

2757

JUN 30 1994

A G R E E M E N T

BETWEEN

TOWNSHIP OF POHATCONG

AND

AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS

AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

January 1, 1994 through December 31, 1996

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PREAMBLE

THIS AGREEMENT, entered into this day of 1994,
by and between TOWNSHIP OF POHATCONG, a Municipal Corporation of
the State of New Jersey (hereinafter referred to as the "Township")
and LOCAL 575, AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS,
Affiliated with International Brotherhood of Teamsters, Chauffeurs,
Warehousemen & Helpers of America, located at 1034 Salem Road,
Union, New Jersey (hereinafter referred to as the "Union"),
represents the complete and final understanding on all the
bargainable issues between the Township and the Union.

ARTICLE I
RECOGNITION

The Township recognizes the Union as the exclusive collective negotiations agent for the employees of the Public Works Department, court clerks and police clerks employed by the Township of Pohatcong. Excluded Managerial employees.

ARTICLE II

UNION RIGHTS

Employees shall have the right to organize, join and support the Union for the purposes of engaging in collective negotiations or to refrain from doing same. Employees shall not be discouraged, coerced, or discriminated against by the Township or the Union with respect to hours, wages, or any term or condition of employment by reason of membership or non-membership in the Union or participation or non-participation in any of its lawful activities.

ARTICLE III
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, 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 rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees, including work assignments and scheduling.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees provided such employees have the qualifications and ability to perform the necessary work.

3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and

Management Rights (continued)

express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any national, state, county or local laws or ordinances. (N.J.S.A. 40A:-1 et seq. and N.J.S.A. 11A:1 et seq.)

ARTICLE IV

WORK HOURS, OVERTIME, HOURLY RATE, AND CALL-IN

A. WORK HOURS

1. The normal work week for the Public Works Department shall consist of five (5) consecutive days of eight (8) hours each for a total of forty (40) hour work week, Monday through Friday, inclusive.

2. The work hours for the Public Works Department shall be 7:00 a.m. to 3:30 p.m., with an unpaid lunch period of one-half (1/2) hour.

3. The normal work week for the Police Clerks and Court Clerks shall consist of five (5) consecutive days of seven (7) hours each for a total of thirty-five (35) hours work week, Monday through Friday, inclusive.

B. OVERTIME

1. After an 8 hour working day, the next four hours will be at time and one half; after 12 working hours, or after time and one half, pay will be based on double time until supervisor deems the job to be complete or the employee punches out. Employees will be paid time and one half for work on a Saturday. After 4 hours work on a Saturday, employees will be paid double time. Employees will be paid double time for work on Sundays, regardless of the length of the work day. Employees working into the next normal week day of work, will be paid normal wage starting at 7:00 a.m. Employees working on a holiday, will be paid double time and one half.

2. Department employees will be required to perform various job functions inside and outside of his job title.

C. CALL-IN TIME

1. An employee called in to work at a time other than his normal scheduled hours shall be paid at the rate and for the minimum hours noted below provided such time is not contiguous to the employee's work day.

a. Monday through Saturday - time and one-half (1 1/2) his regular straight time rate of pay for a minimum of two (2) hours.

b. Employees working on a holiday will be paid double time and one half.

c. In the event any of the time noted above is contiguous to the employee's regular work day, the employee will receive pay only for the hours actually worked with no minimum hourly payment.

ARTICLE V

SALARIES AND LONGEVITY

A. SALARY SCHEDULE

Salaries for all employees covered by this Agreement shall be in accordance with Schedule "A".

ARTICLE VI

UNION SECURITY AND PROBATIONARY PERIOD

A. UNION SECURITY:

Any permanent employee in the bargaining unit on the effective date of this Agreement or on the date upon which this Agreement is signed (whichever is later) who does not join the Union within thirty (30) days thereafter, and any future permanent employee who does not join within thirty (30) days of initial employment within the unit shall, as a conditional employment, pay a representation fee to the Union.

