

6/30/95

AGREEMENT

between

THE VILLAGE OF NEWBERRY

and

**NEWBERRY VILLAGE
EMPLOYEES**

CHAPTER OF LOCAL #2530

Affiliated With

**MICHIGAN COUNCIL #25
AFSCME, AFL-CIO**

Effective: Upon Execution

Termination: June 30, 1995

Newberry Village of

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A G R E E M E N T

This Agreement shall become effective as of the date of its execution between the VILLAGE OF NEWBERRY (hereinafter referred to as the "Employer") and NEWBERRY VILLAGE EMPLOYEES CHAPTER OF LOCAL #2530 affiliated with MICHIGAN COUNCIL #25 AFSCME, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings and exhibits used in this agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION (Employees Covered).

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described as: all full-time and part-time employees of the Village of Newberry, but excluding elected or appointed Village officials, department heads, all police department personnel, supervisors as determined by the Commission, one confidential employee in the Village Clerk's office to be named by the Employer and all seasonal and temporary employees.

- (a) Seasonal employees and temporary employees shall not work more than one hundred twenty (120) days during any given contract year. Temporary and seasonal employees shall not be employed if there

are bargaining unit employees, who have recall rights, are laid off and who have the qualifications and ability to perform the work to be performed by temporary or seasonal employees, or if regular bargaining unit employees are working short work days or work weeks.

- (b) If the employer hires temporary or seasonal employees it shall not pay said employees at a rate higher than the maximum rate of the classification into which they are hired. Temporary and seasonal employees shall not receive holiday pay. In addition, scheduled overtime, within the classification shall be offered first to full-time employees within the classification. If the employer cannot fill its scheduled overtime needs from full time employees within the classification then it may work seasonal and/or temporary employees on said overtime.

ARTICLE 2.

UNION SECURITY (Agency Shop).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 3. DUES CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all union membership dues uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the secretary-treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues. The Union agrees to save harmless and indemnify the Village for any claim or cause of action arising from deductions made pursuant to these provisions.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached for forms.

ARTICLE 4. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 2 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached for form.

ARTICLE 5. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions.

ARTICLE 6. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairpersons.

The employees covered by this Agreement will be represented by one (1) steward and alternate in the Waste Water Treatment facility and one (1) steward and alternate for all other departments.

1. The employer will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.
2. The steward or Chapter Chairperson, during working hours, without loss of time or pay, may investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee member, and one (1) alternate member who shall act in the absence of a regular committee member.

2. Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations during employment hours.

ARTICLE 7. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as a peaceful means of settlement of disputes that may arise between them.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

STEP 1: An employee who has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based, or within five (5) regularly scheduled work days of when the employee should have reasonably known of the event. The Supervisor shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented. If the matter has not been settled at this point, and is to be processed further, the grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee and steward or

if a Union grievance, the steward only, and two (2) copies thereof must be presented to the Supervisor within three (3) regularly scheduled working days after the day upon which the employee received the oral answer from the Supervisor. The Supervisor shall sign and date the Union's copy. The Supervisor shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Employer's copy of the grievance form and sign the same.

STEP 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the employee's Chapter Chairperson or steward to the administrative assistant or his designee within five (5) working days after the immediate supervisor's answer is given or should have been given to the employee. The administrative assistant or his designee shall sign and date the Chapter Chairperson's or steward's copy. The administrative assistant shall respond to the Chapter Chairperson or steward in writing within five (5) working days of receipt of the grievance.

STEP 3. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 2 was given or should have been given meet with the Employer for the purpose of attempting to resolve the dispute(s).

STEP 4. If after the third step meeting, the grievance has not been satisfactorily settled, or if a Step 3 meeting was not held, either party shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days of when it should have been held. If the grievance has not been submitted to arbitration within said thirty (30) days of when it should have been held. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Union and not subject to further grievance. The arbitrator shall have no authority to add to, subtract from, change or modify any salary rate or plan that is not consistent with the terms of this Agreement, or rule on any provisions of the pension or insurance policy, but shall be limited solely

to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator in his/her own judgment to sustain, reverse or modify any alleged unjust discipline that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator shall be paid by the party who loses the arbitration. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

If a grievance has not been settled at any step of the grievance procedure and is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. If the grievance is not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure, provided, however, that nothing contained in this Section shall be construed so as to automatically advance the grievance to arbitration without filing for arbitration in accordance with Step 4 within the time limits specified therein. It is understood and agreed that by mutual agreement between the Employer and the Union, any time limit herein specified may be extended. The Union may, upon written notice to the Employer, withdraw a grievance without prejudice at any step of the grievance procedure prior to Step 4.

