

AGREEMENT

BETWEEN

THE TOWNSHIP OF FRANKFORD

AND

COMMUNICATIONS WORKERS OF

AMERICA

AFL-CIO

2006 - 2008

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Preamble

This agreement made and entered into this 7th day of January, 2003 by and between the Township of Frankford, in the County of Sussex, New Jersey (hereinafter referred to as the "Township" or "Employer") and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union") is the understanding between the Township and the Union on all negotiable issues and as such, will serve to promote and maintain a harmonious relationship between the Township and those of its employees represented by the Union and subjects to this agreement in order that more efficient and progressive public service be rendered.

ARTICLE I - RECOGNITION

Section 1: The Township recognizes the Union as the sole and exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment of the employees in the negotiations unit.

Section 2: The negotiations unit shall be.

Included: All road department employees employed by the Township of Frankford. (As listed in

appendix A)

Excluded: All managerial executives, confidential employees, craft employees, police employees, professional employees, supervisory employees within the meaning of the Act, professional employees, and all other employees employed by the Township of Frankford.

ARTICLE II - DUES CHECKOFF/AGENCY SHOP

Section 1: The Township agrees to deduct Union dues from each employee who has properly authorized such deduction in writing, from the first two paychecks each month. The Township further agrees to forward said deductions along with a list of employees for whom a deduction has been made showing the amount deducted, to the Union within fifteen (15) days after the first day of each month.

Section 2: The Township agrees to institute an agency shop fee deduction from the paychecks of each represented employee who does not join the Union.

Section 3: Dues, deductions and agency shop fees, along with a list of said employees and the amounts deducted, shall be sent on a monthly basis to:

**Communications Workers of America, AFL-CIO
Local 1032
67 Scotch Road
Ewing, N.J. 08628**

ARTICLE III - UNION RIGHTS AND PRIVILEGES

Section 1: The Union shall have the right to designate a member of the Union as Union Representative, who shall not be discriminated against due to legitimate Union activity. The Union agrees to furnish the Township with the names of Union Representatives in writing. Employees who are designated as Union Representatives shall be permitted to meet with Township representatives for the purpose of discussing grievances during mutually agreeable working or non-working hours without loss of pay or benefits.

Section 2: Employee Union Representatives, not to exceed one (1) in number, may participate in mutually scheduled collective negotiations or monthly meetings during their scheduled hours of work an aggregate of eight (8) hours per month with no loss in their regular pay for the time they are so engaged.

Section 3: Authorized Union Representatives shall have the right to enter upon the premises of the Township during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this agreement so long as such visits do not interfere with the work being performed or with the proper service to the public. A representative of the Union shall notify the Road Superintendent of entry on the premises before

exercising the right granted by this provision. In the event the representative is accidentally injured as a result of said activity, the Union shall hold the employer harmless.

Section 4: An employee may attend other Union activities and may request to use vacation leave, personal leave or unpaid leave. Such leave shall be granted provided that it will not interfere with the efficient operation of the Township and is requested timely.

ARTICLE IV - NON-DISCRIMINATION

Section 1: Neither the employer nor the Union shall discriminate against any employee because of age, creed, sex, color, ethnic background, political affiliation, marital status, lawful union activity or lack thereof.

Section 2: The Township reserves the right to discipline or discharge any employee for just cause.

ARTICLE V - RULES & REGULATIONS

Section 1: New work rules adopted by the Township affecting the terms and condition of employment of the employees shall not conflict with this agreement. Work rules shall be placed in writing and copies of same will be provided to the Union.

ARTICLE VI - LAYOFFS AND RECALL

Section 1: The Township agrees that employee layoffs

requiring a reduction of employees shall be on the basis of seniority beginning with seasonal help, on-call part time employees, regular part time employees, and last, regular full-time employees provided senior employees are qualified to perform the work. The Township shall only be required to provide written notice to regular full-time employees to be laid off, twenty-one (21) days in advance.

