

contract# 1941

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RUTGERS UNIVERSITY

LABOR AGREEMENT
BETWEEN
BOROUGH OF CLEMENTON
AND
LOCAL #3303G
DISTRICT COUNCIL #71
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO

January 1, 1993 through December 31, 1995

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PREAMBLE

This Agreement, effective January 1, 1993, is entered into between the BOROUGH OF CLEMENTON (hereinafter referred to as Clementon) and Local 3303G, an affiliate of District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the Union).

ARTICLE I - UNION RECOGNITION

The Borough of Clementon agrees to recognize Local 3303G of District Council 71 of AFSCME as the sole and exclusive collective bargaining representative of those employees as specified in ARTICLE XVII, entitled, "SALARIES."

ARTICLE II - CONTRACT PERIOD

This Agreement shall be effective on January 1, 1993, and shall remain in full force and effect until December 31, 1995. Negotiations on a successor contract shall commence on or about October 30, 1995, upon written notice by one party to the other at least ninety (90) days prior to the expiration date of the Agreement. In the absence of such notification, this Agreement shall continue for an additional term of one (1) year and the parties will be bound by the same terms and conditions thereof.

ARTICLE III - HOURS OF WORK

The normal work week shall consist of five consecutive days from Monday through Friday, inclusive. The normal work day for the water and road departments shall be eight (8) hours for each 24-hour period, and the work week for said departments shall be 40 hours. Office personnel shall work 35 hours.

The regular starting or quitting time of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such change and the need for same with the Union.

All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title, multiplied by the actual number of hours that comprise their scheduled work week.

ARTICLE IV - DUES DEDUCTION

Monthly dues will be deducted from the employee's second paycheck of each month and remitted to the Union. In accordance with the appropriate statutes, Clementon, upon receipt of a duly executed authorization assignment form acceptable to Clementon, agrees to deduct from the second paycheck each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. The dues deducted pursuant hereto shall be remitted by Clementon to the Union, together with a list of employees from whose pay deductions were made.

ARTICLE V - STRIKE BAN

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignation, mass absenteeism (i.e., sickouts) or other suspension of or interfering with the normal work performance of the Borough of Clementon employees.

ARTICLE VI - GRIEVANCES

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement between parties as to the meaning or application of the provisions of this Agreement.

It is further understood that suspension, demotion and discharge shall be made in accordance with Borough of Clementon Ordinances, State Statutes and Civil Service Regulations. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal of an individual pursuant to Civil Service, as provided by law. Disciplinary actions of five (5) days or less shall be subject to the grievance procedure.

STEP 1 As to grievances, the aggrieved employee shall present the grievance, orally or in writing, to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The superior will give his answer, verbal or written, within three (3) working days of the date of the presentation of the grievance.

STEP 2 If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command, to the level that would have control over the grievance. The grievance shall be prepared in detail and be dated. That level will reply to the grievance, in writing, within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by authorized union personnel.

ARTICLE VI - GRIEVANCES (CONTINUED)

STEP 3 If the grievance is not settled in Step 2, the written grievance shall be presented to the Clementon Council within five (5) working days after the response is given. The Borough of Clementon Council, after a grievance hearing at which the employee shall have the right to have his representative present, will reply to the written grievance (Saturday, Sunday and Holidays excluded).

If the grievant is not satisfied with the decision, the grievance then goes to binding arbitration.

ARTICLE VII - OVERTIME

After completion of a forty (40) or thirty-five (35) hour weekly pay period, whichever period is appropriate for the employee, as set forth in Article III of this contract, and the employee is directed by his or her supervisor or designee to work additional time, the employee shall be paid one and one-half times his or her hourly rate of pay for all hours worked beyond the 35 or 40 hour schedule, whichever is appropriate to said employee.

Employees on a daily, hourly or seasonal basis are not eligible to receive overtime payments.

In addition to the overtime payments for hours worked as set forth in the first paragraph, an employee shall be entitled to overtime for all work performed on Saturday or Sunday, except for those employees assigned on continuous operations. Additionally, those employees whose regularly scheduled shift of duty requires them to work on a holiday, shall receive time and one-half pay for the hours worked on the holiday, in addition to the basic holiday pay. When so directed by a supervisor, overtime shall be paid for work performed on Sunday, so long as such time does not fall within a regular shift of duty. Overtime shall be paid for holidays, in addition to the basic holiday pay, when the employee is directed to work on the holiday by the supervisor.