ARTICLE 9. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request of the employee, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, the Union shall request a meeting in accordance with Step 3 of the grievance procedure, in writing, within seven (7) days of the receipt of the Employer's notice of suspension or discharge.

(d) Discipline and Discharge

The following are the provisions with respect to causes for disciplinary action and for discharge. The Employer shall have the right to make such additional reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations and after advance notice to the Union and the employees, require special compliance therewith.

Section 1: For violation of any of the following rules, an employee shall be subject to disciplinary action up to and including discharge.

- (a) Gross neglect of duty or refusal to comply with a supervisor's instructions unless such instructions are injurious to employee's safety or health.
- (b) Insubordination.
- (c) Immoral and indecent conduct.
- (d) Intentional falsification of Employer's records.
- (e) Knowingly marking the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- (f) Theft or intentional destruction of Employer's or another employee's property or removal of Employer's property from Employer's premises without authorization of the Employer.
- (g) Sleeping on the job.
- (h) Drinking or possessing any alcoholic beverage or controlled substance on Employer's time, premises or equipment, or reporting for work while under the influence of alcoholic beverages or controlled substances.

- (i) Conviction of and sentenced for the commission of a felony while an employee of the Employer. If an employee is able to work during the appeal, he shall continue as an employee.
- (j) Deliberate or careless conduct endangering the safety of himself or others.
- (k) Unreasonable number of wage assignments and/or garnishments. "Unreasonable" shall be deemed to mean two (2) within a twelve (12) month period.
- (l) Abusive, threatening or coercive treatment of members of the public or supervisor.
- (m) Conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period, while driving the Employer's vehicle.
- (n) Absence from work for three (3) consecutive regularly scheduled working days without justifiable reason for said absence.
- (o) Sabotage.
- (p) Permitting any person who is not an employee to enter or ride in a Village vehicle without authorization of the Employer.
- (q) Consistent refusal to respond to emergency call outs.
- (r) Serious violation of a safety rule or safety practice including violation of Village Safety Manual.
- (s) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property.
- (t) If an employee is confined in jail, which prohibits the employee from working his/her normal shift, for five (5) or more working days.
- (u) Any offense of equal magnitude to the above.

Section 2: For the commission of any of the following offenses, an employee shall receive a written warning notice. If an employee receives two (2) written warning notices (for the same or difference offenses) within a period of twelve (12) consecutive months, upon commission of the third offense, such employee shall thereupon receive a disciplinary suspension; upon commission of the fourth offense, such employee shall thereupon be subject to discharge.

- (a) Late to work without a reasonable excuse acceptable to his supervisor.
- (b) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of supervisor.
- (c) Smoking in authorized areas.
- (d) Abusive, threatening or coercive treatment of another employee.
- (e) Minor violation of a safety rule or safety practice.
- (f) Failure to report for work without giving the Employer advance notice unless the employee presents a reasonable excuse acceptable to his supervisor.
- (g) Creating or contributing to unusually poor housekeeping in the building or equipment.
- (h) Vending, soliciting or collecting contributions on the Employer's time or premises without written authorization from the Employer.
- (i) Posting, removing or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- (j) Failure to attend meetings called during working hours by the Employer without an excuse acceptable to the Employer.
- (k) Any offense of equal magnitude to the above.

ARTICLE 10. SENIORITY. Probationary Employees.

(a) New employees hired in the Waste Water Treatment Plant shall be considered as probationary employees until they have actually worked one thousand forty (1,040) hours. All other employees shall be considered probationary employees until they have actually worked five hundred twenty (520) hours. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority among probationary employees and said probationary employees may be laid off or discharged in the sole discretion of the Employer without recourse to the grievance procedure.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees.

(c) Seniority shall be on a bargaining unit wide basis in accordance with the employee's last date of hire.

