

12/31/86

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A G R E E M E N T

Agreement, made and entered into this January 1, 1985  
between the VILLAGE GOVERNMENT OF THE VILLAGE OF SPARTA, MICHIGAN, who  
may be referred to hereinafter as the VILLAGE, and it's employees,  
represented by LOCAL UNION NO. 876 of the INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, who may be referred to hereinafter as the  
"EMPLOYEE, EMPLOYEES or the UNION".

WITNESSETH

For the purpose of facilitating the peaceful adjustment of differences  
that may arise from time to time and to promote harmony and efficiency  
to the end that the Village, the Union and the general public may  
mutually benefit, the parties do hereby agree with each other as  
follows, to wit:

ARTICLE I  
RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions  
of Act 379 of the Public Acts of 1965, the Village recognizes the Union  
as the exclusive bargaining representative for those employees in the  
defined bargaining unit for the purpose of collective bargaining with  
respect to rates of pay, wages, benefits, hours of employment and other  
conditions of employment. (State of Michigan, Department of Labor,  
Bureau of Employment Relations, Labor Relations Division, Case #R77F  
320, Election June 29, 1977).

Section 2. The bargaining unit consists of all employees, except those  
designated as excluded, holding positions in the classifications  
shown in Appendix A, or which may hereafter be added thereto or changed  
as hereinafter provided, and excludes all supervisors and all other  
employees not specifically included in Appendix A as it now exists  
or is changed in accordance with the Agreement.

Section 3. Realizing that from time to time Federally funded programs,  
college intern programs and the like are available, and since it is to the  
best interest of the Village and Union to train such employees, such  
temporary employees will not be in the bargaining unit. However, at no  
time will the employment of these employees cause any layoffs, part-  
timing, or demotion of bargaining unit employees. The Village will  
notify the union of any hires on these types of programs.

Any Employees falling under the above funds shall, after  
ninety (90) days, become a probationary type employee.

Section 4. It is understood and agreed that no member of the Union  
shall be discriminated against because of his activities in matters  
affecting the Union.

*Sparta, Village of*

ARTICLE II  
MANAGEMENT'S RIGHTS

Section 1. The management of the Village of Sparta operations and direction of the working force, including the right to employ, promote, demote, discipline and discharge employees is reserved to the Village, subject only to such limitations as are contained herein.

ARTICLE III  
UNION SECURITY AND CHECKOFF

Section 1. All employees covered by the terms of this Agreement who are not members of the IBEW shall be required, as a conditions of their employment, to pay the applicable Local Union, from and after the sixtieth (60) day following the date of their employment, or the effective date of this Agreement, whichever is later, an amount equal to the initiation fee, basic dues and assessments imposed by such Local Union upon IBEW members, in consideration of such Local Union's expenses in serving as their exclusive collective bargaining representative, to the fullest extent permitted by such State Law.

Section 2. The Employer agrees to deduct, upon receipt of voluntary written authorization which shall be irrevocable for a period of not more than one year, the initiation fee, dues and assessments from the pay of each IBEW member, and an amount equal to the initiation fee, basic dues and assessments from the pay of each non-IBEW member. The amount be be deducted shall be the amount specified in the approved applicable Local Union By-Laws. Such amounts shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3. The Union shall furnish the Village a list of members subject to dues deductions and amount of such deduction at the beginning of this Agreement and shall furnish the Village written documentation of subsequent changes in members subject to dues deduction and/or amounts of dues deductions throughout the term of this Agreement.

Section 4. The Village agrees to provide for payroll deduction on duly authorized membership dues by employees authorizing such deductions, including such general assessments as may be a part thereof levied by the Union. Any authorization may be revoked at any time by the employee sending a notice to the paymaster of the Village by registered mail, return receipt requested. The paymaster will promptly notify the Union of any such revocation by sending a copy of the revocation.

Section 5. The Union agrees to refund to the Village amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

Section 6. Any member indebted to the Local Union in excess of three months dues shall, within ten days, be suspended from work by the Village on notification in writing to the Village by the Local Union.

#### ARTICLE IV

Section 1. All existing practices of the Village for the benefit and welfare of the employees, presently in effect, and not specifically covered by the terms of this Agreement, shall be continued until such time, as for just and lawful cause, the Village finds it necessary to change them. Should such change become necessary, the Village shall notify the Union in advance and if the Union so desires, it may negotiate concerning such matters.

#### ARTICLE V

##### STRIKE AND LOCK OUT

Section 1. There shall be no stoppage of work either by strike or lock-out during the term of this Agreement. All matters in dispute must be handled in the manner provided by the Grievance and Arbitration procedure stated in Article VIII of this Agreement.

