

2614

AGREEMENT

between

COUNTY OF ATLANTIC

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO
LOCAL 331
(Board of Elections)

1993-1995

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PREAMBLE

A. This Agreement is entered into this 21st day of July 1993, between ATLANTIC COUNTY, The Atlantic County Board of Elections (hereinafter referred to as the "County" or the "Employer") and the TEAMSTERS UNION LOCAL 331 or any other designated Local Union 331, or any other designated local Union affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WHEREAS, the parties hereto desire to establish the hours of labor, rates of pay, and other negotiable terms and conditions of employment under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits;

NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows.

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes the Union as the exclusive for the purpose of collective negotiations for all terms and conditions of employment for those employees covered this Agreement as defined and identified in Appendix A. The Employer and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

1. Included: As defined and identified in Appendix A.

2. Excluded: As defined and identified in Appendix B.

3. Definition of Terms. Unless otherwise indicated, the following when used herein shall mean:

a. "Employees" refers to employees in the certified bargaining unit set forth in the PERC certifications.

b. "Employer" refers to the various public employers set forth under Agreement, negotiating through the of the County of Atlantic and whose signatures appears in the execution clause of this Agreement.

c. "Local Union" refers to the constituent Local of the Union at various job sites.

d. "Management" refers to employees with supervisory responsibility, inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement as described in Appendix B.

e. "Authorized representative" refers to Union and Management employees as described in A.2 above, who are authorized by way of position and/or delegation to insure correct and proper implementation of terms agreed to herein.

f. "Shift" shall mean any normal, standard tour of duty as described herein.

ARTICLE II

DUES CHECKOFF

A. The County agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Union, the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees for whom the deductions were made following each pay period. This right of dues checkoff shall be exclusive to Teamsters Local

#331.

B. The County agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% percent of the regular membership dues, fees and assessments. The Union, in exchange for the implementation of said agency shop, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision.

C. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Office of Personnel, giving the employee's name, social security number, job title and Local affiliation. The Personnel Director will

take subsequent action to correct the situation.

D. In the event an employee wishes to withdraw from the Union, the employer will honor such withdrawal only during such period(s) as prescribed by law. A letter shall be forwarded to the Employer annually, identifying appropriate withdrawal dates, as per statute.

E. Deductions for dues will be made during the first pay of each month and remitted immediately to the Union Hall.

F. Teamsters Union Local 331 Political Action and Social Fund. Upon receipt of written authorization for deductions from wages, the County agrees to deduct \$2 from the wages of the employees for their contributions to the Teamsters Union Local 331 Political Action and Social Fund, or such similar organizations as may be requested by the Union. The County will make deductions on a bi-weekly basis as provided for in the authorization and will forward the amounts deducted on a monthly basis to the Teamsters Union Local 331 Political Action and Social Fund, P.O. Box 73, 5 East Washington Avenue, Pleasantville, New Jersey 08232. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by law.

G. The Union, in exchange for implementation of said deductions, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of implementation of this provision.

ARTICLE III

NON-DISCRIMINATION

A. The County and the Union agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, disability, national origin, political affiliation/activity, Union activity, or private conduct which does not interfere with the employee's ability to perform his duties, which is permissible under law.

B. It is agreed that alleged violations of this Article shall be subject to review by appropriately established Administrative or Judicial forums, and only if no such forum exists shall they be subject to the grievance procedure set forth herein.

ARTICLE IV

UNION RIGHTS

A. Agents of the Union who are not employees of the Employer or who are employees of the Employer, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters, so long as such visitations do not interfere with the general operations of the Employer. The Union shall furnish the names of all such agents to the Employer upon the specific written request of the Employer.

B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees.

C. Whenever any representatives of the Union or any employee, up to eight (8) in number, is scheduled by the parties during working hours to participate in negotiations, grievance proceedings, etc., such employees shall suffer no loss in pay or benefits.

D. The Union, Business Agent or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice.

E. Employees shall be entitled to representation by a Shop Steward when they are summoned to meet with management regarding disciplinary action.

ARTICLE V

NEGOTIATIONS PROCEDURE

A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Counter-proposals shall be submitted within five (5) days. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the Employer, shall be reduced to writing, and after ratification by the Union and the Employer, shall be signed by all parties.

B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in

course of negotiations, consistent with their status as representatives of their principals.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to re-open for negotiations, and/or by a written amendment duly executed by both parties.