1. The Representation Fee shall be in an equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Township by the Union.

2. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the representation fee as provided in N.J.S.A. 34:13A-5.6. In the event that challenge is filed, the deduction of the representation fee shall be held in escrow by the Township pending final resolution of the challenge.

B. PROBATIONARY PERIOD:

All new employees shall be on probation for the first thirty (30) days of employment during which their employment may be terminated without recourse. In the event the Township determines that in its judgement it is necessary or desireable to extend the probationary period for an additional thirty (30) days for

Union Security and Probationary Period (continued)

a total of sixty (60) days it shall so notify the Union.

C. TEMPORARY EMPLOYEES

Employees hired for summer, seasonal, or special help in the course of the year are not required to become members of the Union, because they will be temporarily employed for no longer than one hundred and twenty (120) days (college or high school students).

ARTICLE VII

VACATIONS

A. Vacations for full-time employees shall be based upon the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>LENGTH OF VACATION</u>
1 year but less than 5 years	12 days
5 years but less than 10 years	15 days
10 years but less than 20 years	20 days
20 years and over	25 days

Leave not used during one year shall accumulate and be granted during the next calendar year only.

Permanent part-time employees are entitled to the same amount of leave on a prorated basis.

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever a permanent employee in Civil Service jurisdiction dies leaving to the employee's credit any annual vacation leave, there shall be calculated and paid to the deceased's estate a sum of money equal to the compensation figured on the salary rate at the time of the death.

ARTICLE VIII

HOLIDAYS

A. The following holidays with pay will be observed on the same day as the State and Federal government:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, General Election Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

B. Holidays designated above which officially fall on a Saturday shall be celebrated on the Friday before.

C. Holidays designated above which officially fall on a Sunday shall be celebrated on the Monday after.

D. The following holidays with pay will be also observed, day before Christmas Day and the day before New Years Day.

ARTICLE IX

SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE

A. SICK LEAVE:

1. Sick leave is defined as - the absence from duty of an employee who because of personal illness, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attendance of such employee.

2. A member of the employees immediate family shall be limited to husband or wife, son or daughter, brother or sister, mother or father, and mother-in-law or father-in-law.

3. Under no circumstances will the employee be paid for more than 120 days of accumulated sick leave or the maximum amount permitted by statute at the time the issue is raised. What is meant by this provision is that if the employee has accumulated more than 120 sick days he or she may not use those days unless they are in fact sick, ill or infirmed. (N.J.S.A. 11A:6-19)

4. Each member shall be entitled to the following sick leave per year.

Up to one (1) year of service.....12 working days per year
earned at a rate of one
day per month.

After one (1) year of service.....15 working days per year
at the rate of one and
one quarter per month.

Each member will be entitled to use three (3) sick days a year as personal days, to be called "Personal Sick Days".. Personal Sick Days are not eligible to be accumulated. The remaining days shall be used as sick days only, requiring an employee to call and report each day he is out. Employee to contact Public Works Supervisor between 7:00 a.m. and 7:30 a.m., or the Township Clerk between 9:00

Sick Leave, Personal Leave, Bereavement Leave (continued)

a.m. and 9:30 a.m. After three consecutive sick days are used, a doctor's excuse is required.

Sick Leave accumulation payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement/termination. No such lump sum supplemental compensation payment shall exceed \$15,000.00 (N.J.S.A.11:14-12)

DEATH/FUNERAL LEAVE

Five (5) working days for death in the immediate family only. Immediate family defined as follows: mother, father, sister, brother, children, mother-in-law, father-in-law, husband, wife, step-mother, and step-father. If an employee is called from work for death of the above named, this will not be included as part of the five day leave. Also, the employee called from work will not be penalized with a deduction from his pay for the hours not worked.

ARTICLE X

LEAVE OF ABSENCE

A. A leave of absence up to a maximum of ninety (90) days may be granted upon recommendation of the employee's department head by the Township Council provided that in the opinion and discretion of the Township Council such leave will not interfere with the efficient operation of the department.

