

3/31/95

**AGREEMENT**

**BETWEEN**

**MT. MORRIS TOWNSHIP**

**-and-**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, COUNCIL #25, LOCAL 1918, CHAPTER 1-1**

Commences: April 1, 1993

Expires: March 31, 1995

*MT. MORRIS TOWNSHIP*

## AGREEMENT

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1993, between the Township of Mt. Morris, hereinafter referred to as the "Employer", and Council #25, Local 1918, Chapter I-1, hereinafter referred to as the "Union".

### **PURPOSE AND INTENT**

**SECTION 1.** This agreement entered into by the parties has as its purpose, the resolution of differences and the establishment of the rates of pay, hours of work and other conditions of employment.

**SECTION 2.** It is recognized by both parties that the best interest of the Employer is of paramount concern and that any labor disputes between the Union and the bargaining unit and the Employer be resolved in an orderly manner to insure continuance of public service as provided under the provisions of the Agreement.

**SECTION 3.** The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**SECTION 4.** The parties recognize that the interest of the community and the security of the members of the bargaining unit depend upon the Township's success in establishing a proper service to the community. Therefore, the bargaining unit agrees that its members will use their best efforts to perform efficient services and to protect property and interest of the Employer and will cooperate with the Employer in the performance of their duties.

### **ARTICLE 1. RECOGNITION**

The Employer recognizes Council #25, Local 1918, Chapter I-1, AFSCME, AFL-CIO, as the sole and exclusive representative pursuant to Act #379, Public Acts of 1965, as amended, 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 Mt. Morris Township, further to include the Deputy Clerk and the Secretary of the Police Department, but excluding elected officials, appointed officials, supervisory employees, confidential employees, Police Department employees, Fire Department employees, Comptroller, Deputy Treasurer, students, seasonal and temporary employees, part-time employees and Assessors.

#### **ARTICLE 2. NON-DISCRIMINATION**

This Agreement shall be applied uniformly to all AFSCME Union employees of the bargaining unit without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation, except as otherwise restricted by external law.

#### **ARTICLE 3. CAPTIONS**

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

#### **ARTICLE 4. GENDER**

Reference to the male gender shall apply equally to the female gender and vice versa.

#### **ARTICLE 5. CHANGE IN PERSONAL STATUS**

Employees shall notify the Personnel Department of any change of name, address, telephone number, number of dependents promptly, within fifteen (15) consecutive workdays.

## **ARTICLE 6. AGENCY SHOP**

**SECTION 1.** It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's dues, or shall pay an agency fee equal to Union dues.

**SECTION 2.** Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

(a) The Union has notified him by certified letter address to his address last known to the Union spelling out that he is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from employment as provided for herein, and

(b) The Union has furnished the Township with written proof that the foregoing procedure has been followed or has supplied the Township with a written demand before that employee will be discharged for failure to conform to the provision of this Article. The Union will provide to the Township, an affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the union dues or agency fees.

## **ARTICLE 7. CHECK OFF/DUES DEDUCTION**

**SECTION 1.** During the life of this Agreement, the Employer will deduct dues and agency fees which have been certified to the Employer by the Treasurer of the Union, provided that at the time of such deduction there is in the possession of the Employer a written authorization, executed by the employee, in the form and according to the terms of

the authorization form hereto agreed to between the parties.

**SECTION 2.** In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

**SECTION 3.** The total of all sums deducted by the Employer shall be remitted to the Treasurer of the Union not later than ten (10) days after such deductions are made, together with an itemized statement.

**SECTION 4.** In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such requests shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under and Union's Constitution.

**SECTION 5.** The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

#### **ARTICLE 8. SAVE HARMLESS**

In the event the Employer, acting on the request of the Union, discharges, or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability or whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

## **ARTICLE 9. UNION REPRESENTATION**

**SECTION 1.** Bargaining unit employees shall be represented by one (1) steward who will be chosen in a manner to be determined by the Union. A alternate steward may be chosen by the Union to represent the employees only in the absence of the steward.

**SECTION 2.** The Union shall designate to the Township, in writing, the names of the steward and alternate steward and the Township shall not be required to deal with any employees other than the one so designated.

**SECTION 3.** The steward shall be allowed to investigate and process grievances during working hours without loss of time or pay. If the steward abuses this privilege he may be subject to disciplinary action. The steward shall receive permission from his immediate supervisor before he leaves his work area. Upon completion of his investigating and/or processing the grievance, he shall report back to his work area as soon as possible.

**SECTION 4.** One (1) employee shall be selected by the bargaining unit to represent employees during contract negotiations, provided he/she shall suffer no loss of wages during regular working hours and shall not suffer a loss of any other benefits. He/she shall be designated as Bargaining Chairperson and shall be certified in writing to the Township.

**SECTION 5.** Stewards and the Bargaining Chairman shall be regular bargaining unit employees.

## **ARTICLE 10. ACCESS TO THE OPERATIONAL PREMISES**

Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Employer or his designee.

