

AGREEMENT

between

COUNTY OF ATLANTIC

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

LOCAL 331

Superintendent of Elections

2023-2025

PREAMBLE

A. This Agreement is entered into between ATLANTIC COUNTY, The Atlantic County Superintendent of Elections (hereinafter referred to as the "County" or the "Employer") and the TEAMSTERS UNION LOCAL 331 or any other designated Local Union affiliated with the International Brotherhood of Teamsters AFL-CIO (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 1
RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by 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: Those not included or identified in Appendix A.
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 Offices of the County of Atlantic and whose signatures appear 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.

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

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

ARTICLE 2

DUES CHECK-OFF

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, and 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 check-off shall be exclusive to Teamsters Local #331.

B. 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.

C. 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.

D. Deductions for dues will be made during the first pay of each month and remitted immediately to the union hall.

E. 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 biweekly 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 1 Philadelphia Avenue, Egg Harbor City, NJ 08215. 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.

F. 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 3

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 4

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 the 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 reopen for negotiations, and/or by a written amendment duly executed by both parties.

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

ARTICLE 5

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, 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.

F. The Employer will approve time off with pay for Union matters when a written request for such approval is received by the Department Head ten (10) calendar days in advance. The request should include the names of any attendees, date, time, duration and location of the union business. Notice should include the reason for the request i.e. type of meeting, conference, training etc. Such requests shall not be unreasonably denied. Shorter notice may be approved at the discretion of the Employer for an emergency.

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

ARTICLE 6

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.

ARTICLE 7
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. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE 8 - FINANCIAL CONSIDERATIONS

8.1 WAGE INCREASE

A. PROPOSAL FOR SUPERINTENDENT OF ELECTIONS

One-time salary adjustment for all employees on 01/01/2023: \$1,500.00

Annual Increases

<u>2023</u>	<u>2024</u>	<u>2025</u>
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5%	4%	4%
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Starting Salaries & Titles

Grade

(Receptionist)	A	\$31,503.00
(Registration Clerk)	B	\$32,503.00
(Registration Specialist)	C	\$33,503.00

(Registration Specialist II)	D	\$34,503.00
(Sr. Registration & Outreach Specialist)	E	\$39,503.00
(Sr. Registration & Outreach Supervisor)	G	\$39,503.00
(Voting Machine Tech)	C	\$33,503.00
(Voting Machine Specialist)	D	\$34,503.00
(Sr. Voting Machine Specialist)	F	\$36,503.00
(Supervisor Voting Machine Specialist)	G	\$39,503.00
(Supervising Assistant Custodian Voting Machine)	G	\$39,503.00

B. The provisions in A above shall refer to an employee's initial date of hire with Atlantic County Government provided there has been no break in County service following the initial hire date. If an employee has had a break in service for any reason, hire date shall refer to the date when employee recommenced continuous service with Atlantic County.

C. Wage increase for **2023** will be retroactive to January 1, 2023.

D. To receive amounts in A the employee must be on board as of January 1st of the year of the increase.

8.2 PRORATION AND RETROACTIVITY OF PAYMENTS

Notwithstanding any other Article of this agreement retroactive payments, of any kind, including but not limited to salary increases, will not be made for those employees who separate from employment prior to the date on which the payment is issued, except when an employee retires after the terms of a new collective bargaining agreement have been agreed to in an executed contract but prior to retro checks being issued. "Retire" is defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full-time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of service with Atlantic County.

All payments other than salary, including, but not limited to allowances, stipends, etc. shall be prorated by month for those employees having entitlement to same from any point subsequent to the beginning of the calendar year. Retroactive payments, of any kind, including salary increases and monetary payments of any kind will be retroactive to the commencement date of this contract.