1. The employee requesting a leave of absence shall submit such request to his department head in writing with reasons for the leave.

2. All such leaves of absence which are granted shall be without loss of seniority status and without pay. However, the employee on leave will not accrue seniority while on such leave.

3. Furthermore, vacation and sick days, as well as any other benefits provided for in this Agreement, shall not be accrued nor compensated for during the leave of absence.

B. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employed. Any violation of this understanding may result in an immediate termination of the leave of absence and discharge of the employee.

C. In unusual circumstances and solely at the discretion of the Township Council, a leave of absence may be extended for up to a maximum of an additional ninety (90) days.

ARTICLE XI

JURY DUTY

A. If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so that they may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his or her full salary less the monies paid to each juror by the courts.

B. At the termination of jury duty, the employee will have the Township Clerk's office or other officer of the Court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Township.

C. There shall be an understanding by and between the Township and the members of Local 575 that in the event the Township can have the members exempted from serving jury duty they may do so.

ARTICLE XII

TRAINING

A. In-service training may be made available to all employees covered herein as scheduled by the department head, supervisor or appropriate designee.

B. In-service training is defined as any time allocated by the department head, supervisor, or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without intervention of the Union.

B. DEFINITION

The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union, or the Authority.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any Step is waived by mutual consent.

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the Councilman in charge of

Grievance Procedure (continued)

the department within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Councilman in charge of the department or his designee shall make whatever additional investigation is necessary and shall, within five (5) calendar days after presentation of the grievance, give his decision.

STEP TWO - ARBITRATION:

a. In the event the grievance has not been resolved at Step One, the Local Union may refer the matter to arbitration, within ten (10) calendar days. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Mediation Board.

b. 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 provisions of this Agreement or any amendment or supplement thereto.

c. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

d. The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding subject to the provisions of law.

e. The cost of the services of the arbitrator shall be borne equally between the Township and the union, if necessary.

Grievance Procedure (continued)

Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next Step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, i.e. a "wildcat strike" or any job action identified above, the Township agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

No Strike Pledge (continued)

D. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in the law or in equity for injunction or damages or both in the event of such breach by the Union.

ARTICLE XV

DISCHARGE AND DISCIPLINE

A. The Township and/or its representative will have the right to discharge, suspend or discipline an employee for just cause.

B. In the case of suspension or discharge, the Township, through the Township Clerk, will notify the Union in writing within five (5) working days of such action.

C. The Union may contest only discipline in excess of three (3) days suspension through the grievance procedure. The Union shall notify the Township through its Clerk of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.

D. In the event the Township imposes discipline of three (3) days or less, the Union may request that the matter be discussed with two (2) councilmen designated by the Township, one (1) of whom shall be the head of the Department or his designee. Such discipline will not be subject to the grievance procedure.

ARTICLE XVI

MEDICAL COVERAGE

A. The Township agrees to furnish Blue Cross and Blue Shield Hospitalization and Medical and Surgical Insurance to its employees and their eligible dependents at no cost to said employees. A major-medical program shall also be provided, at no cost to the employees, with a \$300.00 deductible, and 80-20 plan thereafter. The \$300.00 deductible and the 20% co-pay are reimbursed by the Township. This program also includes a Blue Cross and Blue Shield Dental Program: \$25.00 deductible; \$1,000.00 annual maximum benefit. A Prescription Drug Plan is also included in the plan.

B. There will be a 100% Doctor/Patient Confidentiality on all claims.

ARTICLE XVII

LIFE INSURANCE

A. The Township will provide, in accordance with present practice, at the Township's cost and expense and without cost to the employees, a life insurance policy in the face amount of fifteen thousand (\$15,000.00) dollars per employee.

ARTICLE XVIII

UNIFORMS

Public Works Department Only

A. CLOTHING

The Township will provide each full time Public Works Department employee a rental uniform, and rain gear.

B. WORK-SHOE ALLOWANCE

The governing body shall reimburse full time Public Works Department employees for any personal effects damaged while performing employees job. This does not cover shirt and pants. Example: prescription eye glasses.