The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

## **ARTICLE 11. MANAGEMENT RIGHTS**

**SECTION 1.** The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Township Board are hereby recognized.

**SECTION 2.** Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Township in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish work rules, to establish policies and procedures, to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials, or methods of operations, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, to contract or sub-contract or purchase any or all work, or the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the lunch, rest period, clean-up time, the starting and

quitting time and the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary function of management. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, Sub-Contracting shall not be used to cause the loss of wages either regular or overtime.

**SECTION 3.** The Employer shall also have the right, with cause, to hire, promote, demote assign, transfer, suspend, discipline, discharge and layoff and recall personnel; to establish penalties for violations of such rules; to make judgment as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

#### **ARTICLE 12. NO STRIKES**

- A. The Employer will not lock out employees during the term of this Agreement.
- B. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.
- C. Under no circumstance will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer during the term of this Agreement. In the event of a work stoppage or other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute that gave rise tot he stoppage or curtailment until same has ceased.
- D. In the event of a work stoppage, or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and shift representative shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such



written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved, declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

### **ARTICLE 13. WAIVER**

**SECTION 1.** It is the intention of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

**SECTION 2.** The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

**SECTION 3.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 14. SAVINGS CLAUSE**

If any Article or Section or portion thereof of the Agreement or any addendum thereto should be held invalid by operation of law or by enforcement of any Article or Section or portion thereof shall be reinstated by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

#### **ARTICLE 15. SPECIAL CONFERENCES**

**SECTION 1.** In the interest of sound labor relations between the employees and the Township, special conferences for important matters will be arranged between a representative of the Council and the Township or its designated representative, upon the request of either party.

**SECTION 2.** Such meetings shall include the Chapter Chairperson, a representative of the Council, and representatives of the Township. 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 in writing at the time the conferences is requested. Matters taken up in special conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. The Chapter Chairperson shall not lose pay for time spent in such special conference. The meeting may be attended by a representative of the Council and/or a representative of the International Union.

#### **ARTICLE 16. GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by an authorized representative of the bargaining unit.

Grievances are limited to matters of interpretation or application of provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the Employer. All grievances must be signed and dated by the aggrieved employee and initiated by the employee and/or his representative and naming the Articles that are being violated. All grievances must be commenced within ten (10) working days after occurrence of the circumstances giving rise to the grievance, or the employee's knowledge thereof, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

**COMMENCEMENT OF GRIEVANCE PROCEDURE:**

**STEP 1:** Any employee having a complaint shall first take up the matter verbally with his immediate supervisor who will respond within twenty-four (24) hours. The employee shall have the right to have a steward present if he so desires.

**STEP 2:** If no satisfactory verbal answer is received, the employee and/or steward, shall within three (3) working days from the time the immediate supervisor's answer was due, reduce the matter to written form, stating all facts in detail and submit same to the immediate supervisor. The immediate supervisor or his designee shall, within five (5) working days, record his disposition in detail on all copies of the grievance form, returning one (1) copy to the employee and one (1) copy to the steward.

**STEP 3:** If the answer is not satisfactory in step 2 either party may submit an appeal in writing to the Township Supervisor within five (5) working days from the time the immediate supervisor's answer was due. The Township Supervisor or his designee shall, within five (5) working days, record his disposition in detail on all copies of the grievance

form, returning one (1) copy to the employee and one (1) copy to the steward.

In the event an employee receives a discipline, discharge, or suspension, the matter shall be appealed directly to Step 3 of the Grievance Procedure.

**STEP 4:** In the event either party is not satisfied with the disposition of the Township Supervisor, or his designee, the party may request a hearing with the full Township Board within ten (10) working days of the Supervisor's or his designee's disposition.

In the event either party is not satisfied with the disposition at the Township Board level, either party may serve notice of tentative intent to appeal to arbitration upon the opposite party within ten (10) working days of said disposition.

**STEP 5: ARBITRATION:** If the grievance is not resolved either party may, within thirty (30) calendar days, from disposition at Step 4, submit the matter to arbitration. The selection of the arbitrator shall be made in the following manner:

- A. The arbitrator may be selected by mutual agreement between the Township and the Union. If agreement is not reached the services of the American Arbitration Association will be utilized within the thirty (30) calendar days.
- B. After submission to arbitration, a hearing shall be held as soon as is practicable and the arbitrator shall issue an opinion and award. His decision shall be final and binding on the parties.
- C. The arbitrator's fees, travel expenses, etc., shall be borne equally by both the Union and the Township. The expense of witnesses shall be borne by the party calling same.
- D. The arbitrator shall have no power to add or to subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.
- E. The arbitrator shall have no power to establish and/or modify wage scales, rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

F. The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

G. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain reference to statutes, decisions, regulations or other extra-contract matters not specifically incorporated in this Agreement.

H. In the event that either party desires more than the basic finding of the arbitrator, such as a transcript or detailed opinion, the cost shall be borne by the party making the request.

## **SECTION 2. GENERAL PROVISIONS:**

A. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any time limit may be extended by mutual consent. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the Grievance Procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union and/or the employee within the prescribed or extended time limits shall be automatically closed upon the basis of the last disposition.

B. When an employee is given a disciplinary discharge, suspension or a written reprimand and/or warning which is affixed to his personnel record, the steward will be promptly notified in writing of the action taken.

C. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation, sick leave or earnings that the employee may have received.