Section 2: Recall from layoffs shall be made in the reverse order in which they were laid off by the Township. A laid off employee shall have preference for re-employment to job titles within the bargaining unit for a period of nine (9) months. Employees returning to work after recall from layoff shall be eligible for vacation leave and longevity compensation benefits based on cumulative years of service, provided that the recall occurs within nine (9) months of the layoff. Any recall after the nine (9) month period shall be deemed a new employee hire. Notice of recall will be made in writing to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall. A recalled employee must notify the Township within seven (7) days of receipt of recall of his/her availability to report to work and report ready for work no later than fourteen (14) days of receipt of recall. An employee who does not

accept employment after being recalled will be removed from the recall list.

Section 3: The Township will not hire new bargaining unit employees while there are qualified employees on the recall list unless such employees on recall refuse to accept such employment.

Section 4: No non-bargaining unit employees, except for the road superintendent, shall perform bargaining unit work except in case of emergency. Should the road superintendent tender his resignation, the Township shall be able to hire an assistant superintendent who, for up to nine (9) months, will be excluded from the provisions herein. Nothing herein shall limit the right of the Township to sub-contract work except that if the township contracts or sub-contracts out work performed by bargaining unit employees while bargaining unit employees are laid off, the Township shall notify and discuss with the Union the impact of such contracting or subcontracting upon bargaining unit employees who may be reassigned or laid off.

ARTICLE VII - TOOLS AND EQUIPMENT

Section 1: No employee shall be required to use his own personal tools and/or equipment in the performance of his duties. The Township shall have the right to set

reasonable rules and regulations to govern the control of its tools and equipment inventory and accountability for its tools and equipment.

ARTICLE VIII - LEGALITY

Section 1: Should any provision of this Agreement be found to be in violation of any existing or future state or national legislation, only those provisions found in violation shall be affected, and all, other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE IX - MEETINGS

Section 1: On a date mutually agreed upon by the parties, there shall be a meeting of the Union Representative and a member of the Township Committee to discuss mutual problems.

ARTICLE X - NEGOTIATION PROCEDURE

Section 1: The parties agree to begin negotiating a successor agreement no later than ninety (90) days prior to termination of this Agreement, or in accordance with the Public Employment Relations Commission schedule.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 1: The regular work week shall consist of five (5) days of eight (8) consecutive hour days, Monday through Friday, and forty (40) hours per week. Time and one-half

(1.5) shall be paid for all hours worked in excess of eight (8) on any workday, or in excess of forty (40) hours in any work week. An employee, who is working a regular Monday-to-Friday work week and also is working on Sunday, shall receive double time for all hours he/she works on said Sunday, provided that any absence during the regular work week was justified. Employees called to work on an observed holiday with less than 48 hours notice shall be paid their regular day's pay plus double time for all hours worked on such observed holiday. The regular work day shall start at 7:00 A.M. unless mutually agreed otherwise by the Township and the Union.

Section 2: Each employee shall receive one (1) paid, fifteen (15) minute break for each half day period worked (morning and afternoon).

Section 3: Each employee shall be entitled to a one-half (1/2) hour lunch break during each eight (8) hour shift and after four (4) hour intervals during extended work days.

Section 4: A minimum of two (2) hours at the appropriate rate of pay shall be paid for any call in to work after the regular work day or work week.

Section 5: Overtime opportunities shall be equally offered to members of the bargaining unit who are qualified to perform the overtime task. In the event the Union believes

that equitable distribution of such opportunities is not provided, then, it shall promptly bring this to the attention of management.

ARTICLE XII - PAY PERIOD

Section 1: The pay period shall begin at 12:01 a.m. on the 1st day of each month and the 16th day of each month. Pay day shall be on the 15th and 30th of each month. Pay days falling on holidays will result in all employees being paid the preceding day.

Section 2: All wage payments shall be made by check accompanied with a detailed accounting of any and all deductions from employee wages both current and year-to-date.