D. Proposed new rules or modification of existing rules governing working conditions shall be negotiated prior to implementation.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose. The parties agree that it is in the best interest of employee and management that all grievances should be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Union and the County upon written request to the other.

1. The following procedure, which may be initiated by an employee and/or the Union acting as his/her representative, shall be the sole and exclusive means of seeking adjustment and settling grievances.

2. Whenever any representative of the Union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

3. Except in cases of bona fide emergencies, the Steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

B. Definitions.

1. A contractual grievance, for the purposes of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or non-application of the terms and conditions set forth within the language of this Agreement.

2. A non-contractual grievance for the purposes of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or non-application of all policies, procedures, rules and regulations, as well as those specific management rights noted herein as may be practiced and/or adopted by the Employer during the life of this Agreement.

3. In the event an employee selects Civil Service procedure with regard to all matters that are appropriate for such procedures, the employee shall not have the right to arbitration on such matters.

4. Immediate supervisor, for purposes of this procedure, shall mean either the Division Director or the first level non-bargaining unit supervisor.

C. Preliminary Informal Procedure. An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis, in the presence of a Steward.

D. Formal Steps. It is the intent of the parties to settle any grievance or dispute as quickly and informally as possible.

ARTICLE VI

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following specific rights.

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees;
2. To take personnel action subject to the provisions of Civil Service Law;
3. To maintain the efficiency of County operations;
4. To take all necessary actions to carry out its mission in emergencies; (emergency to be construed as a sudden, generally unexpected occurrence demanding immediate action);
5. To exercise complete control and discretion over its organization and the technology of performing its work;
6. To schedule employee work hours, pursuant to the terms of this Agreement;

7. In continuous shift operations (24 hours), employees may be scheduled two (2) shifts on the basis of special need or skills required on the shift.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the County, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

1. Step One. The grievant employee, through the Union Steward, may take up the grievance or the dispute with the Chief Clerk of the office involved within ten (10) working days of the date the employee knew or should have known of its occurrence. Upon presentation of the grievance, the Chief Clerk of the office shall then attempt to adjust the matter and shall respond to the Union Steward at that time, unless the parties mutually agree to an extension. Failure to act within (10) ten working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two. If the grievance has not been settled, it shall be presented in writing by the Steward or Business Agent to the Commissioner of Registration within ten (10) working days after the response of the immediate supervisor is due. The Commissioner shall meet with the Steward or Business Agent and respond at that time, unless the parties mutually agree to an extension.

3. Step Three. If the grievance still remains unsettled, the Business Agent may, within fifteen (15) working days, forward the grievance to the Board of Elections. If the grievance is not resolved after the response from the Board of Elections within (5) five working days, the grievance, at the written request of the Union, will proceed to arbitration only if a contractual grievance, pursuant to paragraph B.1 above is

alleged. A request for arbitration shall be made no later than (15) fifteen days and failure to file within said time period shall constitute a bar to such arbitration unless the Union and the County mutually agree in writing upon a longer time period within which to adjust such a demand.

4. Notwithstanding the above, the Union Business Agent may meet informally with the Board of Elections on matters under this Article in an effort to prevent potential grievances from arising.

E. Arbitration.

1. With regard to subject matters that are arbitrable, an arbitrator shall be selected by a timely filing with the Public Employment Relations Commission, and said selection process shall be in accordance with the rules of that agency. Timely filing for purposes of this paragraph shall mean a period of time not to exceed (7) seven days from the date on which the request for arbitration was forwarded to the County.

2. However, no arbitration hearing may be scheduled sooner than thirty (30) days after the final decision of the Board of Elections.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the specific and express written provision of this

Agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision or statute of this state or of the United States in rendering any determination.

4. The cost incurred in the processing of cases to arbitration shall be borne equally between the County and the Union. The costs, fees and assessments charged by the arbitrator shall be borne equally between the County and the Union. In the event an attempt is made to arbitrate a matter which is a non-contractual grievance, and it is necessary for the County to seek injunctive relief, and such relief is granted, the Union shall pay all costs involved in the processing of such application for injunctive relief, including counsel fees.

F. Time Limits. Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

G. Employee Conduct. It is specifically understood that employees shall continue to follow all lawful directives of their employer notwithstanding the pendency of any grievance relating to those directives.