#### ARTICLE VI

##### CONTRACTING

Section 1. The Union recognizes the right of the Village to have work covered by this Agreement performed by Contractors. Such Contracting out and the work contractors do shall in no way cause an employee or employees covered by this Agreement to be laid off, part-timed, or demoted to a lower classification or decimate this Agreement.

#### ARTICLE VII

##### UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include no more than five (5) bargaining unit members who are employed by the Village of Sparta when negotiations are held on non-work time, but only one (1) member when negotiations are held on Village time. It may also include non-employee representatives of Local union 876 of the International Brotherhood of Electrical Workers.

Section 2. It is agreed that the duly authorized representatives of the Union shall have access to the Village's properties where employees covered by this Agreement are employed.

#### ARTICLE VIII

##### GRIEVANCE PROCEDURE

Section 1. Any complaint, grievance or dispute that may arise with respect to the application or performance of this Agreement, between the Village of Sparta and the Union or its members, shall be taken up for settlement in the simplest and most direct manner. Except where by mutual consent another procedure is agreed upon, such matters shall be handled in accordance with the following:

First: Between the employee or employees concerned, together with the Union Steward and Foreman or immediate supervisor of the aggrieved employee. The grievance must be so presented within two (2) working days of its known occurrence, not including the day of occurrence.

Second: Should any matter not be adjusted in the first step above, within forty eight hours, exclusive of Saturdays, Sundays and Holidays, it shall be reduced in writing and referred to the Village President or person designated by the President of the Village, and the Union Steward or Business Manager of the Union.

Third: If this matter cannot be adjusted by the second step within ten (10) days, exclusive of Saturday, Sundays and Holidays, it shall be turned over to a grievance committee of the Union and a grievance Committee of the Village.

Fourth: In the event any matter is not adjusted to the mutual satisfaction of both parties by the third step above, within an additional ten (10) days either party may demand arbitration by giving written notice to the other, Such arbitration shall be in accordance with the provisions of the second section and as follows:

Section 2. (a) Within five (5) days after written notice is given by either party requesting arbitration as provided in Section 1, above, the matter shall be referred by both parties to a Board of Arbitration consisting of one member designated by the Union, one member designated by the Village and a third member of the Board to be selected by these two representatives.

(b) In the event the two members of the Board of Arbitration shall fail to select a third member within five (5) days, the parties shall jointly request the American Arbitration Association to appoint the third member, both parties to be bound by the appointment made. All requests for the appointment for an arbitrator shall be forwarded to the respective parties, by registered mail, return receipt requested.

(c) The power of the Arbitration Board shall be limited to the interpretation and application of the express terms of this Agreement, and it shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. The Board's decision on grievances within its jurisdiction shall be final and binding on the employee or employees involved, the Union and the Management.

(d) Each party shall defray the expenses of its own member of the Board of Arbitration and the fee and expenses of the third member shall be borne equally by the two parties to this contract, together with any incidental or general expenses in connection with the arbitration mutually agreed upon in advance.

ARTICLE IX  
SENIORITY

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the Village.

Section 2. Seniority shall be established, and new employees placed on the seniority list, after completing sixty (60) days of satisfactory service. Seniority shall, after sixty (60) days probationary period hereinabove cited, commence as of the original date of employment.

Section 3. The seniority list as agreed to by the Village and the Union shall be put on the bulletin board in agreed places, accessible to the employees, in order that they may be fully acquainted with their seniority standings.

Section 4. Seniority of an employee shall be terminated and the Village is under no further obligation to offer re-employment to such employee, in cases of resignation, discharge for cause, or failure to reply within ten (10) days to a recall to work, sent to the employee's last known address, by registered mail, a copy of the recall notice being sent to the Local Union.

Section 5. An employee of the Village covered by this Agreement who is injured while on duty or off because of illness or any reason beyond his control, shall continue to accumulate seniority rights, provided he is physically qualified to return to work within two years. It is understood that when such employee returns to work the regular rules of seniority will prevail for those men below him on the seniority list, unless otherwise mutually agreed between the Village and the Union.

Section 6. Employees called by the United States Armed Forces shall continue to accumulate seniority as if they were still employed by the Village.

ARTICLE X  
LAYOFF AND RECALL

Section 1. Should it become necessary to lay off any employee on account of reduction in forces, the Village shall give such employee or employees affected, notice in writing, two weeks in advance, or they shall receive two weeks severance pay, in lieu thereof. When making a reduction in forces, those with the least seniority in Appendix A shall be laid off first, and shall be re-employed according to their formal seniority.