D. All grievances shall be initialed or signed by the aggrieved employee at each step of the procedure except for grievances involving violations of this Agreement that affect the

- bargaining unit at large. In which case, a steward may initiate a class-action grievance.
- E. The witnesses who are employees of the Township shall be relieved of their duties to testify at any step of the Grievance Procedure when their presence is requested by either party. time spent in meeting the terms of this provision shall be considered as time worked although they will not receive pay when in attendance at arbitration hearings.
- F. Whenever possible an employee who is allegedly aggrieved shall be entitled to Union representation at the time his is aggrieved.
- G. The Union and the Township both reserve the right to use outside counsel or representation at any step of the Grievance Procedure.

#### **ARTICLE 17. DISCHARGE AND DISCIPLINE**

**SECTION 1.** The right to discharge, suspend, or discipline employees for cause, shall remain at the sole discretion of the Employer. Discharge, suspension, or discipline must be by proper written notice to the employee and the Union.

**SECTION 2.** The discharged or suspended or disciplined employee will be allowed to discuss his discharge, suspension, or discipline with his steward; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or its designated representative, will discuss the discharge, suspension, or discipline with the employee and the steward.

**SECTION 3.** Should the discharged, suspended, or disciplined employee and the Union consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the Employer.

#### **ARTICLE 18. PROBATIONARY EMPLOYEES**

**SECTION 1.** New employees hired in the unit shall be considered as probationary employees for the first six (6) months of continuous employment. When an employee

finishes the probationary period, by accumulating six (6) consecutive full months of service, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

**SECTION 2.** 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 Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

**SECTION 3.** Probationary employees will be entitled to the following benefits after attaining (90) ninety days seniority, Holidays and Bereavement. All other benefits afforded full time employees will become effective immediately following the probation period.

#### **ARTICLE 19. SENIORITY**

**SECTION 1.** Township-wide seniority shall be from the employee's last date of hire, provided the employee has completed his probationary period.

**SECTION 2.** The seniority list on the date this Agreement is signed shall include the following: employee's name, classification, pay rate, date of hire (Township-wide seniority), and date employee entered current classification ( classification seniority).

**SECTION 3.** An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

**SECTION 4.** Seniority does not accumulate when an employee is off for more than two (2) months, except as otherwise provided for in this Agreement.

#### **ARTICLE 20. SENIORITY LIST POSTING**

The employer agrees to provide the bargaining unit Chairperson with an updated seniority

list by seniority each six (6) months. An employee's standing on the published list will be final unless protested in writing within fifteen (15) days, to the Employer after the list has been posted on the Employer's bulletin board.

#### **ARTICLE 21. LOSS OF SENIORITY**

An employee's seniority shall be terminated if:

1. The employee quits, or
2. The employee is discharged, or
3. The employee fails to return to work within five (5) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's record, or,
4. A settlement with the employee has been made for total disability pension, or
5. The employee is laid off, or has not, for any reason worked for the Employer for a continuous period exceeding the length of his employment or two (2) years, whichever occurs sooner. (Vested retirement benefits will not be forfeited), or
6. The employee is retired.

#### **ARTICLE 22. TRANSFERS**

**SECTION 1.** Permanent Job Transfers: If the Employer transfers an employee from one department to another, said employee shall carry his classification seniority with him to the new department.

**SECTION 2.** Temporary Job Transfers: When additional manpower is needed on a temporary basis ninety (90) days or less, to assist production in another department, classification or intra-department classification, the Employer reserves the right to make temporary transfers from where manpower is available. If necessary volunteers are not



obtained, then temporary transfers shall be made on the basis of inverse seniority from among those qualified employees available for such transfer. Employees who are temporarily transferred shall not suffer a reduction in wages.

**SECTION 3.** Humanitarian Transfer: Upon mutual agreement of the Employer and the Union, an employee may be reassigned, or reclassified disregarding seniority, due to an employee's disability, or condition of health.

### **ARTICLE 23. POSTING OF JOB OPENING POSITIONS**

It is agreed that job openings that are to be filled, within this bargaining unit will be posted or otherwise made available for consideration by employees of this unit. Present employees will be given all due consideration as to experience, seniority and qualification in the filling of a position.

### **ARTICLE 24. LAYOFF AND RECALL**

**SECTION 1.** Layoff shall be defined as a necessary reduction in the work force due to lack of work or lack of funds or other justifiable and legitimate reasons.

**SECTION 2.** Whenever possible an employee who is to be permanently laid off for more than five (5) working days shall receive written notice of at least ten (10) working days prior to the effective date of the layoff, but in no case less than five (5) working days.

**SECTION 3.** Permanent layoff within the bargaining unit, of more than five (5) working days shall be in the following order.

1. Temporary
2. Seasonal
3. Probationary
4. Regular part-time
5. Regular full-time

**SECTION 4.** Layoff of employees shall be made in reverse order of their employment and recalls shall be made in order of their employment.

**SECTION 5.** Employees to be laid off shall have bumping rights to directly related classifications and lower classifications, provided they are immediately capable of performing the work available. Bumping shall be according to Township-wide seniority as defined in the Article entitled "Seniority". The purpose of bumping is to retain employees with the most Township-wide seniority should a layoff become necessary.

