

6/11/99

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF HOLLY

- AND -

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

EFFECTIVE: JULY 1, 1999 – JUNE 30, 2003

Holly, Village of

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AGREEMENT

This Agreement, made and entered into this _____ day of _____ 2000 by and between the Village of Holly, hereinafter called the Employer, and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

The general purpose of the agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Union, the employees and the community.

ARTICLE 1

RECOGNITION

Section 1 Employees Covered – Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours, wages, hours of employment, and other conditions of employment for the term of the Agreement in the following unit as certified by the Michigan Employment Relations Commission in Case #R-73-A-24 on March 12, 1973.

All DPW, Water, WWTP, and Office employees.

ARTICLE 2

AID TO OTHER UNIONS

Section 1. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3

AGENCY SHOP

Section 1. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- a. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State laws or shall be renegotiated for the purpose of adequate replacement.
- b. The Union agrees to save and hold harmless the Village from damages or other financial loss which the Village may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE 4

DUES DEDUCTION

Section 1. Upon receipt of a voluntary written assignment from an employee covered by this Agreement, the Employer will each month deduct from the employee's pay the amount owed to the Union by such employee for Union membership dues. Deductions will be made by the Employer the first pay period of each month. Dues deducted for any calendar month by the Employer will be remitted to the designated finance office of the Local Union as soon as possible after the payroll deductions have been made.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement, the Employer on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the Village of Holly. In order to conduct its business efficiently, the Employer shall have the following rights:

- a. To discontinue, temporarily or permanently, in all or part, conduct of its business and operation.
- b. To delete on the nature of materials, supplies, equipment, or machinery to be used, and the price to be paid.
- c. To subcontract any or all of the processes, facility maintenance, or location of service work.

- d. To select the working forces in accordance with the requirements determined by management.
- e. To transfer, promote or demote employees.
- f. To lay off, terminate, discharge, discipline, or otherwise relieve employees from duty for lack of work.
- g. To direct and control the work forces.
- h. To establish rules governing employment and working conditions.
- i. To determine the size of the work force, including the number of employees assigned to any particular operation.
- j. To establish the work pace and the work performance levels.
- k. To establish, change, combine, or abolish job classification and the job content of any classification.
- l. To determine the length of work week and when or if overtime shall be worked, and to require reasonable overtime if needed.

All other rights of the Employer are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

Section 2. The rights of the Employer enumerated above and all other rights of the Employer not limited by clear and explicit language of the clause of this Agreement are not subject to the binding arbitration procedures of this Agreement.

Section 3. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms

of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE 6

REPRESENTATION

Section 1. The employees shall be represented by a Steward who shall be a regular seniority employee on one of the respective shifts. There shall be only one Steward.

Section 2. The Union shall certify in writing the name of the Steward upon his election or appointment by the Union.

Section 3. During overtime periods where three (3) or more employees are assigned but in which a Steward is not working, the President of the Local, upon notification, shall designate one of the working employees as a temporary Steward. The name of the temporary Steward will be furnished in writing to the appropriate supervisor.

Section 4. The Steward shall be allowed time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see and shall allow his immediate supervisor to make arrangements to ensure an uninterrupted work schedule when necessary before leaving the work to which he is assigned.

Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor upon his return to work. The above privilege is

extended to Stewards with the understanding that such time will be devoted solely to the promote handling of grievances and will not be abused.

Section 5. Neither the Union nor its officers, committee members, Stewards or members shall conduct any union activity during the working hours other than the handling of grievances in the manner and to the extent herein provided.

Section 6. There shall be a Grievance Committee composed of not more than two (2) full time seniority employees, one of whom shall be the Steward and the other Alternate. The Union shall furnish the Employer with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union.

Section 7. Should the members of the Grievance Committee be required to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay. (This does not apply to Arbitration or Mediation sessions) If the meeting is not during the scheduled working hours, the members shall receive no pay.

Section 8. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, provided the Employer supervisor is notified first and there is no undue disruption of employees' work.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a violation of a specific provision of this Agreement. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. The grieving party will submit their contentions verbally to the department Head within five (5) days of occurrence or when the conditions surrounding the grievance become known to that party. The Department Head will have five (5) days to give a verbal answer.

Step 2. If the grievance is not resolved in Step 1, the matter will be reduced to written form and presented to the Department Head within five (5) days. The Department Head will issue a written answer within five (5) days.