The governing body shall buy one pair of work shoes for each full time Public Works Department employee each year.

ARTICLE XIX
DUES CHECKOFF

A. Upon receipt by the Township of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his/her membership dues (and initiation fee if a new member), which shall be uniform, the Township thereafter will deduct from the first (1st) pay each month of each such member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his/her periodic Union dues (and initiation fee if a new member or representation fee).

B. The Township will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 1034 Salem Road, P.O. Box 776, Union, New Jersey 07083, provided that the Union shall previously have notified the Township of the amount of dues and initiation fees to be deducted and shall have furnished the Township with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.

C. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits or other forms of liability by reason of action taken by the Township in reliance

Dues Checkoff (continued)

upon signed authorization cards furnished to the Township by the Union and in compliance with the provisions of this Article.

ARTICLE XX
MEAL ALLOWANCE

A. The governing body shall pay \$6.00 for one breakfast in the a.m. and \$9.00 for one dinner in the p.m. for any full time employee that works continually because of emergency within the Township.

B. For every consecutive six (6) hours thereafter, until the end of the employee's working time, he or she shall receive a meal allowance.

ARTICLE XXI

SENIORITY

A. The seniority of an employee is defined as the length of continuous service as a Township employee dating back to his or her last date of hire.

B. Once a year, the Township shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Township. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications, and seniority dates.

C. Seniority shall determine: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Township.

D. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoff and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.

E. In the event of layoff and re-hiring, the last person hired shall be the first one to be laid off, and the last person

Seniority (continued)

laid off shall be the first to be recalled in accordance with this seniority provided that, in the judgment of the Township, the more senior employee is able to do the available work in a satisfactory manner, and provided further that he/she has the proper qualifications.

F. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Township record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIV

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 1994 and shall remain in full force and effect through December 31, 1996 and from year to year thereafter unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor later than ninety (90) days in advance of the expiration of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of propose changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

FOR THE UNION:

Albert Tuteh Pres.

FOR POHATONG TOWNSHIP:

Anthony Yangli

WITNESS:

Laura Zimmerman

WITNESS:

Jane Mundell

SCHEDULE A

SALARIES

- A. All employees will receive salary increments for the years 1994, 1995 and 1996 as follows:
 - a. 4% across the board, retroactive to the beginning of the fiscal year.
 - b. 5% across the board, retroactive to the beginning of the fiscal year.
 - c. 5% across the board, retroactive to the beginning of the fiscal year.
- B. Minimum of six (6) months required as Laborer before advancing to Skilled Laborer.
- C. Minimum of one (1) year required as Skilled Laborer before advancing to Truck Driver, Class C.
- D. Minimum of two (2) years required as Truck Driver before advancing to Equipment Operator.
- E. Advancement within Truck Driver and Equipment Operator Titles, from one Class to the next Class level will be considered per the recommendation of the Public Works Supervisor.
- F. The new rates will be:

<u>TITLE</u>	<i>1994</i>	<i>1995</i> <u>HOURLY RATE</u>	<i>1996</i>
Assistant Foreman.....	\$15.76	\$16.55	\$17.38
Equipment Operator.....			
Class A.....	\$15.29	\$16.05	\$16.86
Class B.....	\$14.77	\$15.51	\$16.29
Class C.....	\$14.27	\$14.99	\$15.74
Truck Driver.....			
Class A.....	\$13.77	\$14.46	\$15.18
Class B.....	\$13.10	\$13.75	\$14.45
Class C.....	\$12.44	\$13.06	\$13.71
Skilled Laborer.....	\$11.19	\$11.75	\$12.34
Laborer.....	\$8.66	\$9.09	\$9.55

<u>TITLE</u>	<u>SALARY</u>		
Deputy Court Admin.....	\$13,315.85	\$13,981.64	\$14,650.72
Police Clerk.....	\$20,311.20	\$21,326.76	\$22,393.09

SCHEDULE A (continued)

G. Payday will be every other Thursday.

H. Overtime to be paid every payday.