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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE VILLAGE OF AUGUSTA AND LOCAL 586  
SERVICE EMPLOYEES INTERNATIONAL UNION

1991 - 1993

*Augusta, Village 586*

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE VILLAGE OF AUGUSTA AND LOCAL 586  
SERVICE EMPLOYEES INTERNATIONAL UNION

THIS AGREEMENT entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by and between the VILLAGE OF AUGUSTA (hereinafter the "Village") and LOCAL 586 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, (hereinafter the "Union").

ARTICLE I - PURPOSE

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the community and the job security of the employees depends upon the Villages's ability to continue to provide proper service to the community, the Village and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - GENERAL

SECTION 1 - RECOGNITION: Village hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all employees of the Village of Augusta excluding elected officials, on-call, seasonal, or confidential employees, and supervisors excluded from the bargaining unit by law.

SECTION 2 - MANAGEMENT'S RIGHTS: All rights to manage the Village and direct the work of the employees are vested exclusively within the Village, including but not limited to, the right to establish reasonable rules and procedures, the right to determine reasonable hours, daily schedules and work assignments of employees, the right to hire, the right to determine performance standards, the right to establish new jobs and eliminate existing jobs, and the right to determine when a need exists for any lay-off or recall of employees. The Village shall also have the exclusive, right to determine the means, methods, and processes used in operations. The foregoing is intended not to be all inclusive, but only to indicate the type of matters which belong to and are inherent to the Village, and shall not be deemed to exclude other rights of the Village not specifically set forth. However, the Village acknowledges that some management rights have been limited by certain provisions of this agreement.

SECTION 3 - DISCHARGE: It is hereby recognized that the Village has the right to discipline and discharge an employee for just cause.

SECTION 4 - NO STRIKE - NO LOCK OUT: The Union agrees that during the term of this Agreement that it or the employees that it represents shall not strike, slow down, engage in mass sick calls, sympathy strikes, unlawful picketing, or in any other manner impede the full working efficiency of the Village, including refusals to perform customarily assigned duties and overtime work. The Village agrees that there should be no lock-outs. The above-described acts are hereby deemed illegal and a violation of this Agreement.

SECTION 5 - INSURANCE: The Village agrees, for the life of this Agreement to maintain the present level of group health and life insurance benefits with an insurance carrier or carriers authorized under the same conditions as prevailed immediately prior to the execution of this Agreement. Presently, the Village has also provided coverage for employees' dependents. The Village agrees to continue the coverage for Employee's dependents to include the dollar amount of premiums (to be set at the rate in effect on 9/12/91), and specifically that up to a 5% increase in that rate will be assumed by the Village. Any increase over 5% will be the responsibility if the employee. In addition specify that as long as the Village has a self-insured prescription plan, their liability will be limited to \$1,000.00 per year (10/1 - 9/30).

SECTION 6 - BULLETIN BOARD: The Village shall provide a bulletin board for each department, upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

### ARTICLE III - UNION SECURITY

SECTION I - UNION SECURITY: All employees employed as of the effective date of the Agreement, or hired hereafter, shall upon completion of sixty (60) days of work become and remain members in good standing of the Union or, shall be required to pay to the Union a representative fee equivalent to the monthly dues charged to union members.

#### SECTION 2 - DUES DEDUCTION:

- A) During the life of this Agreement, and to the extent required by law of the applicable jurisdiction, the Village agree to deduct on a monthly basis Union membership dues, or representative fees equivalent to monthly dues, charges to Union members, and assessments (including any initiation fees) uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes and files with the Village a check off authorization form.
- B) The Union shall supply the employees with a check off authorization form approved by the Village and shall transmit such check off authorization form to the payroll office. Deductions shall be made only under the written check off authorization forms which have been properly executed and are in effect.
- C) Dues or fees shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

DUES CONT.

- D) The Union shall notify the Village in writing of the proper amount of Union membership dues and subsequent changes in such amounts.
- E) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.
- F) The Village shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages. The Union agrees to indemnify and hold the Village harmless for all claims against the Village in connection with the check off provisions herein.