**SECTION 6.** Upon mutual agreement, the Employer and the Union may negotiate another procedure (i.e. shorter workweek in lieu of the above layoff procedure. If a mutually satisfactory procedure is not reached then the above procedure shall prevail.

**SECTION 7.** Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number.

A recalled employee shall return to work within five (5) working days after receipt of notice, or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer. The Employer will not refuse a ten (10) day extension if the employee has just cause and furnishes proper documentation.

**SECTION 8.** Names of employees who are laid off or reduced shall be placed on a layoff list for appropriate classification or related classification for a period equal to the length of Township-wide seniority, but in no event for a period of less than one (1) year.

#### **ARTICLE 25. EMPLOYEE DEFINITIONS**

**Temporary:** An employee employed for a short period of time, not to exceed nine (9)

months. These employees shall not receive benefits of this Agreement.

**Seasonal:** An employee hired for a specific period of time to perform a specific function or complete a special project of a non-recurring nature. Seasonal employees may also be used to supplement the regular work force during periods when additional staff is necessary. These employees shall not receive the benefits of this Agreement.

**Regular Part-Time:** An employee who at the time of employment thereafter is scheduled to work less than the normal work week. These employees shall not receive the benefits of this Agreement.

**Regular Full-Time:** An employee working in a regularly funded position who works a normal work week as defined in this Agreement. These employees are entitled to the benefits provided for in this Agreement.

#### **ARTICLE 26. REPORTING FOR WORK**

Employees not reporting for work shall notify their supervisor within fifteen (15) minutes of their starting time, and shall advise him as to the reason for their inability to work, unless circumstances prevent the employee from doing so in which case, the employee shall notify the Employer as soon as possible. Failure to report for work without reasonable cause and/or failure to advise the supervisor of suitable reasons for inability work may constitute grounds for disciplinary action.

#### **ARTICLE 27. HOURS OF WORK**

The normal work week should consist of five (5) consecutive eight (8) hour days and shall normally be Monday through Friday.

hours actually worked by other employees on each occasion.

The Employer agrees to equalize overtime within a classification and department on the first pay following January 1st of each year by paying each employee in the same classification and department, at time and one-half ( 1½) their basic rate, the number of hours in excess of eight (8) that the employee is behind the employee who has worked in most overtime.

The Employer will not alter or change the normal work schedule for the purpose of circumventing the payment of overtime unless mutually agreed between the employee and the Employer.

- A. Overtime work will be permitted only when authorized by a supervisor.
- B. Time and one-half (1½) shall be paid after an employee has worked in excess of eight (8) hours in one day or forty (40) hours in any pay period.

### **ARTICLE 33. SUPPLEMENTAL EMPLOYMENT**

Members of the Union may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the employee is to the Mt. Morris Township and supplemental employment shall in no way conflict with regularly assigned duties (including emergency call-out time).

### **ARTICLE 34. SEPARATION - VOLUNTARY TERMINATION**

Employees shall have the responsibility of turning in all Township equipment and property at termination of employment. The employee shall be charged for all items not returned.

**YEARS OF SERVICE**

1 year  
2 to 5 years  
5 to 10 years  
10 years and over

**VACATION ALLOWANCE**

One (1) week - 40 hours  
Two (2) weeks - 80 hours  
Three (3) weeks -120 hours  
Four (4) weeks -160 hours

**ITEM A**

**Weekly Pay  
Periods Worked**

**Percentage of 40 hours  
Vacation Pay Allowance**

26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

**ITEM B.** Vacation pay shall be computed at the employee's current regular rate of pay, minus any shift or premium pay.

**ITEM C.** Vacation time will not be allowed without a written request from the employee, approved by the Employer. Employees shall submit their vacation requests at least thirty (30) calendar days prior to the commencement of the vacation. The Employer shall approve or deny the request at least twenty-one (21) calendar days prior to commencement. In the event of conflicting vacation schedules, preference will be given to

employees with the most seniority provided the vacation was requested within the thirty (30) calendar day period above. The Employer shall not unreasonably deny a vacation request.

**ITEM D.** Vacation will be granted at a time when the vacation will not interfere with the Employer's work operation.

**ITEM E.** Vacations will be non-accumulative. Employees may not take back-to-back vacations.

**ITEM F.** No vacation shall be earned while an employee is on an unpaid leave of absence or when an employee is laid off from work, this shall include any sick leave time.

**ITEM G.** Accrued Vacation time may be applied for and taken off between January 1 and December 31 of each year. After attaining one (1) year seniority an employees vacation time will be pro-rated until January 1.

### **ARTICLE 39. HOLIDAYS**

The Employer shall observe the following holidays:

New Years Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
July 4th	New Years Eve Day
Labor Day	Columbus Day

Employees shall be granted two (2) discretionary holidays. The two discretionary holidays may be taken with proper notice to the Department Heads, either individually or consecutively.

**SECTION 2.** If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**SECTION 3.** Employees will be paid their regular straight time rate of pay for the above holidays, exclusive of any premium pay.

**SECTION 4.** To be eligible for holiday pay:

(a) An employee must work, or be on an approved Employer paid leave, his last scheduled workday prior to the holiday and his first scheduled workday following the holiday.