When approved by the head of the department, an employee has the option of taking compensatory time in lieu of cash payment for overtime. This option must be exercised within twenty-four (24) hours of the overtime worked.

ARTICLE VII - OVERTIME (CONTINUED)

Overtime work shall be distributed as equally as possible among employees within the same classification.

Overtime shall be paid currently, or at least no later than the following pay period after overtime was served.

ARTICLE VIII - RATES OF PAY

The pay for all employees covered by this Agreement shall be set forth in the schedules attached. New or additional employees hired during the term of this contract shall be governed by the scale as set forth in the appropriate schedule.

When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, employee's rate shall be adjusted to receive the lowest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.

An employee who is required to work in a higher paid classification than his own, shall be certified for such work after he has performed said work for two (2) consecutive weeks, spending at least 50% of his time on the higher paid job. An employee undergoing on-the-job training will be paid at the rate of his own classification.

ARTICLE IX - INSURANCE

The parties have agreed that Clementon will provide for each employee and his or her dependents, the medical insurance package known and consisting of the New Jersey State Health Benefits Plan. This Plan allows for certain choices to be made by the employees, and, it is contemplated that those choices will be made directly with the administrators of the New Jersey State Health Benefits Plan.

Clementon will pay the premiums for said coverage. The insurance will be effective when the employee is accepted by the carrier's enrollment periods.

When an employee or his spouse reaches age 65 and has a Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the premium cost of the Medical Plan.

The employees covered by this Agreement shall be provided with Group Life Insurance in the amount of Twenty Thousand Dollars (\$20,000.), of which the cost of premiums shall be borne by Clementon. In addition, the employee, as a member of the Public Employee Retirement System, is entitled to life insurance as provided under that system. It is agreed that Clementon shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund, the sum scheduled below for each employee who is a member of this Bargaining Unit:

1993 - \$325.00

1994 - \$325.00

1995 - \$375.00

ARTICLE IX - INSURANCE (CONTINUED)

It is contemplated that the Health and Welfare Fund will provide general medical benefits for said employees, which benefits are not covered under the standard insurance as set forth in this Article.

ARTICLE X - SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one day per month of service.

2. Permanent employees starting with the second year of permanency shall be entitled to 15 days sick leave each calendar year on a cumulative basis.

B. Notice of sick leave for absences of long duration must be presented by the employee in writing to the head of the department. This notice must be accompanied by a written and signed statement from a physician prescribing the sick leave and giving the reasons therefor.

C. In all cases of illness, whether of short or long term, the employee is required to notify his supervisor as soon as possible, of the need to use the sick leave. Failure to comply with this notification procedure may be cause for denial of the utilization of the sick leave for that absence, and it may constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted for three (3) or more consecutive sick leave days. This certificate must substantiate the illness and the

ARTICLE X - SICK LEAVE (CONTINUED)

required sick leave time. In addition to the required physician's certificate, Clementon may require that an employee show proof of his or her illness so as to prevent the abuse of sick leave. It is understood that abusing the sick leave privilege for causes other than being sick or as outlined above, may precipitate disciplinary action.

E. Sick leave may be utilized when the employee is unable to perform his or her normal duties because of personal illness, accident, or exposure to a contagious disease. Sick leave may be utilized for the attendance upon a member of the employee's immediate family, who may be seriously ill. Immediate family is defined to include father, mother, father or mother of spouse, spouse, child or foster child, sister, brother, or a blood relative of wife or husband residing on a full-time basis in the employee's household.

F. Clementon may require an employee who has utilized sick leave or has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of Clementon by a designated physician. Such examination shall be to determine whether or not the employee is capable of performing his or her normal duties, and, that the return to work will not jeopardize the health of others.