ARTICLE 11. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names of job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.

ARTICLE 12. LOSS OF SENIORITY.

An Employee shall lose his seniority and his employment shall be terminated for the following reasons only:

(a) He quits or retires.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer during said three (3) day period of a justifiable reason for said absence. After such absence, the Employer will send written notification to the

employee at his last known address with a copy to his steward that he has lost his seniority, and his employment has been terminated.

(d) If he does not return to work when recalled from lay off as set forth in the recall procedure.

(e) If he fails to return to work immediately following an expiration of a sick leave or other leave or accepts employment with another employer while on leave of absence.

(f) When an employee has been laid off for twelve (12) consecutive months.

ARTICLE 13. HOURS AND SHIFTS.

(a) The normal hours of work in the Waste Water Treatment Department shall be from 7:00 a.m. to 3:30 p.m. seven (7) days per week. It is likewise understood and agreed that the Employer shall have the right to establish a second shift at the Waste Water Treatment Department if the Employer deems said shift necessary or if the Employer is required by the State to establish same.

If the employer establishes a second shift, it shall designate the classifications necessary to staff said shift. Employees within the classification needed shall be assigned, giving preference to seniority within the classification, provided the employee has the skills and ability to perform work on said shift.

(b) The normal hours of work in the Street department shall be from 7:00 a.m. to 3:30 p.m. For snow removal or plowing, the Employer may establish shift hours of 1:00 a.m. to 9:30 a.m.

(c) The normal hours of work in the Water and Light Department shall be from 7:00 a.m. to 3:30 p.m.

(d) The normal hours of work in the Administrative Office shall be from 8:00 a.m. to 5:00 p.m.

(e) It is expressly understood and agreed that the aforesaid hours for the various employees within the bargaining unit are merely a guide to normal starting and quitting times, and in no way are to be construed as a guarantee of hours per day or per week. It is expressly understood and agreed that the Employer may reduce the hours worked per day and/or the hours worked per week for some or

all employees in lieu of a total layoff of some or all employees as specified in Article 15. If the Employer implements a reduced work day or work week, there shall be no bumping rights as provided in Article 15.

(f) Employees who are regularly scheduled for and work the second shift shall receive, in addition to their regular hourly rate, a ten (10) cent per hour shift premium for all hours actually worked on said second shift. Employees who are regularly scheduled for and work the third shift shall receive, in addition to their regular hourly rate, a fifteen (15) cent per hour shift premium for all hours actually worked on said third shift.

(g) Employees in all departments except the Administrative offices shall receive a one-half (1/2) hour unpaid lunch period during each eight (8) hour shift. Employees in the Administrative Offices shall be allowed one (1) hour unpaid lunch period.

(h) Employees in the Street and Water and Light Departments shall be allowed a one-half (1/2) hour paid coffee break at or near the midpoint of their morning shift when they are working a 7:00 a.m. to 3:30 p.m. shift. When said employees are working the 8:00 a.m. to 4:30 p.m. shift, they shall be entitled to a fifteen (15) minute paid break at or near the midpoint of the first half of their shift and at or near the midpoint of the second half of their shift. It is understood and agreed that the timing of the break and/or lunch periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break or lunch period until the urgent or critical aspects of the job then being performed have been completed. Employees in the Waster Water Treatment Department shall be entitled to have coffee at their work stations during the day, but there shall be no formal coffee break period. Employees in the Administrative Department shall be entitled to one-half (1/2) hour paid coffee break at or near the midpoint of the second half of their shifts. It is understood and agreed that employees shall not go to restaurants or other commerical establishments for coffee breaks.

ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairperson, the Chapter Secretary and the stewards, in that order, shall head the seniority list of the unit during their term in office only for the purpose of layoff and recall; however, it is understood and agreed that the superseniority may be exercised only to maintain those employees working and not to hold a given classification and

it shall hold those employees working only so long as they have the skills and ability to perform the available work. The Union agrees to hold the Employer harmless against any and all claims, suits and damages which may result from this Article and defend the Village with an attorney of the Union's choice and at the Union's expense in all actions.

ARTICLE 15. LAYOFF.