SECTION 3 - REPRESENTATIVES: The Village agrees to recognize a collective bargaining committee composed of two (2) employees. The function of the committee shall be to meet with management representatives for purposes of collective bargaining negotiations.

The Village also agrees to recognize one (1) steward who shall be selected or elected by the Union from the collective bargaining committee. It shall be the function of the steward to administer this agreement in accordance with the grievance procedure established herein.

SECTION 4 - NOTICE OF REPRESENTATIVES: The steward will furnish to the Village written notice of the names of the collective bargaining committee members before these representatives shall be recognized by the Village.

SECTION 5 - NON-EMPLOYEE REPRESENTATIVE: A local or international representative of the Union may be permitted to visit the operation of the Village during working hours to talk with the steward or representatives of the Village concerning matters covered by this Agreement, provided, however, such visitation shall not interfere with performance of work by bargaining unit employees of other village officials or employees.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION OF GRIEVANCE: A grievance is defined as, and limited to, a written complaint by an employee or the Union involving an alleged violation of a provision of this Agreement. The grievance shall contain a clear statement of the grievance by indicating the issue or subject involve, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

SECTION 2 - GRIEVANCE PROCEDURE: All grievances shall be processed in the following manner.

GRIEVANCE PROCEDURE CONT.

STEP 1 - An employee shall register all grievances in writing with the Village President. Such grievances shall be submitted within fifteen (15) calendar days from the date the employee was aware of or should have become aware of with the exercise of reasonable diligence, the alleged violation. The Village President shall review the facts and issue a written decision to the employee's grievance within fourteen (14) calendar days following the receipt of the grievance.

STEP 2 - If the employee is not satisfied with the decision of the Village President in Step 1, the employee may file an appeal with the Village Board, within fourteen (14) calendar days following receipt of the Village President's decision. The Village Board shall set a meeting with the Union within ten (10) days and issue a written decision within fourteen (14) calendar days following receipt of the appeal. The decision shall be final, unless appealed to arbitration in accordance with the terms of this Agreement.

SECTION 3 - GRIEVANCE SETTLEMENTS: The satisfactory settlement of all grievances shall be reduced to writing in words agreeable to both parties, and shall be written on or attached to a copy of the written grievance and signed by the representatives involved. No grievance settlement shall be final or binding until approved by the Village President.

SECTION 4 - TIME LIMITS: Grievances not filed or appealed within the designated time period shall be lost. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) calendar days of the expiration of the specified time limits. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

SECTION 5 - ARBITRATION REQUESTS: The Union may appeal to arbitration any unresolved grievance of an employee by giving written notice to the Village within twenty (20) calendar days following receipt of the Village Board's written answer in the grievance procedure.

SECTION 6 - SELECTION OF ARBITRATOR: Upon the filing by the Union of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from the Michigan Employment Relations Commission. Each party shall alternately strike names from the panel and the last strike remaining name shall serve as arbitrator. The Union shall strike the first name from the list.

The cost of the arbitrator and the expenses of the hearing shall be shared equally by the Village and the Union. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

GRIEVANCE PROCEDURE CONT.

SECTION 7 - ARBITRATOR'S JURISDICTION: The arbitrator's powers shall be limited to the application and interpretation of this agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement and shall have no power or authority to add to, amend, modify, nullify, or ignore in any way the provisions of the Agreement. It is the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement or which reflect the relinquishment of specific rights by the Village. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award of the arbitrator shall be retroactive more than fifteen (15) days prior to the time that the grievance was first submitted in writing.

The arbitrator's decision shall be final and binding on the Union, Village and employees provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

SECTION 8 - ARBITRATION HEARINGS: An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Village or the Union, shall be excused from the hearing after his or her testimony is completed.

SECTION 9 - EXCLUSIVE PROCEDURE: The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment or any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure.

ARTICLE V - HOURS OF WORK

SECTION 1 - WORKWEEK: Unless specified otherwise, the official work week of village employees shall be forty (40) hours, not including the meal period. However, nothing in this Section shall be considered a guarantee of a minimum number of hours per work week or a schedule of working hours.

SECTION 2 - OVERTIME: All overtime work must be approved by the Village President, or his designee, prior to engaging in overtime. There shall be no pyramiding of overtime.