G. Upon retirement, if an employee has accumulated earned sick leave, he shall be entitled to receive pay for 50% of such unused and accumulated sick leave. This clause can be utilized

ARTICLE X - SICK LEAVE (CONTINUED)

only in accordance with a public employee retirement plan established in accordance with the laws of the State of New Jersey. If no such law or authorization exists, this clause shall be invalid. A covered employee is hereby given the option to receive his percentage on the same basis as regular salary so that pension deductions will be made, or the employee may elect to take the accumulated writing filed with the Clerk of Clementon within five working days after application for retirement has been filed with the appropriate retirement system. If the option is not exercised in accordance with the provisions of this Agreement, Clementon may elect to utilize whichever plan is expeditious and advantageous to Clementon.

H. If an employee leaves his or her Clementon employment in good standing, for reasons other than retirement, he or she shall be entitled to receive payment for twenty-five percent (25%) of the unused and accumulated sick leave, so long as said employee has at least ten (10) continuous years with the Borough of Clementon.

ARTICLE XI - LEAVE OF ABSENCE

Leaves of Absence for permanent employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise set forth herein.

Military Leave of Absence--A permanent employee who enters upon active duty with military or naval service in time of war or emergency shall be granted a leave of absence without pay for the period of such service and three months thereafter, and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

Emergency and Special Leave--Employees shall be given time off without loss of pay when:

a. Performing Jury Duty

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for service.

2. In Federal Court, the employee shall receive full pay plus a maximum stipend of \$5.00 paid by the Federal Courts. All money received by the employee in excess of \$5.00 paid by the Federal Courts in service as a Federal Juror, shall be returned to the Borough of Clementon.

b. Performing emergency civilian duty in relation to National Defense or other emergency, when so ordered by the Governor or President.

Any employee who is a duly authorized representative of the organizations listed in N.J.S.A. 38:23-2 and any amendment thereof shall be granted leave of absence with pay for the purpose of traveling to and from and attending any state or national

ARTICLE XI - LEAVE OF ABSENCE (CONTINUED)

convention of said organization, not to exceed five (5) days in any calendar year. As soon as the employee is made aware of the date of the convention, he must notify the employer forthwith. This sentence is necessitated so that the employer may make arrangements for appropriate work coverage.

Employees returning from authorized leave of absence as set forth herein, will be restored to their original classifications at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

A leave of absence with pay up to three (3) days shall be granted an employee desiring such leave because of a death in the immediate family as previously defined in the Article covering Sick Leave.

Request for Maternity Leave shall be made in writing no later than the third month. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employees shall use all earned and accumulated sick leave during the time prior to the expected date of confinement and for one month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

For the year 1993, employees shall be given three (3) personal days to be used at their discretion. For each of the years 1994 and 1995, the employee shall be given four (4) personal days to be used at their discretion.

ARTICLE XII - WORKER'S COMPENSATION

In the event that an employee is disabled by injury or illness which was incurred in the performance of duty or arising out of employment, that individual shall be granted a leave of absence with full pay and other benefits as provided in this Agreement, for a period not to exceed forty-five (45) days. This is conditioned upon the fact that the disability or illness must be a direct result of or arising out of the employment and certified as such by a physician designated by Clementon. The municipality shall require evidence in the form of a physician's report as to the original and continuing disability of such employee. Clementon may request such certifications, from time to time, during the course of the alleged disability or illness.

In the event of a continuing temporary disability beyond the 45-day period, the missed time shall be charged against the sick leave of said employee. A form shall be signed by the employee authorizing the employer to charge the lost time to the sick leave.

Any disability payments from any public source whatsoever, including the state disability plan and workmen's compensation insurance which may be received by the employee, shall be offset against the pay received by the employee.

ARTICLE XIII - SENIORITY

Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire.

An employee having broken service with the employer (as distinguished from leave of absence), shall not accrue seniority credit for the time when he was not employed by the employer.

If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the representative upon request.

Except where New Jersey Civil Service Statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XIV - HOLIDAYS

The following National Holidays are recognized as paid holidays when celebrated as holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
General Election Day and
Martin Luther King Day

Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

It is understood that there should be only one (1) day of celebration in the event the holidays are celebrated on a date other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.

