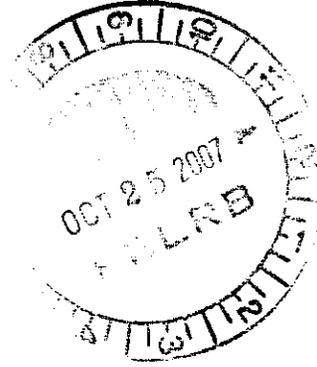


COPY



WAGE AND WORKING  
AGREEMENT

BETWEEN

THE CITY OF SOMERSWORTH, NH

AND

PUBLIC WORKS/HIGHWAY DEPARTMENT  
AFSCME COUNCIL 93, LOCAL 863

July 1, 2007 to June 30, 2010

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WAGE AND WORKING AGREEMENT BETWEEN

THE CITY OF SOMERSWORTH, N.H.

AND

AFSCME, LOCAL #863

This Agreement is made and entered into by the City of Somersworth for its Public Works Department, hereinafter called the Highway Department, and Local Union 863 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the Union, representing the employees of this Department who are members of Local #863.

WITNESSETH

WHEREAS, the Union establishes itself as the sole and exclusive representative of all employees of the Highway Department who are on a regular active duty with the Department and are presently enrolled on the Departmental payroll.

NOW THEREFORE, the parties thereto contract and agree with each other as a result of collective bargaining as follows:

**ARTICLE I RECOGNITION:**

- 1.1 The City of Somersworth hereby agrees and does hereby recognize the Union as the sole and exclusive representative of all the employees of the Highway Department except those employees who are in supervisory capacity or have the right to hire or fire, for the purpose of bargaining with respect to wages, hours of work and working conditions.
- 1.2 The City of Somersworth agrees that it will not interfere with the right of the employees to become members of the Union and further agrees that there shall be no discrimination, interference, restraint, or coercion by the Department of any of its authorized agents against any employee because of his/her membership in the Union, or because of presenting a grievance against any employee who may represent others in discharge of his/her duties as a member of any committee of the Union. The Union agrees for itself, that its members individually and collectively, will perform loyal and efficient work and service and to use its and their influence in the best efforts to promote and advance the interest of the Department and the City at all times.
- 1.3 The incumbent General Foreman will remain in the bargaining unit until retirement at which time the parties agree to delete the position of General Foreman from the bargaining unit and a mutual petition for modification will be submitted to the PELRB at that time.

**ARTICLE II AGENCY SHOP:**

- 2.1 Whenever re-employments are made or the Highway Department hires new employees they shall, within thirty (30) working days, become members of Local #863 by presenting to the Highway Department a proper authorization card approved by the Union, for the collection of dues, or in the alternative if the employee chooses not to

join the Union, he/she will be required to pay a service charge in the amount comparable to the dues.