(b) An employee must work, or be on an Employer paid leave, at least one hundred (100) hours during the month of the holiday.

**SECTION 5.** If an employee is scheduled to work on a holiday and does not, he will not receive holiday pay.

**SECTION 6.** If an employee works on a holiday, he will be paid time and one-half (1½) has base rate or, upon mutual agreement, receive compensatory time off at the rate of time and one-half (1½), in addition to the regular holiday pay.

#### **ARTICLE 40. PAID DAYS ALLOWANCE**

**SECTION 1.** In lieu of sick days and personal days, all full-time employees with at least one (1) year seniority shall be given eight (8) paid day allowance January 1st of each year accumulative to a maximum of sixty (60) days after attaining one (1) year seniority, an employees paid days will be pro-rated until January 1st.

Paid Days will be used for the following:

- (a) Personal illness
- (b) When an employee is taken ill on the job
- (c) Personal or business matters which cannot be handled outside the regular working hours, such as doctor or dental appointments, handling business, etc.

**SECTION 2.** Use of paid days allowance must be by Department Head approval.

Request shall be in writing submitted to the Department Head at least forty-eight (48)

hours in advance, except in case of illness or emergency where notification shall be within fifteen (15) minutes after the start of the employee's regularly scheduled starting time.

Failure to notify the Department Head may result in lost time.

**SECTION 3.** No employee shall be eligible for or accumulate paid days allowance during a leave of absence, insurance paid leave, or during a layoff. When a laid off employee returns to work his previous paid days allowance shall be placed to his credit.

**SECTION 4.** Paid days allowance may not be used for vacations but shall be available for use by employees in the bargaining unit for the reasons listed above in Section 1.

**SECTION 5.** Upon death, retirement or resignation of employment, with proper notification, employee shall be paid at his hourly rate one-half ( $\frac{1}{2}$ ) of his accumulated paid days allowance.

**SECTION 6.** Employees utilizing their paid days allowance for illness are expected to notify the employer daily of their inability to work because of such illness.

**SECTION 7.** An employee using paid days allowance during a period that includes a scheduled holiday will not be paid for such holiday unless the employee provides a doctor's certificate for proof of illness which states that he was unable to perform his work, or excused by their department head.

**SECTION 8.** An employee voluntarily leaving the employment of the Township, will have his paid days allowance pro-rated according to the time actually worked during the year in which he leaves. In the event the employee has used more time than he has earned, the excess will be deducted from his final pay at the rate of one-twelfth ( $\frac{1}{12}$ ) for each full month he does not work during the calendar year in which he leaves.

**SECTION 9.** Employees if so elected, may be paid for up to a maximum of four (4) unused PDA days at their current rate of pay, during the second pay period in December.



**ARTICLE 41. TEMPORARY LEAVE**

An employee who presents to the Township Board reasons acceptable to the Board may, upon approval of the Board, be granted an unpaid temporary leave of absence not to exceed ninety (90) days for such reasons as, but not limited to, maternity leave or for family leave following adoption of a child. The employee must give the Employer two (2) weeks notice prior to taking such leave.

**ARTICLE 42. BEREAVEMENT LEAVE**

Employees will be granted three (3) days paid funeral leave, provided attendance documentation is given to the Township, in the event of a death in the immediate family: immediate family to mean: mother, father, current spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) working days shall be excused.

In the event an employee needs more than three (3) days to attend a funeral, additional time off may be granted with the prior approval of the employer. Additional time off may, if approved, be taken from an employee's accumulated and unused paid days allowance.

**ARTICLE 43. HOSPITAL AND HEALTH INSURANCE**

The Employer agrees to maintain its current Blue Cross health insurance coverage with the \$2.00 prescription drug rider, however, as soon as is reasonably practicable after ratification of this Agreement, this coverage will be modified to include the Blue Cross Preferred Care Plan. The policy is to be fully paid by the Employer for the employees. The Employer will continue to provide a 50/50/50 Blue Cross Dental Plan.

Employees are eligible for insurance coverage for completion of the probationary period. The Employer will pay the premiums for Blue Cross Hospitalization Insurance to age sixty-five (65) should an employee retire under the conditions of the retirement program or if the employee becomes permanently and totally disabled.

Employees who are covered under their spouse's insurance may opt for a payment in lieu of insurance coverage. A payment of \$500.00 will be made one each year. Should the employees insurance coverage with their spouse become terminated or discontinued they will become immediately eligible for coverage under the employers program.

#### **ARTICLE 44. GROUP PERMANENT PLAN INSURANCE**

The Employer agrees to maintain its current insurance coverage for all full-time employees during the term of this Agreement. Coverage is based on the nearest full number of one and one-half (1½) times the employee's salary, i.e., if an employee's salary is \$5,000, the life insurance is \$7,500; if the employee's salary is \$10,000 per year, the life insurance is \$15,000, to a maximum of \$35,000.

