

6/30/94

AGREEMENT

BETWEEN THE

VILLAGE OF PORT AUSTIN

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 79, AFL-CIO**

Port Austin, Village of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

JULY 1, 1991 - JUNE 30, 1994

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AGREEMENT

THIS AGREEMENT made and entered into as of the 20th day of January, 1992, by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79, AFL-CIO, hereinafter designated as the "Union" and PORT AUSTIN VILLAGE, hereinafter designated as the "Village".

That, in consideration of the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

Whereas, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve the best interests of all concerned.

NOW, therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

Section I: The Employer recognizes the Union as the exclusive representative of all Department of Public Works employees who are employed in the classification listed in Schedule "A" for the purpose of collective bargaining with respect ^{to} ~~and~~ ^{to} pay, wages, hours of employment or other conditions of employment in the aforesaid bargaining unit. Supervisory, Executive and Official Clerical employees are excluded from said unit. Temporary and Project employees are likewise excluded. 4/20/92
H.S.
B.J.

Section II: Nothing contained herein shall abridge the right of the individual employee to process his own grievance provided the same is adjusted in a manner consistent with the terms hereof and his representative is given opportunity to be present at such adjustment.

ARTICLE II

UNION SECURITY & DEDUCTION OF UNION DUES

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of the employment. These provisions do not apply to temporary and/or project employees.

During the term of the Agreement, the Village will honor written assignments of wages to the Union for the payment of Union dues and initiation fees. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Village will continue to honor those written assignments already in its possession.

The Union shall notify the Village in writing of the amount of such dues and fees. The Village will cause such dues and fees to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.

All employees presently employed by the Village shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Village. All new employees hired during the term of this Agreement shall make the above payments to the Union after ninety (90) days of employment with the Village.

The Union shall indemnify the Village against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Village for the purposes of complying with the provisions of Article II of this Agreement.

ARTICLE III

REPRESENTATION

All employees covered by this Agreement shall be represented, for purposes of negotiations, by a chairman and secretary selected by the Union. For the purposes of a grievance, however, the employee shall be assisted only by a chairman or his/her alternate bargaining unit member if chairman is absent.

ARTICLE IV

COMMITTEEMEN AND STEWARDS

Section 1: The names of the Chairperson and Secretary shall be given in writing to the Village by the Union, and they shall not function as such prior to such notice to the Village. Any changes shall be reported to the Village in writing as far in advance as possible. Alternates shall not function under this Section except in the absence of the official for whom they are substituting.

Section 2: If the Chairperson has an individual grievance in connection with his/her own work, he/she may ask for the Secretary to assist him/her in adjusting the grievance.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of the Agreement.

Section 2: An employee who feels that he/she has a grievance shall first take the matter up verbally with the supervisor within six (6) working days following the act or condition which he/she feels is the basis for the grievance. In the absence of the supervisor, a representative will be designated.

Section 3: Grievances which are not settled verbally shall be reduced to writing on appropriate forms, signed by the employee and presented to the supervisor. This must take place no later than twelve (12) working days after the act or condition which gave rise to the grievance. In the absence of the supervisor, a representative will be designated.

Section 4: The supervisor should answer the grievance within six (6) days after receiving said written grievance. If the supervisor does not provide a written answer within the six (6) working days, the lack of an answer shall act as a denial, and the grievance may be presented to the next step of the procedure.

Section 5:

- a) If the Supervisor's answer does not settle the grievance, or if no answer is given, the grievance may be appeals to Mediation with ten (10) days. The Village shall be notified of any appeal to Mediation. The Mediator shall meet with the parties and provide a written recommendation for the resolution of the grievance. Mediation shall take place on non-paid time.
- b) If the grievance is not settled in Mediation, it may be appealed to the Village Council within ten (10) days of the recommendation given in Mediation. The grievance will become an agenda item to be heard no later than the second regular meeting of the Council after receipt of the grievance. The grievance may be heard sooner by the Council or by its representative(s). The answer by the Council or its representative(s) shall be final and binding on the parties.

Section 6: The time limits set forth in this Section may be mutually extended by written agreement between the Chairperson of the Union, or the Union's representative and the Council or the Council's representative(s). Any grievance not pursued within the time limits, and without having an extension, shall be deemed to have been settles based on the Employer's last answer.

Section 7: Any grievance reduced to writing must cite the section or sections of the Agreement which have allegedly been violated, what occurred briefly, the date of occurrence and the remedy requested.

Section 8: Prior to the beginning of the third year of this contract, the parties will review the grievance procedure, including the final step, for possible changes, modifications, additions and/or deletions.