All hourly employees shall receive compensation for all work performed over forty (40) hours in one week. All overtime work shall be compensated at a rate of one and one-half (1 1/2) times the employee's regular rate of pay. An employee may take mutually agreed upon compensatory time off during the pay period at the rate of one and one-half (1 1/2) hours of compensatory time for each hour worked in excess of forty (40) hours in one work week.

WORKWEEK CONT.

SECTION 3 - BREAK PERIODS: The employer will endeavor to provide full time employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day, and a one-half (1/2) hour unpaid lunch. Part time employees shall be entitled to a fifteen (15) minute break period for each four (4) hour period worked. All police personnel will continue to maintain a one-half (1/2) paid lunch in any day he is scheduled to work eight (8) hours. All break periods will be scheduled by the employer so as not to interfere with the prompt and efficient service to the Employer and the public. During these periods the employee remains on Active duty and must take appropriate action if necessary.

SECTION 4 - CALL OUT PAY: Any employee called out by Village President or his designee to work for any Hours outside his or her normal working hours shall be compensated on an overtime basis with a minimum of two (2) hours pay at time and one-half (1 1/2). And an overtime basis with a minimum of three (3) hours pay at one-half (1 1/2) if called out on a holiday.

SECTION 5 - ON CALL: The Village agrees that employees shall no longer be required to perform on-call duty.

ARTICLE VI - SENIORITY

SECTION 1 - DEFINITION: Seniority is defined as the length of the employee's continuous service with the Village, from the employee's last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Village, reduced by leave of absence without pay. Leave of absence without pay is defined as the time that the employee was absent from his regular scheduled work week and was not entitled to pay. The application of seniority shall be limited to the preferences and benefits specifically provided in this Agreement.

SECTION 2 - LOSS OF SENIORITY: Seniority shall be lost under the following conditions:

- (A) By quitting or discharge.
- (B) If the employee is absent from work for three (3) consecutive working days without properly notifying the Village.
- (C) Failure to return to work upon recall from a layoff as set forth in the recall procedure.
- (D) Failure to return from a leave of absence at the end of the authorized period without providing the Employer with a valid excuse for the absence.
- (E) Laid off for lack of work for more than three (3) years.
- (F) Retirement.

SENIORITY CONT.

SECTION 3 - PROBATIONARY EMPLOYEES: All employees shall be considered on probation for the first one thousand forty (1040) working hours after their commencement of work. Any employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence.

SECTION 4 - SENIORITY LIST: Upon the execution of this Agreement, an up-to-date seniority list shall be presented to the unit President within five (5) days after the date of execution. In compliance with this provision, it shall be deemed to have been accomplished if the Village gives the Steward an updated seniority list upon request.

ARTICLE VII - LAY OFF AND RECALL

SECTION 1 - LAY OFF PROCEDURE: In the event that a reduction in personnel occurs, the Village agrees to first lay-off the employee with the least seniority in the department affected, providing however, that the remaining senior employees have the experience, ability and training to perform the required work. Further lay-offs shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, ability the training to perform the required work.

SECTION 2 - RECALL PROCEDURE: Employees will be recalled to their former department in reverse order of their lay-off.

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1 - SICK LEAVE: Each full time regular employee will be entitled to sick leave benefits and will accumulate seven (7) days per twelve (12) month period of employment in 1991-92, and eight (8) days in 1992-93, which can be used as paid leave for sickness.

Each full time employee may accumulate up to a total of twenty five (25) days of sick leave for the 1991-92 year, and thirty (30) days of accumulated sick leave for the 1992-93 year. Upon death or termination, the employee's accumulated sick leave will be paid in a lump sum payment. Rates of pay will be based on the employee's normal, regular base pay at the time of payment. In order to be eligible for sick leave an employee must be excused by the Village President or his designee. Employees should report by phone to their Village President, or his designee, as soon as possible prior to the start of their normal shift. After three (3) consecutive days of sick leave, medical certification will be required. In some cases an employee may be required to present medical certification of their fitness to return to work.