#### **ARTICLE 45. SICKNESS AND ACCIDENT COVERAGE**

The Township shall provide full-time employees with a Sickness and Accident coverage for a maximum of fifty-two (52) weeks. Said coverage shall be available upon the first (1st) day of hospitalization and upon the fourteenth (14th) day of illness. Employees shall continue to receive two-thirds (2/3) of their gross salary up to a maximum of \$250.00 as of January 1, 1993 and \$300.00 as of January 1, 1994.

Employees must provide a statement from a licensed physician before receiving sickness and accident benefits. A statement from a physician designating when an employee may return to work is required before the employee will be reinstated to his position with the Township.

An Employee may be required to be examined by the employer's physician after the fourteenth (14th) day of illness. If the Employers physician determines the employee able to return to work and the employees physician determines him/her unable, a mutually agreed upon physician will be selected by the two physicians to make an examination and his findings will be binding on both parties.

#### **ARTICLE 47. RETIREMENT**

The Employer agrees to maintain its present retirement program, however, effective June 1, 1987, the Employer will implement benefit program B-3 of the Michigan Municipal Employees Retirement System, under Act No. 427 of the Public Acts of 1984, as amended. The retirement benefits provided for will be at no cost to the employee.

#### **ARTICLE 48. LONGEVITY**

**SECTION 1.** Employees who have served the Township for a period of five (5) continuous years on a permanent full-time basis shall be eligible to receive longevity pay, based upon the following schedule:

Upon completion of five (5) continuous years full-time service	2% annual rate
Upon completion of ten (10) continuous years full-time service	4% additional (i.e., 4% plus existing 2%)
Upon completion of fifteen (15) continuous continuous years full-time service	6% additional (i.e., 6% plus existing 6%)

**SECTION 2.** Longevity compensation is based upon total continuous length of service with the Township and does not relate to length of time served in a particular classification, office, or department.

**SECTION 3.** Authorized leaves of absence or layoffs, which do not exceed on (1) year, will not constitute a break in service. However, time off will be subtracted in computing the length of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

**SECTION 4.** Time spent on Military Leave (not to exceed four (4) years unless provided for by statute) will be used in computing continuous service for longevity only.

#### **ARTICLE 49. GENERAL PROVISIONS**

**SECTION 1.** When an employee is absent due to illness, the employee may be required to submit a medical certificate stating his ability to return to work.

An employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to return to work.

**SECTION 2.** A weekly pay period will be a period starting on Sunday and ending on the second Saturday.

**SECTION 3.** Supervision: All employees presently not assigned to one supervisor, will be so assigned by the Township Board.

**SECTION 4.** Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment (mobile or otherwise) or articles rented or leased by the Employer unless clear proof of negligence is shown.

**SECTION 5.** Small tools and tool boxes for same needed in employee's work will be furnished employees, after a conference with the Employer. They should not be expected to bring their own from home. Employees shall be strictly accountable therefor.

**SECTION 6.** The Employer will furnish First Aid Kits for each unit of automotive equipment and department.

**SECTION 7.** The Employer will provide to the employees insurance coverage required

or needed as a result of the acts occurring when and while said employee is in the performance and within the scope of his/her duties and responsibilities.

**ARTICLE 50. TERMINATION AGREEMENT**

This Agreement shall be in effect for two (2) years from April 1, 1993 to and including March 31, 1995, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel, or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

## APPENDIX A

The above rates of pay do not reflect any longevity payments to which an employee might be eligible under Article 48 of this Agreement.

If an employee is promoted from one classification to a higher classification, the employee will enter the pay grid of the higher classification at a rate of pay which will provide for an increase in compensation.

Employees, during the month of January each year, shall be evaluated. If the employee receives a "satisfactory" rating they will move to the next step of the wage scale. If the Employee receives no evaluation, they will be considered "satisfactory" and move to the next step of the wage scale. If an employee receives an "unsatisfactory" rating, they will not immediately be moved to the next step of the wage scale, but will be re-evaluated each sixty (60) days following until they receive a "satisfactory" rating. The step increase will then take immediate effect when a "satisfactory" rating is achieved. If the employer fails to re-evaluate the employee, then the employee will be considered "satisfactory".

- Average increase of 42 cents per hour, retroactive to April 1.
- Effective April 1, 1994, A 3% increase
- Employees who have at lease a year of services, a current classification and step will be advanced one step upon a satisfactory evaluation. All increases would be effective February 1st.
- **To Be Calculated**

**APPENDIX "B"**

A separation allowance will be paid to all members, on active status, of the bargaining group upon voluntary separation, after a minimum of ten (10) years of employment. Said allowance shall be based on the following schedule:

- A. \$2,300 for employees with 10 years of employment.
- B. For employees with 11 through 15 years of employment, the employee shall receive \$305.00 per year beyond the tenth year plus the benefit provided for in subsection "A".
- C. For the 16th year and beyond, the employee shall receive the sum of subsection A and B plus \$355.00 for each year beyond the 15th years.

If an employee eligible for separation allowance should leave employment without completing the last year, the final year's payment will be prorated. In the event of an employee's death after meeting the qualifications for separation allowance, the separation allowance shall be paid to the employee's beneficiaries or his/her estate.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives on the day and date below their respective signatures.