ARTICLE VI

SENIORITY

Section 1: For the purpose of this Agreement, employees are defined as follows:

- a) Regular hourly-rated, full-time employees are those who have acquired seniority, as hereinafter provided, upon completing their probationary period.
- b) Probationary employees are those hired at an hourly rate for regular full-time positions with the Village.
- c) Temporary employees are those hired at an hourly rate for seasonal or temporary work with the understanding that they are ineligible for regular status unless they are later reclassified as a probationary employee, at which time employment in a temporary status shall be credited toward the probationary period if there is no break in employment.

- d) Project employees are those employees hired for projects the Village may from time to time become involved in by virtue of receiving various types of grants. Project employees are not eligible for regular status unless they are reclassified as probationary employees at a later date, at which time employment in a project status shall be credited toward the probationary period if there is no break in the employment of more than one (1) week.
- e) Probationary, temporary and project employees are not eligible for any benefits or protection, unless otherwise specified, as set forth in this Agreement as long as they are classified as such.

Section 2: Any employee hired as a probationary employee, or any temporary or project employee reclassified as probationary employee shall be entitled to all of the benefits of this Agreement after having served or been given credit for the probationary period of ninety (90) working days. There shall be no vacation granted to any employee who has not completed at least one (1) year of continuous employment. During the probationary period, the employee shall accumulate sick days but will not be able to use them until after the probationary period is completed.

Section 3: When an employee acquires seniority, his/her name shall be placed on the seniority list. An up-to-date seniority list shall be made available to all employees and the Union for their inspection by posting where practical or by a satisfactory equivalent method. Seniority will be in accordance with a list to be agreed upon.

Section 4: Layoffs and recalls will be based upon seniority within the individual employee's classification, including any licenses, where required, provided the senior employee has the ability to do the work required. The senior employee may displace any other employee with less seniority provided he has the ability to do the work required, but may make only one (1) bump unless subsequently again laid off. The Employer will not, except in isolated instances or emergencies, use an employee in a classification in which he is not classified if another employee with seniority is laid off therefrom. Employees will be returned to their own classification before any other laid off employees with less seniority in the classification from which the senior employee was laid off are recalled. Employees who exercise their seniority under this Section will be paid at the rate of the job they are assigned; however, if they have previously held that classification, they shall be paid at the highest level attained by the employee while in that classification previously.

Section 5: At the present manpower level, the Village shall be entitled to have not more than one (1) working supervisor. Such working supervisor may perform any and all bargaining unit work, and nothing contained in this Agreement shall in any way impede the right of the supervisor. Said supervisor shall be given seniority credit under this contract for all time worked as a supervisor, but shall not be eligible for the other benefits contained in the Agreement.

Section 6: Seniority will be lost and the employee terminated if:

- a) He voluntarily resigns or is discharged for cause.
- b) He fails to report for work, after layoff, within five (5) working days from the date he is recalled. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

- c) He is absent from work for three (3) or more consecutive work days without notifying the Village and/or has good cause for being absent that is acceptable to the Village.
- d) He does not report back to work by the expiration date of his leave absence or approved extension thereof.
- e) He accepts other employment while on leave of absence (not including layoff), except as provided elsewhere.
- f) Seniority may be lost and the employee terminated if he is off the active payroll for a period exceeding one (1) year or a period equal to his seniority, whichever comes first.
- g) He retires or is retired by the Village after attaining at least the age of sixty (60).

Section 7: The right to re-employment and continuing seniority rights of any employee now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, shall accrue seniority as required by law.

Section 8: In the event the Village determine that a layoff of thirty (30) days or more is necessary, the Union will be so notified at least four (4) weeks in advance of such layoff when possible.

Section 9: For regular reserve duty not to exceed ten (10) working days in any year, employees shall receive the make-up pay difference between their regular reserve duty pay and their normal forty (40) hour pay.

ARTICLE VII

VACANCIES, PROMOTIONS AND TRANSFERS

Section 1: When temporary openings occur in jobs other than those in the Water Department, the Village may assign employees to fill these vacancies with the idea in mind of providing experience to existing employees so that when permanent openings occur, current seniority employees will have some experience in other classifications. During these periods of temporary assignment, there shall be no change in the rate of employees so assigned, unless the temporary assignment exceeds thirty (30) consecutive calendar days. At that time, the employee will receive the minimum rate of pay established for that classification, commencing with the thirty-first (31st) day.

Section 2: Vacancies and job openings will be posted at least five (5) consecutive working days before being permanently filled. During this period, employees who desire same shall so notify their supervisor in writing. After the posting period, Management will, if bids are received from qualified present employees, fill the position within thirty (30) calendar days. If there are no qualified bidders, the reasons in writing for denying their bids.