8.3 HEALTH AND WELFARE

A. Medical Insurance

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.
2. Prescription drug coverage shall be offered to all employees and their dependents in accordance with the free-standing prescription plan offered by the New Jersey State Health Plan
3. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.
3. Employees shall make health benefit contributions for medical and prescription plan costs consistent with the schedule attached hereto as Appendix A. Employees shall not make plan contributions in addition to the contributions noted above unless required to do so pursuant to the provisions in paragraph 5 below.
4. NJ Direct 15 shall be the base plan for all members employed up to the date of the ratification of this Agreement (current employees). Any employee electing a plan with a higher premium than NJ Direct 15 shall be responsible for paying the difference between the Employer's cost for that employee to be enrolled in the higher premium and the Employer's cost if that employee were enrolled in NJ Direct 15. That is in addition to the employees Appendix A cost share for the plan they are enrolled in. Any current employees who move to NJ Direct 2030 from Direct 15 or a higher premium plan, shall receive a \$400.00 stipend for each plan year covered by this Agreement, as long as the Union plan remains NJ Direct 15.
6. NJ Direct 2030 shall be the base plan for all members hired after the date of ratification of this Agreement. Anyone hired after the ratification of this Agreement who chooses a higher premium plan shall be responsible for paying the difference between the Employer's cost if that employee were enrolled in NJ Direct 2030. That is in addition to the employees Appendix A cost share for the plan they are enrolled in.
7. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on Infoplease and from Human Resources.

8. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more per week. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage shall remain pursuant to the County's provider contracts.

B. Health Benefits at Retirement

An employee who retires shall be eligible for County health benefits for himself/herself and eligible dependents for three (3) years after retirement, commencing with the employee's retirement date. Retirement is defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full-time service of 5 years with Atlantic County at the time of retirement or upon reaching the age of 62 years. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three-year period of employer paid coverage. Retirees receiving County post-retirement health benefits shall pay a health insurance co-pay in accordance with Chapter 78, PL 2011, including but not limited to exemptions for "grandfathered" employees with twenty years of service or more at the time the legislation was passed. Employees will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If employee does not provide the pension information, the County will bill on employee's salary at time of retirement. If employee does not continue to pay co-share, the County will stop the free benefits.

C. Leaves of Absence.

An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave, the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78, PL 2011.

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78, P.L. 2011. After three months of an approved unpaid medical leave of absence other than FMLA or FLA, employee will be responsible for paying the monthly premium costs. If payment is required but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first three months. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

D. Disability Pool.

The County shall maintain the current disability program with the following changes: 1. All claims shall be submitted to an independent M.D. mutually agreed upon for evaluation and approval. 2. Employees are eligible to use the program while maintaining up to one year's sick and vacation time.

E. 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)

F. Mental Health coverage shall be in accordance with all applicable laws.

8.4 LONGEVITY AND OTHER PAYMENTS

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

<u>Years of Service</u>	<u>AMOUNT</u>
Start of 6 th year through 10 years	\$600
Start of 11 th year through 15 years	\$800
Start of 16 th year through 20 years	\$1,000
Start of 21 st year and thereafter	\$1,200

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.

D. Sick Leave Stipend. Any employee utilizing less than thirty-six (36) hours (for 7 hour employees) or forty-one (41) hours (for 8 hour employees) of sick time (to include all uses of sick) in a calendar year, will receive an annual bonus in the amount of \$ 350. This annual bonus shall be applicable to full-time employees only. Employees must be onboard for the entire calendar year and have no "W" time, or suspensions, or LAW(s) during the calendar year, except that no employee will be excluded from eligibility for having accumulated one hour or less per year of "W" time due to tardiness. Use of FMLA/FLA sick leave shall count toward an employee's total use of sick hours in determining eligibility for the sick leave bonus.

E. Promotional increases shall be effectuated as provided in Article 14, § (C)1, on page 43 of this agreement.

8.5 OVERTIME AND PREMIUM PAY FOR 6 AND 7 CONSECUTIVE DAYS OF WORK.

A. OVERTIME

I. Overtime shall be assigned by rotation in order of seniority. 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. All overtime calculations shall be based upon the County payroll workweek period of Sunday through Saturday.

II. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for all overtime hours worked in excess of forty (40) hours per week (Sunday through Saturday). This section applies to 35 hour and 40 hour employees.