ARTICLE VIII

HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

A. The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Three (3) Personal Days

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day that the holiday occurs. The Employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive.

C. If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day (or scheduled shift/day) preceding or the day following a scheduled holiday, the employee, in order to be compensated for the holiday, must utilize an accrued sick day, in lieu of holiday pay, unless the employee produces a doctor's note for that illness, in which case the employee will receive the holiday pay.

D. If a permanent full-time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to straight time for the holiday (i.e., for a holiday worked, the employee will earn a total of double time his/her regular rate up to a full shift).

E. In the event that an employee is required or requested to work on consecutive holidays (consecutive defined as without interruption) employees working more than a full shift on the second holiday, will be compensated for all hours above and beyond a full shift, at a rate of pay equivalent to 1 1/2 times hourly rate plus (\$.25) cents per hour. For the purposes of this paragraph, a "snow day" or other emergency day declared by the appropriate County, State, or Federal officials

will be deemed to connote a "holiday", in addition to those days defined in this Article.

F. In a continuous shift operation, the employee will have the option of either being paid for the recognized holiday or be given a compensatory day off, upon written request, two (2) weeks in advance, with the approval of the Department Head or his/her authorized representative, provided such compensatory day is taken within (90) (ninety) days after the recognized holiday. The employee must advise his/her supervisor in writing two (2) weeks prior to the date he/she intends to take the compensatory days, within the (90) (ninety) day period.

G. Part-time employees will receive a pro-rata share of holiday time.

H. The administrative/personal days provided by this Article are available for personal use in increments of one (1) hour. Under normal circumstances, requests must be submitted (forty-eight) 48 hours in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift. Use of this time at the beginning of a work shift must be approved in advance. Administrative/personal time must be taken within the year accrued or forfeited.

I. For newly hired full-time employees, the personal day shall be pro-rated in accordance with the date of hire as follows:

<u>Date of Hire</u>	<u>Personal Leave</u>
1/1 thru 3/31	3 days
4/1 thru 6/30	2 1/4 days
7/1 thru 9/30	1 1/2 days
10/1 thru 12/31	1 day

J. Part-time and temporary employees hired prior to January 1, 1987 shall receive a pro-rata share of the personal days based upon the work week of the comparable full-time position. Part-time and temporary employees hired on or after January 1, 1987 do not receive personal days.

ARTICLE IX

VACATIONS

A. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued:

0 - 1 year	1 day per month
After one (1) year and up to 8 years	12 days (1 day per month)
After 8 years and up to 17 years	15 days (1 1/4 days per month)
After 17 and up to 25 years	20 days (1 2/3 days per month)
After 25 years	25 days (2 1/2 days per month)

B. In addition, vacation time shall be advanced on the following basis:

SERVICE

0 - 1 year	As earned; advancement with discretion of the Dept. Head
1-5 years	50% allocated January 1st each year 50% allocated July 1st each year
6 years plus	100% allocated on January 1st each year

C. Part-time and temporary employees shall accrue vacation on a pro-rata basis.

D. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

E. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods. Vacation time may be taken in increments of one-half day, provided scheduling is made at least forty-eight (48) hours in advance.

F. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.

G. An employee who becomes ill during his/her vacation, will not be charged vacation leave, but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

H. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

I. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

J. An employee who separates from the County having used advanced vacation shall be responsible for reimbursing the County all monies due as a result of such utilization except when separation occurs as a result of layoff or bumping.

K. Employees transferred into the unit who had more vacation as management employees will not lose their vacation. The number of days they were entitled to will be frozen until the schedule in this Agreement catches up to that entitlement.

ARTICLE X

SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued: One (1) working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, or a short period of emergency attendance upon a of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment, as set forth in paragraph C below.

C. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees

Retirement System (P.E.R.S.) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum of \$15,000 gross wage.

The definition of "retire" is found in Article XXVI Paragraph E.

D. 1. If an employee is absent for five (5) consecutive working days or more than eight (8) days in a twelve (12) month period in which the employee establishes a pattern of absence that gives reason to suspect abuse of sick leave, the County may require evidence such as a doctor's certificate. The doctor's certificate shall have the length of time the employee will be absent.