When in the judgment of the Employer, it becomes necessary to reduce the number of employees in the bargaining unit, the Employer shall select the job classifications which shall be reduced. The last employee or employees to enter the classification being reduced shall be the ones first removed therefrom. Employees thus removed from the job classification may exercise their seniority to replace the employee who last entered any other equal or lower-rated pay classification within the bargaining unit which work such replacing employee has the then present skill and ability to satisfactorily perform and possess any licenses required and all other requirements of the job. Employees thus displaced from their job classification shall be entitled to exercise the same right.

(a) When circumstances are such that the Employer has prior knowledge that a layoff will become necessary, it shall give the Union and the affected employees at least fourteen (14) calendar days notice. Said notice shall contain the name of the employees scheduled for layoff, their seniority, job classification and work location. If the Union feels that the action of the Employer is not in accordance with the terms and provisions of this Agreement, it shall submit a grievance at Step 3 of the grievance procedure.

ARTICLE 16. RECALL PROCEDURE.

When recalling employees to work within a department, they shall be recalled on the basis of the most senior employee laid off from the department being recalled first, provided he can perform the available work and has the required licenses.

ARTICLE 17. TRANSFERS.

(a) Transfer of Employees

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees

transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

(b) Temporary Transfers

In the event it is necessary to temporarily transfer an employee, the Employer will first offer the temporary job to the most senior qualified employee, who has the ability to do the work. If the seniority employee declines the temporary job, the Employer may assign the least senior qualified employee who has the ability to do the work. The Employer may bypass a seniority employee provided the seniority employee's work is crucial and cannot be spared at that time.

ARTICLE 18. JOB POSTINGS AND BIDDING PROCEDURES.

(a) When the Employer deems it necessary to fill a new, permanent job classification or a permanent vacancy in an existing job classification, such permanent opening or vacancy shall be posted on the appropriate bulletin board in each Department for a period of five (5) regularly scheduled working days during which period employees may bid for such job opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the one who best meets the requirements shall be awarded the same. If two (2) or more bidding employees, who meet the requirements as established by the Employer and have the required abilities to relatively the same extent, the employee with the most seniority will be awarded the job. If among those bidding therefor, there are none who have the present ability to satisfactorily perform the work involved, then the senior bidding employee who appears to have the ability to readily learn to satisfactorily perform the job requirements shall be awarded the job and shall be given a trial or break-in period of not to exceed sixty (60) regularly scheduled working days. Under normal circumstances, the job will be awarded within seven (7) days of the close of the job posting and filled within thirty (30) days. However, it is agreed that unforeseen circumstances may prolong these periods and necessitate the Employer not fill the job which has been posted. If those circumstances occur, the Employer will notify the Union, in writing. If there are no bidders or if among those who bid there are none who appear to have the ability to readily learn to satisfactorily perform the job requirements as above mentioned, the Employer shall be free to hire new employees.

1. It is understood and agreed that the Journeyman Lineman/Water Operator classification shall not be subject to bidding procedures contained in this

Article and therefore, the Village can hire employees directly into these classifications from outside the bargaining unit.

(b) When an employee is awarded a job under this section, he shall be on a trial period and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first sixty (60) days of work in his new job classification. In addition, an employee may remove himself during the job trial period.

If the employee is removed or removes himself, he shall be returned to the last previous job classification he had permanently occupied prior to the bidding.

(c) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range which is equal to or less, under the bidding procedure during the next succeeding six (6) months period. Any employee who is removed from a job classification from which he had bid because of his inability to satisfactorily perform the requirements thereof, or an employee who removes himself as provided in Subsection (b) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.

ARTICLE 19. LEAVES OF ABSENCE.

(a) The reemployment rights of employees and probationary employees who enter the military service will be in accordance with all applicable laws and regulations.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

(c) An employee who, because of accident, illness or pregnancy is physically unable to report for work shall be given a leave of absence without pay for up to one (1) year, provided he or she properly notifies the Employer of the necessity therefore, and provided further that he or she supplies the Employer with a certification from a licensed physician of the necessity for the continuation of such absence when the same is requested by the Employer. The employee may extend the leave of absence for up to an additional one (1) year period, provided medical certification from a licensed physician for an extension is provided. In addition, the Employer may require a medical examination, at

its expense, by a physician of its choosing and certification from its doctor as to the necessity of the extension.