Step 3. If the grievance is not resolved in Step 2, it will be submitted to the Village Manager within five (5) days. The Village Manager will respond in writing within five (5) days.

Step 4. If the grievance is not resolved in Step 3, a Grievance Committee consisting of the Department Head, Village Manager and the Union

Representative shall review the matter within ten (10) days. Both the Employer and the Union will reduce their contentions to writing within seven (7) days.

Step 5. If the grievance is not resolved in Step 4, either party may submit the grievance within ten (10) days to mediation with the Michigan Employment Relation Commission.

Step 6. In the event the grievance is not satisfactorily settled at Step 5, the Union shall have sixty (60) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have sixty (60) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within sixty (60) days, it will be considered closed on the basis of the last disposition.

Section 3. If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within seventy-five (75) days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its Voluntary Rules and Regulations, then obtaining, within the time

specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

ARTICLE 8

GRIEVANCE COMMITTEE

Section 1. The employees selected by the Union to act as Union Representatives shall be known as "Stewards." The names of employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

Section 2. The Employer shall meet as required, at a mutually convenient time, with the Union's Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

Section 3. The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

Section 4. The formula for determining the number of Union Stewards is intended to provide minimum Union Representation.

ARTICLE 9

SPECIAL OR SAFETY CONFERENCE

Section 1. Either party may request a Special Conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed. The employees who attend said conference shall not lose time or pay for time spent in such conference if the conference is held during normal working hours.

Section 2. A Safety Committee shall be composed of Union and Employer representatives who will meet for the purpose of discussing safety and promulgating safety regulations. The employees who attend such meetings during normal working hours will not suffer loss of pay.

Section 3. All of the above conferences must have prior approval of the Employer.

ARTICLE 10

PROBATION

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a one hundred eighty (180) working day trial basis, during which period he may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against the Union member. After one hundred eighty (180) working days, the employee shall be placed on the regular seniority list as of date of hire. In case of discipline, the Employer shall notify the Local Union in writing.

Section 2. Article 30, Section 1, shall apply to employees of the Wastewater Treatment Plant, as an additional requirements.

ARTICLE 11

SUBCONTRACTING

Section 1. The Employer will give due consideration to public interest, costs, efficiency, availability of equipment, and qualifications of employees when evaluating the need to contract. The Employer will give advance notification to the unit when subcontracting could have a significant impact on the employees of the unit and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be subcontracted will be made until the matter is discussed with the Union. The Employer further agrees not to implement a subcontracting agreement which would result in the layoff of any seniority members of the unit.

ARTICLE 12

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement of contract, with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours, or working conditions of said employees or any individual employee or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 13

SENIORITY AND TRANSFERS

Section 1. Newly hired employees may acquire seniority by working one hundred eight (180) working days. When the employee passes said probationary period, said employee's seniority will date back to the date of hire in the department. When the employee acquires seniority, his name shall be placed on the seniority list by department in the order of his seniority date.

- a. If a supervisor in another Village of Holly bargaining unit is transferred into this bargaining unit, such transfer shall not result in the reduction of classification or laying off of any member of this bargaining unit.

Section 2. Seniority shall only be broken by discharge or by voluntary quit or layoff for a period covering his Village seniority but not more than two (2) years.

Section 3. In the event of a layoff, an employee so laid off, should be given two (2) weeks notice of layoff and two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work in said two (2) weeks, he shall lose all seniority rights of this Agreement.

Section 4. The Employer shall post a list of employees, arranged in order of their seniority and job title, each year. This list shall be posted in a conspicuous position at the place of employment.

Section 5. Strict seniority shall prevail in the layoff and rehiring of all employees, in all departments. However, in reducing the work force because of lack of funds or lack of

work in any department, the last employee hired shall be the first employee laid off. The last employee laid off shall be the first employee rehired, and in rehiring, this provision shall not be implemented by any employee of any department towards bumping an employee of the clerical department.

Section 6. In the event there is a permanent job opening or a temporary job opening of at least three (3) months due to illness, emergency, leave, vacations, temporary work increases, weather, etc., the Employer will fill such jobs by offering to the most senior employee within the classification or division of the bargaining unit, if qualified. All such assignments will be paid at the present rate called for in that classification.

Section 7. The bargaining unit employee who is awarded the position, will have six (6) months to determine whether the employee will remain at the new position. Should the employee decide to return to his former position, the employee may not bid for another new position or vacancy for an additional six (6) months.