Section 3: Temporary absence of employees due to sickness or vacations or personal leaves, not exceeding six (6) months, will not be considered as creating a vacancy, and the Village may designate a substitute during such absence.

Section 4: Upon promotion to a higher rated classification, the employee will be on probation for the first sixty (60) days of work and may be removed from said classification at any time during such period if the Village finds he/she is not qualified. In such case(s), he/she will be returned to his/her former classification, without prejudice, at the rate he/she was previously paid.

ARTICLE VIII

ABSENCES

Section 1: Sick leave credit may be earned on the basis of one (1) day per month during which the employee works seventeen (17) or more of the scheduled work days.

- a) The Village may require the employee to submit to a physical exam at any time while on sick leave.
- b) It is the employee's obligation to make application for paid sick days and this must be done within three (3) days of returning to work.
- c) Sick time will count as time worked if excused or approved. Any employee who is absent for two (2) or more consecutive days, may be required to present a doctor's slip covering the absence. On a calendar year basis, an employee who has missed six (6) days, may be required to present a doctor's slip after missing one (1) day.
- d) Sick days may accumulate to a total of sixty (60). Sick days in excess of sixty (60) shall be paid off in the last pay period of each year, at a rate of Twenty (\$20.00) Dollars per day.
- e) Employees who miss work due to sickness must notify the Village prior to the beginning of the scheduled shift in order to be eligible for sick pay.

Section 2: The Village may grant an unpaid leave of absence for reasonable cause, upon written application of the employee.

Section 3: Emergency. Employees will be granted up to two (2) sick days off with pay for family emergencies only.

Section 4: The Village will pay employees Twenty (\$20.00) Dollars per day for unused sick days upon termination.

Section 5: All twelve-month employees will receive two (2) personal business days per year. All other regularly scheduled employees not working a twelve (12) month schedule and not eligible for vacation leave will receive two (2) personal days.

Section 6: Personal business means an activity that requires the employee's presence during his/her regular working hours and is of such a nature that it cannot be attended to at a time when the employee is not scheduled to work. These days are non-accumulative. Except for unforeseen circumstances beyond the control of the employee, a minimum of twenty-four (24) hours notice shall be given in advance for a personal business day.

Section 7: Business days may be taken in no less than on-half (1/2) day increments and not more than one person shall be absent under this provision on any given day except by prior approval.

Section 8: In the event of a death of a member of the employee's immediate family, he/she will be entitled to up to three (3) days off with pay not deducted from sick leave. The immediate family shall be defined as: Spouse, Child, Mother, Father, Brother, Sister, Mother-in-law, or Father-in-law of the employee.

ARTICLE IX

WORK DAY AND WEEK

Section 1: The work day for any employee covered hereby begins at midnight and runs for twenty-four (24) hours thereafter. The starting time of all shifts will be at such time as the Village shall designate. Changes in the permanent starting time will be posted no less than six (6) calendar days in advance of the change.

Section 2: Shift schedules, whether continuous or otherwise, may be made and changed, but split shifts will be established only in emergencies.

Section 3: Supervision will make every reasonable effort to notify employees as far as possible before the end of the shift when they are to work overtime.

ARTICLE X

JURY DUTY

An employee who serves on jury duty shall receive the make-up difference between his regular pay and jury duty pay up to a maximum of thirty (30) days in any one year. The employee must notify the Village within three (3) days of his/her selection and call for jury duty.

ARTICLE XI

OVERTIME

Overtime shall be on the basis of working more than forty (40) hours in a week. Hours actually worked over forty (40) in a week shall be paid at the rate of time and one-half, and all hours worked on Sunday shall be paid at the rate of time and one-half (1-1/2).

ARTICLE XII

VACATIONS

Section 1: Employees shall receive vacation on the basis of:

After one (1) year	5 paid days off
After five (5) years	10 paid days off
After ten (10) years	15 paid days off
After fifteen (15) years	20 paid days off
After twenty (20) years	25 paid days off

Section 2: Vacation time must be applied for at least thirty (30) days in advance of the time requested and the time is subject to the approval of the Village. On an emergency basis, less notice is acceptable.

Section 3: Paid holidays falling during an employee's paid vacation will not be charged against the vacation.

Section 4: Vacation days will be considered as days at work.

