

2/28/74

AGREEMENT

between

THE VILLAGE OF DUNDEE

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL

547, 547 A, 547 B, and 547 C, AFL-CIO

hereinafter referred to as the "Union"

Dundee

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, UNION SECURITY, CHECK OFF

Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The term "employee" as used herein shall include all Water Plant Operators, Light Equipment Operators and Laborers employees of the Employer.

Section 2. Union Security

(a) It shall be a condition of employment that all present members of the Union who are now employed by the Employer and who are covered by this Agreement and who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing.

(b) The Employer agrees that as a condition of continued employment all present employees who are not members of the Union and all future employees within the bargaining unit shall either become and remain members in good standing in the Union or shall pay to the Union an amount of money equal to that paid by the employees who are members of the Union, limited however, solely to the Union's regular dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues.

International Union of Operating Engineers -
13020 Portlan Avenue
Detroit, MI 48227

(c) Present employees not members of the Union on the effective date of this Agreement shall, on or before the Thirty-first (31st) day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall either become a member in good standing in the Union, or tender fees as is set forth in Section B above. New employees hired after the effective date of this Agreement shall, on the Ninety-first (91st) day of employment, become a member of the Union or tender an amount equal to the dues as set forth in Section B above.

(d) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(e) Either party shall have the right to re-open negotiations of this Agreement pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) days written notice.

(f) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.

Section 3. Check Off

(a) The Employer shall deduct the Union dues from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the Fifteenth (15th) day of each month, following the month which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues as and when deducted shall be kept separate from the Employer's general funds, and shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

VISITATION

The Union Business Representative shall have access to the Employer's plant for the purpose of investigating and adjusting any complaints therein by arranging with management to go through the plant during regular working hours, but on none of such visits shall

such Union Business Representative interfere with production or the maintenance of discipline in the plant. Scheduling of such visits shall be by mutual agreement between the parties.

ARTICLE V

STEWARDS

(a) The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangement will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings by first receiving approval from the Department Chairman or the Mayor.

(c) During his term of office the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE VI

SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work, and which are not recognized as a part of the employee's normal job.

(b) The Employee will notify his immediate Supervisor in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The immediate Supervisor upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the immediate Supervisor's investigation the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency.

ARTICLE VIII

CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the Employer. The right to contract or subcontract shall not be used for the purposes of undermining the Union nor to discriminate against any of its members nor shall the use of contracting result in the reduction of the present work force as is not in effect, nor in the event of the

extension of service shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE IX

SENIORITY

(a) A newly hired employee shall be on a probationary status for Ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the Ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee, provided the senior employee is qualified to hold the position held by the least seniority employee.

(d) An employee will lose his seniority for the following reasons:

1. He resigns
2. He is discharged for cause
3. He is absent for three (3) consecutive working days without notifying the Employer and/or with good and sufficient reason.

(e) An agreed to seniority list shall be furnished to each employee covered by this Agreement during the month of January of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE X

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(c) Temporary transfers shall be for a period of no longer than Thirty (30) days, except in the event that both parties mutually agree to an extension of the Thirty (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the Thirty (30) days time period, the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XI

NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union. During this period of Thirty (30) calendar days, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate of pay, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification and rate of pay shall be added to and become a part of Schedule A of the Agreement.

ARTICLE XII

DISCIPLINE-DISCHARGE

(a) When the Employer feels disciplinary action may be warranted, the employee shall be given written notice of such incident within ten (10) days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the incident. The Employer shall take any disciplinary action by no later than the first regular Village Council meeting following the date the employee first received the written notice.

(b) Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or written disciplinary action. The Union shall be furnished a copy of all such notices.

(c) Employees shall be subject to immediate dismissal for any of the following reasons: drunkenness, dishonesty, insubordination or willful violation of agreed upon Employer's rules.

ARTICLE XIII

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period up to one (1) year which may be extended upon mutual agreement between the parties, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence shall be granted for a reasonable period of time up to one (1) year which may be extended upon mutual agreement between the parties for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month furnish the Employer with a certificate from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. With her physician's approval she may be allowed to work until three (3) months before the expected date of delivery. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to return to work at that time.

(e) The reinstatement rights of any employee who enters military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit who is elected or appointed to full time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition:

A grievance shall be defined as an alleged violation of the express terms of this Agreement.

Step One

(a) An employee having a grievance shall present it orally to his Supervisor.

(b) If the grievance is not settled orally, the steward shall reduce the grievance to writing stating the contract violation and the remedy desired.

(c) The aggrieved employee shall sign the grievance and it shall be submitted to the Employer within five (5) working days from the date of the oral presentation.

Step Two

(a) The Union Business Representative shall notify the Employer Representative in writing of his desire to discuss the grievance within five (5) working days of its written submission and the parties shall arrange such meeting at a mutually convenient time.

(b) The Employer shall give its decision in writing within fifteen (15) working days of said meeting, or no later than five (5) working days after the next regularly scheduled Village Council meeting.

Step Three

(a) If the appealing party so desires they must request the services of State Mediation by no later than ten (10) working days from the date of Step Two, B above.

(b) The request shall be in writing to all parties and such request shall state the reason or reasons why the decision of the Employer Representative was not satisfactory.

Step Four

(a) If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) days from the date of the final State Mediation Meeting, the grievance must be submitted to Arbitration.