(d) Members of the Union selected to attend a function of the Union, work shops or seminars will be allowed time off without loss of time to attend. Such leave shall be restricted to no more than one (1) employee and for a maximum of three (3) days per year.

(e) Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position to which his seniority entitles him.

ARTICLE 20. UNION BULLETIN BOARDS.

The Employer will provide space for bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The bulletin boards shall be built and paid for by the Union.

ARTICLE 21. RATES FOR NEW JOBS.

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 22. JURY DUTY.

An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he or she must then report for work, if there is one (1) or more hours of work left on the shift. In order to receive payment, an employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 23. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer is hereby established. This Committee shall consist of the steward and shall meet as often as necessary with the Employer

during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 24. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification in their departments. An up-to-date list showing overtime hours will be posted biweekly in a prominent place in each department. Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

ARTICLE 25. WORKERS COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation, an amount to be paid by the Employer to be sufficient to make up the difference between Worker's Compensation and his regular weekly take-home pay, up to six (6) months, with the understanding that subsequent payments will be made on the basis of earned sick time and/or vacation time.

(a) Insurance coverage shall be paid by the Village for the first six (6) months of any injury. After the six (6) month period, employees shall be required to provide their own insurance coverage.

ARTICLE 26. CALL IN.

When an employee is called in to perform work at a time other than that for which he has previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight time hourly rate or actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and voluntarily fail to complete their regular shift thereafter.

ARTICLE 27. SICK LEAVE.

(a) All employees covered by this Agreement shall accumulate one and one-twelfth (1-1/12th) sick leave days per month for each month the employee actually works ninety-six (96) hours, not to exceed thirteen (13) days per year with unlimited maximum accumulation.

(b) One-half (50%) of all accumulated, unused sick leave days will be paid upon severance of employment, and upon death of an employee, all accumulated, unused sick leave days (100%) will be paid at the prevailing rate to the employee's estate or beneficiary.

(c) It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and to notify the Village if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer after they have returned to work.

(d) Each department head will be responsible for approving sick leave and he may do so for only valid reasons and after an employee informs him of his intention not to report for work.

Unless the employee is hospitalized, he will be responsible for notifying the department head of his intended absence each day of his absence, even when such absences are consecutive.

(e) Employees, prior to returning to work from sick leave or workers' compensation leave, may be required by the Employer to present proof from a medical doctor attesting that said employee is able to return to work and perform all aspects of his/her job responsibilities. If the Employer desires additional medical certification upon the employee's reporting for work or while the employee is out on sick leave, it may require the employee to submit to a medical examination by a doctor of its choice at the Employer's expense. If the employee's doctor and the Employer's doctor disagree, then the Union and the Employer shall select a third doctor and that doctor's findings shall be final. If the employee is determined physically able to return to work in a full capacity, he/she shall report for work or be terminated.

ARTICLE 28. FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. The Chapter Chairperson or representative shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a

member of the bargaining unit for the exclusive purpose of attending the funeral. Any amount above the allotted time an employee would take as vacation time or time off without pay. In the event of a death of a Village employee, all employees will be allowed one-half (1/2) day off with pay for the purpose of attending the funeral.

ARTICLE 29. TIME AND ONE-HALF AND DOUBLE TIME.

(a) Time and one-half (1-1/2) will be paid as follows:

1. For all hours over eight (8) in one (1) day.
2. For hours in excess of forty (40) in a any work week.

However, there shall be no pyramiding of overtime and therefore an employee may not be paid under both (1) and (2) above.

(b) Double time will be paid for all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE 30. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	One-half day Christmas Eve
July 4th	Christmas Day
Labor Day	One-half day New Year's Eve

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b) All holidays falling on Saturday or Sunday shall conform to the day observed nationally.

(c) To be eligible for holiday pay under this Article, an employee must be a regular bargaining unit employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurs during his or her regular scheduled vacation or (2) unless excused by the department head, and must not be on layoff status or on Workers Compensation leave or sick leave which began more than thirty (30) days prior to the given holiday(s) for which payment is requested.

ARTICLE 31. VACATION ELIGIBILITY.

