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6/30/97

AGREEMENT

between

CITY OF DURAND

and

TEAMSTERS LOCAL 214

effective July 1, 1993 to June 30, 1997

Durand, City of

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AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 1993 to June 30, 1997 between the City of Durand (hereinafter referred to as the "Employer") and the Teamsters Local 214 (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of the 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 and the employee's success in establishing a proper service to the community.

1. RECOGNITION-EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions, of Act 379 of the Public Acts 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 units as described below.

UNIT: All full-time employees who work in excess of twenty (20) hours per week for the City of Durand, including Water Department Foreman, Public Works Foreman, and the Wastewater Plant Foreman, but excluding City Clerk, City Treasurer, City Assessor, City Manager, all Deputies and Clerical, Superintendent of Wastewater Treatment, Chief of Police, Fire Chief, City Attorney, Health Officer, Director of Parks and Recreation and executives and supervisors of the Union check off employees and representation of all casual and part-time employees.

2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendixes.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.

(b) In accordance with the policy set forth under sub-section (a) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start the first of the month following thirty-one (31) days of employment.

(c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

4. UNION DUES AND INITIATION FEES

Section 1. Payment by Check-off.

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off Dues Form:

TO: _____

I hereby request and authorize you to deduct from my earnings one of the following:

- () an amount established by the Union as monthly dues.
- or
- () an amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to the Union.

BY: _____

Print Last Name Print First Name

Address Zip Code Telephone

Department Classification

Signature Date

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, and/or initiation fees of the Local Union No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

(c) The Employer shall be held harmless and shall not be liable to the Union or the employees for moneys deducted in accordance with the certificate referred to in Section 1 above or for moneys once remitted to the Union by first class mail, postage prepaid.

5. UNION REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

6. STEWARDS AND ALTERNATE STEWARDS

Section 1. The bargaining unit shall be represented by two stewards. One of whom shall be the Chief Steward designated by the President of the Union and one of whom shall be an Alternate elected by the bargaining unit members and the alternate may act only in the absence of the Chief Steward.

Section 2. The stewards, during his/her working hours, without loss of time or pay, may use a reasonable amount of time in investigating and preparing grievances, provided it results in no undue disruption of the efficient operation of the City, to Supervision at the first, second and third step of the Grievance Procedure. In the absence of the Steward, the Alternate Steward may present the grievance during the first three steps.

Section 3. The employee selected to act as steward and the names of the other union representatives, who may represent employees, shall be certified in writing to the Employer by the Union and the individuals so certified shall be authorized to process grievances. Changes of representatives shall be forwarded to the Employer so they can be noted.

Section 4. The Employer will allow the employees to use a proper meeting place on City property for conducting Union business on necessary occasions. The time and place of these meetings to be mutually agreed upon and the employer to be given sufficient notice.

7. SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Union President and the Employer or its designated representatives upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. 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 conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose pay for time spent in such special conferences. Meetings may be attended by a representative of the Local and/or representative of Teamster 214.

Section 2. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

8. GRIEVANCE PROCEDURE

Section 1. Any employee having a specified grievance claiming a violation of any part of this Agreement or a state or federal law must first present the same on a verbal basis to his/her immediate Supervisor, either individually or together with his/her Steward at the employee's option. It is understood that after this complaint of a grievance is made to the Supervisor, the Supervisor will give the employee an answer within twenty-four (24) hours. Subsequent to the Supervisor's answer the Union shall have three (3) working days in the event they do not accept the Supervisor's decision to reduce the grievance to writing, specifying the section of the contract or state or federal law alleged to be violated and the conditions with which the Union claims violated the contract or state or federal law and submit the grievance in writing to the Supervisor. The Supervisor shall then give his/her answer, in writing, within three (3) working days.

Section 2. If the matter is not thereby disposed of, it will be submitted, by the Steward within three (3) working days of their Supervisor's written answer in Section 1, to the City Manager, or his/her designated representative. The City Manager or his/her designated representative will date and sign an acknowledgment of receipt, and return one copy to the Steward. The City Manager or his/her designated representative will meet with the Steward within five (5) working days and not later than five (5) working days from this meeting shall give a written answer to the grievance.

Section 3. If the matter is not thereby settled, the Union may within ten (10) working days after receipt of the answer from the City Manager, file with him/her a notice that the Union desires to appeal it to the Grievance Appeal Board, consisting of three (3) members from each side. The Union may, if it so desires, bring in a Union Representative as one of its members at this step of the procedure. The City shall appoint its three (3) representatives to meet with the Union at the Appeal Board. At such meeting either party may be represented by any outside representatives of its choice, and outside representatives of the Union may meet with the Steward not to exceed one-half (1/2) hour before the meeting begins. The Grievance Appeal Board shall, within six (6) working days after such a meeting, give its written decision to the Steward. In the event of an adverse decision to the grievant by the Appeals board, Teamsters Local #214 will refer the matter to their Union Panel, who will make the determination as to whether or not the Union will pursue the matter to arbitration. The Union Panel will make their determination within thirty (30) days after the Grievance Appeals Board decision.

