

SUMMARY OF CHANGES TO C MARTIN COLLECTIVE BARGAINING AGREEMENT

- 1. A Three year (3) agreement. 9 January 2011 thru 8 January 2013**
- 2. Article Two, paragraph 1.01, Maintenance Scheduler and PM Foreman were added and order clerk expediter, small engine and dispatcher were removed.**
- 3. Article Fourteen, paragraph 2.00, Small Engine, Carpenter, Mechanic Auto/Gen, Operations Coordinator, Supply Technician were removed.**
- 4. Article Fifteen, paragraph 1.00, 40 more hours of severance pay was added (from the start of year eleven and thereafter 160 hours).**
- 5. Article Twenty, Shift Differential was raised to \$1.00 for evening shift and \$1.25 for Night shift.**
- 6. Article Twenty Three A sentence added at end that reads, No employee will be compensated more than once for each four (4) hour period.**
- 7. Article Twenty four, paragraph 3.00 the lead pay was increased to \$1.50 an hour.**
- 8. Article Twenty five, paragraph 4.00, changes to read, Employees covered by this agreement are only eligible for holiday pay by working the day prior to or the day after the holiday or utilizing approved, scheduled time off.**

- 9. Article Twenty seven, paragraph 4.02 is changed to read The Company will continue insurance coverage for qualified employees during periods of FMLA leave. After all vacation and sick leave has been exhausted the Company will pay a fringe rate up to \$617.07 per month for a maximum of three (3) months. The employee is responsible for payment of the employee normal out of pocket costs. When on unpaid leave this premium must be paid monthly. Arrangements must be made with the Company for normal out of pocket costs.**
- 10. Article Twenty seven, paragraph 8.00, new paragraph (A) added which reads. Prior to funeral pay employee may be required to provide a copy of certified death certificate and proof that they attended the funeral services.**
- 11. Article Twenty eight, paragraph 1.00, Sick /Personal Leave, added : 46 Hours in Year 3 and all years thereafter.**
- 12. Article Twenty nine, Paragraph 3.00, Height Category I Premium was changed from \$0.75 to \$1.00 per hour, Height Category II Premium was changed from \$1.00 to \$1.25 per hour.**
- 13. Article Twenty nine, Paragraph 5.01, sentence added to bottom of paragraph. The Company will provide all OSHA mandated personal protective equipment.**
- 14. Article Thirty one, Grievance Procedure, new Paragraph 9.00 added, If the grievance is not settled at Step 3, the parties agree to notify the Federal Mediation and Conciliation Services (FMCS) within five (5) working days in an effort to resolve the grievance through mediation, to minimize the need and expense of arbitration.**
- 15. Appendix A, health Insurance changed to read the following: The fringe rate effective 9 July 2010 will be \$3.75 per hour paid, up to forty (40)**

hours per week, the first year of the agreement, \$4.00 per hour paid up to forty (40) hours per week, the second year of the agreement, and \$4.25, up to forty (40) hours per week, per hour paid the third year of the agreement for the cost of health insurance.

Exception: Employees receiving veteran health care benefits can opt out of Company provided medical benefits.

16. Appendix B, Rates of Pay, paragraph 1.00 Pay Rate Schedule is changed to read, Effective 9 July 2010 all pay rates will be increased by 3.5%. On 9 July 2011 all pay rates will increase by 3.5%. On 9 July 2012 all pay rates will increase by 3.5%.

In addition to the percentage pay increase, Grounds Maintenance Laborer, Janitor and Janitor Foreman will receive a one time wage adjustment of \$0.50 per hour effective 9 July 2010.