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AGREEMENT

BETWEEN

TOWNSHIP OF WOODBIDGE, Township

AND

UNION LOCAL 2292 OF AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

(DIVISION OF SANITATION)

✓ January 1, 1983 through December 31, 1983

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PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer", and Local 2292, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment in the Division of Sanitation, Equipment Repair Department of Public Works for: all of its members in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include, excluding supervisors as defined in Chapter 123.

ARTICLE II

UNION SECURITY

The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an

amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE III

GRIEVANCE PROCEDURE

1. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence; if at that time the Steward is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee member) to the Head of the Division of Sanitation within seven (7) days after the supervisor's response is due. The Head of the Division of Sanitation shall respond to the Union Steward or the Grievance Committee in writing within five (5) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative, or Grievance Committee to the Department or Division Director

in writing, within seven (7) days after the response of the Head of the Division is due. The Director shall respond in writing to the Union Steward, representative, or Grievance Committee within ten (10) working days.

Step 4: If the grievance is still unsettled, it shall be presented by the Union Steward, Union representative, or Grievance Committee to the Business Administrator within seven (7) working days after the response of the Director is due.

Step 5: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

2. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to agree upon an Arbitrator, the State Mediation Service* shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Employer shall strike the first name; the Union shall strike one (1) name, etc., and the name remaining shall be the Arbitrator.

*American Arbitration Association may be substituted for State Mediation Service.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

3. The Union will notify the Employer in writing of the names of its employees, maximum of four (4) who are designated by the Union to represent employees under the Grievance Procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees, and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

4. Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representa-

tives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

5. No employee shall be disciplined except for just and proper cause.

a. In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) days the Employer and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

- (1) Incapacity due to mental or physical disability;
- (2) Intoxication while on duty;
- (3) Disorderly or immoral conduct;
- (4) Where violence and/or the health and safety of other employees or employer may be involved;
- (5) Serious neglect of duty.

In the event of a suspension in excess of five (5) working days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by

the Steward, the local Union President or designee and a council representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

In the event the employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

b. The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

ARTICLE IV

DISCRIMINATION

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership or Union activities.

2. No Union official or member shall in any way force, intimidate, either through overt acts or by subtle harassment, any non-union member to join or participate in Union activities or meetings.

ARTICLE V

RIGHTS OF MANAGEMENT

The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the working force, to hire employees, to eliminate jobs and to determine the number of employees needed for specific job assignments, except to the extent that these rights are specifically modified or limited by either this Agreement or by statute.

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by Statute.

ARTICLE VI

SENIORITY

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

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

3. 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 names first preference, etc. For the 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.

4. In all cases of promotions, demotions, layoff, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

5. The agreed to seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards; such lists shall contain dates of hire and classifications. A copy of seniority lists shall be sent by mail to the Secretary or President of the Union.

6. The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

7. It shall be the policy of the Employer to promote to supervising positions, in so far as possible, from the ranks of employees.

ARTICLE VII

POSTING

Notice of all vacancies shall be posted on employee bulletin boards. Newly-created positions, vacancies or promotional jobs, are to be posted in the following manner:

Classification
Location
Rate of Pay
Hours of Work
Person to Contact.

ARTICLE VIII

HOLIDAYS

1. The Department will not work on the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day (General)
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
July 4th	
Labor Day	

2. To be eligible for holiday pay, an employee must work the day before and the day after the holiday unless said employee is on excused absence by the Head of the Division of Sanitation.

3. If employees are required to work on Garbage Collection on a holiday due to unusual conditions, employees will receive double time pay for the day worked, plus one day's pay for the holiday.

4. Should any other day not listed herein be declared as a national or State holiday either by the Executive Order

of the President of the United States or the Governor of the State of New Jersey declaring same pursuant to N.J.S. 36:1-1, any such holidays will be considered the same as all other holidays set forth in this Agreement.

ARTICLE IX

VACATIONS

1. The time for taking vacations shall be scheduled by the Head of the Division of Sanitation. Individual vacation assignments shall then be distributed in conformance with the schedule on a seniority basis; however, variations will be permitted upon mutual consent of the employee and Superintendent. A seniority list shall be posted in a conspicuous place and preferences for vacations shall be submitted not later than March 1st. Failure to submit the request shall result in loss of seniority rights in regard to vacation request.

2. The following vacation schedule will prevail.

1 year to 5 years of service	12 days vacation with pay
5 years to 10 years of service	15 days vacation with pay
10 years to 15 years of service	18 days vacation with pay
15 years to 20 years of service	20 days vacation with pay
20 years to 24 years of service	28 days vacation with pay
25 years of service and over	30 days vacation with pay

Employees paycheck for his earned vacation shall be given to the employee prior to start of his vacation provided that a request in writing for said paycheck is made at least

two (2) weeks prior to his vacation date.