Section 4. In the event that any grievance growing out of the interpretation or application of this Agreement is not settled through the Grievance Procedure at this point, the Union may request Arbitration within thirty (30) days from receipt of the disposition by the Union Panel. Such requests shall be in writing, and shall state the issues to be decided and the portion of the Agreement which the Union claims to have been violated and the basis on which such violation is claimed. If there is no request made within the thirty (30) day period, the matter shall be considered settled on the basis of the last answer provided by the Employer.

Section 5. Not more than one grievance or dispute may be submitted in one arbitration proceeding, except by mutual agreement of the parties. The parties agree that the grievance shall be submitted to final and binding arbitration and the arbitrator shall be selected in accordance with the procedures and rules of the Federal Mediation and Conciliation Service.

Section 6. The fee of the impartial arbitrator, his/her travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, cost of a transcript if desired, witness or other persons attending the hearing on behalf of either party shall be born by the party incurring them.

Section 7. The Arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he/she have the power to establish or change any classification or wage rate, to rule on any claim arising under an Insurance Policy or Retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to the interpretation of proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitratable hereunder.

Section 8. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the Grievance Procedure to the next written step within said time limits shall be considered settled on the basis of the last preceding decision.

Section 9. Any claim for back wages will only be valid, in the event the grievance is decided in favor of the employee, from a period of ten (10) working days prior to the date the grievance was first presented in writing.

9. COMPUTATION OF BACK WAGES

No claim for back wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and benefits. However, any such award may be decreased by such earnings received from other employment or unemployment compensation during the recognized entitled period.

10. DISCHARGE OR SUSPENSION

Section 1. The Employer agrees not to discharge or suspend any employee without just cause. In addition, the Employer agrees promptly upon the discharge or suspension of any employee, to notify the Steward thereof in writing. The discharged or disciplined employee will be allowed to discuss the same privately with his/her Steward without undue delay after such action is taken. If such action is claimed to be in violation hereof, a grievance may be filed in accordance with the provisions of this Article. In the event that the immediate supervisor is absent, the grievance may be filed at the next step of the procedure.

Section 2. The warning notices as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice.

Section 3. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions or warnings which occurred more than two (2) years previously. Any warning issued shall remain in effect for two (2) years from date of warning notice. The employer shall not impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire.

11. SENIORITY-PROBATIONARY EMPLOYEES

Section 1. New employees in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes the probationary period by accumulating six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from the day, six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

Section 2. the Employer may have the right to extend the probationary period up to an additional six (6) months for further evaluation.

Section 3. 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 for other than Union activity.

Section 4. New employees will receive seventy percent (70%) of the rate of their job classification when hired; on completing his probationary period, the employee will receive one hundred percent (100%) of his job classification, providing however, that if the probationary period shall, in accordance with the terms of this Agreement, be extended, the employee will receive seventy-five percent (75%) of his pay rate set forth in his job classification during the extended probationary period.

After completion of the probationary period, the employee will go to the full rate for the classification according to seniority.

12. SENIORITY

Section 1. Seniority shall be based on an employees date of hire.

Section 2. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

Section 3. The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

Section 4. The Employer will keep the seniority list up to date at all times and will provide the local Union and Local office with up-to-date copies twice yearly.

13. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

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

(c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence the Employer will send written notification to the employee at his last-known address that he has lost his seniority and his employment has been terminated.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) He fails to return to work at the termination of a leave of absence or sick leave. An exception shall be made upon the employee producing legitimate reason and proof of his inability to give notification that he could not return as scheduled prior to the expiration of the leave.

(f) He retires.

14. SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within job classification. In proper cases exceptions may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made. Requests will be made during the period of January 1st to January 15th of each year.

15. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, the steward and alternate steward shall, in the event of a layoff of any type, be continued at work as long as there is a job for which they qualify, as set forth in the job description, and shall be recalled to work in the event of a layoff on the first open job for which they qualify, as set forth in the job description.

16. LAYOFF DEFINED

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If it becomes necessary for a layoff, the following procedure will be mandatory. All part-time employees will be laid off first, followed by probationary employees. Seniority employees will be laid off according to seniority as defined in #12, Section 1, provided that they have been trained and/or have obtained the proper licence to perform any of the work available. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the steps of the grievance procedure.

Section 3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local Union president shall receive a list from the Employer of the employees being laid off on the same date notices are issued to the employees.