An employee will earn credits toward vacation pay in accordance with the following schedule:

Employees with zero (0) but less than five (5) years service shall earn one (1) day per month with a maximum of twelve (12) days per year. Employees with five (5) but less than ten (10) years of service shall earn 1.25 days of vacation per month with a maximum of fifteen (15) days per year. Employees with ten (10) or more years of service shall earn 1.42 days of vacation per month with a maximum of seventeen (17) days per year.

ARTICLE 32. VACATION PERIOD.

(a) Vacations will be granted at such times during the year which are mutually agreeable to the Employer and the employees.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation shall be rescheduled provided the employee submits a doctor's statement.

(e) In order to accumulate vacation for any given month as provided in Article 31, an employee must actually work ninety-six (96) hours in a given month.

ARTICLE 33. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired or serves his employment, he will receive any earned vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE

(a) The Employer agrees to pay ninety-five (95%) percent of the premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross-Blue Shield, Master Medical Option 4 with ML, IMB, OB and drug prescription riders (with \$2.00 deductible). This coverage shall be applied to all employees covered by the terms of this Agreement. Employees shall pay the remaining five (5%) percent of their premium for hospitalization medical coverage and shall have said five (5%) percent deducted from their pay checks.

(b) The Employer agrees to pay ninety-five (95%) percent of the premium for hospitalization medical coverage for the employee and his family during the employee's absence as a result of any on-the-job injury that results in and while receiving Workers' Compensation up to a maximum of six (6) months per compensable injury and for any other injury, illness or maternity for a period of six (6) months. After the six (6) months, provided the insurance company will allow, the employee may continue the coverage at the group rate provided they make payment to the Employer. During the six month coverage period the employee shall pay his/her five (5%) percent of the premium directly to the Village.

(c) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family for all employees who retire after age 60 years and who qualify for retirement pursuant to the Village Retirement System. Employees who retire on or after July 1, 1992, the Employer shall pay ninety-five (95%) percent of their premium and the retiree shall pay the remaining five (5%) percent of the premium. The Employer shall provide said insurance for its retirees to age limit 65 years; thereafter, the Employer shall provide the Medicare supplement and pay ninety-five (95%) percent of the premium therefore and the employee shall pay five (5%) percent. Employees, who take a normal retirement under the Village plan prior to age 60, shall be responsible for their own insurance coverage and premiums until he/she reaches age 60 at which point the Village shall assume ninety-five (95%) percent of the premium liability to age 65.

ARTICLE 35. LIFE INSURANCE COVERAGE.

(a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of ten thousand dollars (\$10,000) while employed or on retirement. The Employer shall not be required to provide this insurance to employees on retirement past the age limit of seventy (70) years of age.

The Employer shall provide the above noted life insurance coverage to employees who are on layoff for the first thirty (30) calendar days following the effective date of layoff. After the thirty (30) calendar days, the employee will be able to continue the policy at the group rate provided they make the premium payments through the Employer to the extent the insurance company allows.

(b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 36. COMPUTING OF BENEFITS.

Except for sick leave accumulation, vacation accumulation, longevity bonus, required hours worked for completion of probation and overtime payments for work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a week, all hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. The Employer shall not increase the size of the work force for the purpose of reducing hours worked in avoidance of the benefits provided herein.

ARTICLE 37. UNEMPLOYMENT COMPENSATION.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 38. SUBCONTRACTING.

The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees.

ARTICLE 39. CONSOLIDATION AND ELIMINATION OF JOBS.

In the event the Employer consolidates or eliminates a job, it will notify the Union thirty (30) days in advance. If the Employer consolidates a job and increases the job duties of an employee, it will meet with the Union in an attempt to reach an equitable pay rate on said job. The Employer will not eliminate or consolidate a job for vindictive reasons.

ARTICLE 40. SUCCESSOR CLAUSE

In the event the Village sells, leases or transfers all or part of the operation of the Village, the Union will be notified in writing sixty (60) days in advance and upon request of the Union, the Village agrees to meet with the Union to discuss the matter. The Employer further agrees to make a sincere effort to arrange with the successor employer a transfer of the affected employees, if the employee desires a transfer.

ARTICLE 41. WORK PERFORMED BY SUPERVISORS.

Supervisory employees may perform bargaining unit work provided said work does not result in the reduction of hours for bargaining unit employees or the layoff of bargaining unit employees or in the transfer of any bargaining unit employee or deny them overtime work normally performed by the bargaining unit employees.