## ARTICLE III WORK DAY/WORK WEEK:

- 3.1 The normal work week shall consist of forty (40) hours per week, and it shall consist of any work performed up to eight (8) hours of work per day, Monday through Friday at straight time. The work day shall commence at 7:00 a.m. to 3:00 p.m., provided the employees will have a twenty (20) minute lunch break (to be taken on the job site) and scheduled between 11:00 a.m. and 1:00 p.m., and provided that the employees will have a ten (10) minute break no later than 1:30 p.m. Any work performed over eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, shall be paid at the rate of time and one half. Except for holidays and early calls, overtime shall not be compounded, pyramided or added-together and an employee shall not be paid twice for the same time worked. If a holiday falls during the work week, it shall be considered as eight (8) hours work and the time shall be applied to constitute the forty (40) hour work week. Any work performed over eight (8) hours in any one day shall be paid at the rate of time and one half regardless of whether or not the employee works a forty (40) hour work week. Any work performed on Saturday or Sunday shall be paid at the time and one half rate over and above the current hourly rate.
- 3.2 Overtime shall be equally divided between all qualified employees of the Division. A record of overtime offered and worked shall be kept. For purposes of dividing overtime, work offered shall be considered work performed (if an employee could not be contacted to work an overtime duty, the employee's overtime record shall be credited with the same number of hours as the employee who eventually works the duty). If the employee is actually contacted about the overtime duty but declines to work, that employee will be credited with double the number of hours of the employee who eventually works the duty. For this purpose, employees on workers compensation or disability leave shall be treated as employees who could not be contacted. All employees who work their scheduled call weeks but decline to cover for another employee's scheduled call week shall not be penalized.
- 3.3 At the discretion of the employee and upon 48 hours advance notice and subject to the needs of the City, compensatory time-off may be granted rather than overtime. Compensatory time shall accumulate at the rate of one and one-half times the actual hours worked. For work performed on a holiday, compensatory time shall accumulate at straight time plus one and one-half times the normal hours worked. Compensatory time may be accumulated up to a maximum of 160 compensatory hours. Any request for compensatory time off will not be unreasonably withheld.
- 3.4 It is specifically recognized by the Union that the work of the Division is varied and, to a certain extent, uncontrollable. Employees of the Union may be required to work outside of normal work hours with little or no notice. Employees are expected to hold themselves reasonably available for recall when it would be expected that work would be required, for example, during snow storms, heavy rainfall and natural disasters.
- 3.5 All full time employees will be offered the first opportunity to work all call-ins in accordance with Article 3.2 prior to any seasonal, temporary or part time employees.

**ARTICLE IV CHECK OFF:**

- 4.1 Upon an individual written authorization card by an employee and approved by the Union, the City agrees to deduct from each employee so authorized the amount certified by the Local as Union dues to be collected from the first and second pay check of each month and the same (dues collected) shall be remitted to the Union Treasurer on a monthly basis provided, however, that if any employee has no pay check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event, no dues will be collected from said employee for that month.
- 4.2 When forwarding Union Dues to the Union Treasurer, the City will supply a complete list of all persons who have paid said dues and also, a list of the names and addresses of any new or re-employed employees and their date of employment.

**ARTICLE V CLASSIFICATION AND PROBATIONARY PERIOD:**

- 5.1 The following classifications of employees are established: seasonal, temporary and regular.
- A. Seasonal employees are hired for a specific season's work and may be rehired during succeeding years or seasons without becoming regular employees. Seasonal employees may be hired for a season not to exceed 179 days and shall have no seniority rights and shall receive no benefits other than required by law.
- B. Temporary employees are hired for a particular purpose or reason but without the expectation of becoming regular employees. Temporary employees may be hired for a period not to exceed one year and shall be subject to all clauses of this agreement after serving the probationary period except those of seniority. Qualified temporary employees shall be given preference in filling regular positions should they become available during the period of temporary employment.
- C. Regular employees are those hired to fill permanent positions with the expectation of continuing their employment for one (1) year or more.
- 5.2 New temporary and regular employees shall serve a probationary period of six (6) months during which any such employee may be terminated for the convenience of the City without recourse to this contract. A temporary employee taken on as a regular employee with no break in service shall have their temporary employment counted towards the probationary period.

**ARTICLE VI SENIORITY:**

- 6.1 An employee's seniority shall commence with his/her hiring date provided the employee is not discharged and is in the Department's continuous employment beyond the probationary period.
- 6.2 In case of layoff, the employee with the least seniority shall be laid off first and shall be rehired back by the Department according to his/her seniority at the time he/she was laid off, providing he/she is qualified.

- C. an employee who is assigned to the third shift shall be paid sixty cents (\$0.60) per hour over their regular hourly rate,
- D. at no time will the second or third shift differential be used as a subterfuge or dodge to avoid paying overtime.

ARTICLE X FRINGE BENEFITS AND VACATION

10.1 All employees who have completed one (1) year of continuous service shall be entitled to vacation as follows:

2 <sup>nd</sup> year through 5 <sup>th</sup> year	10 days
6 <sup>th</sup> year through 11 <sup>th</sup> year	15 days
12 <sup>th</sup> year through 20 <sup>th</sup> year	20 days
21 <sup>st</sup> year	21 days
22 <sup>nd</sup> year	22 days
23 <sup>rd</sup> year	23 days
24 <sup>th</sup> year	24 days
25 <sup>th</sup> year	25 days (maximum)

All vacations shall be granted by seniority, based upon continuous service.