ARTICLE 14

DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge or suspend any employee without just cause; but in respect to discharge or suspension, the Employer shall give at least three (3) warning notices of the complaint against such employee to the employee in writing and a copy of the same to the Union and Steward. No warning notice need to be given to an employee before he is discharged if the cause of such discharge is dishonesty or recklessness resulting in a serious accident while on duty. Discharge for drunkenness or drug abuse shall be subject to Article 14, Section 2. The warning notice as hereby

provided shall not remain in effect for a period of more than twenty-four (24) months from the date of said warning notice and will be removed from the employee's file.

Section 2. Village of Holly Discipline Policy Involving The Abuse of Drugs and Alcohol

It shall be the policy of the Village of Holly that anyone who tests positive at the work place for the abuse of drugs or alcohol (breath test result of .04 or more) will be automatically suspended without pay for at least one week (five working days). The suspension without pay will continue past the one week period if the employee has not passed a return-to-duty test with a verified negative result from a test conducted and produced from a drug test ordered by the substance abuse professional. As a condition of continued employment, the employee must follow the rehabilitation instructions of the certified Substance Abuse Professional (SAP) that is assigned to his or her case. The Village of Holly will offer a "Last Chance Agreement" to those employees who have tested positive. Failure to sign the "Last Chance Agreement" will result in automatic termination of employment. A second positive test will result in automatic termination of employment.

An employee whose test results in a positive for alcohol with a breath test above .02 but below .04 will be suspended without pay for the first offense until the employee's next regular work shift with a minimum of a 24 hour period elapsing since the positive test result. Any violation thereafter, the employee is subject to discipline up to and including discharge.

Those employees who come forward and admit to a dependency on drugs or alcohol before a positive random, reasonable suspicion or post accident test will be allowed to

use any accumulated sick and/or vacation time for rehabilitation. The employee must follow the treatment directives of the Substance Abuse Professional. The Village of Holly shall continue all health insurance while the employee is under treatment, the employee shall suffer no loss of seniority while under treatment and the employee shall return to his/her former position upon return to work. All costs associated with rehabilitation including return to duty testing and follow up testing will be paid by the employee.

ARTICLE 15

ABSENCES

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for two (2) years and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave. The employee may apply for a leave of absence for the purpose of receiving drug and/or alcohol rehabilitation treatment at a recognized treatment or medical center.

Permission for extension must be secured from the Employer. During the period of absence, the employee shall not seek or engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to

Steward and/or Assistant Steward of the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty eight (48) hours written notice is given to the Employer by the Union specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE 16

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the Employer's services. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike slowdown, or stoppage of work, boycott, picketing or any other interruption of activities of the Employer. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer representatives.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedures set forth in Article 7 of this Agreement may be summarily discharged by the Employer.

ARTICLE 17

PERSONNEL FILE

Section 1. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times with Employer consent.

Section 2. The Employer shall provide by biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay days shall be every other Thursday.

Section 3 - Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

ARTICLE 18

BULLETIN BOARD

Section 1. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union and the Employer or his representative. It is further agreed that there shall be no political or inflammatory matter of any nature whatsoever posted on the bulletin board.

ARTICLE 19

LEGAL ASSISTANCE

Section 1. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the performance of his normal duties and responsibilities. The Employer will provide insurance coverage for the employee for claims made as a result of acts occurring in the normal and regular performance of the employee's job. The Employer will not provide coverage for the intentional tortuous unlawful acts of the employee.

ARTICLE 20

MILEAGE

Section 1. Employees who shall be required to use their personal cars for the conduct of Village business shall be reimbursed at the rate determined by the Internal Revenue Service at the rate that may be claimed on Federal Income Tax Return. The Village will provide the IRS rate to the Union for posting.

ARTICLE 21

OVERTIME AND WORK HOURS

Section 1. The regular work week shall be established as Monday through Friday. The regular work day shall be eight (8) working hours in any one work day. The Village may establish a schedule for employees in certain departments, if required by state or federal laws, regulations or court orders, that provides for different work schedule. In no case, however, will any employee be required to work a split shift or to work more than forty (40) hours per week without receiving overtime as provided in other sections of this

contract, and each employee will receive two (2) successive days off during each seven (7) day period. This section is not intended to modify or nullify any other section of this Agreement regarding personal days, sick days, vacation days, or holidays. The Village and the Union agree that if the Village is mandated to operate on a schedule that would modify the regular work day, the modified work schedule shall be renegotiated.