Section 2. (a) Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by Certified Mail to their last known address and shall be re-employed according to their formal seniority. A copy of the recall notice shall be sent to the Local Union when it is sent to the Employee.

(b) Employees who decline recall, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

(c) When employee or employees are laid off extending past one year, employees shall notify the Village in writing by certified mail (return receipt) within 10 days of their intent to keep their seniority and within 10 days of each June 1 and December 1 and each year thereafter of their intent to keep their seniority with the Village mailed to Village Clerk by certified mail (receipt returned).

## ARTICLE XI

### PROMOTIONS

SECTION I. The Village agrees to post all bargaining unit job openings and vacancies for a period of seven (7) days.

All full time employees will be eligible to apply. However, in the event there are two or more employees of apparently equal qualifications, then the employee with the greatest seniority shall be promoted.

Section 2. (a) Any employee temporarily appointed to fill a Supervisors job of four (4) hours or more shall be paid a rate of \$1.00 per hour more than his base rate of pay. Temporary appointment of Supervisors need not be by seniority for sickness or vacation.

(b) When the Acting Supervisor is absent from work for any reason for a duration of eight hours or more the next senior employee, if qualified, or another qualified employee shall be promoted and paid an amount half way between his rate of pay and the Acting Supervisor's rate of pay.

Section 3. When a Village employee is put in charge of Federally funded, CETA, College Intern Program, etc., consisting of more than one (1) person besides himself, Village employees shall receive \$.60 per hour more.

## ARTICLE XII

### DISCHARGE AND DISCIPLINE

Section I. The Village shall have the right to discipline or discharge any employee for just cause but wherever possible, there shall first be a meeting with the Union Steward without prejudice to the right of the Village to discharge any employee. If the Union believes any such discharge to be unjustified, the matter shall be considered a grievance.

## ARTICLE VIII

### Safety

Section I. When in the opinion of the Union, reasonable protection from injury is not provided it shall be considered a legitimate subject for a Union request for a special meeting with Management to meet and confer regarding the written request by the Union. The written request shall state the nature of the problem. Discussion shall be limited to matter set forth in the request, but it is understood that these special meetings shall not be used to renegotiate the Agreement but can be referred to grievance procedure.

Section 2. The Village shall furnish adequate safety appliances and protective equipment for all employees, and it shall be the rule of the Village that such safety and protective devices be used at all times. Failure to use such safety protective devices shall be grounds for disciplinary action.

Section 3. Vehicles used in the transporting of any employee shall provide adequate seating facilities for such employees, and cargo carried in such vehicles shall be safely secured from shifting. Vehicles carrying company personnel under this agreement shall be driven safely, with due regard to caution, and at a safe speed in regard to road conditions. It shall be the duty of the Village to see that all vehicles as referred to above shall be safe at all times.

Section 4. It shall be the duty of all employees to report immediately any defective or unsafe conditions in any vehicle.

Section 5. Employees shall not be required to work outside during inclement weather except to restore service because of emergency conditions. Employees shall be required to remain available and perform such work as may be assigned to them providing suitable protection from the weather is provided.

Section 6. Federal, State, County and Village rules and laws shall be strictly enforced at all times.

Section 7. No employees will leave during work hours without authorized leave. The only exception is in case of illness or injury.

#### ARTICLE XIV HOURS OF WORK

Section I. Eight (8) hours from 7:00 A.M. to 3:30 P.M., Monday thru Friday, with one-half hour for noon, unless otherwise mutually agreed upon by the Village and the Union, shall constitute a work day and work week. There shall be a rest period of 15 minutes in the morning and a 15 minute rest period in the afternoon.

(a) The only exception to the above will be snow removal and street sweeping. When called by the Dispatcher for snow removal, time will start when called. Employees will have a reasonable amount of time to report and such affected employees will get eight (8) consecutive hours from time call was received. Any more than eight (8) hours per day will be paid at overtime rate of pay.

If an employee reaches eight hours of work prior to 12:00 noon and wishes to continue working until 12:00 noon it shall be at the employee's option but in no case is this to exceed two (2) hours.

Section 2. OVERTIME: Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime shall be computed to the nearest quarter hour. No employee shall have to take time off to avoid the payment of overtime.

Section 3. No employee shall be required to remain on call on weekends and holidays. If an employee is called for such duty it shall be his option to accept such work assignment.

Section 4. When an employee is called to work outside of his regular hours of work he shall be paid a minimum of two hours for any such call at the prevailing rate.

Section 5. Work in excess of eight (8) hours on any regular scheduled work day or Saturday shall be paid for at the rate of one and one half times the regular straight time rate of pay. All work done on Sunday shall be paid for at double the regular straight time rate of pay.