ARTICLE XIII - MEDICAL AND LIFE INSURANCE BENEFITS

Section 1: The Medical and life insurance benefits currently provided to employees and the present level of employee contribution towards cost, if any, shall continue in full force.

The Township has agreed to provide the employees with a dental plan, known as Delta Dental Plan, which is currently being supplied to the other office staff.

The Township reserves the right to change insurance carriers for any or all portions of the insurance benefits, so long as the same or substantially equivalent benefits

are provided.

ARTICLE XIV - HOLIDAYS

Section 1: Thirteen (13) paid holidays shall be observed for full-time employees under this Agreement.

**New Year's Day
President's Day
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas**

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

Section 2: A day's holiday pay shall be equal to the full-time employee's pay for his/her regularly scheduled work day. The day shall be paid in addition to any benefit leave pay to which the employee is entitled.

Section 3: An employee must work the day before and the day after the holiday in order to be paid for the holiday unless his/her absence is excused by the Road Supervisor or a vacation

day has been scheduled and approved in advance of the holiday or a doctor's note has been provided for the use of

a sick day.

ARTICLE XV - VACATIONS

Section 1: All employees shall be granted paid vacation leave based upon the following schedule:

After one (1) yr. of service = Five (5) days of vacation per yr.

After two (2) yrs. of service = Ten (10) days of vacation per yr.

After five (5) yrs. of service = Fifteen (15)days of vacation per yr.

After seven yrs. (7) of service = Sixteen (16)days of vacation per yr.

After nine (9) yrs. of service = Seventeen (17) days of vacation per yr.

After eleven (11) yrs. of service = Eighteen (18) days of vacation per yr.

After thirteen (13) yrs. of service = Nineteen (19) days of vacation per yr.

After fifteen (15) years of service = Twenty (20) days of vacation per yr.

Section 2: Employees who have completed one full year of service and who are on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided however, that if the employee works less than twelve (12) months in that calendar year, the employee is entitled to a pro rata share of such

vacation entitlement.

Section 3: Any employee whose service with the Township terminates shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death, at pro-rata up to November 30, and after December 1 shall receive his full allotment. Vacation days carried over from the preceding year will not be used in calculating the employee's pro-rata allotment.

Section 4: Vacation time for periods in excess of a single vacation day shall be requested in writing of the Road Superintendent or a designee of the employer two weeks in advance. If vacation time requests are denied and cannot be rescheduled in the current calendar year, the employee shall carry over the accumulated vacation time into the following year and must be granted the use of that carried over vacation time in the second year. Approval of requests for the use of vacation time shall not be unreasonably withheld.

Section 5: Requests for use of single vacation days can be made by advance notice but not less than five working days. The days will be granted if scheduling permits in the opinion of the Road Superintendent or a designee of the employer.

Section 6: Employees returning to work after recall from

layoff shall be eligible for vacation leave based on cumulative years of service provided the recall occurs within (9) months of the layoff.

Section 7: An employee may carry over from one year to the next year, a cumulative total of five (5) vacation days. No more than five (5) vacation days may be carried forward from one year to the next year. If the employee does not use the carried over vacation days in the next, proceeding year, the days will be considered to have been forfeited. Vacation days taken in any year shall first be applied against the carried over vacation days (a maximum of five) from the immediately preceding year. Regardless of an employee's years of service or vacation days actually taken, the Township will not be responsible for and the employee will not be entitled to any more than that particular years' total of vacation days and up to five (5) carryover days. No more than five (5) unused, carryover vacation days will be paid to an employee at retirement.

ARTICLE XVI - SICK LEAVE

Section 1: Employees presently employed and covered by the agreement shall receive twelve (12) sick days per year except that employees hired after August 1, 2000 shall receive eight (8) sick days per year.

Section 2: Full-time employees on the payroll as of January

1 of any calendar year shall be credited in advance with sick leave entitlement in accordance with section 1 of this article.

Section 3: All unused sick leave may be accumulated from year to year.