Section 4. All Federal and State Jobs Programs Employees will not be utilized during a lay-off period.

17. RECALL PROCEDURE

When the working force is increased after the layoff, employees will be recalled according to seniority, as defined in #12, Section 1. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within seven (7) days after receipt of notice of recall, he shall be considered a quit.

18. JOB VACANCIES

Permanent vacancies in the bargaining unit shall be posted on the bulletin board for five (5) days, listing the job classification. Qualified employees who wish to be considered for such a position may make application to the City Manager or his/her designee. In making the award of the position, the City Manager shall consider the applicants qualifications, and seniority. Where the applicant's qualifications are relatively equal, the applicant with the greatest seniority shall be awarded the position, provided however, that preference shall be given first to applicants from within the department where the vacancy exists before applicants outside the department are considered. Transfers under this Section shall not take place by an employee more than twice in any twelve (12) month period. Vacancies created by leaves of absence or vacations shall not be posted.

19. TRANSFERS FROM THE BARGAINING UNIT

If an employee is transferred to a position under the Employer not included in the bargaining unit and if in the City's discretion, he is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority equal to his total length of service with the City.

20. TEMPORARY TRANSFERS/ASSIGNMENTS

Section 1. The City reserves the right to temporarily transfer an employee to assist in the required work of the City for a period of up to 90 calendar days, or extended by mutual agreement. An employee so transferred shall not receive less than his/her regular rate of pay. Employees permanently transferred shall be paid at the rate of the position transferred to. In accordance with the salary chart.

Section 2. In the absence of a department head the City Manager, at his/her discretion, may appoint an employee to fill that position on a temporary basis, subject to #21. Section 4.

21. PROMOTIONS

Section 1. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirement for a position in a conspicuous place in each building. Employees interested shall apply within the five (5) working day posting period.

The senior employee applying for the promotion and who meets the minimum requirements shall be granted a six (6) month trial period to determine:

- (a) His desire to remain on the job.
- (b) His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee and the steward and would be subject to the grievance procedure.

Section 2. During the six (6) month trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Employee in writing by the Employer with a copy to the Union and be subject to the grievance procedure.

Section 3. During the trial period, employees will receive the rate of the job they are performing.

Section 4. Employees required to work in a higher classification shall be paid the rate of the higher classification.

22. TRAINING AND EDUCATION

The Employer and the Union recognize the necessity for cross-training within the departments covered by this agreement, namely DPW, Water and WWTP. The Employer may require cross-training within these departments as funding and time will allow.

23. VETERANS AND MILITARY LEAVE

Section 1. Any employee who enters into active service in the Armed Forces of the United States, or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

Section 2. Any permanent employee participating in a branch of the Armed Forces Reserves Training Program shall be granted a paid leave of absence as required, not to exceed fifteen (15) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

24. VETERANS LAW

Except as hereinbefore provided, the re-employment right of employees and probationary employees will be by applicable Veterans laws and regulations.

25. LEAVE OF ABSENCE

Leaves of Absence will be granted without loss of seniority for the following:

(a) Service in any elected positions (public or union) not to exceed two (2) years.

(b) Maternity leave for female employees shall have a four (4) week paid maternity leave. Additionally, the female employee may request an unpaid leave of absence up to but not to exceed a total of six (6) months.

(c) Illness, physical or mental, not to exceed one (1) year.

(d) Personal leave without pay - Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leaves of absence shall be in writing and shall be signed by the employee and given to the department head. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's department head and the City Manager or his/her designee. Personal leave not to exceed thirty (30) days. Such leaves may be extended up to (90) days, in thirty (30) day increments.

(e) Prolonged illness in immediate family, not to exceed ninety (90) days.

(f) Educational Leave (if work related), not to exceed one (1) years.

26. LEAVE FOR UNION BUSINESS

Section 1. Members of the Union elected to Local Union positions or selected by the Union to do work takes them from their employment with the Employer, shall, at the written request of the Union receive temporary leaves of absence, without pay, for periods not to exceed two (2) years or the terms of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

Section 2. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be granted time off, without pay, to attend such conferences and/or conventions.

Section 3. A union member shall be allowed to attend M.E.R.S. meetings without loss of pay. The Employer shall limit the Union to one (1) person per meeting.

27. SICK LEAVE

Section 1. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of an employee. If necessary an employee may use sick leave to attend to a member of his/her immediate household, up to a maximum of three (3) days with the approval of the immediate supervisor. A statement from a physician may be required.

Section 2. The employer agrees to grant twelve (12) days per year for sick leave purposes. At the end of each fiscal year, unused sick days will accumulate, except that no employee shall be permitted to accumulate more than ninety (90) sick days. No employee will be permitted to use sick days until he has completed his probationary period.