ARTICLE 42. COMPUTATION OF BACK PAY.

If it is ruled, under the grievance procedure, that the Employer has violated the terms of this Agreement, the arbitrator shall in his/her discretion have the authority to award full, partial or no back pay for wages lost by the employee as a result of the Employer's violation less such compensation as the employee may have earned at new or expanded employment.

ARTICLE 43. MAINTENANCE OF DRIVER'S LICENSE.

As a condition of continued employment all employees, except office clerical employees, are expected to have and maintain only one valid Michigan Commercial Drivers License (CDL). The Village shall pay the difference in cost between a regular drivers license and the cost of the CDL license. The employee shall pay all other costs associated with obtaining and maintaining said license including the cost of physical examinations. Employees who have their drivers license suspended or revoked for a period of thirty (30) calendar days or less may be placed on unpaid suspension until the license is returned. Employees, who have their drivers license suspended or revoked for a period of time in excess of thirty (30) calendar days, may be discharged at the discretion of the Employer.

ARTICLE 44. EXCLUSIVE AGREEMENT.

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or

conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding or arrangement heretofore existing.

ARTICLE 45. PENSIONS.

The pension provisions now in effect for employees covered by this Agreement shall be continued. However, the Employer agrees to change the plan as of January 1, 1993, from the present C-1 Plan to the B-2 Plan for all employees who retire on or after January 1, 1993.

As of January 1, 1978, the Employer agrees to adopt, by resolution, the waiver of Section 47-f of Public Act 135, providing for no reduction in pension for those restraints less than sixty (60), but at least fifty-five (55) years of age, with twenty-five (25) years or more of credited service. Effective August 8, 1988, the Employer shall pay the entire contribution for pension.

The Employer agrees that once each year he will supply the employees with a statement as to the amount of money the employees may have in their accumulated sums in the retirement system.

ARTICLE 46. LONGEVITY.

On December 1 of each year, or the nearest payroll period to December 1, the Employer shall pay to each employee who qualifies a longevity bonus based on the following schedule:

One (1) through Four (4) years of service . . .	\$92.00
Five (5) through Nine (9) years of service . . .	144.00
Ten (10) through Fourteen (14) years of service	196.00
Fifteen (15) through Nineteen (19) years of service	248.00
Twenty (20) years or more	300.00

Years of service shall be determined by the employee's anniversary date of hire. An employee shall be paid for the year he/she is in on December 1 of each year, provided the employee has a minimum of six (6) months service with the Village and has actually worked one thousand two hundred (1,200) hours during the year in question.

ARTICLE 47. MANAGEMENT'S RIGHTS.

The Village, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished in this Agreement are reserved to and remain vested in the Village, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, or methods of operation; (b) to introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work or process or services, for the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign, and lay off employees, to reduce the work week, or the work day or effect reduction in hours worked by combining layoffs and reductions in work week and work day, to set hours of employment and to set times during the work day of all shifts; (g) to direct the work force, assign work, and determine the number of employees assigned to operations; (h) to establish, change combine or discontinue job classifications and prescribe and assign new job duties, content and classification; provided that, in the exercises of all of these prerogatives the Village shall not violate the provisions of this Agreement.

The above shall not be interpreted or construed that the Union waives its rights under Public Act 379 to bargain collectively on wages, hours, or other conditions of employment.

ARTICLE 48. WORK GLOVES AND COVERALLS.

The Village shall provide work gloves to employees using gloves in their employment. Worn gloves shall be replaced upon an employee turning such gloves in to his department head or supervisor. The Village shall not be responsible for replacing lost gloves, and worn or destroyed gloves must be turned in to entitle the employee to new gloves.

The Employer shall furnish two (2) coveralls per year to employees assigned to garbage collection. Said employees shall be responsible for cleaning the coveralls and shall not use them for any other non-Village work.

ARTICLE 49. TEMPORARY SUPERVISING.