Section 4: A Full-time employee upon retiring or termination in good standing shall be paid in full for the first sixty (60) days of accumulated, unused sick leave days. All remaining unused and accumulated sick days are forfeited. Absent catastrophic illness, employees must notify the Township of their intention to retire six months prior to that retirement day. Payment of unused sick days shall be made in two installments, one half of the amount upon retirement and half on February 1st of the next calendar year after retirement. In the event an employee's death, payment shall be made to the employee's estate.

Section 5: A sick leave absence in excess of two (2) consecutive days shall require medical verification if requested by the Township.

ARTICLE XVII - PERSONAL AND BEREAVEMENT LEAVE

Section 1: Full-time employees shall be allowed a maximum of three (3) days personal leave per year with pay. Personal leave shall not be cumulative from year to year. No personal leave shall be taken for less than a half day.

Section 2: All full-time employees shall receive five (5) days paid bereavement leave in the event of the death of their spouse, child, parents, brother or sister. All employees shall receive three (3) days paid leave in the event of the death of their grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, niece, nephew, uncle or aunt. Such leave described in this section shall be separate and distinct from any other leave time.

ARTICLE XVIII - MEAL ALLOWANCE

Section 1: Any employee required to work beyond the regularly scheduled daily shift ending at 3:30 p.m. or on an emergency call out, or on special duty shall receive the sum of \$12.00 as a meal allowance for each six (6) hour period worked.

ARTICLE XIX - PERSONAL VEHICLE

Section 1: No employee shall be permitted or required to use a personal vehicle for the business of the employer. No employee shall be permitted to use a Township vehicle for personal use.

ARTICLE XX - LEAVE OF ABSENCE

Section 1: To be eligible for a leave of absence, the employee shall be employed by the Township at least one (1)

consecutive year prior to the requested leave. The Township may grant the privilege of a leave of absence without pay to an employee for a period not to exceed six (6) months.

Employees granted a leave of absence for medical purposes (with physician's certificate) need not use all earned vacation leave time prior to the leave of absence unless they so choose. Employees granted a leave of absence for reasons other than medical shall use all earned vacation time prior to requesting the leave of absence.

Section 2: An employee on any type of leave of absence, except medical, shall be responsible for reimbursing the Township for medical insurance premiums. Failure to reimburse the Township for those premiums timely shall result in cancellation of the employee's coverage.

The Township shall pay the medical insurance premiums for an employee on medical leave of absence for a maximum of the first three (3) months provided the employee provides the Township with a medical certificate verifying that she/he cannot work. Thereafter, the employee shall be responsible for reimbursing the Township for those premiums timely and failure to reimburse the Township timely shall result in cancellation of the employee's coverage.

Section 3: Employees on any type of leave of absence shall

not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

ARTICLE XXI - WORKERS' COMPENSATION LEAVE

Section 1: For up to three (3) months that the employee is receiving Workers' Compensation Insurance, the Township shall assume #1. The Township share and the employee's share of pension costs (but not contributory insurance) and, #2. The costs for all medical benefits, excepting however, if the employee fails to reimburse the Township for contributory insurance.

Section 2: The time that the employee shall be paid Workers' Compensation Insurance payments shall not be charged against his/her sick leave, vacation leave, or personal leave.

ARTICLE XXII - SEASONAL AND PART TIME EMPLOYEES

Section 1: In the event the employer determines to hire seasonal employees, it shall provide the Union forty-five (45) days notice of such intention and shall commence negotiations with the Union concerning the rate of pay and other benefits of such employees.

Section 2: Casual part time employees shall be paid the prevailing contracted hourly wage rate but shall not be eligible for other economic and health benefits included in this agreement.

Section 3: The employer reserves the right to hire seasonal or part time employees. The maximum period for the hiring of any individual, seasonal and part-time employees, is not to exceed ninety (90), continuous calendar days; however, if prior to or following the expiration of the aforesaid ninety (90) day period, there is a layoff of the individual, part-time or seasonal employee for a period of not less than thirty (30) days, the Township may re-hire that employee for an additional ninety (90) day period, such that the total hiring period for the employee, in any one year, given the thirty (30) day break or layoff, shall not exceed one hundred eighty (180) calendar work days.