Sick leave may also be used for appointments with a doctor or dentist to the extent of time also required to complete such appointment but only if it is not possible to arrange such appointments during non-duty hours. Employees may use their accumulated sick leave to make up the difference between their net take home pay, i.e. wages minus Federal, State, and Local

SICK LEAVE CONT.

taxes, and any worker's compensation benefits received from the Village. Employees shall use sick leave only for illness or injury which prevent them from working. Employees shall not falsify their reason for sick leave usage.

SECTION 2 - PERSONAL LEAVE: The Village may grant a leave of absence without pay and without loss of seniority for personal reasons to an employee, provided he obtains advance written permission of the Village President.

SECTION 3 - MEDICAL LEAVE: An employee who, because of illness, pregnancy, or accident, is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability provided; (1) that he promptly notify the Village of the necessity thereof; (2) that he supply the Village with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the Village.

SECTION 4 - MILITARY FIELD TRAINING LEAVE: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leave of absence limited to two (2) weeks for annual field training may be made as soon as possible after the employee receives his orders. The employee shall be paid the difference, if any, between the pay the employee would have received for the Village for work during the period of military field training leave in the form of pay for the period of leave.

SECTION 5 - MILITARY SERVICE LEAVE: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

- (A) Employees will be paid for unused vacation, during the calendar year of entry into national service, but will not be paid for vacation on a prorated basis unless the employee quits. Upon return from Military Leave they will continue to earn vacation as in the past.

SECTION 6 - JURY DUTY LEAVE: Employees shall be excused from work for required jury duty. All employees shall receive that portion of their regular compensation which will, together with their jury pay or fees (excluding millage), equal their total compensation for a normal work day. The number of hours of leave granted for jury duty shall be credited as time worked for purposes of all time computations. An employee excused from jury duty during regular working hours shall immediately report by telephone to his supervisor and unless otherwise instructed return to work as quickly as possible.

JURY DUTY CONT.

- (A) Employees shall notify their supervisors as soon as possible after receiving notice to report for jury duty. Employees seeking the supplemental payment referred to above will be responsible for insuring that a report of jury duty and pay form is completed by the Clerk of the Court each week so the Village will be able to determine the amount of compensation due for the period involved.

SECTION 8 - FUNERAL LEAVE: Paid leave for funerals is available to full time regular employees who may take up to three (3) days for each immediate natural family member, (father, mother, wife, child, grandparent, husband, sister, brother, father-in-law, mother-in-law). They may take up to two (2) days sick leave for funerals of non-immediate family. Non-immediate family shall be defined as (aunts, uncles, nieces, nephews, grand-children, brother/sister-in-law, and foster children and minors over whom the employee has legal guardianship.)

ARTICLE IX - VACATION LEAVE

SECTION 1 - VACATION LEAVE: Regular full-time employees who have completed one (1) year or more of continuous service with the Village since their last hiring date shall be entitled to paid vacation.

- (A) Full time employees will earn from date of employment the following.
1. One (1) week of vacation after one (1) year of service.
  2. Two (2) weeks of vacation after two (2) years of service.
  3. Three (3) weeks of vacation after five (5) years of service.
- One additional day of vacation time will be earned after ten (10) years of service. Hereafter, an additional one day will be earned for each subsequent year not to exceed a total of five (5) additional days.
- (B) If an employee who has completed one (1) year of employment resigns in good standing, retires or is discharged from employment, such employee shall be paid on a prorated basis for all unused vacation time accrued during the year of termination as of his termination date. If the employee fails to render the two weeks notification, he shall be deemed to have not resigned in good standing and thus shall not be entitled to any portion of the vacation pay otherwise accumulated. For an employee who dies after completing one (1) year of employment, his designated beneficiary shall be paid all unused vacation time accrued during the year of death.
- (C) Request for vacation will be approved or disapproved as determined by the operational needs of the department and of the Village so that services normally provided to citizens are not reduced.

(D) Part time employees will receive two (2) weeks paid vacation based on the actual hours worked for the preceding twelve (12) month period ending on September 30th.

Vacation time earned must be used by the end of the year. A week's vacation consists of five (5) working days off duty. Under unusual circumstances, vacation time for an employee may be changed by the Village Board. All vacations must be approved in advance by the Village Board and must be submitted in writing. The President will inform each employee of their approval. Employees will be given a written answer to their written vacation request not later than the first scheduled work day following the next regularly scheduled council meeting, after receipt of the employee's written vacation request. Each employee will be credited their vacation time on January 1 of each year.