Section 3. In order to be eligible for sick leave an employee must notify his immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of his/her daily duties. If an employee becomes ill during his shift, and cannot complete his shift, he will be eligible for sick leave provided he notifies his employer before leaving the work place. The employee's department head may require a statement from a physician if the employee has been sick for at least three consecutive days or appears to be abusing his/her sick leave privileges.

Section 4. An employee who has reported to work and who leaves work early because of disability due to illness or injury arising outside the scope of employment shall be charged for hours sick if they leave before the completion of the day.

Section 5. If an employee leaves due to an injury arising within the scope of employment, he shall not be charged sick leave for that day.

Section 6. An employee will be paid 75% of the remaining sick days at the end of the fiscal year unless he or she option to bank those days to a maximum of 90. This option must be declared prior to June 15th of each year.

Section 7. There will be no cash-out of banked sick leave until such time as a bona-fide retirement is sought. At that time, the Employer will pay these days, at the rate of 50% of the employee's then current salary. Should an employee terminate, under good conditions, not a dismissal, the employee will be paid for 50% of the banked days, at their current rate of pay.

28. PERSONAL LEAVE

The employer agrees each employee will be entitled to three (3) paid personal leave days per fiscal year. Personal leave time may not be taken in increments of less than two (2) hours. An employee wishing to use personal time must notify his immediate supervisor at least twenty-four (24) hours in advance, except in the case of emergency.

29. FUNERAL LEAVE

An employee shall be allowed up to three (3) working days, not to be deducted from paid sick leave, for the express purpose of, and contingent upon, making arrangements and attending the funeral where a death occurs in the employee's immediate family (parents, parent-in-law, spouse and children, brother or sister, grandparents, grand children, brother-in-law, sister-in-law.

An employee shall be allowed one (1) working day, not to be deducted from paid sick leave, for the express purpose of, attending the funeral of a aunt, uncle, niece and nephew.

30. WORKING HOURS

Section 1. The regular work week will be Monday through Friday, eight and one-half (8 1/2) hours per day, forty (40) hours per week, with one-half (1/2) hour paid lunch period and one-half hour unpaid lunch period.

Section 2. Employees reporting to their regular shift, or notified within twenty-four (24) hours prior to starting their normal shift not to report for their regular shift, shall be guaranteed four (4) hours work or four (4) hours pay.

If work becomes available, employees shall be brought in or kept on in accordance with their seniority within the classification of the work available.

The above condition shall not be used for disciplinary measures or take the place of the layoff procedure.

Employees affected by the above, shall not be replaced by non-regular employees.

Section 3. The regular shift for the Wastewater and DPW Departments shall begin at 7:00 a.m. to 3:30 p.m. The regular shift for the Water Department shall be consistent with those hours of the administrative offices, 8:30 a.m. to 5:00 p.m. The regular starting time may be varied by two hours, with 3 working days notice given by management or department head.

Section 4. The regular starting time may also be varied as per the following:

- (a) Emergency-as defined per the City Charter,
- (b) Declared Emergency continuing beyond the starting time of the second normal workday,
- (c) Street Sweeping 3:00 a.m. to 11:30 a.m. maximum of once per regular work week. Any further variation of above mentioned street sweeping shall be subject to negotiation.

The above section shall not be used to circumvent overtime.

Section 4. There will be included a coffee break time of fifteen (15) minutes in the first half of each shift and in the second half of each shift.

Section 5. Overtime Premium Pay

(a) Time and one-half (1/2) shall be paid for all hours worked in excess of eight (8) consecutive hours in one work day or forty (40) hours in any one work week.

(b) Time and one-half (1/2) shall be paid for all hours worked on Saturday and/or Sunday.

By mutual agreement between the Employer and the Employee, compensatory time-off may be substituted for Sunday and/or Holiday overtime. (No overtime will be paid twice for the same hours worked).

(c) Double time shall be paid for all hours worked on holidays, plus the employee's holiday pay.

31. HOLIDAYS

Section 1. The paid holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, Christmas Eve, New Year's Eve Day, Good Friday and employees birthday.

Section 2. The above holidays will not include part-time employees.

Section 3. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

Section 4. Employees must work their regularly scheduled work days immediately proceeding and following a paid holiday to qualify for holiday pay. Unless an employee is ill and has been, or is under the care of adult licensed physician.

32. VACATION ELIGIBILITY

Section 1. The new vacation schedule will be effective July 1, 1993. No present employee shall receive less than due them when they were first employed.

Completion of one year	5 days
Completion of three years	10 days
Completion of seven years	15 days
Completion of fifteen years	20 days
Completion of twenty years	25 days

Section 2. Employees who should leave the employment of the City before completing the probationary period, shall not be reimbursed for vacation time.