III. The following shall be regarded as "hours worked" for the purpose of computing overtime:

1. All hours actually worked;
2. Scheduled Holidays;
3. Vacations;
4. Compensatory time.

****Sick time and administrative time shall not be included for the purpose of computing overtime.**

V. 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, this contract, and the Fair Labor Standards Act. However, when choosing whether to be paid cash compensation or compensatory time off for overtime hours worked, employees may not choose to split overtime hours within a 24-hour period ("period" defined as midnight to midnight) into both cash and comp.

B. 6 AND 7 CONSECUTIVE DAYS ACTUALLY WORKED.

Whenever an employee actually works six (6) or seven (7) consecutive days, regardless of when the first day started, they will be paid as follows:

I. 6th Consecutive Day.

35 Hour Employees. One and one-half (1.5) times the employee's hourly rate of pay for hours actually worked in excess of thirty-five (35) hours (during the consecutive days of work) on the 6th consecutive day of work; and

40 Hour Employees. One and one-half (1.5) times the employee's hourly rate of pay for hours actually worked in excess of forty (40) hours (during the consecutive days of work) on the 6th consecutive day of work; and

II. 7th Consecutive Day.

35 Hour Employees. Two (2) times the employee's hourly rate of pay for hours actually worked in excess of thirty-five (35) hours (during the consecutive days of work) on the 7th day; and

40 Hour Employees. Two (2) times the employee's hourly rate of pay for hours actually worked in excess of forty (40) hours (during the consecutive days of work) on the 7th day.

Note that this only applies to hours actually worked in excess of 35 and 40 hours on the 6th and/or 7th day consecutive day of work, and all other time including but not limited to holidays, vacation, sick, administrative, and compensatory time shall be excluded in determining actual hours worked for 6th and 7th day premium pay.

In the event an employee works more than seven (7) consecutive days, the count of days shall reset to one (1) on the eighth (8th) consecutive day of work for the purpose of determining compensation under this article.

8.6 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 of one and one-half ($1\frac{1}{2}$) regular hourly rate except for hours worked that meet the provisions in Sections 8.5 (C) and 8.5 D(2) of Article 8, § 8.5 on page 14, providing double time 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 hours a week employees. Actual hours worked replaces such guaranteed hours where the regular shift begins prior to the guaranteed number of hours. Any employee who is directed to clock/sign out and return to work before his/her next scheduled shift is subject to call-in pay. (The preceding, however, does not apply to clocking/signing out for meal breaks.)

8.7 CONTRIBUTION TO EDUCATION FUND

The county is to contribute \$.50 per employee per pay for Teamsters Local 331 scholarship fund. Such contribution is to be made through payroll deduction.

ARTICLE 9 - LEAVES AND PROCEDURES

9.1 HOLIDAYS AND ADMINISTRATIVE DAYS

A. The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Juneteenth
9. Labor Day
10. Columbus Day
11. Veterans' Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

*If Veterans Day falls within the same week as General Election Day, Veterans Day will not be considered a holiday and employees are entitled to another day off that must be approved by the Superintendent.

B. Employees become eligible for holidays on their first day of employment. Employees with a Monday through Friday work week will be compensated in accordance with this contract on either the Monday following the holiday for holidays occurring on a Sunday or the Friday prior to the holiday for holidays occurring on a Saturday. Employees who do not follow the Monday through Friday work schedule will be compensated on the day that the holiday occurs in accordance with the contract. The employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive, such as the day after Thanksgiving, in accordance with Section E "Announced Days Off" of this contract.

C. Those employees who are required to work on the following enumerated holidays, in addition to being paid for the holiday at their regular rate of pay, shall receive time and a half for all hours worked on that day. The holidays covered by this subsection shall be:

New Year's Day (January 1)
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Christmas Day (December 25).

When New Year's Day (January 1), Independence Day (July 4) or Christmas Day (December 25) fall on a Saturday or Sunday, the provisions of this section shall apply to the actual day of

celebration, i.e., January 1, July 4 or December 25 and shall not apply to the day given off by the County in recognition of the holiday. Employees working on the day declared off by the County shall be compensated as hereinafter provided in Section D.