Section 2. Employees called into work outside regular hours shall receive at least two (2) hours work.

Section 3. The Village will provide the employees of the DPW crew on standby with pagers which have a range of fifteen (15) miles. Employees on standby shall receive four (4) hours straight time for which certain non-Village mandated tasks shall be performed, i.e., checking water wells, filtration system, and wastewater treatment plant. Alternate employees on standby shall receive two (2) hours per day at straight time. If an employee on standby is called out for an emergency, minimum additional call out pay shall be based on a two (2) hour period at 1 ½ times the regular rate of pay. This would not include holidays; Article 22 would apply in the case of holidays.

Section 4. Overtime work will be permitted only when authorized by a foreman or supervisor.

Section 5. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break.

Section 6. An employee shall be granted a fifteen (15) minute paid break each four (4) hours of a tour of duty.

Section 7. Overtime shall be equalized as near as practical within the following units:

(1) DPW and Water, (2) WWTP. All other overtime shall be equalized within each job classification.

Employees who are offered the opportunity to work overtime and refuse it, except for good reason, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime.

Section 8. The Employer shall provide the employees a monthly choice of being assigned back up on call status.

Section 9. An employee when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned to work in a lower classification during the work day, he shall not suffer a reduction in pay.

Section 10. Overtime hours worked must be posted on a monthly basis for all departments covered under contract.

Section 11. All time paid under this contract shall be considered as time worked when computing overtime and qualification for earning of benefits.

ARTICLE 22

HOLIDAY PAY

Section 1. All regular seniority employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current base rate based on the normal hours granted for said holidays. (Eight hours = whole day) In order to qualify for the holiday pay for the holiday so designated, an employee must have worked the last

scheduled work day preceding the holiday and the first scheduled work day following the holiday.

Paid holidays are designated as follows:

President's Day	Thanksgiving Day
Employee's Birthday	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July 4th	New Year's Eve
Labor Day	New Year's Day

Section 2. Employees working on a legally established holiday as established by this Agreement will be paid for hours worked at the regular rate plus two hundred percent (200%) for the paid holiday.

Section 3. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday. If the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 4. Should a paid holiday fall mid-week, the Union and Employer agree to meet and discuss a change in the work schedule.

Section 5. When two holidays fall on successive days (Friday and Saturday, Saturday and Sunday, Sunday and Monday, etc.) then the scheduled days off for holidays shall be the Friday preceding the combination or the Monday following the combination or both the Friday and the Monday preceding and following the combination of days.

ARTICLE 23

VACATION PAY

Section 1. All regular full time employees shall be entitled to vacation time with pay under the following schedule:

- a. Employees who have completed one year of service shall be granted five (5) days vacation without loss of pay.
- b. Employees who have completed two (2) years of service shall be granted ten (10) days vacation without loss of pay.
- c. Employees who have completed five (5) years of service shall be granted fifteen (15) days vacation without loss of pay.
- d. Employees who have completed ten (10) years of service shall be granted twenty (20) days vacation without loss of pay.
- e. Employees who have completed fifteen (15) years of service shall on their sixteenth (16) anniversary date receive one (1) additional vacation day per year to a maximum of twenty-five (25) days.

Example:	16 years	21 days
	17 years	22 days
	18 years	23 days
	19 years	24 days
	20 years	25 days

- f. Employees who have completed twenty-one (21) years of service shall be granted twenty-six (26) days vacation without loss of pay.

Employees who have completed twenty-three (23) years of service shall be granted twenty-seven (27) days vacation without loss of pay.

Employees who have completed twenty-five (25) years of service shall be granted twenty-eight (28) days vacation without loss of pay.

Section 2. In order to qualify for vacation pay, an employee must have actively been at work for the Employer for at least nine (9) months during the twelve (12) month period immediately preceding his anniversary date of hire, which is the date he qualifies for vacation pay.

Section 3. Employees who lose time from their job because of on the job disability shall continue during their disability to accumulate vacation days for a period equal to their seniority or two (2) years whichever is less; however, days accumulated during disability under this provision shall have no cash value.

Section 4. Days paid for under this section shall be paid for at the rate of pay at which the days were earned. In case of retirement, resignation, or death of an employee, he or his estate will be paid for all vacation days which are owed to the employee.