#### ARTICLE X - WAGES

SECTION 1 - WAGE SCHEDULE: The wage schedule for employees is set forth in Appendix "A" attached hereto and by this reference made a part hereto. The following positions and levels for wages are effective as of October 1, 1991.

##### WAGES - 1990-91

Full time employees to receive \$750.00 cash payment upon ratification.

Part time employees to receive \$400.00 cash payment upon ratification.

##### WAGES - 1991-92

Vern Eldridge to Step 8, DFW Maint. Worker Scale (\$9.00).  
Larry Robertson to receive same hourly wage as in 1990-91.  
Jeff Heppler to receive \$.10/hour increase over 1990-91 rate.

##### WAGES - 1992-93

Vern Eldridge to Step 9, DFW Maint. Worker Scale (\$9.55).  
Larry Robertson to receive 4% increase over 1991-92 rate.  
Jeff Heppler to receive 4% increase over 1991-91 rate.

SECTION 2 - NEW OR ALTERED JOB POSITIONS: When and if the Village creates a new job or effects a significant alteration of the job content of an existing job, it shall set the rate of pay therefore, established or amend the job description, and advise the Union as to both. If the Union disagrees with the rate of pay established it may file a written grievance with respect thereto starting at the Second Step of the grievance procedure, provided that a grievance is filed within seven (7) calendar days after such notice is given to the Union. If, as a result, a different rate of pay is established, the different rate of pay will become effective as of the date the job was created.

## ARTICLE XI - HOLIDAYS

SECTION 1 - HOLIDAYS: All full time employees shall be entitled to receive the following paid holidays:

|                     |                       |
|---------------------|-----------------------|
| New Years Day       | Thanksgiving Day      |
| Good Friday 1/2 day | Christmas Eve 1/2 day |
| Memorial Day        | Christmas Day         |
| Independence Day    | 4 Floating Holidays   |
| Labor Day           |                       |

### HOLIDAYS:

When any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered the holiday. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday.

- (A) To qualify for pay hereunder, an employee must actually work on the day preceding the day celebrated as a holiday, or if not scheduled then his last regularly scheduled working day before and after the day celebrated as a holiday, unless due to an illness or injury, verified to the Village satisfactorily by a doctor, or excused early from work due to unavoidable circumstances.
- (B) A full time employee shall receive eight (8) hours pay at his/her regular straight time rate for such holiday, and two (2) times the regular rate for hours worked on such holiday.
- (C) If a holiday occurs during an employee's scheduled vacation the employee may be permitted to take an additional day of vacation.

## ARTICLE XII - UNIFORMS, EQUIPMENT AND MISC.

SECTION 1 - The Village will supply each police officer with the following items of clothing and equipment:

- a. Winter pants (2 ea.)
- b. Summer shirts (2 ea.)
- c. Winter shirts (2 ea.)
- d. Hat (summer and winter)
- e. Winter jacket
- f. Badges (2 ea. hat and chest, 1 shooting badge)
- g. Flashlight and baton loops

SECTION 2 - The Village will supply DPW employees with uniforms.

SECTION 3 - The Village shall make available, or provide access to, a shooting range for all police officers as required to meet state certification requirements.

SECTION 4 - The Village shall pay employees for up to eight (8) hours per day of time spent attending training classes which the Village requires them to attend.

SECTION 5 - The Village will provide a locker for each bargaining unit employee.

SECTION 6 - Any employee involved in any accident on duty shall immediately report said accident report, in writing, on a form furnished by the Village and shall turn in all available names and addresses of witnesses to any accident. If the Village pursues disciplinary action against the involved employee, the employee has the right to the grievance procedure.

SECTION 7 - The Village will continue to carry the present liability insurance coverage for police officers while acting in their official capacity if available from a carrier within the United States or Canada.