D. Those employees who work on the following recognized holidays (Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Good Friday, Columbus Day, Day after Thanksgiving, Veterans' Day, in addition to being paid for the holiday, shall receive straight time for all hours worked on that day.

E. Announced Days Off. In circumstances where the County announces a day off for non-essential employees such as the Friday after Thanksgiving Day, then those employees who are required to work shall be compensated as provided in Section C of this Article. This provision shall not apply to weather related days off or similar type of closures. **Effective in the 2017-2019 contract, the Day after Thanksgiving has replaced Election Day as a recognized holiday for this bargaining unit. In the event the County Executive declares the Day after Thanksgiving a holiday, the employees shall have another day off, to be decided by the appointing authority. In the event an employee is required to work on the Day after Thanksgiving, they will be compensated as provided in Section D of this Article.

F. 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 a 1 1/2 times hourly rate plus Twenty-five (\$.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.

G. 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 ninety (90) 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 ninety (90) day period.

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

I. The administrative days provided by this Article are available for personal use in increments of fifteen (15) minutes. Under normal circumstances, requests must be submitted twenty-four (24) hours in advance. An employee cannot call in for use of this time at the beginning of his/her shift, unless the employee wishes to use their administrative time to cover their lateness for that day. Otherwise, use of this time at the beginning of a work shift must be approved in advance. Administrative time must be taken within the year accrued or forfeited.

J. Employees shall have three (3) administrative days per year, prorated by thirds of a year for new employees (See chart below). Administrative days shall not accumulate from year to year.

Date of Hire	Administrative Days
1/1 – 3/31	3 days
4/1 – 6/30	2-1/4 days
7/1 - 9/30	1-1/2 days
10/1 – 12/31	1 day

K. Part-time and temporary employees hired prior to January 1, 1987 shall receive a pro rata share of the administrative 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 administrative days.

L. 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 the illness, in which case the employee will receive the holiday pay.

1. The Day after Thanksgiving has replaced Election Day as a recognized holiday for this bargaining unit. If the County Executive declares the Day after Thanksgiving a County holiday, then the employees shall have another day off that will be decided by the appointing authority.
2. Employees acknowledge that the Superintendent of Elections has the right to require employees to work on any of the listed holidays or whenever necessary to carry out the responsibilities of the office. When that occurs, employees shall be paid consistent with the provisions contained within this section.

9.2 VACATIONS

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

During the first year..... 1 day per month

Start of the 2nd year through 5 years 13 days

Start of the 6th year through 10 years 17 days

Start of the 11th year through 20 years..... 21 days

Start of the 21st year and thereafter 25 days.

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-hour, 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.

L. Pursuant to *N.J.S.A. 11A:6-3*, vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only; except that vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority until, pursuant to a plan established by the employee's appointing authority and approved by the commission, the leave is used or the employee is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

9.3 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 $\frac{1}{4}$ 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 member 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, except as set forth in § C directly 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 50% of accrued sick leave, up to a maximum of \$15,000 gross wage. The definition of "retire" is found in Article 8, § 8.3 (B), page 11 of this contract.

D. 1.If an employee is absent for five (5) consecutive working days; more than eight (8) days in a twelve (12) month period; or when an 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 was sick or anticipated to be absent pursuant to this article. 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.

1. Employees who call out the day before or the day after a scheduled or observed holiday shall be required to provide written documentation (i.e. doctors note, school note, etc.) by the end of that pay period, verifying the need for the absence. Failure to do so will result in "w" time for that day.

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.

E. Except for civilian employees at the Department of Public Safety, employees in 24 hour operations, and employees in the Transportation Unit, 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.

Civilian employees working at the Atlantic County Department of Public Safety who do 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 their immediate supervisor, their shift commander, or the operations unit by telephone or personal message at least one (1) hour prior to the start of their scheduled shift. All other employees in 24-hour operations, and employees in the Transportation Unit, 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 Workers' 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 9, § 9.1 (L) page 20 of this agreement 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. Part-time employees shall be entitled to sick leave with sick days being prorated on the basis of a ratio, the numerator of which shall represent the number of hours worked and the denominator being the number of hours allocated to the respective position, (i.e., either 35 or 40 hours depending upon the position). 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.