33. VACATION PERIOD

Section 1. Vacations will be granted at such times during the year as are suitable, considering both wishes of the employees and the efficiency of the operation of the department concerned. All vacations must have the approval of the department head.

Section 2. All requests must be received at least 30 days prior to the requested vacation. (5 days or more at least 30 days prior) (less than 5 days with approval of supervisor)

Section 3. When a holiday is observed by the Employer during a scheduled vacation, said holiday shall not be charged to vacation time.

Section 4. A vacation may not be waived by an employee and extra pay received for working during that period.

Section 5. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Section 6. Earned vacation shall be credited on the date of hire and is accumulated during the year. As of June 30th of each fiscal year, no employee shall have more than thirty (30) days in his/her vacation bank. Any accumulated days more than the allowed 30 days shall be forfeited.

34. PAY ADVANCE

Section 1. If a regular pay day falls during an employee's vacation, he will receive that check one week before leaving, if he desires to receive it in advance by separate check(s). Employees wishing to have their pay in advance must have their department head or his designee submit a written request two (2) weeks prior to the beginning of the vacation.

Section 2. If an employee is laid off or retires, he will receive any unused 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.

Section 3. Rate during vacation: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

35. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events
- (b) Notices of elections
- (c) Notices of results of elections
- (d) Notices of meetings

36. RATES FOR NEW JOBS

SEE ARTICLES IV AND V - SALARY STRUCTURE AND CLASSIFICATION PLAN

37. SAFETY COMMITTEE

A Safety Committee will be established and the Employer will pick from the Union membership to serve on this committee. This committee shall meet at least once per month during regular daytime working hours, for the purpose of making recommendations to the Employer.

38. HOSPITALIZATION MEDICAL COVERAGE

Section 1. This coverage shall be in effect as soon as possible under the procedures outlined by the medical carriers, which are the Traditional Blue Cross/Blue Shield, Blue Cross PPO and Blue Care Network (HMO). The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, if the PPO/HMO option has been selected by the individual employee. If the traditional BC/BS option is chosen by an employee, the Employer agrees to pay \$190.00 individual, \$395.00 2 member, \$450.00 family. The employee will be responsible to pay the difference in monthly premium if the traditional BC/BS option is chosen. Payment will be deducted from the employee's pay check on a weekly basis.

Current coverages for the Hospitalization/Medical Coverages are as follows:

Traditional Blue Cross/Blue Shield

MVF-1 Master Medical, Option 4, Comprehensive Hospital semi-private room with the following riders: D45NM, F-FC, SA-SD, BC-65 Option 2, BS-65 Option 1, together with an addition of the Blue Cross/Blue Shield Two Dollar (\$2) Prescription Rider benefit.

Blue Cross PPO:

See Blue Cross and Blue Shield of Michigan Blue Preferred Plan.
Group #06596/000
Policy #660

Blue Care Network (HMO):

\$5.00 co-pay for all office visits
\$3.00 prescription co-pay
\$0.00 co-pay for emergency room treatment

Section 2. This coverage shall be applied to all employees and retired employees with twenty-five (25) years service, if age sixty (60) has been attained, who are on pension except for those employees who regularly work less than thirty (30) hours per week. as set forth in the Blue Cross contract. The Employer may offer equivalent coverage at the Employer's discretion.

Section 3. Those employees with less than twenty-five (25) years service, if age sixty (60) has been reached, will receive upon retirement and eligibility for a pension from the City, four percent (4%) per year of service, paid toward the above stated coverage. Employees retiring prior to attaining age sixty (60) may continue in the hospitalization/medical plan, making monthly premium payments in advance to the Employer. After the retiree attains age sixty-five (65), the City will pay for the supplemental BC/BS coverage per the formula above.

Section 4. The Employer further agrees that in the event of an absence as the result of an illness or injury, the employee may continue in participation in the Blue Cross/Blue Shield group plan by making monthly premium payments to the Employer in advance of their due date. The provision shall be carried for a maximum of eighteen (18) continuous months.

The employer agrees to provide a disability insurance program that provides the following benefits:

The Employer will provide an eight (8) working day kick-in short term health and accident insurance covered with an attached long term rider. Pay in the package shall be based on 60% of the base rate to a maximum specified in insurance contract. Employees shall have completed their probationary period to become eligible for coverage. New coverage employees shall have their non-accumulative days pro-rated based on July fiscal year. An example would be: An employee eligible on January 1 would be allowed a maximum six (6) days. An employee, while on sick leave will be deemed to be on continued employment for the purpose of computing benefits referred to in this Agreement and will be construed as days worked specifically.

39. DENTAL AND OPTICAL INSURANCE

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a Dental and Optical contribution of \$5.00 per week, effective July 1, 1993, to the Teamsters Group Code 051 Program.

