

AGREEMENT

BETWEEN

TOWNSHIP OF POHATCONG

AND

AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS

AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

January 1, 2003 through December 31, 2005

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ARTICLE I

RECOGNITION

The Township recognizes the Union as the exclusive collective negotiations agent for the employees of the Public Works Department, excluding managerial employees.

ARTICLE II

UNION RIGHTS

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

Nothing contained herein shall be construed to deny or restrict the employee of their rights under New Jersey State Civil Service rules and regulations of Civil Service employees.

No employee working under Civil Service rules and regulations shall be suspended, discharged or be subject to disciplinary actions, or suffer any loss in benefits, except in accordance with Civil Service statutes, rules and regulations.

ARTICLE III

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees, including work assignments and scheduling.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees provided such employees have the qualifications and ability to perform the necessary work.
3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of the policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

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

ARTICLE IV

WORK HOURS, OVERTIME, DESIGNATED SUPERVISOR
AND CALL-IN

A. WORK HOURS

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

The work hours for the Public Works Department shall be 7:00 a.m. to 3:30 p.m., with an unpaid lunch period of one-half (1/2) hour. Paid 15-minute morning and afternoon breaks.

B. OVERTIME

1. After an 8-hour working day, the four hours will be at time and one half; after 12 working hours, or after time and one half, pay will be based on double time until supervisor deems the job to be complete or the employee punches out.

2. Employees will be paid time and one-half for work on Saturday. After 4 hours work on Saturday, employees will be paid double time.

3. Employees will be paid double time for work on Sundays, regardless of the length of the work day
4. Employees working on a holiday, will be paid double time and one-half.

C. DESIGNATED SUPERVISOR

Department employees will be required to perform various job functions inside and outside of their job title. Any employee who serves as the designated supervisor, during the absence of the supervisor and assistant supervisor, for 4 or more hours a day shall be paid at their pay rate or the rate of the assistant supervisor, whichever is higher.

D. CALL-IN TIME

1. An employee called in to work at a time other than his normal scheduled hours shall be paid at the rate described below for a minimum of three hours .
2. Monday through Saturday - time and one-half (1 ½ his regular straight time rate of pay for a minimum of three (3) hours.

ARTICLE V

SALARIES AND LONGEVITY

A. SALARY SCHEDULE

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

B. LONGEVITY

1. Longevity pay of \$475 dollars will be paid each year to an employee that has worked 5 years. Each successive five (5) year increment will result in an additional \$475 paid to each employee. Longevity pay will not be added onto base salary. Longevity pay will be distributed over the calendar year.

ARTICLE VI

UNION SECURITY AND PROBATIONARY PERIOD

A. UNION SECURITY

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

1. The Representation Fee shall be eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Township by the Union.
2. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the representation fee as provided in N.J.S.A. 34:13A-5.6. In the event that challenge is filed, the deduction of the representation fee shall be held in escrow by the Township pending final resolution of the challenge.

B. PROBATIONARY PERIOD

All new employees shall be on probation for the first thirty (30) days of employment during which their employment may be terminated without recourse. The Township may extend the probationary period for an additional thirty (30) days for a total

of sixty (60) days. [In the event the Township determines that in its judgment it is necessary or desirable to extend the probationary period for an additional thirty (30) days for a total of sixty (60) days it shall so notify the Union.]

C. TEMPORARY EMPLOYEES

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

ARTICLE VII

VACATIONS

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

YEARS OF CONTINUOUS SERVICE	LENGTH OF VACATION
1 year but less than 5 years	12 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years but less than 25 years	25 days
25 years and greater	30 days

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

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

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation

leave which may have been carried over from the preceding calendar year.

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

ARTICLE VIII

HOLIDAYS

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

Day before New Years Day,

New Year's Day,

Martin Luther King's Birthday,

Presidents Day,

Lincoln's Birthday,

Good Friday,

Memorial Day,

July 4th,

Labor Day,

Columbus Day,

Veteran's Day,

General Election Day,

Thanksgiving Day

Day after Thanksgiving Day,

Day before Christmas

Christmas Day.

B. Holidays designated above, which are not Federal or State holidays, which officially fall on a Saturday shall be celebrated on the Friday before the holiday.

C. Holidays designated above, which are not Federal or State holidays, which officially fall on a Sunday shall be celebrated on the Monday after the holiday.

ARTICLE IX

SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE

A. SICK LEAVE

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

2. A member of the employee's immediate family shall be limited to husband or wife, son, daughter, brother, sister, mother, father, step-mother, step-father, mother-in-law, father-in-law, grandmother and grandfather.

3. Each Member shall be entitled to the following sick leave per year:

Up to one (1) year of service.....1 sick leave day per each month employed.

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

Each Member will be entitled to use four (4) sick days per year as personal days, to be called "Personal Sick Days". The remaining days shall be used as sick days only, requiring an employee to call and report each day he is out. After five consecutive sick days are used, a doctor's excuse is required.