2. Employees hired on a daily or seasonal basis are not eligible for sick leave.

H. Temporary employees hired on or after January 1, 1987 are not eligible for sick leave.

I. Sick Leave Stipend. *See* Article 8, § 8.4

9.4 LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in Civil Service Statutes and rules and regulations except as otherwise noted herein.

C. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from regular duties may, with the approval of the Department Head and the appointing authority be granted a special leave of absence without pay for a period not to exceed six (6) months, which may be extended for an additional six (6) months 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 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 to 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 member of the negotiations unit who is a member of the National Guard as defined in N.J.S.A. 38A:1-1 shall be granted leave in accordance with the following provisions of N.J.S.A. 38A:4-4:

a. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State or of a county, school district or municipality who is a member of the organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty, provided, however, that the leaves of absence for Federal active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time.

b. Leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave allowed such officers and employees by the State, county or municipal law, ordinance, resolution or regulation.

c. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

2. Any member of the negotiations unit who is a member of the Army National Guard of the United States or a member of the reserve component of any branch of the United States Armed Forces shall be granted leave in accordance with the following provisions of N.J.S.A. 38:23-1:

a. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State, or of a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leaves of absence shall not exceed 30 work days in any calendar year. Such leave of absence shall be in addition to the regular vacation or other accrued leave allowed such officer or employee. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.

b. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

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

G. FMLA/FLA The Union and the County agree to abide by the County's comprehensive written Family Medical Leave Act/Family Leave Act (FMLA/FLA) policy, and amendments to the law that may arise from time to time.

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

I. 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. All full-time employees may take up to three paid days per incident as bereavement leave upon death of an "immediate family" member as that term is defined in N.J.A.C. 4A:1-13 and as may be revised from time to time. Currently, "Immediate family" means an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. Sick leave may be requested for use in conjunction with bereavement leave. Verification of death may be required by the County. Bereavement leave must be taken contemporaneously with the death.

9.5 WORKERS' COMPENSATION

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) . Employees out on workers' compensation in excess of three months will not be eligible for a sick bonus. Employees out on workers' compensation in excess of six months will not be eligible for uniform allowance. Employees out on workers' compensation in excess of six months will have all other stipends prorated.

ARTICLE 10. POLICIES AND PROCEDURES

10.1 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 seven 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 fifteen 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 flextime schedule with the consent of the affected employees.

C. Fifteen (15) days notice will be provided when the County changes an employees work schedule or work hours.

10.2 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. Where there has been a declaration of emergency by the Atlantic County Office of Emergency Management or the County Executive, the County reserves the right to call non-essential personnel from any department into work to perform functions which may be outside of their official job title, as the emergency dictates. This will be at the discretion of the County.

The County also reserves the right, throughout the duration of the emergency, to require all essential personnel in any department to perform tasks which may be outside of their official job title.

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

E. When an employee works out of title or trains other employees for 4 hours for 40 hour employees (3.5 hours for 3.5 hours a week employees) or more in any day that employee shall receive out of title pay at their regular hourly rate plus a differential of \$1.50 per hour for all hours worked in that day. The County will not use out of title pay to fill permanently vacant positions. The use of 3.5 hours for 35 hour employees and 4 hours for 40 hour employees will not be used to subvert out of title pay.

10.3 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.

10.4 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.

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.

E.

1. Step One. The grievant employee, through the Union Steward, may take up the grievance or the dispute with the employee's immediate supervisor 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 ten (10) working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two.

a. If the grievance still remains unsettled, the Business Agent may, within fifteen (15) working days, forward the grievance to the Superintendent of Elections. If the grievance is not resolved after the response from the Superintendent of Elections within five (5) 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 fifteen (15) 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.

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

4. 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 seven (7) 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 Superintendent 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 provisions 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.