Section 5. An employee of the bargaining unit shall be allowed to carry over five (5) vacation days to their next seniority year.

Section 6. Employees working in the Police Department shall provide seventy-two (72) hours notice to use a day except in the case of an emergency.

ARTICLE 24

AUTOMATIC BANKING AND INVESTMENT

Section 1. The Employer agrees to deduct from each employee who so authorizes it in writing a specified sum each and every payroll and to pay this sum to the two designated financial institutions no less frequently than required. The employee may revoke at any time this authorization and assignment by filing with the Employer and the credit union a statement in writing that he does not wish the Employer to continue making such deductions provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the credit union.

ARTICLE 25

PERSONAL & SICK LEAVE

Section 1. The Employer agrees to grant nine (9) days per year for sick leave purposes for all employees with less than three (3) years seniority. Effective June 14, 1982, employees who have completed three (3) years and one (1) full time employment shall receive twelve (12) sick days per year.

Sick leave may be utilized when the employee is sick or injured and is physically unable to perform the duties of his or her job. The Department head may require written medical verification to justify the use of paid sick leave in instances of three (3) or more consecutive working days of absence or when an employee's sick leave usage suggests possible abuse within the fiscal year.

Section 2. The Employer agrees to furnish sick and accident insurance in the amount of 66 2/3% of the gross salary for a maximum of twenty-six (26) weeks. Said coverage to begin on the first calendar day of accident and the eighth calendar day of sickness.

Section 3. The maximum accumulative days shall be no more than seventy-five (75) days. When the maximum accumulation is reached, the employee shall be paid one-half (1/2) of the time that exceeds the maximum accumulation on the first paycheck after the end of the contract year. Upon retirement only, fifty percent (50%) of the accumulated days, to a maximum of thirty-seven and one-half (37 1/2) days will be paid. In order to qualify for the fifty percent (50%) accumulated days, an employee must have a minimum of twenty (20) days banked.

Section 4. The Employer agrees to grant three (3) personal leave days annually. They must be used in the year granted. Personal time shall be used in one (1) hour increments.

Section 5. Sick and personal days will be considered the same as worked for overtime purposes.

Section 6. An employee injured on the job shall receive their normal, straight time take home pay for a maximum, of one (1) year for the applicable days off work due to injury or illness on the job. The Employer shall add any sums covered by the employee by way of Worker's Compensation Benefits so as to fulfill the intent of this Section.

Accumulated sick days will not be reduced due to on the job injury or illness. The Employer will continue insurance coverage as provided for in this agreement for employees who are on work disability status (Worker's Compensation).

Section 7. Employees working in the Police Department shall provide seventy-two (72) hours notice to use a personal day except in the case of an emergency.

ARTICLE 26

LIFE INSURANCE AND HOSPITALIZATION

Section 1. LIFE INSURANCE – The Employer agrees that subject to the terms and conditions of the carrier, it shall provide for each employee in the bargaining unit who is on a full time status and has completed his probationary period, a life insurance policy in the amount of Fifty Thousand Dollars (\$50,000).

Section 2. HOSPITALIZATION – The Employer agrees to provide PPO Community Blue Option 1 with a Ten Dollars (\$10) generic/Twenty Dollars (\$20) brand name prescription drug plan in accordance with the terms and conditions of Blue Cross and Blue Shield to all seniority employees. At the employee's option, by paying the difference between the PPO and the traditional coverage, may retain the MVF-1 Blue Cross and Blue Shield, Master Medical II with VST rider and Five Dollar (\$5) prescription drug plan.

Section 3. The parties agree that both of the above insurance programs are to be paid for by the Employer for all employees who are actively at work for the Employer with the following conditions:

- a. The Employer's contribution will cease at any point that the employee fails to work during a full month period except that the Employer agrees to continue their contribution for one (1) year or the length of service by the employee, whichever is less, beyond the end of the month an employee is incapacitated

from work and is granted a sick leave by the Employer in the case of an employee whose injury or illness is non-work related.

- b. In the case of a work-related injury or illness, the Employer agrees to continue the contribution for a period not to exceed a two-year (2) period.