10.2 Paid Holidays: All regular employees shall be paid the following holidays. Should a holiday fall on Sunday, it shall be celebrated on Monday as with all regular employees being paid for this day. Should a holiday fall on Saturday, all regular employees shall be paid for that holiday in addition to their regular pay, unless the Friday before is designated as the holiday.

New Year's Day	Columbus Day
MLK Day	Veterans Day
Fast Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Labor Day	2 Floating holidays

(Floating holidays to be taken within the contract year and scheduled at least one week in advance)

10.3 All employees who work on any of the above named holidays shall receive their straight time pay at the regular hourly rate for the holiday. All hours worked on a holiday shall be at the rate of time and one half over and above his/her regular pay.

10.4 All employees shall be entitled to the holiday pay provided he/she has worked the day preceding the holiday and the day following the holiday; provided, however, that he/she is scheduled to work on these days if he/she is absent for substantial reason or emergency, or if the employee is absent from work due to illness.

10.5 Insurance: The City of Somersworth agrees to provide life insurance and accident and sickness benefits as all other City employees presently receive. The income protection insurance shall provide a benefit of 2/3rds of weekly salary up to five hundred dollars

(\$500.00) per week for twenty-six (26) weeks beginning on the fifteenth day of an accident and the fifteen day of an illness.

- 10.6 Funeral Leave: Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted an employee in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandmother	Sister-in-law
Grandfather	Brother-in-law
Grandchild	Son-in-law
Aunt/Uncle	Daughter-in-law

Under extenuating circumstances, additional days with pay may be granted under the above sections, with the written approval of the Department Head or City Manager. Paid days off to attend the funeral of an in-law are available only if the employee or child is currently married to the blood relative of the deceased.

- 10.7 Flu Shots: The City agrees to supply flu shots on an annual basis to each employee of the Highway Department. In years when the City does not administer the flu vaccinations, employees will receive the shots from their personal physicians and submit the claim to the insurance carrier. In such years only, the City will reimburse the employee for any office visit co-pay paid by an employee to obtain the flu shot.

- 10.8 For employees hired before July 1, 1994 the City shall pay, annually in the first full pay period in December, longevity according to the following schedule:

After 5 years of consecutive service	=	\$208.00
After 10 years of consecutive service	=	\$416.00
After 15 years of consecutive service	=	\$832.00
After 20 years of consecutive service	=	\$1,248.00
After 25 years of consecutive service	=	\$1,664.00

Employees hired after July 1, 1994, are not eligible to receive this benefit.

- 10.9 Personal Days: Each fiscal year employees will receive two personal days, which must be used in the fiscal year received and at the discretion of the Director of Public Works and Utilities.

- 10.10 Education Incentive Reimbursement: The City agrees to provide reimbursement to employees who complete approved courses relating to their current responsibilities or as part of an approved career development program based upon the following standards:

- A. Payment of seventy-five percent (75%) of the cost of such courses, but not to exceed \$400.00 per employee in a fiscal year and not to exceed the total budgeted amount of \$3,000 for this program.
- B. Courses must be approved in advance by the Department Head concerned as meeting the requirement that the course is related to the employee's job or is part of a career development program. Approval must be obtained from the Personnel Director for the course.
- C. Once a course has been approved as meeting the requirement in an advance will be made to the employee of one-half (1/2) of the authorized course tuition and books, not to exceed \$150.00. The remainder of the course reimbursement, not to exceed \$150.00 will be paid to the employee upon presentation of a certificate of satisfactory completion of the course. If the course is not satisfactorily completed the employee shall return any funds advanced for the course and will not be reimbursed.
- D. If an employee's employment ends prior to the completion of the course, the employee will not be eligible for any reimbursement and shall refund any money advanced to the City. The employer may withhold the advance from the employee's final paycheck. In any case, the Union shall not be held liable where the employer cannot recover the funds advanced to any employee.
- E. Approval for courses will be considered on the basis of relevancy of the course, number of employees applying, and funds available.
- F. If a course is paid for in whole or in part through a Federal or State program then the City will not reimburse for such amount, it being the intent of this section to eliminate double payment for any course.