Section 1. Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Section 2. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

Section 3. If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payments of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Health and Welfare Fund payments, the Union shall have the right to take such actions as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 5. It is agreed that the Welfare Fund will be separately administered jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

Section 6. By the execution of this Agreement, the Employer authorizes the Employers Association who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 7. Each employee in this unit shall be entitled, to a maximum annual deductible eye and dental benefit payment of \$150. Upon proper submission of billings to the City Clerk, The City will reimburse the employee, for these expenses, on a monthly basis. A statement of account will be maintained for this unit.

40. LIFE INSURANCE COVERAGE

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$25,000 effective, but not to cover part-time employees or employees who are presently on re-retirement. This coverage shall be in effect thirty (30) days after date of employment or as soon as possible thereafter under the terms of the life insurance policy.

41. WORKERS COMPENSATION

On The Job Injury. Each employee will be covered by the applicable Worker's Compensation Laws. Employer further agrees that an employee eligible for Worker's Compensation income, will be paid an amount, equal to the difference between, their regular 40 hours per week income and Worker's Compensation for a period of time, not to exceed twenty-six (26) weeks.

42. EQUALIZATION OF OVERTIME HOURS

Overtime will be accumulated over a period of 12 months and on July 1st of each year, shall convert back to 0. Overtime work, refused shall be reported to the Chief Union Steward or Alternate Steward.

1. Overtime will be distributed equally among the employees within their department.
2. If an employee is called, and he or she should turn down the overtime, such overtime worked by replacement will also be added to refusing employee's accumulated overtime hours, unless employee is unqualified to perform the work required.
3. Upon completion of probationary period, an employee will be considered to have equal accumulated overtime hours as the high person on the overtime list within the department.
4. Low employee on overtime hours will be called first, unless employee is not qualified to perform the work required.
5. If a crew is needed, the DPW foreman may be called regardless of his accumulated overtime.
6. Employees from one department will not cross over into another department for overtime, unless the employees from the department concerned have been called first, or are unable to perform the work.
7. Water and Sewer Department weekend duty employees will be exempt from department crossover prohibition.
8. Overtime to probationary employees will be limited to training purposes or all crew emergencies.
9. Emergency overtime may not be refused except for reasonable excuses, such as illness or family emergencies.
10. An employee who is on recognized sick leave or vacation will be charged for overtime worked beyond twelve (12) hours while he or she is absent from work due to such sick leave or vacation.

43. CALL IN PAY

Section 1. Emergency call-in pay will cover a minimum period of two (2) hours at the overtime hourly rate of pay as specified in Section 29. The employee must be notified by his immediate supervisor which will cover a thirty (30) minute period before departure or leaving his home to report to work.

Section 3. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

44. MANAGEMENT RIGHTS

The City, on its own behalf and the behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties, and responsibilities conferred upon 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 the Employer except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limited the generality of the foregoing the right:

- (a) to manage its affairs efficiently and economically, to control materials, tools and equipment to be used, and to discontinue any services, materials or methods of operation;
- (b) to introduce new equipment, methods, machinery or processes, changes or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) to subcontract any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (This section will not be used to erode present work in the bargaining unit.
- (d) to determine the number, location and type of facilities and installations;
- (e) to determine the size of work force and increase or decrease its size;
- (f) to permit municipal employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management it is necessary for the conduct of municipal services; (this section will not be used to displace regular employees in the bargaining unit).
- (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 job duties, content and classification, and to establish wage rates for any new or changed classifications not in conflict with the provisions of this contract;
- (i) to establish work schedules and assignments;
- (j) to discipline and discharge employees for just cause;
- (k) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs;

(l) to exercise all other rights and privileges heretofore belonging to the City (whether or not such rights were heretofore the subject of negotiation between the parties) except such rights as are specifically modified or abridged by this agreement.

The Employer shall have the right to contract and subcontract work when it is not feasible or economical for the City employees to perform such work. Such right shall not be exercised for the purpose or intention of undermining the Union nor for the purpose or intention of discriminating against any bargaining unit member.

The parties agree that this Agreement incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and specifically signed by the parties as a supplement to this Agreement.

45. STRIKES OR LOCK-OUTS

Section 1. It is further agreed that in all cases of any unauthorized strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the City during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 2. The Employer will not lock out employees during the term of this agreement.

46. UNION RESPONSIBILITY

Section 1. The union agrees that its members who are employees of the City will perform efficient service, will use their best efforts to protect the property and interest of the Employer.

Section 2. The Union agrees that, its members who are employees of the City will abide with the Employer's reasonable rules and regulations that do not conflict with this Agreement. Copies of all rules shall be given to each employee affected and subject to grievance procedures. All rules will be posted at least ten (10) days before adoption. Any change and amendments will be posted in the same manner.

47. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1997.

Section 1. If either party desire to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, given written notification of same.

Section 2. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

Section 3. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

Section 4. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to the Teamsters State, County and Municipal Workers Local 214, in care of the President at his home address; and if to the Employer, addressed to the City Manager, 215 West Clinton Street, Durand, Michigan 48429; or to such other address as the Union or the Employer may make available to each other.

48. APPENDIXES

The following Appendixes are incorporated and made a part of this Agreement:

- Appendix A-Salary Structure
- Appendix B-Part-Time / Seasonal Employees
- Appendix C-Retirement
- Appendix D-Uniform and Equipment Allowance
- Appendix E-Residency
- Appendix F-Salary Chart
- Appendix G-Classification Index

Teamsters State, County
and Municipal Workers
Local 214

City of Durand

<u>Anthony F. Gerek</u>	<u>Denny Stokes</u>
<u>Jimmie [unclear]</u>	<u>Angie J. Kaldorf</u>
<u>St. P. [unclear]</u>	<u>Lynn G. Markel</u>

In Presence of:

In Presence of:

<u>Kathy E. Busla</u>	<u>Lisa R. David</u>
<u>Michelle L. Hart</u>	<u>Donna Lov-Tobias</u>

APPENDIX A

SALARY STRUCTURE

1. **COMPOSITION OF THE PAY PLAN**-Pay ranges shall be determined with due regard for the following factors: the ranges of pay of other classes, the relative difficulty and responsibility of the class and prevailing rates of pay for similar employment in private establishments and other public jurisdictions in the general area.
2. **EFFECT ON EXISTING PREVAILING RATES**-Upon adoption of any amendment to the pay plan, all employees whose pay is less than the prevailing rate of their respective classes shall be raised to the prevailing rate.
3. **PREVAILING RATES**-The Union and the City Manager shall make comparative studies of prevailing rates affecting the level of salary ranges during the conclusion of the contractual year of termination.
4. **INITIAL SALARIES**-New appointments are generally at the first step of the grade. Appointments above the minimum rate may be authorized if the department head submits reasons in writing to the City Manager. Approval will be based on the exceptional qualifications of the appointee or the inability to employ eligible candidates at the minimum, as well as, the availability of budgeted funds.
5. **ANNIVERSARY DATE** Prior to the occurrence of each anniversary date, every employee not already at the highest salary step for his/her classification shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor, and forwarded to the City Manager for final consideration.
6. **MERIT INCREASES**-Salary step increases within an established range shall not be automatic upon the anniversary date, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position. In the event an employee's performance is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position. Merit increases shall not be denied except for proper cause.
7. **PERFORMANCE EVALUATION**-Each employee's performance shall be evaluated twice annually; however, performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented.

APPENDIX B

PART-TIME / SEASONAL EMPLOYEES

Part-Time Employees:

It is understood that part-time employees work no more than twenty (20) hours per week under regular work conditions. Part-time employees will retain their status as part-time employees when working more than twenty (20) hours per week under emergency conditions such as: absences due to illness, vacation of full-time employees, shortage of manpower, emergency conditions requiring additional manpower. When necessary to use this provision of the contract, the Union Steward shall be notified by the Employer.

Part-time employees will not be covered by provisions of this contract. There shall be no maximum day restriction for the use of part-time employees in any department, namely Water, Wastewater and Public Works, affected by this agreement.

The Employer agrees to furnish a list of the part-time employees who work in the Water, Wastewater and Public Works departments to the Union every ninety (90) days upon request.

Seasonal Employees:

It is understood that employees working on special basis for summer, seasonal work will not be covered by this contract. Further, the Employer will seek concurrence by the Union for these positions within the departments covered by this agreement

APPENDIX C

RETIREMENT

The Employer agrees to continue in effect the Michigan Municipal Retirement System Plan B-2 to be paid as set forth in the terms of the Michigan State Act governing said system.

APPENDIX D

UNIFORM AND EQUIPMENT ALLOWANCE

The Employer agrees to furnish two hundred dollars (\$200) per year for each unit member for the purpose of work clothing, boots, or shoes, and other work related clothing. The employer agrees to provide rain gear and special gloves and boots and other job related safety equipment.

The Employer and the Union agree that the employees covered under this agreement will, during normal working hours, as outlined in the contract, be required to wear uniforms consistent with each departments colors, as follows:

WATER- Navy Blue pants / Blue Shirt
WWTP - Dark Brown Pants / Khaki Shirt
DPW - Khaki Pants / Khaki Shirt

The City will provide each employee with:

4-pair work pants
4-summer shirts (short sleeve)
4-winter shirts (long sleeve)
1-City logo hat (ball cap style)

It will be the responsibility of each employee to replace and maintain his/her uniform wardrobe.