Section 4. Any covered employee may choose to waive medical insurance coverage with the Village if they can show proof of similar or better coverage. Any employee waiving the Village insurance plan shall receive on a quarterly basis a payment equal to Six Hundred Dollars (\$600). If during the course of one year the employee's dependent status changes, the employee's reimbursement will be computed on the basis of the changed status. Any employee waiving coverage must sign a statement that she/he understands that re-entering the group may be done only during the month indicated by the carrier each year; that the Village is under obligation to provide insurance in accordance with this Labor Agreement only; and should the employee withdraw from the plan and should the carrier refuse to permit an employee to re-enter the plan, the Village is not obligated to provide any health insurance to the employee. Such statement is also to be signed by the Union Steward or Alternate Steward and will become a permanent part of the employee's personnel file.

Section 5. The Employer agrees to create a Labor/Management Committee to explore all avenues of insurance.

ARTICLE 27

OPTICAL AND DENTAL INSURANCE

Section 1. The Employer shall provide the Blue Cross Blue Shield optical rider, BCBS VC A80 to each seniority employee and their dependents.

Section 2. The Employer shall provide the Blue Cross Blue Shield dental rider, BCBS option 2 to each seniority employee and their dependents.

ARTICLE 28

COURT AND FUNERAL LEAVE DAYS

Section 1. Any employee who is subpoenaed as the result of a job related accident or is involved in a job related accident who must attend Court shall suffer no loss of pay. The Employer shall pay an employee who serves on a jury the difference between the employee's regular wage and the per diem received for the jury duty.

Section 2. Employees will be paid five (5) days absence in the case of a death in the immediate family. Immediate family means FATHER MOTHER, CHILD, SPOUSE, SISTER, BROTHER, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDPARENTS, GRANDCHILDREN.

Section 3. On the day of the funeral, one (1) day with pay may be granted for the in-laws of the immediate family such as BROTHER-IN-LAW, SISTER-IN-LAW, OR GRANDPARENTS-IN-LAW, a relative or individual living with the employee's household, and any fellow employee.

Section 4. If death occurs among the other relatives of an employee, the employee may be granted three (3) days without pay. Said days for funeral leave shall not be chargeable to vacation time, sick time, etc.

ARTICLE 29

RETIREMENT

Section 1. Effective July 1, 1992, the Employer will provide to all members of bargaining unit Plan B-2 with the F 55 waiver, twenty-five (25) years of service at age fifty-five (55) of the Municipal Employees Retirement System.

Section 2. Effective July 1, 1993, the Employer will modify to include Plan B-3 with the F 55 waiver, twenty-five (25) years of service at age fifty-five (55) of the Municipal Employees Retirement System.

Section 3. Effective July 1, 1996, the Employer will modify to include Benefit Program E-2 of the Municipal Employees Retirement System.

ARTICLE 30

HEALTH CARE RETIREMENT

Section 1. Effective July 1, 2002, the Employer agrees to pay fifty percent (50%) of the group rate of the then current health care program (excluding dental or optical coverage) for regular full time employees who retire with at least twenty-five (25) years continuous service and age fifty-five (55). Upon reaching Medicare eligibility age the Employer's obligation to pay toward health care shall terminate. This coverage shall include the retiree and his/her spouse on the date of retirement. Upon the death of a retiree, benefits

will continue for the surviving spouse until the date the retiree would have reached Medicare age, or unless the surviving spouse remarries.

Section 2 – Retirees must pay fifty percent (50%) of the medical coverage in advance on a quarterly basis. If payment is not received by the Village prior to the beginning of each quarter, the Village will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment has been sent by the Village shall result in the retiree being dropped from the medical coverage immediately. It is the responsibility of the retiree to insure that the Village is notified of his/her correct address at all times.

Section 3 – The Employer agrees to pay fifty percent (50%) of any change in health care rates. If there is a change in rates by the insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.

Section 4 – During all periods of time that a retiree or retiree's spouse is employed and said Employer provides health insurance coverage that is substantially equal to or better than that provided by the Village, the retiree or spouse must take said insurance coverage and the retiree and spouse shall cease to be eligible for the retiree health insurance program set forth above. The Village agrees to pay a one time incentive of Two Hundred and Fifty Dollars (\$250) upon changing insurance coverage. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Village's health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or the retiree's spouse cease to be covered by

health insurance from an outside source, they shall again be eligible for the retiree health insurance program set forth above.

Section 5. - The Employer agrees to provide five (5) years of retiree health care in accordance with Section 2 and 3 above to Gail Kernen and Ralph Spencely providing they retire after reaching 25 years of service regardless of age.