10.11 Meal Allowance: After each twelve (12) consecutive hours of work in an emergency, employees shall be eligible for a meal allowance of up to ten dollars (\$10.00). Employees must submit a meal purchase receipt(s) to receive the meal allowance reimbursement.

#### ARTICLE XI GRIEVANCE PROCEDURE:

- 11.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this agreement, under express provisions of this agreement and shall be processed in the following manner:
- 11.2 STEP 1. An employee having a grievance must submit the grievance in writing to his/her Department Head within seven (7) work days of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. The Department Head shall file his/her answer within two (2) work days in writing from the date he/she receives notice of the grievance.
- 11.3 STEP 2. If the grievant or the Union disagree with the decision of the Department Head, the grievance may be submitted to the City Manager within ten (10) work days. The City Manager shall have ten (10) work days to render his decision.

- 11.4 STEP 3. If the Union is not satisfied with the decision of the grievance, by the City Manager, or if no decision has been rendered within then (10) work days, the Union may submit in writing a request to the Public Employees Labor Relations Board for the appointment of an arbitrator, to resolve said grievance. If the Union fails to submit such written request for the appointment of an arbitrator within said twenty (20) work days of the original date the City Manager received the grievance, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.
- 11.5 The arbitrator shall not have the power to power to add, ignore, or modify any of the terms and conditions of this agreement.
- 11.6 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.
- 11.7 The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, any witnesses who are not City Employees who are called by them.
- 11.8 If said grievance is not processed within the time limits set forth in sections 11.2, 11.3, and 11.4, the matter shall be dismissed and no further action shall be taken with respect to such grievance.
- 11.9 Time limits may be extended or by-passed by mutual agreement of the parties.
- 11.10 All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred, at the discretion of the arbitrator.

#### ARTICLE XII DISCIPLINARY PROCEDURES

- 12.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
- 12.2 All suspensions and discharges must be stated in writing with reason stated and a copy given to the employee and the Union at the time of suspension or discharge.
- 12.3 Disciplinary actions shall normally follow this order:
- A. verbal warning,
  - B. written warning,
  - C. suspension without pay,
  - D. discharge.

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

- 12.4 An employee may be suspended or discharged for, but not limited to the following reason:

- A. misconduct during employment,
- B. incompetence or inefficiency,
- C. failure to perform assigned duties,
- D. disobedience of his/her supervisor,
- E. intoxication while on duty,
- F. conviction of a felony,
- G. failure to observe rules and regulations,
- H. incompatibility with other employees,
- I. unauthorized absence from duty,
- J. drinking intoxicating beverages while on duty.

12.5 No employee shall be discharged without just cause.

12.6 The personnel record of an employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand provided there are no similar infractions during the intervening period.

12.7 The personnel record of an employee will be cleared of suspension notices after a period of two (2) years from the date of suspension, providing there are no similar infractions committed during the intervening period.

12.8 Sections 12.6 and 12.7 shall not be applicable to any discipline administered on or after July 1, 2007. However, persons hearing grievances under this Agreement, including arbitrators, shall disregard or give less weight to disciplinary actions taken at times remote to the disciplinary action under review. In general, the older the disciplinary action, the less relevant it is to the disciplinary action under review.

#### ARTICLE XIII CLEAN UP TIME:

13.1 Employees shall be granted a ten (10) minute clean up period prior to the end of the regular work day. The work schedule shall be arranged so that the employees may take advantage of this provision.

#### ARTICLE XIV SICK LEAVE:

14.1 The City agrees that employees shall earn twelve (12) sick leave days per year and that sick leave shall accumulate to one hundred (100) days. Any employee who takes sick leave for three (3) or more consecutive days must certify such absence with the Highway Department by means of a statement from a licensed physician, physician's

assistant, or nurse practitioner in order to be paid for these days. Employees who terminate their employment through retirement where retirement is defined as voluntarily, leaves the City service after twenty (20) years or after becoming eligible for Social Security, shall be entitled to a lump sum payment for one-half (1/2) of the accumulated sick leave.