2. Employees may provide medical notes for any illness, whether it is required or not. Such medical notes shall be transmitted to the County Personnel Office by the supervisor and will be considered prior to any disciplinary action being taken. Use of sick leave for purpose of bereavement leave based upon verified family death or use of leave for medically verified illness, including family members, will not be considered abuse. The twelve (12) month period set forth above shall start on 1/1 of each calendar year and end on 12/31 of that year. On January 1 a new record will begin.

3. If an employee receives an AP2 letter and has not received an AP3 letter in that calendar year, the AP2 letter will be dropped as of 12/31 of that year.

4. If an employee receives an AP3 letter, that employee will be continually monitored for the balance of that

calendar year and thru the next calendar year. Such employee will be required to bring a doctor's note for all sick time required.

E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor, by telephone or personal message within one (1) hour after the beginning time of the employee's scheduled work day. Those employees in 24 hour operation shall notify their immediate supervisor by telephone or personal message two (2) hours prior to the start of the scheduled shift. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by County employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article VIII Paragraph C are followed.

F. Once each year on or before January 16th, the Union shall be notified of the number of unused sick days and vacation days to the credit of each Union-represented employee.

G. Temporary employees hired by the County prior to January 1, 1987 shall be entitled to the following sick leave with pay as accrued:

1. One (1) working day sick leave with pay for each month served per year during such temporary full-time employment.

4. Employees on a daily, or seasonal basis are not with Department Head and appointing authority approval. Any employee seeking such special leave without pay shall submit his/her request in writing, stating the reasons why the request should be granted, the the date when he/she desires the leave to begin, and the probable return date to duty.

D. Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

E. Military Leave.

1. Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or

pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

F. Dependent care leave shall be granted in accordance with the Family Leave Act.

G. Child care leave, shall be granted in accordance with the Family Leave Act. Additionally, permanent employees shall be granted up to (fourteen) 14 additional weeks of child care leave.

These fourteen (14) weeks will be subject to the following conditions:

1. They must be taken contiguous to the birth or adoption of the child, or contiguous to leave taken pursuant to the Family Leave Act if such leave has been contiguous to the birth or adoption of the child.

2. The request for use of these fourteen (14) weeks must be at least two (2) months prior to use unless an emergency occurs.

3. No benefits shall be provided during these fourteen (14) weeks.

4. The fourteen (14) weeks must be taken all at one time and consecutively, or are lost.

5. The fourteen (14) weeks may be extended or renewed for an additional six (6) months upon the request of the employee, and in the discretion of the Department Head. This must be taken contiguous to the fourteen (14) weeks.

6. In addition to the notice requirements of this Agreement and the Family Leave Act, the employee shall submit a plan of use for each type of leave (Child Care and Family Leave Act) to his/her supervisor as soon as is reasonably possible. Failure to designate shall result in the first twelve (12) weeks of leave being attributed to the Family Leave Act.

H. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the County for all time served on jury duty. Any pay received from the courts, excluding travel allowance, for serving as a juror shall be returned to the County Treasurer. This leave shall be in addition to annual vacation leave.

I. Absence Without Leave.

1. Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

J. Bereavement Leave. An employee may take up to three (3) paid days per year as bereavement leave upon the death of a spouse, child, sibling or parent (defined to be immediate family), or any other relative residing with the employee. Sick leave may be used for the death of other relatives. Verification of death may be required by the County. Bereavement leave must be taken contemporaneously with the death.

ARTICLE XII

HOURS OF WORK

A. The work week shall consist of five (5) consecutive work days, Monday through Friday from 8:00 A.M. to 5:00 P.M., in a pre-established work schedule, except for those employees that are on a continuous shift and 7-day-a-week operation. The work shift shall consist of eight (8) work hours (or seven (7) work hours for 35-hour employees), with a pre-established meal schedule and a 15-minute break in the morning and afternoon to be scheduled with the approval of management. No current employees who are on the County payroll as of the effective date of this Agreement shall be placed on a rotating shift, nor shall their shifts be rotated.

B. The County, in its discretion, may establish a flex-time schedule with the consent of the affected employees.

C. A 5-day notice will be provided when the County changes an employees starting time or takes away a flex-time schedule that has already been approved and operating.

OVERTIME

A. The Employer shall give the most senior employee the opportunity to work first. Thereafter overtime shall be assigned in the order of seniority when such overtime is essential. The Employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees to work overtime in the inverse order of seniority.

B. One and one-half (1 1/2) the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:

1. All work performed in excess of forty (40) hours per work.
2. All hours on the 6th day worked within an individual work week (Sunday through Saturday).

C. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7th day worked within an individual work week (Sunday through Saturday).

D. Notwithstanding any of the above, whenever any employee works seven (7) consecutive days regardless of when the first day started, they will be on time and one-half for the 6th day or double time for the 7th day.

The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. Holidays (scheduled), including personal Days.
3. Vacations.
4. Compensatory time.

Sick time will not be included for the purpose of computing the overtime base.

F. Notwithstanding the use of language in this Article referencing "paid" overtime, an employee is entitled to receive cash compensation or compensatory time off at their option for all overtime hours in accordance with County policy and the Fair Labor Standards Act.

ARTICLE XIV

CALL-IN PAY

A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the rate on one and one-half (1 1/2) regular hourly rate (except for Article XIII C); then it shall be double time. Call-In pay begins when an employee reports to his assigned duty station. Call-In pay ends when the employee's regular work shift begins. The employee(s) will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

B. In all instances however, full-time employees are guaranteed four (4) hours minimum compensation regardless of the number of hours worked for 40 hour-a-week employees, 3.5 hours minimum compensation for 35 hour-a-week employees, and 3.75 hours minimum compensation for 37.5 hour-a-week employees.

ARTICLE XV
PAY SCHEDULES

1993

01.	Jan. 1 to Jan. 9	Jan. 15
02.	Jan. 10 to Jan. 23	Jan. 29
03.	Jan. 24 to Feb. 6	Feb. 12
04.	Feb. 7 to Feb. 20	Feb. 26
05.	Feb. 27 to Mar. 6	Mar. 12
06.	Mar. 7 to Mar. 20	Mar. 26
07.	Mar. 21 to Apr. 3	Apr. 9
08.	Apr. 4 to Apr. 17	Apr. 23
09.	Apr. 18 to May 1	May 7
10.	May 2 to May 15	May 21
11.	May 16 to May 29	June 4
12.	May 30 to June 12	June 18
13.	June 13 to June 26	July 2
14.	June 27 to July 10	July 16
15.	July 11 to July 24	July 30
16.	July 25 to Aug. 7	Aug. 13
17.	Aug. 8 to Aug. 21	Aug. 27
18.	Aug. 22 to Sept. 4	Sept. 10
19.	Sept. 5 to Sept. 18	Sept. 24
20.	Sept. 19 to Oct. 2	Oct. 8
21.	Oct. 3 to Oct. 16	Oct. 22
22.	Oct. 17 to Oct. 30	Nov. 5
23.	Oct 31 to Nov. 13	Nov. 19
24.	Nov. 14 to Nov. 27	Dec. 3
25.	Nov. 28 to Dec. 11	Dec. 21
26.	Dec. 12 to Dec. 25	ASAP
27.	Dec. 26 to Dec. 31	ASAP

PAY SCHEDULE 1994

01.	Jan. 1 to Jan. 8	Jan. 14
02.	Jan. 9 to Jan. 22	Jan. 28
03.	Jan. 23 to Feb. 5	Feb. 11
04.	Feb. 6 to Feb. 19	Feb. 25
05.	Feb. 20 to Mar. 5	Mar. 11
06.	Mar. 6 to Mar. 19	Mar. 25
07.	Mar. 20 to Apr. 2	Apr. 8
08.	Apr. 3 to Apr. 16	Apr. 22
09.	Apr. 17 to Apr. 30	May 6
10.	May 1 to May 14	May 20
11.	May 15 to May 28	June 3
12.	29 to June 11	June 17
13.	June 12 to June 25	July 1
14.	June 26 to July 9	July 15
15.	July 10 to July 23	July 29
16.	July 24 to Aug. 6	Aug. 12
17.	Aug. 7 to Aug. 20	Aug. 26
18.	Aug. 21 to Sept. 3	Sept. 9
19.	Sept. 4 to Sept. 17	Sept. 23
20.	Sept. 18 to Oct. 1	Oct. 7
21.	Oct. 2 to Oct. 15	Oct. 21
22.	Oct. 16 to Oct. 29	Nov. 4
23.	Oct. 30 to Nov. 12	Nov. 18
24.	Nov. 13 to Nov. 26	Dec. 2
25.	Nov. 27 to Dec. 10	Dec. 16
26.	Dec. 11 to Dec. 24	ASAP
27.	Dec 25 to Dec. 31	ASAP