Section 5: In order to receive the full vacation allowance, an employee must work seventeen hundred (1700) or more hours; an employee who works over fourteen hundred (1400) hours, but less than seventeen hundred (1700) hours will receive seventy-five (.75%) percent of the vacation allowance; an employee who works over eleven hundred (1100) hours, but less than fourteen hundred (1400) hours will receive fifty (.50%) percent of the vacation allowance; an employee working less than eleven hundred (1100) hours in a year shall not receive any vacation allowance.

ARTICLE XIII

HOLIDAYS

Section 1: Seniority employees shall be eligible to receive the following paid holidays: New Year's Eve; New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Eve; Christmas Day. They shall also receive one-half(1/2) day on Good Friday.

Section 2: Holiday pay shall not be counted as time worked.

Section 3: In order to receive holiday pay, the employee must work the last scheduled day prior to the holiday and the first scheduled day following the holiday.

Section 4: Any employee actually working on a holiday shall receive holiday pay plus time and one-half (1-1/2) for actual hours worked.

ARTICLE XIV

INSURANCE

Section 1:

- a) The Village will maintain the benefits currently in effect for employees. These benefits shall include, but will not be limited to, a Three (\$3.00) Dollar co-pay drug prescription plan; master medical, doctor office calls, ambulance calls, and professional nursing care. *(This plan shall have a fifty (\$50.00) Dollar deductible each year.)* Employees are not eligible for health insurance unless they are seniority employees.
- b) Effective January of 1993, the Village shall pay up to twenty (20%) percent more than the current health insurance premiums for eligible employees. Effective January of 1994, the Village shall pay up to (20%) percent more than the previous year's premium for health insurance for eligible employees. If the premium exceeds the Village's contribution, the employee shall pay the difference.

Section 2: The Village shall establish a fund for each member of the bargaining unit for dental and optical expenses. Effective July 1, 1992, each employee shall have up to One Hundred Fifty (\$150.00) Dollars to be used by the employee and his/her immediate family for dental and optical expenses. The fund will operate on a reimbursement basis. When the employee turns in paid receipts for dental and/or optical expenses, the Village will reimburse the employee. The employee's reimbursement for both dental and optical cannot exceed One Hundred Fifty (\$150.00) Dollars in any one year. There will be no carryover of any unused reimbursement monies. Effective July 1, 1993, the One Hundred Fifty (\$150.00) Dollars will be increased to Two Hundred (\$200.00) Dollars.

Section 3: Effective when the carrier issues the policy, after this Agreement is ratified and signed by both parties, the Village will maintain a Ten Thousand (\$10,000) Dollar life insurance policy, with double indemnity for AD and D coverage, on the bargaining unit members.

ARTICLE XV

GENERAL

Section 1: Bulletin boards may be used for posting notices of bona fide employee activities only. No such notices shall be posted elsewhere on Village premises. All such notices which are not signed on the face thereof by an authorized Union official may be immediately removed. In no case shall advertising, political, obscene, or scurrilous printed or written matter be placed on any bulletin board.

Section 2: The Village agrees to make provisions for the safety of its employees during the hours of their employment. The Union agrees that each employee has the responsibility to himself/herself, his/her fellow employees, and the citizens which they serve to prevent accidents and to report any and all unsafe conditions in writing immediately on forms furnished by the Employer.

Section 3: The Village shall not use or assign project or temporary employees to displace or reduce the hours of unit employees in any present location during the term of this Agreement. Temporary employees may be used in the event of the absence of regular employees, providing all other bargaining unit employees are working.

Section 4: New classifications of work may be established by the Employer for bargaining unit work. The Employer shall state the nature of the work to be performed and establish a rate for same, and shall so advise the Union in writing. If the Union disagrees with the rate of said new classification, it may so notify the appropriate Village officials in writing within fifteen (15) days from the date of the Employer's notification to the Union of the establishment of the classification. Otherwise, the rate shall become permanent. If such notice is given by the Union, the parties will arrange a meeting to negotiate said rate.

Section 5: Protective Clothing.

- a) The Village shall furnish employees with six (6) dozen pair of work gloves and maintain as needed.
- b) The Village shall furnish employees with two (2) sets of rain gear and maintain as needed.

Section 6: Pension. Effective July 1, 1979, the employees shall have four (4%) percent deducted from their pay, and the Employer shall contribute four (4%) percent of employee's pay toward a retirement program.

ARTICLE XVI

DISCIPLINE PROCEDURE

Section 1: When an employee is to receive a written reprimand, he/she shall be advised of the reason in writing and told the possible consequences of further violations. He/she will be given a copy of the reprimand. The employee being given the reprimand may request the presence of the Union representative.

Section 2: The employee may appeal the reprimand as provided under the grievance procedure.