SECTION 8 - The Village shall contribute annually to an IRA for each full time employee who has worked a minimum of three (3) years for the Village. A percent of the gross earnings will be contributed to the IRA by the Village per the following schedule:

|               |        |
|---------------|--------|
| 3 - 7 years   | 2 1/2% |
| 8 - 12 years  | 3 1/2% |
| 13 - 18 years | 4%     |

Payments shall be made at the time the contract takes effect. Employees may contribute to the IRA to the maximum amount allowed. Any penalties or taxes accrued for monies withdrawn shall be solely the responsibility of the employee. Employees shall inform the Village of the designation and location of their IRA so that deposits can be made to the correct institution and fund.

SECTION 9 - This Agreement may not be amended, altered, or added to, except by mutual consent of the parties in writing.

SECTION 10 - If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid upon written request by either party hereto, the Village and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision

ARTICLE XIII - DURATION

SECTION 1 - This Agreement shall become effective as of the 1st day of October, 1991, and shall remain in full force and effect through the 30th day of September, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written above.

LOCAL 586 SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO-CLC

VILLAGE OF AUGUSTA

BY: James Shelton  
James Shelton  
Its President

BY: Wayne Terberg  
Wayne Terberg  
Its President

BY: Vern Eldridge  
Vern Eldridge  
Its Steward

BY: Julie Baker  
Julie Baker  
Its Village Clerk

BY: Jeffrey Heppler  
Jeffrey Heppler  
Its President

VILLAGE OF AUGUSTA PROPOSAL TO UNION 9-19-88

| Level | DPW Superintendent |       |           | DPW Maintenance Worker |      |           |
|-------|--------------------|-------|-----------|------------------------|------|-----------|
|       | raise              | hour  | year      | Raise                  | hour | year      |
| Start |                    | 7.45  | 15,495.00 |                        | 6.00 | 12,480.00 |
| 1st   | .30                | 7.75  | 16,120.00 | .30                    | 6.30 | 13,104.00 |
| 2nd   | .32                | 8.07  | 16,785.60 | .32                    | 6.62 | 13,769.60 |
| 3rd   | .34                | 8.41  | 17,492.80 | .34                    | 6.96 | 14,476.80 |
| 4th   | .36                | 8.77  | 18,241.60 | .36                    | 7.32 | 15,225.60 |
| 5th   | .38                | 9.15  | 19,032.00 | .38                    | 7.70 | 16,016.00 |
| 6th   | .40                | 9.55  | 19,864.00 | .40                    | 8.10 | 16,848.00 |
| 7th   | .45                | 10.00 | 20,800.00 | .44                    | 8.54 | 17,763.20 |
| 8th   | .50                | 10.50 | 21,840.00 | .46                    | 9.00 | 18,720.00 |
| 9th   | .43                | 10.93 | 22,734.40 | .55                    | 9.55 | 19,864.00 |
| 10th  | .40                | 11.33 | 23,566.40 |                        |      |           |

Police Chief

Part time Police Officer

Fulltime or Part time- to be resolved by board

| Start | Police Chief |       |           | Part time Police Officer |      |
|-------|--------------|-------|-----------|--------------------------|------|
|       | raise        | hour  | year      | Raise                    | hour |
| Start |              | 7.00  | 14,560.00 |                          | 5.00 |
| 1st   | .34          | 7.34  | 15,267.20 | .25                      | 5.25 |
| 2nd   | .38          | 7.72  | 16,057.60 | .25                      | 5.50 |
| 3rd   | .42          | 8.14  | 16,931.20 | .25                      | 5.75 |
| 4th   | .46          | 8.60  | 17,888.00 | .25                      | 6.00 |
| 5th   | .52          | 9.12  | 18,969.60 | .50                      | 6.50 |
| 6th   | .58          | 9.70  | 20,176.00 | .50                      | 7.00 |
| 7th   | .64          | 10.34 | 21,507.20 | .50                      | 7.50 |
| 8th   | .70          | 11.04 | 22,963.20 | .50                      | 8.00 |
| 9th   | .96          | 12.00 | 24,960.00 | .50                      | 8.50 |

IRA for Fulltime employees over 3 years service.

|                      |       |
|----------------------|-------|
| 3 years to 7 years   | 2%    |
| 8 years to 12 years  | 3%    |
| 13 years to 18 years | 3.5 % |