Section 6. An employee who has worked sixteen hours or more within a twenty four hour period, whenever possible, shall be released and upon being released, shall have eight hours rest before reporting for his regular scheduled duty. However, he shall be paid at double time for all hours worked beyond sixteen hours until an eight hour rest period is granted. If he is scheduled to work within eight hours of his being released, he will receive straight time for any portion of his regularly scheduled hours which are within the eight hour period referred to herein.

Section 7. Pay day will be no later than quitting time every Friday night.

Section 8. When employees are required to continue working for three hours after their regular quitting time, they shall be furnished a meal at the Village's expense. Thereafter until they are released from duty, they shall be furnished meals at intervals of approximately four (4) hours each at the Village's expense, but in any event such meals shall not figure on Village time. The Village will set up a credit at certain cafes and restaurants, the work leader to sign meal checks and return to the Village. Employees who are entitled to a meal will be reimbursed seven (\$7.00) if they are unable to obtain such meal.

If employees are called to work on Saturday, Sunday or Holidays and work through a normal meal period at home or works longer than 4 hours on a call out, meal provision shall apply.

Section 9. The starting and quitting time and place for employees shall be at the Village Garage or presently established reporting place for work.

Section 10. There shall be no pyramiding of premium pay.

## ARTICLE XV

### VACATION

VACATION TIME: Paid vacation time shall be based as follows:

1. Five (5) working days after one (1) year of service.
2. Ten (10) working days after two (2) years of service.
3. Fifteen (15) working days after ten (10) years of service.
4. One additional day for each full year of service after ten (10) years, not to exceed twenty five (25) days.
5. No employee may choose to refuse to take a vacation and receive vacation pay in lieu of vacation time off.
6. Vacation time must be taken within the year it is earned.
7. Selection of vacation time will be based on seniority.
8. Earned vacation pay will be paid to any employee leaving the Village of Sparta employment or in case of death to spouse or dependent children.
9. All vacation shall be scheduled with the Village Coordinator two weeks in advance. Day-to-day vacation to be at the discretion of the Village Coordinator.

ARTICLE XVI  
LONGEVITY PAY

Section I.

1. Longevity pay shall be based on the salary of the employee at the time he reaches longevity.
2. Longevity pay shall be paid on the rates listed below, only for employees who have worked for the Village prior to January 1, 1983.
  - 2% from 5 through 9 years of service.
  - 4% from 10 through 14 years of service.
  - 6% from 15 through 19 years of service.
  - 8% from 20 through 24 years of service.
  - 10% from 25 and over.
3. Longevity pay shall be paid on base pay only.
4. Longevity pay shall be paid the first payday after the employee's anniversary date.

ARTICLE XVII

HOLIDAY PAY

Section I. An employee not working the paid holiday shall be paid at the rate of straight base pay.

Holiday pay will be paid in the same pay period in which the holiday falls.

A holiday falling within an employee's paid sick leave, vacation period or regular time off shall not be charged against such sick leave, vacation period or regular time off.

Upon retirement or separation for any reason, an employee shall be paid his pro-rated share of annual holiday pay due him, based on the number of designated holidays.

Section 2. There shall be eleven (11) designated paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

There shall also be three (3) Floating days. Floating days may be taken off with only two days notice. Only one employee can use Floating holiday at any one time.

An employee working a holiday shall be paid at the rate of two times his base pay.

APPENDIX "A"

<u>City Employees</u>	<u>1/1/85</u>	<u>1/1/86</u>	<u>7/1/86</u>
Starting	\$ 6.09	\$ 6.21	\$ 6.33
6 months	6.49	6.62	6.75
12 months	6.79	6.93	7.07
18 months	7.30	7.45	7.60
24 months	7.98	8.14	8.30
After five years	8.74	8.91	9.09

WILLIAM ROGERS, Assistant Waste Water Department Superintendent, will be red circled and not come under this Agreement, but his replacement will.

## ARTICLE XVIII

### SICK LEAVE

Section 1. Sick leave will be allowed at one (1) day per month of which all unused days may accumulate. Total accumulation will be one-hundred-twenty (120) days. An employee shall be entitled to use his accumulated paid sick leave for any absence necessitated by his personal illness or injury.

Section 2. The Village President may require a Doctor's slip for a longer absence than three days if he wishes, if there is a cost for the Doctor's examination the Village shall assume the cost of such exam.

Section 3. When an employee must take themselves or others in their household to the Doctor or Dentist, they shall not lose pay but such time is to be deducted from sick leave bank and Village may ask for such proof. This time is not to exceed five days per anniversary year.