The Employer shall have the right to select an employee to perform the necessary supervisory functions in the absence of the department supervisor to fill anticipated vacancies of less than thirty (30) days. The employee shall be selected at the discretion of the Employer and while performing the function of acting supervisor shall be paid twenty-five (\$.25) cents more than his or her normal hourly rate. If the supervisory vacancy is anticipated to be longer than thirty (30) days, the Employer shall post the vacancy and employees within the department where the vacancy occurs may request in writing, a temporary transfer to the acting supervisor position. The employee shall state on his/her request all qualifications which he/she feels qualify them for the position. The Employer will examine the qualification of all employees within the department, i.e. those requesting and not requesting, and shall select the employee it deems most qualified. If an employee is not selected and wishes an explanation, the Employer will explain the reason for not selecting the employee to that employee.

ARTICLE 50. APPRENTICE PROGRAM.

NOTE: Each step is approximately six months; however, at each step the employee must actually be physically present and work 1,000 hours.

0-1,000 hours actually worked. During this period, the employee's hourly rate shall be 60% of the Journeyman rate.

Apprentice should be issued climbing gear and begin learning to climb. Greatest emphasis should be placed on safety awareness and hazard recognition. No work on energized primary equipment, poles or structures.

1,000-2,000 hours actually worked. During this period, the employee's hourly rate shall be 65% of Journeyman rate.

Apprentice should be issued rubber gloves and allowed to work 600 volts or less as his climbing ability allows, but not on energized primarily equipment, poles or structures.

2,000-3,000 hours actually worked. During this period, the employee's hourly rate shall be 70% of Journeyman rate.

Apprentice should be allowed to work on any equipment, pole or structure, but not within reaching or falling distance of conductors energized at more than 600 volts.

3,000-4,000 hours actually worked. During this period, the employee's hourly rate shall be 75% of Journeyman rate.

Apprentice shall be allowed to work energized, primary voltage with a qualified lineman on energized equipment, poles or structures.

4,000-5,000 hours actually worked. During this period, the employee's hourly rate shall be 80% of Journeyman rate.

Apprentice shall continue to work with a qualified lineman on energized equipment, poles or structures, but more responsibility for safety and equipment operation should be assumed.

5,000-6,000 hours actually worked. During this period, the employee's hourly rate shall be 85% of Journeyman rate.

Apprentice shall continue to work with a qualified lineman on energized equipment, poles or structures and become more aware of his responsibility to his co-workers, the public, and his utility's public image by sharing the problems.

6,000-7,000 hours actually worked. During this period, the employee's hourly rate shall be 90% of Journeyman rate.

Apprentice shall continue to work with a qualified lineman on energized equipment, poles or structures, but should be given the lead on selected jobs to develop his leadership ability.

It is the practice of the Joint Apprenticeship and Training Committee to rule that an apprentice be "promoted normally". This allows an apprentice to be promoted from step to step on a basis of hours worked as long as his field evaluations are satisfactory.

ARTICLE 51. APPENDICES.

The following appendix is incorporated and made a part of this Agreement:

APPENDIX A - Classifications and Rates

ARTICLE 52. DURATION OF AGREEMENT.

THIS AGREEMENT shall become effective as of the date of its execution and shall remain in full force and effect until midnight the 30th day of June, 1995, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Dated: 10-13-92

Dated: 10-13-92

NEWBERRY VILLAGE EMPLOYEES
CHAPTER OF LOCAL #2530
MICHIGAN COUNCIL #25, AFSCME

VILLAGE OF NEWBERRY

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Zane C Vinton Council 25

APPENDIX A

CLASSIFICATIONS AND RATES

<u>CLASSIFICATION</u>	<u>EFFECTIVE 9/21/92</u>	<u>EFFECTIVE 7/1/94</u>
Operator-Water & Light	\$ 9.70	\$ 9.99
*Journeyman Lineman - Water Operator (must maintain all necessary licenses)	10.68	11.00
Heavy Equipment Operator	9.42	9.70
Truck Driver	9.18	9.46
Mechanic	9.61	9.90
Dump Operator	9.13	9.40
Waste Water Operator	9.75	10.04
Office Clerical	9.50	9.79
Office Clerical Part-Time	8.56	8.82
Groundsman	9.97	10.27

Each new employee shall be paid at a rate of twenty cents (\$.20) per hour below the rate established for their position during said employee's probationary period, except Water and Waste Water personnel who shall work at the reduced rate until licensed.

*It is the intent of the employer to transfer the well maintenance and inspection to this classification as the employees become licensed to perform the function.