Holidays which fall on Saturday shall be celebrated on the

ARTICLE XIV - HOLIDAYS (CONTINUED)

preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

When the Borough of Clementon declares by formal action, a day off for all borough employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other representative associations or unions.

ARTICLE XV - VACATIONS

Permanent employees shall be granted vacation leave as follows:

A. Vacation time in the first (1st) full year of service shall be allowed at the rate of one day per month of employment and may be taken after it has been earned.

B. Vacation time in the second (2nd), third (3rd), fourth (4th) and fifth (5th) year of service shall be allowed at the rate of 12 days per year.

C. Vacation time during the sixth (6th) year of service and through the tenth (10th) year of service shall be allowed at the rate of 15 days per year.

D. Vacation time in the eleventh (11th) year of service and through the twentieth (20th) year of service shall be allowed at the rate of 20 days per year.

E. Vacation time in the twenty-first (21st) year of service and thereafter shall be allowed at the rate of 25 days per year.

F. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. The vacation schedule shall be promulgated by the department head. Requests for specific vacation times and periods of five (5) or more days shall be made to the department head by May 15th of each year so that schedules can be made without undue burdens and hardships. It is understood that the vacation scheduling must be established so that it does not seriously impair the functioning of the department.

ARTICLE XV - VACATIONS (CONTINUED)

G. Though vacations should be taken within the calendar year, as aforesaid, up to one year of vacation days may accumulate into the following year and no further. The request of accumulation of vacation time should be submitted to the department head prior to the termination of the calendar year in which these vacation days are earned. In the event that there is a conflict within the regulations of the Department of Civil Service, it is understood that the Civil Service regulations shall govern.

H. After the completion of one full year of employment, vacation time will then be credited on January 1st of each succeeding year. If an employee leaves employment during the calendar year and he/she has used all vacation time for the year, the employer may recoup such time from any salary that the employee might have due.

I. Employees who have not yet reached permanent status, such as temporaries or part-time employees, shall be entitled to vacation leave at the rate of one day per month of employment and may be taken after it is earned.

J. If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation days based upon the compensation of such employee, shall be calculated and paid to the estate of said employee.

ARTICLE XVI - SAFETY AND HEALTH

The employer will, at all times, maintain safe and healthful working conditions, and will provide employees with any working apparel, tools or devices reasonably necessary in order to insure their safety and health.

Employees who are required to regularly work directly with Video Display Terminals (VDT), shall have their eyes examined by an ophthalmologist once per year. The employer shall grant time off with pay for employees to have such tests, and the employer shall assume the cost thereof, subject to the maximums set forth herein. If the test results in special glasses being prescribed, the employer shall assume those costs, subject to the maximums set forth hereinafter. For the year 1993, the maximum payment for tests and/or glasses shall be \$200.00. For the year 1994, the maximum payment for tests and/or glasses shall be \$200.00. For the year 1995, the maximum payment for tests and/or glasses shall be \$250.00.

The employer and the representative shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review the conditions in general and to make recommendations to either or both parties, when applicable.

In case of an emergency affecting employees covered by this Agreement, declared by local police authorities, it shall be

ARTICLE XVI - SAFETY AND HEALTH (CONTINUED)

the employer's duty to notify all department heads as soon as possible with respect to an appropriate course of action.

All Blue Collar employees covered by this Agreement shall receive clothing allowances in each year of this Agreement. The clothing allowance shall be paid each year in the pay period after the first meeting of the Borough Council, after the yearly budget has been approved. The clothing allowance for the years 1993 and 1994 shall be \$250.00 for each year. The clothing allowance for 1995 shall be \$300.00.

ARTICLE XVIII - SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law, or by order of any Court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of said Agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event that any provision is finally declared invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other, to negotiate concerning the modification, elimination, revision or substitution for such clause or clauses.

ARTICLE XIX - LONGEVITY PAY

Longevity payments will be made each year to employees covered by this Agreement, in accordance with the schedule outlined below. Said payments will be made not later than five (5) working days after December 15th of each year, in a separate check issued to eligible employees.