(b) The appealing party shall request the American Arbitration Association to designate one (1) Arbitrator who shall thereupon be accepted by both parties as the Arbitrator.

(c) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the Arbitrator shall be borne equally by the parties.

(g) The Arbitrator shall render his decision in writing not later than Thirty (30) days from the conclusion of the Arbitration Hearing.

(h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 A.M. Monday and ending 168 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours.

Section 2. Overtime Rates will be paid as follows:

(a) Time and one-half (1½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned, except in the instance where the employee would volunteer to perform work on the job, which in that case the employee would not be entitled to any overtime compensation.

(b) Double time will be paid for all hours worked on Sunday when such hours are overtime. Hours worked on Sunday shall be considered overtime when more than five (5) days are worked in a work week.

Section 3. Call Back

(a) Whenever an employee is required to return to work after the completion of his

regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1½) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate whichever is greater.

Section 4. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within classification.

Section 5. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period the second four (4) hours worked per day.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank with a maximum limit of seventy-eight (78) days accumulation.

(b) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for emergency medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others.

(c) All employees covered by this Agreement shall be furnished with records of sick leave accumulated and taken during the month of January of each year.

Section 2. Funeral Leave

All employees covered by this Agreement shall be granted three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: Husband, Wife, Children, Parents, Brother, Sister, Grandparents, Grandchildren, Mother-in-Law or Father-in-Law. Special cases may be called to the Village Council's attention. Additional time off may be granted by the Village Council, Mayor or authorized agent of the Village Council for necessary time to travel to distant states for funeral services and such time shall be deducted from the employee's individual sick leave bank.

Section 3. Personal Business Days

All employees covered by this Agreement will be entitled to a total of two (2) days per year, for personal emergency and/or business leave. The employee will first receive permission of his Supervisor in order to arrange for proper scheduling. If the employee does not use any or all of his unused personal business days, the unused personal business days shall be accumulated into the employees individual sick leave bank.

Effective March 1, 1974

All employees covered by this Agreement will be entitled to a total of three (3) days per year, for personal emergency and/or business leave. The employee will first receive permission of his Supervisor in order to arrange for proper scheduling. If the employee does not use any of all of his unused personal business days, the unused personal days shall be accumulated into the employees individual sick leave bank.

ARTICLE XVII

HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July Fourth	Christmas Day
Labor Day	Good Friday

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1½) for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation or sick leave on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or he shall receive eight (8) hours pay for the holiday.

(d) Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XVIII

HOSPITALIZATION

The Employer shall pay the full cost of the Blue Cross - Blue Shield (SW-1 Semi-private), including (D-45 and N Rider) Hospitalization Insurance coverage for the employee and his dependents.

ARTICLE XIX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week vacation with pay; after two (2) years of service two (2) weeks vacation with pay; after five (5) years of service three (3) weeks vacation with pay; after ten (10) years of service four (4) weeks vacation with pay.

(b) Vacation pay shall be computed and paid on the basis of forty (40) hours at the employee's straight time hourly rate of pay for each week of vacation or portion thereof to which the employee is entitled.

(c) Employees on sick leave or an approved leave of absence or termination of employment shall receive pro-rata vacation pay based upon 1/12 of the vacation allowance for each month of employment or major fraction thereof between his anniversary date and his termination date.

ARTICLE XX

LIFE INSURANCE

The Employer shall pay the total premium cost of a \$10,000.00 term life insurance policy with the Lafayette Insurance Company for all of the employees covered by this Agreement.

ARTICLE XXI

PENSION PLAN

The Employer shall provide a pension plan for all of the employees covered by this Agreement through the Michigan Muncipale Employee's Association.

ARTICLE XXII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service less any compensation received for such jury service, up to a period of sixty (60) days, provided the Employer is unable to obtain a waiver.

ARTICLE XXIII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employee covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXIV

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance

with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 4.

Rights not relinquished by this Agreement are retained by the Employer.

ARTICLE XXVI

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until February 28, 1976.

(b) If either party desires to terminate this Agreement it shall Ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on Ninety (90) days written notice prior to the current year of termination.

(c) If either party desires to modify this Agreement it shall Ninety (90) days prior to the termination date give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227 and if addressed to the Employer addressed to The Village of Dundee, 145 Riley Street, Dundee, Michigan 48131.

(e) The effective date of this Agreement is March 1, 1973.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

VILLAGE OF DUNDEE

Vanessa Messingill
David C. Kay
Howard E. Williams

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547, 547 A, 547 B,
and 547 C, AFL-CIO

Robert B. Ross
Business Manager
Richard Gammal
President
J. J. Ford
Recording-Corresponding Secretary

SCHEDULE A
SALARY SCHEDULE

Effective March 1, 1973

<u>Classification</u>	<u>3-1-73</u>	<u>3-1-74</u>	<u>3-1-75</u>
Water Plant Operator	\$3.95	\$4.17	\$4.40
Light Equipment Operator	3.71	3.91	4.13
Laborer	3.54	3.73	3.94

A newly hired employee shall be paid thirty cents (30¢) less per hour than the specified base rate of pay during his first Ninety (90) calendar days of employment.

Water Plant Certification

The Employer shall on an annual basis pay additional compensation to the Water Department Employees for the highest certificate held according to the following schedule:

D-I-----	\$ 100.00	(Above Base Rate)
F-III-----	300.00	(Above Base Rate)
F-II-----	600.00	(Above Base Rate)