E. 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.

F. 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 dire.

G. Employees who are subjected to disciplinary action shall have the right to request a meeting with the Superintendent or their designee for review of the action, but not to arbitration. The request must be made, in writing, within 7 calendar days o receipt of the notice of disciplinary action and the meeting will occur within 10 calendar days of the request. Employees of the Superintendent of Elections are in the unclassified service and may be terminated at will.

H. 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 11 – 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.

ARTICLE 12 - NO STRIKE OR LOCKOUT

A. The Union covenants and agrees that during the terms 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 13 - 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. If the County Executive declares the County to be closed, employees will not suffer any loss of regular pay. If an employee is declared to be essential and is required to report to work on such a day, the employee will receive 1 hour of compensatory time for each hour worked.

ARTICLE 14 - 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.

Similarly, any employee who is demoted, will have a salary reduction based on those percentages.

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 same.

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 promotion 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 posting 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 one range promotion will move to the bottom of the new range or receive a 5% increase, whichever is greater. A two-range promotion will move to the bottom of the new range or receive a 6% increase, whichever is greater. A three-range promotion will move to the bottom of the new range or receive a 7% increase, whichever is greater. If old and new titles are on the same range, then the employee will receive a 5% increase.

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.

3. Upward mobility (moving to a job with a higher pay grade) shall be available without cut in pay and qualified senior employees, who apply, shall be given first consideration.

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

F. Promotional Opportunity for Clerk Titles: The parties are aware that there are ongoing discussions regarding promotional/merit opportunities specific to a different bargaining unit. The parties agree that contract negotiations may be reopened, limited to the issue of promotional/merit opportunities, based on the outcome of the other unit discussions.

ARTICLE 15. DURATION AND TERMINATION

A. This agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2025, or until execution of a successor agreement.

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. Negotiations for a successor agreement shall begin no later than December 1st of the year this agreement expires.

ARTICLE 16. GRADES, TITLES, START SALARY AND SCHEDULES

16.1 TITLES AND GRADES

A. Office of the Superintendent of Elections

<u>JOB TITLE</u>	<u>GRADE</u>	<u>SALARY</u>
Receptionist	A	\$31,503.00
Registration Clerk	B	\$32,503.00
Registration Specialist	C	\$33,503.00
Registration Specialist II	D	\$34,503.00
Sr. Registration & Outreach Specialist	E	\$35,503.00
Sr. Registration & Outreach Supervisor	G	\$39,503.00
Voting Machine Tech	C	\$33,503.00
Voting Machine Specialist	D	\$34,503.00
Sr. Voting Machine Specialist	F	\$36,503.00
Supervisor Voting Machine Specialist	G	\$39,503.00
Supervising Assistant Custodian Voting Machine	G	\$39,503.00

Titles and grades reflected herein are effective as of January 1, 2020.

16.3. SALARY SCHEDULE - PART TIME EMPLOYEES

A. Part-time employees will receive a pro rata share of increases as stipulated in Article 8, § 8.1 of this Agreement.

B. Effective dates will be as identified in Article 8, § 8.1 for full-time employees.

ARTICLE 17. REOPENER

The parties agree that contract negotiations will be reopened, limited to any and all articles implicating health insurance and medical benefits, prior to open enrollment in 2017. The County will send written notification to the union advising of when negotiations will begin. Should the Union wish to start those negotiations earlier, the Union shall send written notification to the County.

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

TEAMSTERS LOCAL 331
(Superintendent of Elections)

COUNTY OF ATLANTIC

MARCUS KING
President

DENNIS LEVINSON
County Executive

Date: _____

Date: _____

Business Agent

JAMES F. FERGUSON
County Counsel

Date: _____

Date: _____

APPENDIX A

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE

Salary Range	Percentage of Premium
Less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

Salary Range	Percentage of Premium
Less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 – 94,999.99	28.00%
95,000 – 99,999.99	29.00%
100,000 – 109,999.99	32.00%
110,000 and over	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER; PARENT/CHILD COVERAGE**

Salary Range	Percentage of Premium
Less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%