Section 4: No part time employee or seasonal employee may be hired should any full time employee be in a lay off status without first offering such work to the laid off employees, provided that employee is qualified to do the work.

ARTICLE XXIII- GRIEVANCES

Section 1: A "grievance" shall mean a complaint by an employee, a group of employees or the Union who shall be known individually or collectively as the "grievant".

Section 2: A grievance may be filed within fifteen (15) working days of the event giving rise to the grievance or

within fifteen (15) working days of the date on which the grievant was reasonably aware of the event.

Section 3: A grievant shall have the right to be represented by a Union Representative at all steps of the grievance procedure.

Section 4: A grievance shall be reduced to writing on a form agreed to by the Union and the Township. An earnest effort will be made to settle the matter informally between the grievant and the immediate supervisor. If an impasse occurs, the written grievance shall be presented to the Township Committee. Presentation to the Township Committee shall be accomplished on the date on which the grievance is received by the Township by certified mail, return receipt requested or date stamped as received by hand by the Township Clerk.

Section 5: The Township Committee shall render a decision in writing to the grievant within fifteen (15) days of having been presented with the grievance or within three (3) working days following the next regularly scheduled Township Committee Meeting which ever is later.

Section 6: If dissatisfied with the Township Committee's decision concerning a grievance and if the grievance alleges that there has been a violation, misinterpretation or inequitable application of any of the provisions of this

agreement, the Union may move the grievance to arbitration within thirty (30) calendar days of receiving the Township Committee's decision or within thirty (30) calendar days of the date the decision was due.

If the grievance concerns any other matter besides a violation, misinterpretation or inequitable application of any of the provisions of this agreement, the decision of the Township Committee shall be the final administrative decision.

Section 7: If the Union wishes to move a grievance to arbitration, it shall notify the Public Employment Relations Commission (PERC) and the other party that it is requesting arbitration. The Union shall request PERC to submit a list of arbitrators to the Township and the Union. The arbitrator shall be chosen in accordance with procedures set forth by PERC.

Section 8: The arbitrator shall hear the grievance and render findings and an award in writing which shall be final and binding on the parties. The cost of the arbitrator's fee shall be borne equally by the parties.

Section 9: The time limits provided for in this procedure may be extended if mutually agreed to by the Township and the Union, in writing.

Section 10: If the grievance is made by the Union, it may

by-pass the supervisory step of this procedure and be made directly to the Township Committee.

ARTICLE XXIV - SENIORITY

Section 1: Seniority is defined as an employee's continuous length of service with the Township beginning with his/her latest date of hire as a full-time regular employee.

Section 2: In the event an opening exists in one of the job classifications covered by this agreement, qualified employees may bid the open job, and seniority shall prevail in the selection of an employee for the job providing the employee is qualified to perform the work.

ARTICLE XXV - WAGES AND JOB CLASSIFICATION

Section 1: Base hourly wages of employees covered by this agreement shall be increased four percent (4%) effective and retroactive January 1, 2006. Base hourly wages of employees covered by the agreement shall be increased four percent (4%) effective January 1, 2007. Base hourly wages of employees covered by this agreement shall be increased four percent (4%) effective January 1, 2008.

Section 2: The base hourly wage rate for each job title covered by this agreement shall be as shown in Appendix A.

Section 3: An employee who is instructed to work in a higher paid job classification sixteen (16) or more hours

in a work week shall be compensated at the higher rate for all work performed that week only. An employee who is instructed to work in a higher paid job classification shall be compensated at the higher rate for all work performed on an hour-by-hour basis in that classification.