Section 4. Upon an Employee's retirement from the Village he shall be paid an amount equal to the prevailing rate of pay for 50% of his unused sick leave. The above is not to exceed \$900.00.

Section 5. In case of death, spouse or dependent children shall receive all unused sick leave up to a maximum of \$900.00.

Section 6. When an employee reaches 120 days sick leave they shall be reimbursed for 50% of unused sick leave over 120 days per year.

## ARTICLE XIX

### FUNERAL LEAVE

Section 1. All employees shall receive a maximum of five (5) working days off with regular pay, but exclusive of holidays or overtime pay, in case of the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law, adopted or step children. One working day off for grandparents, grandchildren, nieces, nephews, brother-in-law, sister-in-law. Every employee may have up to two hours off with pay to attend as pallbearers at the funeral of a relative or friend, or up to an additional two (2) hours upon approval of the Village President.

The allowed time will not be deducted from the employee's accumulated vacation or sick leave time.

## ARTICLE XX

### CLOTHING ALLOWANCE

Section 1. The Village of Sparta will purchase shirts, (long and short sleeve), trousers, and one (1) winter jacket for all employees and replace them as needed to keep them in a presentable condition, not to exceed \$250.00 per year per employee. Employees must buy safety shoes out of allowance and it will be a condition of employment that employees wear safety shoes.

Section 2. Village President may ask for inspection of clothing prior to purchase of new clothing.

## ARTICLE XXI

### I.R.A. PLAN

Management shall, at its expense, provide to each employee an IRA Account at the Sparta State Bank. The amount shall be the maximum currently allowed by Federal regulations, payable January 1 of each year.

The Employees shall consent to a maximum of 3% of their weekly gross wages to be deducted by the Village for this account. When their contribution reaches 30% of the total amount allowed each year the deductions shall cease.

All payroll deductions, as well as Village contributions, shall be processed, audited and administered by the Village of Sparta. All IRA rules, regulations and laws shall prevail at all times with respect to retirement insurance.

Employees who are not employed on a full year basis shall have contributions paid at 7% of their weekly income by the Village and they shall have a maximum of 3% deducted from their weekly gross wages. All of which shall be deposited in an IRA account at the Sparta State Bank.

## ARTICLE XXII

### INSURANCE BENEFITS

Section I. (a) At no cost to the employee the Village of Sparta shall carry hospital and medical insurance coverage for employees and dependents.

The daily hospital rate shall be paid in full. This is to be upgraded annually. (Benefits and/or coverage not to be reduced).

- (b) Major Medical benefits to be at least \$1,000,000.00. (\$100.00 per person or \$300.00 per family per year.)
- (c) The group life insurance policy to be paid in full by the Village of Sparta will be \$20,000 double indemnity.
- (d) Any better benefits given other Village Employees shall also be given employees covered by this Agreement.
- (e) Employees shall be able to carry on part of all insurance benefits after retirement in the group plan if they elect, employee to pay the premiums.

## ARTICLE XXIII

### RULES AND REGULATIONS

Section I. The Village can make and issue reasonable rules and regulations affecting its employees with a copy sent to the Union within ten (10) days. Any rules or regulations not thought reasonable can be settled by the grievance procedure if the Union so sees fit.

SAVINGS CLAUSE

Section I. In the event any provisions of this Agreement shall conflict with any Federal or State Law, order, directive or regulations now or hereafter enacted or issued, such provisions hereof shall not remain operative or binding upon parties, but the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE XXIV

DISCRIMINATION CLAUSE

Section I. The parties to this Agreement will not discriminate against any individual because of his race, color, religion, sex, or national origin, or to classify any individual on the basis of his race, color, religion, sex or national origin. Where in the Agreement it refers to masculine or feminine gender it means both.

ARTICLE XXV

PERIOD OF AGREEMENT - APPROVAL

THIS AGREEMENT, when signed by the proper officers of the VILLAGE and the UNION and approved by the President of the International Brotherhood of Electrical Workers shall become operative as of 1-1-85 and shall continue in force and effect from year to year thereafter unless written notice is given by either party hereto to the other on or before ninety (90) days prior to 12-31-86 or thereafter on or before ninety (90) days prior to any annual expiration date requesting that the agreement be amended or cancelled. If amendments are desired, such amendments shall be contained in such notice. Changes may be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

The parties hereto have, by their officers, duly authorized in the premises, executed this Agreement as of the \_\_\_\_\_.

VILLAGE OF SPARTA

Edward J. Weston - Pres

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 876

John R. Miller

APPROVED  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
JUN 4 1985  
CHARLES H. PILLARD, President  
This approval does not make the International a party to this agreement