ARTICLE 31

WAGES

Section 1. All unlicensed employees at the Wastewater Treatment Plan must be given the opportunity to write for a "D" license a minimum of two (2) times as the State mandates the qualifications for writing the exam. Any new employee must attain a "D" license or they are subject to termination without recourse.

Section 2:

- a. The salary for new hires, shall be reflected in Appendix A.
- b. On the hiring of a new employee to fill vacancies or a new position the current bargaining unit employee shall be given the first opportunity to bid for the position, provided the employee meets the qualification. If no employee bids or is qualified, the Employer may hire the new employee into whatever step the new hire is qualified for.
- c. Current bargaining unit employees who bid for a position and whose current hourly or salary rate is higher than the present rate of the classification of the job opening, such employee shall continue at his/her current rate until the new contract rates reach parity through negotiations.

Section 3. The Village may employ seasonal or part time employees so long as such hiring will not result in the layoff of any regular members of the bargaining unit.

Section 4. Base pay rates shall be as shown in Appendix A.

ARTICLE 32

UNIFORMS

Section 1. The Employer shall pay the full cost and furnish the employees covered under this agreement, except for the clerical, eleven (11) sets of uniforms annually with maintenance and cleaning on a weekly basis. The uniform shall include a jacket.

Uniforms are mandatory for all employees issued a uniform.

Section 2. The Employer shall provide each mechanic covered under this Agreement with one set of coveralls on a weekly basis.

Section 3. The Employer agrees to pay employees of the DPW and WWTP the sum of one hundred dollars (\$100) on an annual basis for the purchase of gloves, boots, and winter clothing. Payment will be made by November 1st of each year.

ARTICLE 33

LICENSE FEES

Section 1. MECHANIC – Annual renewal license will be paid for by the Employer.

Section 2. CDL – Renewals will be paid by the Employer upon request of the employee.

ARTICLE 34

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire

Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 35

WAIVER CLAUSE

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subjects or matters not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

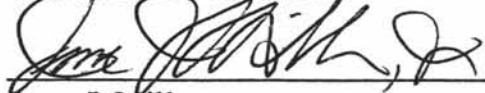
ARTICLE 36

TERMINATION

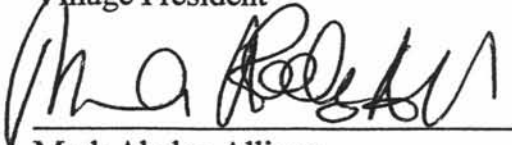
Section 1. This Agreement shall be effective as of July 1, 1999 and shall remain in full force and effect through June 30, 2003. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided in the manner set forth above.

IN WITNESS WHEREOF, the parties have set their hands this 28th day of August, 2000.

VILLAGE OF HOLLY

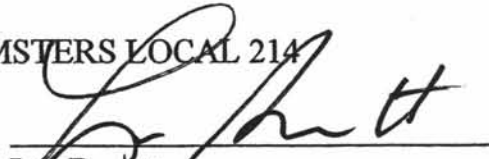


Jesse J. Miller
Village President



Mark Abeles-Allison
Village Manager

TEAMSTERS LOCAL 214



Les Barrett
Business Representative



Marv Swanson
Steward



Mary Cain
Steward



Ross Pearson
Bargaining Team Member

Dated: August 28, 2000

Dated: August 28, 2000

**APPENDIX A
WAGE SCHEDULES**

	Retroactive Effective 7/1/99	Effective 7/1/00	Effective 7/1/01	Effective 7/1/02
Class A Operator				
Start	11.35	11.78	12.31	12.86
1 Year	12.53	12.96	13.49	14.04
2 Years	13.71	14.14	14.67	15.22
3 Years	14.89	15.32	15.85	16.40
4 Years	16.06	16.49	17.02	17.57
Class B Operator				
Start	11.35	11.78	12.31	12.86
1 Year	12.35	12.78	13.31	13.86
2 Years	13.65	14.08	14.61	15.16
3 Years	14.35	14.78	15.31	15.86
4 Years	15.35	15.78	16.31	16.86
Mechanic				
Start	11.35	11.78	12.31	12.86
1 Year	12.53	12.96	13.49	14.04
2 Years	13.71	14.14	14.67	15.22
3 Years	14.89	15.32	15.85	16.40
4 Years	16.06	16.49	17.02	17.57
Deputy Sexton				
Start	11.35	11.78	12.31	12.86
1 Year	12.21	12.64	13.17	13.72
2 Years	13.16	13.59	14.12	14.67
3 Years	14.06	14.49	15.02	15.57
4 Years	14.96	15.39	15.92	16.47