**FOR THE EMPLOYER  
MT. MORRIS CHARTER TOWNSHIP**

*Henry E. Frost*  
Date: 1-24-94  
*John Cronin*  
Date: 1-24-94

**FOR THE UNION  
AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES,  
COUNCIL #25, LOCAL 1918  
CHAPTER I-1**

*Donald Anderson*  
Date: 1-24-94  
*Larry Hillen*  
Date: 1-24-94

<u>POSITION</u>	<u>START RATE</u>	<u>6 MTH. RATE</u>	<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
<u>ACCOUNT CLERK - CLERK TYPIST AIDES</u>							
1/1/92	\$ 5.25	\$ 5.83	\$ 6.68	\$ 6.83	\$ 6.96	\$ 7.10	\$ 7.17
4/1/93	\$ 5.67	\$ 6.25	\$ 7.10	\$ 7.25	\$ 7.38	\$ 7.52	\$ 7.59
4/1/94	\$ 5.84	\$ 6.44	\$ 7.31	\$ 7.47	\$ 7.60	\$ 7.75	\$ 7.82

<u>ACCOUNT CLERK I - CLERK TYPIST I - SECRETARY I</u>							
1/1/92	\$ 6.58	\$ 7.17	\$ 8.01	\$ 8.17	\$ 8.36	\$ 8.55	\$ 8.63
4/1/93	\$ 7.00	\$ 7.59	\$ 8.43	\$ 8.59	\$ 8.78	\$ 8.97	\$ 9.05
4/1/94	\$ 7.21	\$ 7.89	\$ 8.77	\$ 8.85	\$ 9.04	\$ 9.24	\$ 9.32

<u>ACCOUNT CLERK II - CLERK TYPIST II - SECRETARY II</u>							
1/1/92	\$ 7.51	\$ 8.11	\$ 8.95	\$ 9.12	\$ 9.32	\$ 9.52	\$ 9.63
4/1/93	\$ 7.93	\$ 8.53	\$ 9.37	\$ 9.54	\$ 9.72	\$ 9.94	\$10.05
4/1/94	\$ 8.17	\$ 8.79	\$ 9.65	\$ 9.83	\$10.01	\$10.24	\$10.35

<u>ACCOUNT CLERK III - CLERK TYPIST III - SECRETARY III</u>							
1/1/92	\$ 7.99	\$ 8.57	\$ 9.42	\$ 9.63	\$ 9.80	\$10.01	\$10.11
4/1/93	\$ 8.41	\$ 8.99	\$ 9.84	\$10.05	\$10.22	\$10.43	\$10.53
4/1/94	\$ 8.66	\$ 9.26	\$10.14	\$10.35	\$10.53	\$10.74	\$10.85

<u>ELECTION SUPERVISOR</u>							
1/1/92	\$ 8.57	\$ 9.16	\$ 9.90	\$10.08	\$10.23	\$10.44	\$10.54
4/1/93	\$ 8.99	\$ 9.58	\$10.32	\$10.50	\$10.65	\$10.86	\$10.96
4/1/94	\$ 9.26	\$ 9.87	\$10.63	\$10.82	\$10.97	\$11.19	\$11.29

<u>OFFICE MANAGER - PERSONAL SECRETARY</u>							
1/1/92	\$ 8.79	\$ 9.37	\$10.21	\$10.43	\$10.65	\$10.87	\$10.97
4/1/93	\$ 9.21	\$ 9.79	\$10.63	\$10.85	\$11.07	\$11.29	\$11.39
4/1/94	\$ 9.49	\$10.08	\$10.95	\$11.18	\$11.40	\$11.63	\$11.73

<u>ADMINISTRATIVE OFFICIAL - CODE OFFICER I</u>							
1/1/92	\$10.09	\$10.66	\$11.51	\$11.75	\$12.00	\$12.25	\$12.38
4/1/93	\$10.51	\$11.08	\$11.93	\$12.17	\$12.42	\$12.67	\$12.80
4/1/94	\$10.83	\$11.41	\$12.29	\$12.54	\$12.79	\$13.05	\$13.18



<u>POSITION</u>	<u>START RATE</u>	<u>6 MTH. RATE</u>	<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
<b><u>ADMINISTRATIVE OFFICIAL - CODE OFFICER II</u></b>							
1/1/92	\$10.75	\$11.35	\$12.18	\$12.45	\$12.71	\$12.96	\$13.12
4/1/93	\$11.17	\$11.77	\$12.60	\$12.87	\$13.13	\$13.38	\$13.54
4/1/94	\$11.51	\$12.12	\$12.98	\$13.26	\$13.52	\$13.78	\$13.95
<b><u>MAINTENANCE MAN I</u></b>							
1/1/92	\$ 9.19	\$ 9.75	\$10.61	\$10.83	\$11.06	\$11.29	\$11.42
4/1/93	\$ 9.61	\$10.17	\$11.03	\$11.25	\$11.48	\$11.71	\$11.45
4/1/94	\$ 9.90	\$10.48	\$11.36	\$11.59	\$11.82	\$12.06	\$12.20
<b><u>MAINTENANCE MAN II</u></b>							
1/1/92	\$10.10	\$10.67	\$11.52	\$11.76	\$12.02	\$12.28	\$12.39
4/1/93	\$10.52	\$11.09	\$11.94	\$12.18	\$12.44	\$12.70	\$12.81
4/1/94	\$10.84	\$11.42	\$12.30	\$12.55	\$12.81	\$13.08	\$13.19
<b><u>DEPUTY CLERK</u></b>							
1/1/92	\$ 8.97	\$ 9.53	\$10.39	\$10.61	\$10.83	\$11.06	\$11.30
4/1/93	\$ 9.39	\$ 9.95	\$10.81✓	\$11.03	\$11.25	\$11.48	\$11.72
4/1/94	\$ 9.67	\$10.25	\$11.13	\$11.36	\$11.59	\$11.82	\$12.07

The above rates of pay do not reflect any longevity payments to which an employee might be eligible under Article 48 of this Agreement.