PAY SCHEDULE 1995

01.	Jan. 1 to Jan. 7	Jan. 13
02.	Jan. 8 to Jan. 21	Jan. 27
03.	Jan. 22 to Feb. 4	Feb. 10
04.	Feb. 5 to Feb. 18	Feb. 24
05.	Feb. 19 to Mar. 4	Mar. 10
06.	Mar. 5 to Mar. 18	Mar. 24
07.	Mar. 19 to Apr. 1	Apr. 7
08.	Apr. 2 to Apr. 15	Apr. 21
09.	Apr. 16 to Apr. 29	May. 5
10.	Apr. 30 to May 13	May 19
11.	May 14 to May 27	June 2
12.	May 28 to June 10	June 16
13.	June 11 to June 24	June 30
14.	June 25 to July 8	July 14
15.	July 9 to July 22	July 28
16.	July 23 to Aug. 5	Aug. 11
17.	Aug. 6 to Aug. 19	Aug. 25
18.	Aug. 20 to Sept. 2	Sept. 8
19.	Sept. 3 to Sept. 16	Sept. 22
20.	Sept. 17 to Sept. 30	Oct. 6
21.	Oct. 1 to Oct. 14	Oct. 20
22.	Oct. 15 to Oct. 28	Nov. 3
23.	Oct. 29 to Nov. 11	Nov. 17
24.	Nov. 12 to Nov. 25	Dec. 1
25.	Nov. 26 to Dec. 9	Dec. 15
26.	Dec. 10 to Dec. 23	ASAP
27.	Dec. 24 to Dec. 31	ASAP

ARTICLE XVI

SENIORITY

A. In all cases of demotions, layoffs, recall, choice of shift and days off, (to include the scheduling of vacations), employees with the greatest amount of seniority shall be given preference. In the event that an employee's vacation substantially interferes with the operations of his/her department, such employee shall be permitted to carry the majority portion of such vacation as allotted to said employee, pursuant to the provisions of this Agreement, into the succeeding year.

B. Under the terms of this Article, the term "seniority" means a preferred position for specific purposes which one employee within a given job classification may have over another employee within a job classification because of a greater length of service with the County.

C. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.

D. An employee has the right of access to the County's official personnel file kept for the employee and all records as may be kept by the Employer or his agents, pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document in said file, within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records which, by their nature, require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. The County will present a Union package to all new employees represented by the Union at its regularly scheduled orientations. The Union will provide said package to the County in sufficient quantity for distribution.

F. Procedures utilized for evaluations of employees shall those set forth in County policy entitled "Evaluating Employees Performance" dated January 1, 1984.

ARTICLE XVIII

LAYOFFS

A. Layoff, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4A:8-1.1 through 4A:8-1.6.

ARTICLE XVII

PERSONNEL PRACTICES

A. The practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and Regulation, and Title II of the New Jersey State Statute, as amended.

B. Each new employee will be given an employee handbook and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization - and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of

C. The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies and to mail a copy of such posting to each of the Local Presidents, and to provide a copy to all Shop Stewards. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than five (5) days or until such vacancy is

filled. Also, notification of such title changes will be given to the Presidents of the respective Locals. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances, and justification of selection will in no instance be required, except at the written request of the Personnel Director of the County.

1. An employee receiving a 1-range promotion will move to the bottom of the new range, or six percent (6%) increase, whichever is greater. If the promotion is two 2 ranges, the percent will be seven percent (7%); if the promotion is three 3 ranges, the percent will be eight percent (8%). If the old and new title are on the same range on the negotiated pay system, then the employee will receive a six percent (6%) pay increase upon promotion. Similarly, any employees who is demoted will have a salary reduction based those percentages.

2. All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/she shall be returned to his/her former title, salary, and anniversary date.

ARTICLE XIX

NO STRIKE OR LOCKOUT

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, or walk out which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, or walkout which interferes with the full and complete normal operation of the Employer.

C. The County agrees that it will refrain from locking out its employees or from any threat thereof. The County agrees that any such action would constitute a material breach of this Agreement.

ARTICLE XX

POSITION CLASSIFICATION

A. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work. If an employee considers his/her position to be improperly classified, the employee may, through the Department Head and the County Office of Personnel, process an appeal for a desk audit of his/her position with the Civil Service Commission.

B. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements, as well as the parameters of the New Jersey Statute, Title II, Civil Service.