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

B. PERSONAL DAYS

Each member shall also receive three (3) personal days of each of his own choosing each year. Unused personal days may not be transferred from the year earned. When using a personal day, the employee shall contact the Public Works Supervisor between 7:00 a.m. and 7:30 a.m., or the Township Clerk between 9:00 a.m. and 9:30 a.m.

C. BEREAVEMENT LEAVE

Five (5) working days for the death in the immediate family only. A member of the employee's immediate family shall be limited to husband or wife, son, daughter, brother, sister, mother, father, step-mother, step-father, mother-in-law, father-in-law, grandmother and grandfather.

If an employee is called from work for death of the above named, this will not be included as part of the five day leave. Also, the employee called from work will not be penalized with a deduction from his pay for the hours not worked.

In the event of a death in the employees family not specifically mentioned, or, at additional hardship that may be involved, additional time off without pay may be granted by the Director of the Department of Public Works or the governing body.

ARTICLE X

LEAVE OFF ABSENCE

- A. A leave of absence up to a maximum of ninety (90) days may be granted upon recommendation of the employee's department head by the Township Council provided that the opinion and discretion of the Township Council such leave will not interfere with the efficient operation of the department.
1. The employee requesting a leave of absence shall submit such request to his department head in writing with reasons for the leave.
 2. All such leaves of absence that are granted shall be without loss of seniority status and without pay. However, the employee on leave will not accrue seniority while on such leave.
 3. Furthermore, vacation and sick days, as well as any other benefits provided for in this Agreement, shall not be accrued nor compensated for during the leave of absence.
- B. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employed. Any violation of this understanding may result in an immediate termination of the leave of absence and discharge of the employee.

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

ARTICLE XI

JURY DUTY

- A. If selected to serve on either Petit or Grand Jury, employees shall be excused from work so that they may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his or her full salary less the moneys paid to each juror by the courts.
- B. At the termination of the jury duty, the employee will submit a statement from the officer of the Court certifying and attesting to the total number of days and the specific dates that the employee actually served on jury duty.

ARTICLE XII

TRAINING

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

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

- C. The Governing Body shall reimburse employees for the costs of any special licenses or certifications required to fulfill the scope of their job responsibilities as mandated or requested by the Township of Pohatcong Director of Public Works.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without intervention of the Union.

B. DEFINITION

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

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE: The moving party shall present the grievance in writing signed by the aggrieved to the Council Member in charge of the department within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of grievance, the persons involved shall make an earnest effort to resolve the matter. The Council Member in charge of the department or their designee shall make whatever additional investigation is necessary and shall, within fourteen (14) calendar days after presentation of the grievance, render a decision.

STEP TWO – In the event the grievance has not been resolved at Step One, the moving party shall present the grievance in writing to the governing body within ten (10) working days upon the completion of STEP ONE. The governing body shall make whatever additional investigation is necessary and shall, within fourteen (14) calendar days after presentation of the grievance, render a decision.

STEP THREE - ARBITRATION:

- a. In the event the grievance has not been resolved at STEPS ONE and TWO, the Local Union may refer the matter to arbitration, within ten (10) calendar days. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Mediation Board.
 - b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
 - c. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
 - d. The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding subject to the provisions of law.
 - e. The cost of the services of the arbitrator shall be borne equally between the Township and the Union, if necessary. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- D. A grievance will be considered settled upon its withdrawal in writing, or when the grievance ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next Step. Failure to answer a grievance within the proper time shall move it to the next step.

ARTICLE XIV

NO-STRIKE PLEDGE

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

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

- C. In the event any violations of the previous paragraph occurs which is unauthorized by the Union, i.e. a "wildcat strike" or any job action identified above, the Township agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents, provided that the Union promptly orders its member to return to work. Failure of employee to return to work after being so ordered by the Union shall be cause for dismissal.
- D. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in the law or in equity for injunction or damages or both in the event of such breach by the Union.

ARTICLE XV

DISCHARGE AND DISCIPLINE

Nothing contained herein shall be construed to deny or restrict a Civil Service employee of their rights under New Jersey State Civil Service rules and regulations. No Civil Service employee shall be suspended, discharged, or subjected to disciplinary actions, or suffer loss in benefits, except in accordance with Civil Service statues, rules and regulations.

ARTICLE XVI

MEDICAL COVERAGE

A. The Township agrees to furnish and pay for medical, surgical, dental, prescription drug, life and accident insurance to employees and their eligible dependents, with the exception of office co-payments. The employees are responsible for office co-payments.

The Township may change Medical Coverage plans during the term of this contract provided a ninety (90) day employee notice is provided prior to any changes becoming effective. It is understood that there may be differences in coverage once plans are changed. The Township agrees to provide the same or better coverage when changing Medical Coverage plans.

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

ARTICLE XVII

LIFE INSURANCE

- A. The Township will provide, in accordance with present practice, at the Township's cost and expense and without cost to the employees, a life insurance policy in the face amount of twenty thousand (\$20,000) dollars per employee.

ARTICLE XVIII

UNIFORMS

A. CLOTHING ALLOWANCE

The Township will provide each full time Public Works Department employee a clothing allowance up to \$250.00 annually during the first month of the municipality's fiscal year. This allowance will be issued as a reimbursement for documented work clothing expenses. The allowance will not be counted as an earning by an employee or the municipality.