During summer months shorts will be allowed, as long as the shorts are consistent with the color and quality of the uniform pants; Namely they must be uniform shorts. Employee will be responsible for this purchase.

The employer realizes that some types of specific work performed may be extremely dirty and different clothing may be appropriate for such work. It will be the discretion of the department head to approve other forms of clothing to be worn for specific, isolated types of work.

APPENDIX E

RESIDENCY

Existing employees must live within a ten (10) mile radius of the City of Durand for continued employment. All personnel hired on or after July 1, 1987 must reside within the boundaries of the City of Durand within six (6) months of the date of hire.

APPENDIX F

SALARY CHART

1994-95

	Probation	Base	1 year	2 year	3 year	4 year
Laborer	\$6.00	\$8.00	\$8.50	\$9.00	\$9.40	\$9.80
DPW Mechanic	\$8.25	\$11.00	\$11.50	\$11.90	\$12.15	\$12.60
DPW Forman	\$9.59	\$12.78	\$13.18	\$13.59	\$14.02	\$14.46
Water Serviceperson	\$7.34	\$9.34	\$9.84	\$10.34	\$10.74	\$11.14
Water Forman	\$9.59	\$12.78	\$13.18	\$13.59	\$14.02	\$14.46
WWTP Operator	\$8.00	\$10.45	\$10.95	\$11.45	\$11.85	\$12.00
WWTP Senior Operator	\$8.70	\$11.60	\$12.30	\$12.69	\$13.09	\$13.40
DPW Eqpt. Operator	\$7.35	\$9.80	\$10.30	\$10.80	\$11.20	\$12.05

1995-96

	Probation	Base	1 year	2 year	3 year	4 year
Laborer	\$6.12	\$8.16	\$8.67	\$9.18	\$9.59	\$10.00
DPW Mechanic	\$8.50	\$11.33	\$11.85	\$12.26	\$12.51	\$12.98
DPW Forman	\$9.78	\$13.04	\$13.44	\$13.86	\$14.30	\$14.75
Water Serviceperson	\$7.49	\$9.54	\$10.05	\$10.56	\$11.05	\$11.37
Water Forman	\$9.78	\$13.04	\$13.44	\$13.86	\$14.30	\$14.75
WWTP Operator	\$8.25	\$10.78	\$11.30	\$11.81	\$12.23	\$12.38
WWTP Senior Operator	\$8.83	\$11.77	\$12.48	\$12.88	\$13.29	\$13.60
DPW Eqpt. Operator	\$7.41	\$9.87	\$10.38	\$10.88	\$11.28	\$12.20

1996-97

	Probation	Base	1 year	2 year	3 year	4 year
Laborer	\$6.24	\$8.32	\$8.84	\$9.36	\$9.78	\$10.20
DPW Mechanic	\$8.75	\$11.67	\$12.20	\$12.62	\$12.98	\$13.37
DPW Forman	\$9.97	\$13.30	\$13.71	\$14.14	\$14.59	\$15.04
Water Serviceperson	\$7.64	\$9.74	\$10.26	\$10.78	\$11.19	\$11.61
Water Forman	\$9.97	\$13.30	\$13.71	\$14.14	\$14.59	\$15.04
WWTP Operator	\$8.50	\$10.83	\$11.36	\$11.89	\$12.31	\$12.77
WWTP Senior Operator	\$8.96	\$11.95	\$12.67	\$13.07	\$13.49	\$13.81
DPW Eqpt. Operator	\$7.46	\$9.95	\$10.46	\$10.96	\$11.37	\$12.30

A Water Service Person who has a S-4 and a D-4 license shall receive an additional .20 cents per hour premium.

A Water Service Person who has a S-2 and a D-2 license shall receive an additional .25 cents per hour premium.

ie: a water service person in 4th year and who has a S-2 and a D-2 license shall be paid, in the first year of the contract \$11.59 per hour.

A WWTP Operator who has a Class D Waste Water license shall receive an additional .30 cents per hour premium.

A WWTP Operator who has a Class C Waste Water license shall receive an additional .35 cents per hour premium.

ie: a wwtp operator in 4th year and who has a Class C license shall be paid, in the first year of the contract \$12.65 per hour. (does not apply to wwtp senior operator position)

APPENDIX G

CLASSIFICATION INDEX

<u>CLASSIFICATION TITLE</u>	<u>GRADE</u>
Laborer	
DPW Operator	
DPW Mechanic	
DPW Foreman	
Water Service person	
Water Foreman	
WWTP Operator	
WWTP Senior Operator	
WWTP Foreman	
Water-Sewer Operator	