If any employee is promoted from one classification to a higher classification, the employee will enter the pay grid of the higher classification at a rate of pay which will provide for an increase in compensation.

<u>POSITION</u>	<u>START RATE</u>	<u>6 MTH. RATE</u>	<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
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ADMINISTRATIVE OFFICIAL - CODE OFFICER II

1/1/92	\$10.75	\$11.35	\$12.18	\$12.45	\$12.71	\$12.96	\$13.12
4/1/93	\$11.17	\$11.77	\$12.60	\$12.87	\$13.13	\$13.38	\$13.54
4/1/94	\$11.51	\$12.12	\$12.98	\$13.26	\$13.52	\$13.78	\$13.95

MAINTENANCE MAN I

1/1/92	\$ 9.19	\$ 9.75	\$10.61	\$10.83	\$11.06	\$11.29	\$11.42
4/1/93	\$ 9.61	\$10.17	\$11.03	\$11.25	\$11.48	\$11.71	\$11.45
4/1/94	\$ 9.90	\$10.48	\$11.36	\$11.59	\$11.82	\$12.06	\$12.20

MAINTENANCE MAN II

1/1/92	\$10.10	\$10.67	\$11.52	\$11.76	\$12.02	\$12.28	\$12.39
4/1/93	\$10.52	\$11.09	\$11.94	\$12.18	\$12.44	\$12.70	\$12.81
4/1/94	\$10.84	\$11.42	\$12.30	\$12.55	\$12.81	\$13.08	\$13.19

*Jan 14.39*

DEPUTY CLERK

1/1/92	\$ 8.97	\$ 9.53	\$10.39	\$10.61	\$10.83	\$11.06	\$11.30
4/1/93	\$ 9.39	\$9.95	\$10.81	\$11.03	\$11.25	\$11.48	\$11.72
4/1/94	\$ 9.67	\$10.25	\$11.13	\$11.36	\$11.59	\$11.82	\$12.07

*Jan 14.39*

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If any employee is promoted from one classification to a higher classification, the employee will enter the pay grid of the higher classification at a rate of pay which will provide for an increase in compensation.

*New Rate*

<i>Balanda C. 11.74</i>	<i>General S - 9.95 - 10.81</i>
<i>Conover 8.60</i>	<i>Lamy B 12.41 13.61</i>
<i>Hanna 12.08</i>	<i>Compuer - 9.37 9.54</i>
<i>Alvino 10.42</i>	<i>General W. 9.56 - 1.73</i>
<i>Weyman 9.93</i>	<i>General J. 12.70</i>
<i>Balanda - 10.05</i>	<i>Jim V. 14.41</i>
<i>D. H. C. - 12.70</i>	

A.F.S.C.M.E.

	Hire In	Base	Longevity
Collins, Belenda Office Manager-Personal Secretary	6-21-82	\$11.63 Step 4	\$12.33
Deloney, Geneva Account Clerk I, Clerk Typist I, Secretary I	1-25-88	\$8.85	\$9.03 Step 2
Eichstadt, Donna Office Manager-Personal Secretary	6-25-79	\$11.73 Step 5	\$12.44
Green, Larry Administrative Official-Code Officer I	11-02-87	\$12.79 Step 3	\$13.05
Launius, Diane Account Clerk III, Clerk Typist III, Secretary III	5-11-87	\$10.74	\$10.95 Step 4
Lewis, Suazanne Office Manager-Personal Secretary	5-09-88	\$11.63 Step 4	\$11.86
Mays, Belinda Account Clerk III, Clerk Typist III, Secretary III	1-13-86	\$10.15	\$10.35 Step 1
Moore, Jennifer Account Clerk II, Clerk Typist II, Secretary II	2-04-91	\$9.83	\$9.83 Step 2
Muron, Debbie Office Manager-Personal Secretary	9-14-78	\$11.63 Step 4	\$13.07
Steinley, Linda Deputy Clerk	11-10-92	\$11.13	\$11.13 Step 1
Trigger, Linda Office Manager-Personal Secretary	2-18-72	\$11.63 Step 4	\$13.07
Urchyk, Jim Maintenance Man II	12-12-77	\$13.19	\$14.83 Step 5
Wright, Linda Account Clerk II, Clerk Typist II, Secretary II	8-18-87	\$9.83	\$10.03 Step 2

Part-time

Hunter, RoseMary	\$9.38
Merriman, Teri	\$7.35
Morris, Gladys	\$7.35