- 14.2 Sick leave is provided for the benefit of employees who require such time to recover from illness. Abuse of sick leave will be subject to discipline.
- 14.3 An employee who has been unable to work for a period of one year (1) due to a non-work related disability may be terminated.

**ARTICLE XV JURY/WITNESSES DUTY:**

- 15.1 If called for jury duty or to be a witness, the City will pay the difference between the employee's regular rate and the amount paid by the courts. Such payment will be made upon verification of the court payment.

**ARTICLE XVI HEALTH INSURANCE:**

- 16.1 Health Insurance. Effective the later of July 1, 2007 or the date of City Council approval of this agreement, the City shall reimburse an HMO-type plan at ninety-seven percent (97.0%). On July 1, 2008 and July 1, 2009, the City's reimbursement will adjust as follows:

	07-08	08-09	09-10
1-Person	97%	96%	94%
2-Person	97%	96%	94%
Family	97%	96%	94%

The City, after providing twenty (20) calendar days advance written notice to the Union, may modify the plan, offer additional plans, change carriers, or convert to self-insurance. The insurance provided under this provision shall be comparable in benefits to Matthew Thornton Blue -5-R \$3/\$15/M\$1.

Effective July 1, 2009, the City will make a one-time payment of two hundred fifty dollars (\$250.00) to flexible medical reimbursement account of each bargaining unit member who establishes such an account under the auspices of the City prior to July 1, 2009.

- 16.2 Dental Insurance. Eligible full-time employees may participate in the Delta Dental Option 4A or other equivalent plan currently provided for employees and their families. The City will pay 100% of the premium for the individual employee. For 2-person and family coverage the employee will pay 20% of the monthly premium cost.

**ARTICLE CVII WAGE RATES:**

17.1 The wage schedule shall be made part of this agreement. Employees shall be compensated in accordance with the Wage Schedule which is attached to this agreement as Appendix A.

**ARTICLE XVIII SAFETY:**

18.1 The City shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. Said meeting shall be held during regular working hours. The Union agrees that its members who are employees of the Department will comply with the Department's rules and regulations relating to safety, economy, continuity, and efficiency of service to the Department and the Public.

18.2 The City agrees to furnish raincoats and rubber boots for all employees for whom such issue is necessary. They further agree to supply rubber gloves, leather gloves and cotton gloves. The employees agree to exercise due care in the use and storage of such items. All replacements of previous issue shall be made only when an article is turned in or exchanged for the one issued. The City further agrees to supply uniforms for each employee of the Highway Department.

18.3 The Union and its members agree to exercise proper care and to be responsible for all Department property issued or entrusted to them.

18.4 Boot Allowance: The City agrees to reimburse employees annually (fiscal year) up to one hundred fifty dollars (\$150.00) for the purchase of safety-toe shoes/boots from a vendor selected by the City. Employees must submit a shoe/boot purchase receipt(s) and written verification that shoes/boots meet City standards to receive the boot allowance reimbursement.

**ARTICLE XIX MANAGEMENT RIGHTS:**

19.1 The Union recognizes that there are functions, powers, authority, and responsibilities exclusively vested in the Department's management, prominent among which are the functions and authority to introduce new or improved methods, machinery or personnel; to establish standards of work, to determine the extent to which the Department shall operate, to hire, transfer, retain, discharge, demote or promote employees, to determine a method and process of accomplishing the Departments work, to assign work to employees and supervisors, to establish safety and other rules governing the operation of the Department and the conduct of the employees, to enforce such rules, and generally to direct the working force whenever it may seem advisable. The Director of Public Works reserves the right to change an operator from one machine to another at any time at his sole discretion.

19.2 It shall be the right of the Union, however, to present and process grievances of its members whose wages, hours and working conditions, or status of employment are changed as a result of management exercising the above mentioned rights whenever such grievance exists. All articles of this agreement shall be subject to the grievance procedures as outlined in this agreement. However, if any article in this agreement is

found to be in violation of any existing laws, only that section of this agreement shall be null and void and all other articles shall be enforced.