	Retroactive Effective 7/1/99	Effective 7/1/00	Effective 7/1/01	Effective 7/1/02
Skilled Labor				
Start	11.35	11.78	12.31	12.86
1 Year	12.04	12.47	13.00	13.55
2 Years	12.73	13.16	13.69	14.24
3 Years	13.42	13.85	14.38	14.93
4 Years	14.11	14.54	15.07	15.62
Sr. Operator Water				
Start	11.35	11.78	12.31	12.86
1 Year	12.24	12.82	13.49	14.04
2 Years	13.12	13.85	14.67	15.22
3 Years	14.01	14.88	15.85	16.40
4 Years	14.89	15.91	17.02	17.57
Operator Water				
Start	11.35	11.78	12.31	12.86
1 Year	12.08	12.65	13.31	13.86
2 Years	12.82	13.67	14.61	15.16
3 Years	13.55	14.38	15.31	15.86
4 Years	14.28	15.25	16.31	16.86
Sr. Operator WWTP				
Start	11.35	11.78	12.31	12.86
1 Year	12.24	12.82	13.49	14.04
2 Years	13.12	13.85	14.67	15.22
3 Years	14.01	14.88	15.85	16.40
4 Years	14.89	15.91	17.02	17.57
Operator WWTP				
Start	11.35	11.78	12.31	12.86
1 Year	12.08	12.65	13.31	13.86
2 Years	12.82	13.67	14.61	15.16
3 Years	13.55	14.38	15.31	15.86
4 Years	14.28	15.25	16.31	16.86

	Retroactive Effective 7/1/99	Effective 7/1/00	Effective 7/1/01	Effective 7/1/02
Skilled Labor WWTP				
Start	11.35	11.78	12.31	12.86
1 Year	12.04	12.47	13.00	13.55
2 Years	12.73	13.16	13.69	14.24
3 Years	13.42	13.85	14.38	14.93
4 Years	14.11	14.54	15.07	15.62
Account Clerk Deputy Clerk Treasurer				
Start	11.35	11.78	12.31	12.86
1 Year	11.91	12.34	12.87	13.42
2 Years	12.46	12.89	13.42	13.97
3 Years	13.02	13.45	13.98	14.53
4 Years	13.58	14.01	14.54	15.09
Receptionist Clerk				
Start	11.35	11.78	12.31	12.86
1 Year	11.76	12.19	12.72	13.27
2 Years	12.18	12.61	13.14	13.69
3 Years	12.59	13.02	13.55	14.10
4 Years	13.00	13.43	13.96	14.51
Code Compliance Officer				
Start	11.35	11.78	12.31	12.86
1 Year	12.13	12.56	13.09	13.64
2 Years	12.91	13.34	13.87	14.42
3 Years	13.68	14.11	14.64	15.19
4 Years	14.46	14.89	15.42	15.97

Faye Hollands and Barbara Cone to be moved to the maximum rate in their classifications effective July 1, 1999.

Ralph Spensley (Mechanic) to be moved to the maximum rate in the classification effective July 1, 1999.

APPENDIX B

Date: _____

INSURANCE REIMBURSEMENT

Pursuant to Article 26 – Life Insurance and Hospitalization – Section 4 of the Agreement between the Village of Holly and Teamsters Local 214.

Any covered employee may choose to waive medical insurance coverage with the Village if they can show proof of similar or better coverage. Any employee waiving the Village insurance plan shall receive on a quarterly basis a payment equal to Six Hundred Dollars (\$600). Any employee waiving coverage must sign a statement that she/he understands that re-entering the group may be done only during the month indicated by the carrier each year; that the Village is under obligation to provide insurance in accordance with this Labor Agreement only; and should the employee withdraw from the plan and should the carrier refuse to permit an employee to re-enter the plan, the Village is not obligated to provide any health insurance to the employee. Such statement is also to be signed by the Union Steward or Alternate Steward and will become a permanent part of the employee's personnel file.

Employee: _____ Social Security No: _____

Address: _____

Status: _____ Single: _____ Married: _____ Married With Dependents

Rate for Status Indicated on this Date: \$ _____

Insurance Carrier: _____

Address: _____

Account No: _____

Steward/Alternate

Signature of Employee