C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

D. When an employee works out-of-title for four (4) or more hours in any day for an 8 hour employee, or three and one-half (3-1/2) hours or more in any day for a 7-hour employee, they shall receive their regular hourly rate plus a differential of eighty-five (\$.85) cents per hour for all hours worked in that day in 1993; ninety (\$.90) cents per hour in 1994; and one (\$1.00) dollar per hour in 1995.

ARTICLE XXI

DISCHARGE, DEMOTION, SUSPENSION AND

DISCIPLINE

1. Discipline of an employee shall be imposed only for just cause as in Civil Service Rules and Regulations. The Union shall be notified within one (1) working day following any demotion, suspension or discharge by the employer in writing. The Employer will not discipline employees in the presence of other employees or members of the public at large. If the severity of the action or infraction requires immediate action by the Employer, such action as the Employer may take will not be done in a manner which will embarrass the employee.

2. Employees who are other than permanent who are subjected to disciplinary action shall have the right to a step three grievance hearing for review of that action only, but not to arbitration. The Union shall be notified in writing within one (1) working day following any demotion, suspension or discharge.

B. Causes for Removal. Causes for removal will be as set forth in the New Jersey Administrative Code 4A:2-2.3

C. NOTICE. Except in cases wherein the severity of the infraction requires immediate removal of the employee from the work site, no discharge or suspension shall take place less than five (5) working days from the time the employee is informed in writing of the intended disciplinary action. The Union will be simultaneously provided with a copy of the disciplinary notice. An additional copy will be given to the Steward. Unavailability of the Steward will not stay the five (5) day limit.

1. All copies of any warning or disciplinary notices will be given to the employee, Steward, and a copy mailed to the Union.

ARTICLE XXII

CONTINUING CONSULTATION

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as means of fostering good Employer/employee relations.

B. The requests of either party for such a meeting shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

D. The County and Union agree to organize a task force for the purpose of examining the possibility of providing a day care facility.

ARTICLE XXV

LONGEVITY

A. The County agrees to maintain its longevity program as follows:

	<u>Amount</u>		
<u>Years of Service</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
After 5	\$300	\$350	\$400
After 10	\$400	\$450	\$500
After 15	\$500	\$575	\$650
After 20	\$600	\$700	\$800

B. This longevity system will replace any other longevity system, payment or award for length of service currently in place. Longevity refers to time of employment with the County.

C. Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date.

ARTICLE XXVI

HEALTH AND WELFARE

A. Medical Insurance

1. Employees who commenced employment prior to July 1, 1993 shall continue to receive for themselves and eligible dependents the following coverages, all at no cost to the employee:

a. Group Health Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of \$100 per person, \$200 per family, and a co-pay of 20% percent of the first \$2,000 of covered major medical expenses.

b. Prescription drug coverages, with a \$3.00 co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions, as currently provided.

c. An optical plan as currently provided.

d. An dental plan as currently provided.

"Employees," as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of nineteen 19, or until the child reaches the age of 23 if a full-time s. These definitions and conditions also apply to HMO participants.

ARTICLE XXIII

WORKER'S COMPENSATION

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

ARTICLE XXIV

WAGE INCREASE

A. All full-time employees will receive wage increases based on the following schedule:

Effective January 1, 1993	-	\$ 400
Effective July 1, 1993	-	\$ 800
Effective January 1, 1994	-	\$ 500
Effective July 1, 1994	-	\$ 800
Effective January 1, 1995	-	\$1350

3. The County, in its discretion, may institute a program to require pre-admission review prior to hospitalization, out-patient certification, and/or a second surgical opinion at any time during the life of the contract, provided that all are without cost to the employee.

B. 1. Employees in this bargaining unit who commence employment after July 1, 1993 shall be entitled to the coverage set forth in A.1.a. above on a individual basis only. Any such employee who wishes to procure coverage for his spouse or dependents shall pay twenty 20% percent of the difference between the individual rate and that selected by the employee.

2. The definition of "employee" and "dependent child" as set forth in paragraph[h] A.2 shall apply to this category of employee as well.

3. No employee hired after July 1, 1993 will be entitled to prescription, optical or dental coverage.

C. 1. Effective January 1, 1994, the medical program shall be modified so that the co-pay and the deductible provided thereunder shall apply to all benefits, and not merely to the major medical component.