ARTICLE XXVI - PERSONNEL FILES

Section 1: Employees shall have the right, upon two (2) days advance notice, to review the contents of his/her personnel file during normal office hours, and upon request, may have a Union

Representative present. An employee is entitled to a copy of any document in the file except pre-employment documents. The employee shall have the right to submit a written response to material and his/her response shall be included in the file.

Section 2: The Township agrees to protect the confidentiality of the information contained in each personnel file to the extent not inconsistent with law. The Union agrees that certain job-related information is public knowledge and may be released to the public upon request or as required by law.

ARTICLE XXVII - CLOTHING ALLOWANCE

Section 1: Full-time employees, when hired, shall receive 7 sets of work clothing (consisting of 7 long sleeve shirts,

7 short sleeve shirts, 7 trousers, 7 T-shirts), 2 winter jackets, and 2 pair of work gloves. An equivalent issue of work clothing shall be provided every second year of employment. The Township shall provide weekly cleaning and maintenance of work clothing.

Section 2: Each full time employee shall receive on July 1 of each year, \$150 as an allowance for the purchase of work shoes. Employees on the job are required to wear their work shoes.

ARTICLE XXVIII - LONGEVITY

Section 1: Permanent full-time employees shall be paid for longevity compensation, while employed with Frankford Township, in December of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Total Amount To Be Paid</u> <u>For Longevity Every Year</u>
Five(5)through Nine(9)yrs.	1%
Ten(10)through Fourteen(14)yrs.	2%
Fifteen(15)through Nineteen(19)yrs.	3%
Twenty(20)through Twenty-four(24)yrs.	4%
Twenty-five(25) or more yrs.	5%

Section 2: Part-time employees who's employment with the township exceeds (90) calendar days in a year shall receive longevity compensation based pro-rata on their regular

hours of work per week. Any employee granted leave of absence without pay, shall receive pro-rata longevity compensation based upon the actual number of months worked. Any employee who retires during a calendar year shall receive pro-rata longevity compensation based upon the actual number of months worked.

ARTICLE XXIX - RETIREMENT

Section 1 - If an employee reaches the age of 60 years before or on the date that the employee retires from employment with the Township, and that employee has twenty-five (25) years in the pension system and 15 years or more of service with the Township as of his or her retirement date, the Township will provided to that employee, individually, medical insurance from the date that the employee retires to the date that the employee is eligible to receive Medicare from the government.

ARTICLE XXX - CHRISTMAS CLUB

Section 1. There will be a voluntary Christmas Club available to all employees. Deductions will be taken from checks beginning October 15th for a period of 11 months with two deductions per month. Total amount of club will be divided into twenty two equal payments.

ARTICLE XXXI - EYE GLASS REIMBURSEMENT

Section 1. The Township will reimbursement each employee One Hundred Dollars (\$100.00) annually toward the purchase of eyeglasses for employee and/or a member of his/her immediate family, upon receipt of purchase.

ARTICLE XXXII - DURATION OF THE AGREEMENT

The terms of this Agreement shall be in full force and effect through December 31, 2008. The benefits in this Agreement shall remain in full force and effect after termination of this Agreement and until superseded by a successor Agreement.

**FOR THE TOWNSHIP
OF FRANKFORD**

**FOR THE COMMUNICATIONS
WORKERS OF AMERICA - AFL-CIO**

William Hahn
Mayor

Michael DeSiena,
Executive Vice President

Attest:

John Demarest

Louanne Cular
Municipal Clerk

William Hahn, Mayor

Signed this 27th day of December 2005 by the duly authorized representatives of the parties hereto.

APPENDIX A

WAGE RATES

Job Classification	Effective 1/1/2006	Effective 1/1/2007	Effective 1/1/2008
Road Foreman	\$20.23	\$21.04	\$21.88
Mechanic	\$18.96	\$19.72	\$20.51
Equipment Operator (Loaders, Dozer, Grader)	\$18.81	\$19.56	\$20.34
Truck Driver	\$17.93	\$18.65	\$19.40
Laborer	\$10.69	\$11.12	\$11.56