Vacation time may not be accumulated for more than two (2) years.

3. Vacation leave will be charged on the basis of a five (5) day work week. Vacation leave must be taken in minimum periods of five (5) consecutive work days. Any less number of days must be with permission of the Division Head.

4. A day lost due to illness will be charged as one (1) day against the employee's sick leave.

5. In lieu of the three (3) personal days, all employees shall be entitled to three (3) additional days per year to be used one day at a time or in conjunction with scheduled vacations. These days may be used for family emergencies subject to the prior approval of the Township Administrator.

ARTICLE X

LEAVES OF ABSENCE

1. An employee shall be entitled to fifteen (15) days with pay per year for sick leave and said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The word "family" is herein defined so as to include and be restricted to the employee's wife, children, brothers, sisters, and mother or father or other relative living in the immediate household.

2. Funeral Leave - In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive working days absence with pay. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, and father-in-law shall constitute the employee's immediate family. In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive working days absence with pay.

3. Union Business - The President, Vice-President,

3. Union Business - The President, Vice-President, and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purpose of attending Union conventions or conference provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed twenty (20) man days. The employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. This five-days' notice requirement is also applicable to Section 4.

Less than five (5) days notice may be required by agreement with management. Leave under this section shall be limited to not more than four (4) employees at any one time.

4. Union Educational Leave - Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when submitted notice by the Union that said employee or employees have been accepted for schooling. Ten (10) working days per year shall be allocated for Union educational leave purposes. Two (2) employees only shall take leave at any one time and any one employee shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

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

5. At the time of death or retirement, the employee shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half (1/2) of the rate of pay in effect on the date of retirement or death, up to a maximum of Twelve Thousand (\$12,000.00) Dollars. All vacation time must be used prior to retirement in order to be able to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

Regardless of the amount of paid sick leave to which an employee may be entitled, where the nature of his non-occupational related illness or injury, required an extended period of absence, he shall be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advice of a physician for additional periods thereafter, subject to the employer's approval.

ARTICLE XI

PICKUP SYSTEM AND SNOW REMOVAL

The parties herein agree to continue to negotiate the problems as they relate to the pickup system and snow removal.

It is agreed that the parties will meet as frequently as possible for the purpose of discussing these issues with the expectation that the parties will come to an agreement and that said agreement will be reduced to writing and made a part of this contract.

In the meantime the present system will continue without change. When a new system is developed, such system shall be incorporated in this Agreement.

Employees in the Sanitation Department who work on snow removal shall be paid at the same rate and shall receive the same benefits as employees in the Road Department.

ARTICLE XII

INSURANCE

A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement. These benefits include the Medical-Surgical, Major-Medical, Blue Cross Rider J Plan and the dental insurance coverage in existence for covered employees on the effective date of this Agreement.

B. Township agrees to provide a \$2.00 co-pay prescription plan for the employee and his dependents. A prescription card will be issued to all employees as soon as possible after the commencement of the contract.

C. The Township agrees to provide optical insurance coverage for employees and his dependents.

D. For the purposes of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice.

E. The Employer reserves the right to terminate the existing insurance plan and provide the employees with an equal plan with no reduction in benefits.

ARTICLE XIII

HEALTH AND SAFETY

The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health, as mutually agreed upon.

The Employer and the Union shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

ARTICLE XIV
LONGEVITY PLAN

1. The Employer agrees to pay, as a fringe benefit, the following longevity plan:

2 1/2% of base yearly salary for 5 to 10 years of service.

4% of base yearly salary for 10 to 15 years of service.

5 1/2% of base yearly salary for 15 to 20 years of service.

7% of base yearly salary for 20 to 25 years of service.

8 1/2% of base yearly salary for 25 years and over of service.

2. The Employer agrees to pay this Longevity pay to all employees of the unit. It shall be paid in a lump sum amount prior to the Christmas holidays.

3. The Employer agrees to use employment seniority as a means to determine the years of established service by the employee.

4. The Employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

ARTICLE XV

UNIFORMS AND FOUL WEATHER GEAR

1. The Employer agrees to provide the Division of Sanitation employees with uniforms and foul weather gear. Summer uniforms to be furnished between May 1st and October 1st. Winter uniforms to be furnished between October 1st and May 1st. All uniforms provided by the Employer must be worn by the employees.

2. Loss of uniforms and foul weather gear will result in replacement and in pay deductions sufficient to cover the loss from the employee responsible.

3. Individual half lockers will be provided to all of the Sanitation employees and a partition for the locker room will be provided.