B. WORK-SHOE ALLOWANCE

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

C. PERSONAL EFFECTS ALLOWANCE

The governing body shall reimburse full time Public Works Department employees for any personal effects damaged while performing employees job. This does not cover clothing, but does cover prostheses such as eyeglasses and hearing aids.

D. PERSONAL PROTECTION EQUIPMENT

The Township will provide each full time Public Works employee, at no expense to the employee or the allotted clothing allowance, any personal protective equipment necessary for safe performance at his or her duties in accordance with all applicable PEOSHA rules and regulations. Raingear will be issued as needed and stored at the Township garage.

ARTICLE XIX
DUES CHECKOFF

- A. Upon receipt by the Township of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of moneys for payment to the Union of his/her membership dues (and initiation fee if a new member), which shall be uniform, the Township thereafter will deduct from the first (1st) pay each month of each such member during the existence of such assignment, his/her periodic Union dues (and initiation fee if a new member or representation fee).
- B. The Township will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 104 East Centre St. Suite #203, Nutley N.J. 07110, provided that the Union shall previously have notified the Township of the amount of dues and initiation fees to be deducted and shall have furnished the Township with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.
- C. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits or other forms of liability by reason of action taken by the Township in reliance upon signed authorization cards furnished to the Township by the Union and in compliance with the provisions of this Article.

ARTICLE XX

MEAL ALLOWANCE

- A. The governing body shall pay \$6.00 for one breakfast in the a.m. and \$11.00 for one dinner in the p.m. for any full time employee that works continually because of emergency within the Township.

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

ARTICLE XXI

SENIORITY

- A. The seniority of an employee is defined as the length of continued service as a Township employee dating back to his or her last date of hire.
- B. Once a year, the Township shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Township. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications, and seniority dates.
- C. Seniority shall determine: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Township.

- D. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoff and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
- E. In the event of layoff and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority provided that, in the judgment of the Township, the more senior employee is able to do the work in a satisfactory manner, and provided further that he/she has the proper qualifications.
- F. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Township record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XXII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIII

FULLY-BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain-able issues, which were, or could have been, the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIV

PENSION

The Township shall provide pension and retirement benefits to employees covered by this Agreement pursuant to state law. Pension and retirement benefits are those benefits offered under the Public Employees Retirement System (PERS).

ARTICLE XXV

ACTIONS AGAINST PUBLIC WORKS EMPLOYEES

A provision for the defense and indemnification of Township employees is described in Chapter 17, Section 17-1 of the Code of the Township of Pohatcong. This Township ordinance applies to Public Works employees. A copy is included as Attachment B.

ARTICLE XXVI

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2003 and shall remain in full force and effect through December 31, 2005 and from year to year thereafter unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor later than ninety (90) days in advance of the expiration of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

DATED: *March 25 2004*

FOR THE UNION:

Albert Tatcha
Donald R. Grube

WITNESS:

Wendy Nevada

FOR THE TOWNSHIP:

[Signature]

WITNESS:

Wanda L. Kutymar

SCHEDULE A

SALARIES

- A. All employees will receive salary increments for the years 2003, 2004, 2005 as follows:
 - a. 4% across the board, starting January 1, 2003
 - b. 4.5% across the board, starting January 1, 2004.
 - c. 4.5% across the board, starting January 1, 2005.
- B. Laborer shall advance to Skilled Laborer after serving six (6) months as a Laborer.
- C. Laborer shall advance to Truck Driver, Class C after serving one (1) year as a Skilled Laborer.
- D. Truck driver, Class C, shall advance to Truck Driver, Class B after serving one (1) year as Truck Driver Class C.
- E. Truck driver, Class B, shall advance to Truck Driver, Class A after serving one (1) year as Truck Driver Class B.
- F. Truck Driver Class A shall advance to Equipment Operator Class C, one (1) year after serving as Truck Driver class A.
- G. Equipment Operator Class C shall advance to Equipment Operator Class B after serving one (1) year as Equipment Operator Class C.
- H. Equipment Operator Class B shall advance to Equipment Operator Class A after serving one (1) year as Equipment Operator Class B.
- I. Payday will be every other Thursday.
- J. Overtime pay will be paid every payday.

K. New Pay Rates Will Be:

Year	2003	2004	2005
Title			
Supervisor DPW	\$25.51	\$26.66	\$27.86
Assistant Supervisor DPW	\$23.54	\$24.60	\$25.71
Equipment Operator			
Class A	\$22.83	\$23.86	\$24.93
Class B	\$22.05	\$23.04	\$24.08
Class C	\$21.31	\$22.27	\$23.27
Truck Driver			
Class A	\$20.56	\$21.49	\$22.46
Class B	\$19.57	\$20.45	\$21.37
Class C	\$18.57	\$19.41	\$20.28
Skilled Labor	\$16.71	\$17.46	\$18.25
Labor	\$12.94	\$13.52	\$14.13