**ARTICLE XX NO STRIKE AGREEMENT:**

20.1 It is recognized by the parties hereto that the Department is engaged in furnishing an essential public service which vitally affects the health, safety, comfort, and general well-being of a large number of people in the community to which service is rendered by the Department. It is further recognized, that the Department and the employees represented by the Union have a mutual responsibility to the public which requires that there be no interruption of hours of labor, Department work or progress of service. It is further recognized by the Department and the City that it has a responsibility to bargain in good faith with the Unionized employees. In recognition of this mutual responsibility, the Department and the Union agree that there shall be no interruption, no strike, or no lock out during the term of this contract.

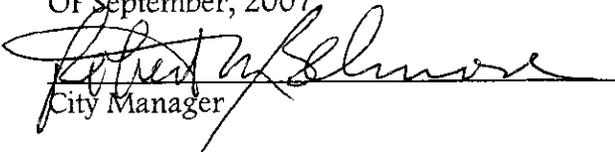
**ARTICLE XXI LIMITATION OF AGREEMENT:**

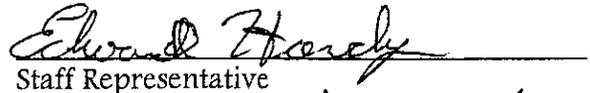
21.1 This being the complete and only agreement between the parties, all terms and conditions of employment not covered by this agreement shall continue to be subject to the City's direction and control except as specifically mandated by state and federal law and such bona fide past practices as existed on June 30, 1986, it being the intention of this clause to continue specific rights and benefits to which the parties were entitled on that date but to exclude future benefits, policies and conditions of employment which may be gained by or granted to any other City employee or employees after that date.

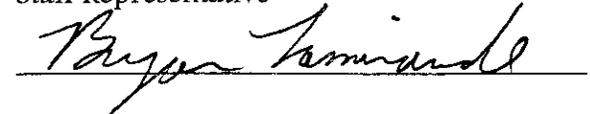
**ARTICLE XXII DURATION:**

22.1 This agreement shall be in full force and effective from July 1, 2007 and shall expire on June 30, 2010. No cost item shall be retroactive unless it is specifically designated as retroactive in this Agreement and approved as such by the City Council.

IN WITNESS WHEREFORE, THE PARTIES HERETO CAUSED THESE PRESENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS AND UNION REPRESENTATIVES THIS 20<sup>th</sup> DAY OF September, 2007.

  
City Manager

  
Staff Representative



APPENDIX

Public Works/Highway Department

The wage schedule shall increase three and one-quarter percent (3.25%) effective the later of July 1, 2007 or the date of City Council approval of the agreement, and shall be:

TITLE	1	2	3	4	5
Building & Grounds Worker	15.80	16.02	16.29	16.57	16.84
Motor Equip. Operator I	16.10	16.45	16.77	17.10	17.41
Motor Equip. Operator II	16.39	16.67	17.02	17.33	17.62
Mechanic	18.46	18.86	19.50	20.02	20.59
Building & Grounds Foreman	18.69	19.14	19.36	19.71	20.10

The wage schedule shall increase three percent (3.0%) effective July 1, 2008, and shall be:

TITLE	1	2	3	4	5
Building & Grounds Worker	16.27	16.51	16.78	17.07	17.35
Motor Equip. Operator I	16.58	16.94	17.27	17.61	17.93
Motor Equip. Operator II	16.88	17.18	17.53	17.85	18.15
Mechanic	19.10	19.43	20.09	20.62	21.21
Building & Grounds Foreman	19.25	19.27	19.94	20.30	20.71

The wage schedule shall increase two and nine-tenths percent (2.9%) effective July 1, 2009, and shall be:

TITLE	1	2	3	4	5
Building & Grounds Worker	16.74	16.98	17.27	17.56	17.85
Motor Equip. Operator I	17.06	17.43	17.77	18.12	18.45
Motor Equip. Operator II	17.37	17.67	18.03	18.36	18.68
Mechanic	19.57	19.99	20.67	21.22	21.82
Building & Grounds Foreman	19.81	20.29	20.52	20.89	21.31