4. The Employer agrees to provide three (3) good pairs of safety shoes per year for every employee and insulated boots for all the employees in the Division of Sanitation.

5. The Employer agrees to furnish during the winter season a three-quarter length jacket with hood for each employee. This jacket shall be returned to the Division of Sanitation at the end of the winter season. Employees in the Equipment Repair Division will receive two (2) pair of regular coveralls and one (1) pair of insulated coveralls.

6. The Employer agrees to furnish six (6) pairs of wool gloves and two (2) pairs of rubber gloves per year.

7. The Employer agrees that all bid specifications for the above mentioned uniforms will require that such uniforms be American made.

8. Mechanics in the Equipment Repair Department shall receive an annual allowance of \$125.00 per year for tools, payable in the first pay period in December.

ARTICLE XVI

DISTRIBUTION OF OVERTIME

1. Overtime shall be divided and rotated as equally as possible within the Division according to seniority and among those employees who regularly perform such work.

2. If during an overtime situation, there are three (3) or more pieces of equipment out on the road, the Employer agrees to have at least two (2) men in the garage for coverage. This provision does not apply to Streets Division sewer standby crew.

3. Any employee in Equipment Repair who is required to work during periods other than his regularly scheduled shift shall be guaranteed a minimum of two (2) hours work at the rate of time and one-half the hourly rate provided such work is non-consecutive to his regular shift. Any employee in Equipment Repair who is required to begin work prior to the normal scheduled starting time for his shift, shall be paid time and one-half his hourly rate for all time worked prior to his normal shift provided he works his full shift thereafter.

ARTICLE XVII

PAY SCALES

The pay scales for all employees covered by this Agreement shall be set forth in Appendix A, attached.

During the term of this Agreement the pay scales will not be changed unless by mutual consent of both parties.

ARTICLE XVIII

GENERAL PROVISIONS

1. Bulletin boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

2. Nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulations.

3. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

4. It is agreed that representatives of Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

5. No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

6. This Agreement shall not prevent the employees of the Division of Sanitation from receiving any general fringe benefits awarded the employees of the Township of Woodbridge by legislative action of the Municipal Council during the period of this Agreement.

7. Should any other bargaining unit, beyond the Police Department, receive the benefit of paid-up insurance upon retirement, then the same plan shall be incorporated in this Agreement at that time.

ARTICLE XIX

NO STRIKE PROVISION

1. The Union agrees that it will not call or support any work stoppage or strike during the life of this Agreement.

2. The Employer agrees that there shall be no lock out of employees during the life of this Agreement.

ARTICLE XX

TERMINATION OF DIVISION OF SANITATION

If for any reason either the Division of Sanitation or Equipment Repair Department are abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said services, those employees in any of these departments who will be discharged without cause, other than the abolishment of said division, and having completed five (5) years of satisfactory employment in said division shall receive severance compensation at the rate of Six Hundred (\$600.00) Dollars for each year of continued service and major part of the year thereof. The Union agrees that there will be no demand to increase the amount of severance pay during the next round of negotiations with the Township.

ARTICLE XXI

TEMPORARY DISABILITY BENEFITS

The Township agrees to provide temporary disability benefits equal to the State Disability Plan, at no cost to the employee.

ARTICLE XXII

LAYOFF AND RECALL

All layoffs, recalls and demotions will be made in accordance with New Jersey Civil Service Laws and Regulations.

ARTICLE XXIII

TERMINATION

This Agreement shall be effective as of the 1st day of January, 1983, and shall remain in full force and effect until the 31st day of December, 1983. It shall be automatically renewed from year to year thereafter until either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands on this day of , 198 .

FOR THE EMPLOYER:

ATTEST:

TOWNSHIP OF WOODBRIDGE

Mary Coate
Deputy Municipal Clerk

Joseph E. Leonard

FOR THE UNION LOCAL 2292 OF AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO FOR DIVISION OF
SANITATION

WITNESS:

Donald B. Liles

Joseph Dulcis

Edward A. Mack

Dennis Henney

Richard Henney

Alfred G. Liles

SANITATION

APPENDIX A

1983 SALARY SCHEDULE

<u>TITLE</u>	<u>RANGE</u>
Laborer, Heavy	\$63.26 - \$76.91/day
Mechanic's Helper	\$63.26 - \$76.91/day
Mechanical Repairer(light equipment)	\$76.91/day
Truck Driver	\$78.83/day
Mechanic	\$78.83/day
Body and Fender Mechanic	\$78.83/day
Mechanic(Diesel)	\$79.69/day
Senior Mechanic	\$79.69/day
Hydraulic Repairer	\$80.32/day
Welder	\$80.32/day
Stock Clerk	14,265/year
Senior Stock Clerk(automotive)	20,237/year