	<u>1993</u>	<u>1994</u>	<u>1995</u>
4 years to 6 years	2%	2%	2%
7 years to 15 years	3%	3%	3%
16 years & over	4%	4%	4%

ARTICLE XX - DURATION

Duration

This Agreement shall be in full force and effect as of January 1, 1993, and shall remain in effect until December 31, 1995. Upon written notice from either party and approval by the other, any Article may be reopened for negotiations during the life of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 21st DAY OF March, 1994.

Local 3303G
District Council #71
American Federation of State,
County and Municipal Employees
AFL - CIO

Borough of Clementon

[Signature]
[Signature]
Kathleen A. Dixon

[Signature]
[Signature]
[Signature]

ARTICLE XVII - SALARIES

In view of the fact that this is a three-year contract, the salaries are set forth in the following schedule. The salaries are identified for years 1993, 1994 and 1995.

TITLES

Computer Operator (Water)	\$24,218.80	\$25,243.80	\$26,293.80
Computer Operator (Tax)	\$23,181.40	\$24,206.40	\$25,256.40
Clerk Stenographer	\$19,869.00	\$20,894.00	\$21,944.00
Treasurer/Computer Operator	\$21,325.00	\$22,350.00	\$23,400.00
Water Repairer	\$24,749.20	\$25,774.20	\$26,824.20
Public Works Foreman	\$28,950.80	\$29,975.80	\$31,025.80
Public Works Repairer	\$24,749.20	\$25,774.20	\$26,824.20
Senior Clerk Typist	\$20,869.00	\$21,894.00	\$22,944.00
Maintenance Repair Acting Foreman	\$26,454.80	\$27,479.80	\$28,529.80
Water or Public Works Laborer (Start)	\$20,000.00	\$20,000.00	\$20,000.00
Water or Public Works Laborer (Step 2)	\$21,500.00	\$21,500.00	\$21,500.00
Water or Public Works Laborer (Step 3)	\$23,000.00	\$23,000.00	\$23,000.00

After one year of service, laborer moves to Step 2. After two years of service, laborer moves to Step 3. After three years of service, laborer may be promoted to repairer, with approval of Department Head and Governing Body. If not promoted, employee will continue as laborer (Step 3).

ARTICLE XVII - SALARIES

In view of the fact that this is a three-year contract, the salaries are set forth in the following schedule. The salaries are identified for years 1993, 1994 and 1995.

<u>TITLES</u>	<u>1993</u>	<u>RATE</u>	<u>1994</u>	<u>RATE</u>	<u>1995</u>	<u>RATE</u>
Computer Operator (Water)	\$24,218.80	13.31	\$25,243.80	13.87	\$26,293.80	14.45
Computer Operator (Tax)	\$23,181.40	12.74	\$24,206.40	13.30	\$25,256.40	13.88
Clerk Stenographer	\$19,869.00	10.92	\$20,894.00	11.48	\$21,944.00	12.06
Treasurer/Computer Operator	\$21,325.00	11.72	\$22,350.00	12.28	\$23,400.00	12.86
Water Repairer	\$24,749.20	11.90	\$25,774.20	12.39	\$26,824.20	12.90
Public Works Foreman	\$28,950.80	13.92	\$29,975.80	14.41	\$31,025.80	14.92
Public Works Repairer	\$24,749.20	11.90	\$25,774.20	12.39	\$26,824.20	12.90
Senior Clerk Typist	\$20,869.00	11.47	\$21,894.00	12.03	\$22,944.00	12.61
Maintenance Repair						
Acting Foreman	\$26,454.80	12.72	\$27,479.80	13.21	\$28,529.80	13.72
Water or Public Works						
Laborer (Start)	\$20,000.00	9.63	\$20,000.00	9.63	\$20,000.00	9.63
Water or Public Works						
Laborer (Step 2)	\$21,500.00	10.34	\$21,500.00	10.34	\$21,500.00	10.34
Water or Public Works						
Laborer (Step 3)	\$23,000.00	11.06	\$23,000.00	11.06	\$23,000.00	11.06

After one year of service, laborer moves to Step 2. After two years of service, laborer moves to Step 3.
 After three years of service, laborer may be promoted to repairer, with approval of department Head and Governing Body. If not promoted, employee will continue as laborer (Step 3).