Section 3: An employee who is discharged or disciplined may file a grievance concerning it within five (5) regular working days from the date thereof. Such grievance shall be filed in writing with the employee's supervisor, and the regular grievance procedure will be followed thereafter.

Section 4: Any penalty without time off which is more than one (1) year old will not be counted in determining the penalty for the next offense. Any penalty resulting in a suspension (time off) which is more than two (2) years old will not be counted in determining the penalty for the next offense.

ARTICLE XVII

MANAGEMENT RIGHTS

The Village, on this own behalf and on the behalf of the citizens, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily are vested in and are exercised by employers, except such as are specifically relinquished herein are reserved to and retained vested in the Council, including, but without limiting the generality of the foregoing rights: 1) to manage the affairs of the Village officially and economically, including the determination of the quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; and the discontinuance of any services, materials or methods of operation; 2) to introduce new equipment, methods, machinery or processes; to change or eliminate existing supplies, equipment, machinery or services; 3) to subcontract or purchase any or all work, processes or services or the construction of new facilities and the improvement of existing facilities; 4) to direct the work force, assign work and determine the number of employees so assigned in each and every case; 5) to establish, change, combine or discontinue job classifications and prescribe any assigned job duties, content and classifications; 6) to discipline and/or discharge employees for just cause; 7) to adopt, revise and enforce reasonable working rules. The Union agrees that the rights of the Council are specifically listed herein, that all subjects not specifically listed herein are retained by the Council and that the Union further agrees to waive its rights to grievance concerning the contemplation, approval, application, implementation or adoption of any management rights whether heretofore above listed or not.

ARTICLE XVIII

NO STRIKE

The Council will not lock out employees during the term of this Agreement. The Union agrees that under no circumstances will the Union cause or permit its members to cause, nor will any member of the Bargaining Unit take part in any strikes, sit-downs, slowdown, stay-in, withholding of services, curtailment of work, restricting production or interference with the operations of the Village or picketing during the life of this Agreement. In the event that any of the above should occur, the Village will have no obligation to discuss and/or negotiate with the Union on the cause and/or merits of such dispute which gave rise to the action until the action has ceased and the Village's operations are considered back to normal. If any of the above should occur, the Union and its officers and agents shall have an obligation to declare such action to be illegal and unauthorized in writing to the employees and order said employees in writing to cease the conduct and resume normal duties. The Council shall receive a copy of such notices. The Union agrees further to cooperate with the Council to remedy such situation by informing the employees further that their conduct cannot be defended and will not be defended by the Union. In the event the Union fails to live up to its obligation, the Union shall be liable for any damage caused by said violation. The Council shall have the right to discipline, up to and including discharge, any employees who engage in any such activity.

ARTICLE XIX

PAST PRACTICES

This Agreement constitutes the full and complete understanding between the parties and shall supersede any rules or regulations or practices of the Council which shall be contrary or inconsistent with its terms. No past practices shall be acknowledged and/or considered to be valid and subsisting unless such past practice is committed to writing and signed by the parties.

APPENDIX "A" - WAGES

Effective July 1, 1991 through June 30, 1994

	<u>Director Department of Public Works</u>	<u>Water Plant Operator</u>	<u>General Utility</u>
Probationary Period	\$7.05	\$6.30	\$6.05
Less Than Two (2) Years	8.10	6.80	7.00
Over Two (2) Years	8.55	7.57	7.30
Upon Receiving License	--	8.07	--
	<u>7/1/91</u>	<u>7/1/92</u>	<u>7/1/93</u>
Buzz DeBlois	\$8.15	\$8.35	\$8.55
Dick Babcock	8.92	9.12	9.32
Robert Klosowski	8.15	8.35	8.55

ARTICLE XX

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect for three (3) years covering the period of July 1, 1991, to and including June 30, 1994, and shall continue thereafter in full force and effect from year to year, and in the absence of a notice to terminate or amend this Agreement, as hereinafter provided. In the event either party wishes to terminate or amend the Agreement, notice shall be given by the party to the other as such desire to terminate or amend in writing, sixty (60) days prior to its expiration date or yearly extended date. If the notice to amend is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until either party is given a ten (10) day notice to terminate.

The seniority dates specified in *Appendix "A"* relate to the employee's date of hire, and not the anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents this 23rd day of March, 1992.

SEIU LOCAL 79--SERVICE EMPLOYEES
INTERNATIONAL UNION

THE VILLAGE OF PORT AUSTIN

BY: Paul Polunichio
President

BY: [Signature]
Mayor

BY: Bryce Lance
Business Representative

BY: Kay Gordon
Clerk

Bargaining Committee Members:

Richard Babcock

Robert Wozniak