2. Effective January 1, 1994, the prescription co-pay described in the paragraph A.1.b. will be modified to \$5.00 for brand name prescriptions. The co-pay for generic prescriptions will remain at zero.

D. Effective January 1, 1995, the deductible under the medical program will be modified to \$150 per person, \$300 per family.

E. Retirees

1. An employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employees retirement date.

2. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.

3. A "retiree" is defined as one who has:

a. 25 years of pensioned County employment,

or

b. 15 years of employment as a permanent County employee and be at least 60 year of age and be a part of an approved pension system at the time of retirement.

F. Leaves of Absence. When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the cost of coverage during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of

ARTICLE XXIX

DURATION AND TERMINATION

A. The Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1995.

B. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to commence negotiations.

C. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.

D. Negotiations shall begin no later than December 1, 1995 for the succeeding Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the date first above written and agree to abide by all terms and conditions as set forth herein.

IBT LOCAL 331 (Board of Elections)

COUNTY OF ATLANTIC

JOSEPH YEOMAN
President

RICHARD E. SQUIRES
County Executive

BOARD OF ELECTIONS

ADMINISTRATOR

Chairperson

The maximum period where this situation can exist is six (6) months. Any employee who goes onto an unpaid status for fifteen (15) or more calendar days is liable for payment of premium retroactively to the first day of unpaid status.

G. Disability Pool. The County agrees to maintain the current disability pool system. If agreement amongst all unions is achieved, the parties agree that this system may be replaced by participation in the State Disability Program. The County's decision as to an employee's eligibility to use the disability pool will not be arbitrarily or unreasonably denied.

H. Part-time employees, hired after January 1, 1987 and defined as those regularly scheduled for at least (20) hours of work per week, shall be entitled to medical benefits, but not prescription, dental and optical benefits. Temporary and part-time employees working less than (20) hours are not entitled to any health benefits coverage.

I. Effective January 1, 1987, the County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X. (COBRA)

J. The Union shall have the right to reopen this provision if it desires to move its unit members into a Union-administered health plan which would be cost effective for the County.

ARTICLE XXVII

GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

B. The County and the Union jointly agree to continue the development of an education program which was established January 1, 1980.

C. The County and the Union jointly agree that the printing cost of the contract shall be evenly divided, that is 50% of the cost by the County and 50% of the cost by the Union.

D. When an employee is physically prevented from traveling to work as a result of an Act of God, such as a snowstorm, or other extraordinary condition, the employee shall be permitted to utilize administrative leave or vacation leave rather than losing pay. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied.

APPENDIX C-STARTING SALARIES

<u>Grade</u>	<u>Effective</u> <u>1/1/93</u>	<u>Effective</u> <u>7/1/93</u>	<u>Effective</u> <u>1/1/94</u>	<u>Effective</u> <u>7/1/94</u>	<u>Effective</u> <u>1/1/95</u>
A	\$14,800	\$15,600	\$16,100	\$16,900	\$18,250
B	15,800	16,600	17,100	17,900	19,250
C	16,800	17,600	18,100	18,900	20,250
D	17,800	18,600	19,100	19,900	21,250
E	18,800	19,600	20,100	20,900	22,250
F	20,300	21,100	21,600	22,400	23,750
G	20,800	21,600	22,100	22,900	24,250

APPENDIX "D"

SALARY SCHEDULE - PART-TIME EMPLOYEES

A. Part-time employees will receive a pro-rata share of increases as stipulated in Article XXIV of this Agreement.

B. Effective dates will be as identified in Article XXIV for full-time employees.

APPENDIX "A" INCLUSIONS

JOB TITLE

GRADE

Data Control Clerk

A

Data Entry Machine Operator

B

Field Inspector/Label Machine Operator

C

Principal Data Control Clerk

C

Registration Clerk

B

Registration Clerk/Investigator

B

Senior Data Control Clerk

B

Senior Registration Clerk

C

Voting Machine Mechanic

C

Senior Voting Machine Mechanic

C

APPENDIX B"EXCLUSIONS

A. All employees covered by another bargaining unit and/or subject to another bargaining agreement.

B. Elected officials, members of boards and commissions, managerial executives and confidential employees within the of the P.E.R.C. or unclassified.

C. All supervisory employees having the power to hire, discharge or discipline or to effectively recommend same, unless specifically identified by title in the Inclusions.

D. All professional job titles, unless specifically identified in the Inclusions.