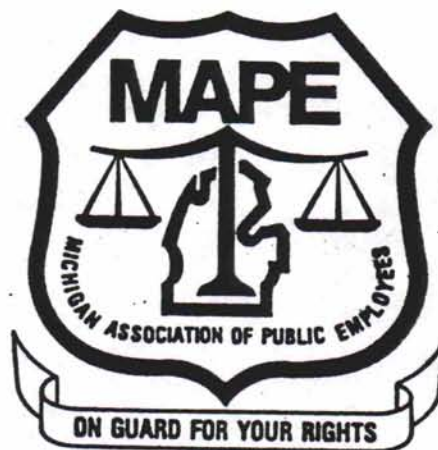


6/30/94

AGREEMENT
BETWEEN
VILLAGE OF CAPAC, MICHIGAN
AND
MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

Capac, Village of



JULY 1, 1991 -- JUNE 30, 1994

ARTICLE I
AGREEMENT

1.1 This Agreement is made and entered into between the Village of Capac, Michigan, hereinafter referred to as the "Employer" or the "Village," and the Michigan Association of Public Employees (MAPE), hereinafter referred to as the "Union" or the "Association."

1.2 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the employees, and the Union.

1.3 The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in providing proper services to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives and among all employees.

ARTICLE II
RECOGNITION

2.1 In accordance with the provisions of the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, the Village hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, with respect to wages, hours, and other terms and conditions of employment, of all employees of the Village of Capac DPW in the bargaining unit described as follows:

All full time and part time DPW Equipment Operators, DPW Laborers and Clerical employees of the Village. But excluding: All supervisory, confidential and all other employees.

2.2 While the Union represents probationary employees, the parties mutually agree that any probationary employee may be discharged or disciplined without recourse to the grievance procedure.

2.3 New, full time, employees shall be considered probationary until they have successfully completed the Michigan Department of Health D-3 and S-3 certifications or their equivalent and the Michigan Department of Natural Resources classification "D" certification or it's equivalent, or one (1) year, whichever is later. New full time DPW employees may have up to 4,160 hours of employment to complete their certifications. New, part-time, DPW employees shall be considered probationary until they have worked at least 2,080 hours.

2.4 New clerical employees shall be considered probationary until they have worked at least 2,080 hours.

ARTICLE III UNION RIGHTS AND RESPONSIBILITIES

3.1 The members of the bargaining unit shall be represented by a steward or stewards whose names shall be forwarded in writing to the Village by the Union who shall also notify the Village in writing of any change of the steward.

3.2 The steward shall be permitted to confer with the Employer for the purposes of collective bargaining negotiations and the presentation of grievances in accordance with the grievance procedure contained in this Agreement during scheduled working hours without loss of time or pay.

3.3 Authorized representatives of the Union shall be permitted to visit the premises of the Employer and confer with members of the bargaining unit during working hours concerning matters covered by this Agreement, providing such discussion does not interfere with the proper performance of the members' duties or with the operation of the Village.

3.4 Special conferences on important matters will be arranged between the Union and the Village President or their designated representatives, upon the written request of either party. Arrangements for such special conference shall be made in advance, and an agenda of the matters to be discussed at the conference shall be presented at the time the conference is requested.

3.5 The Union and each member of the bargaining unit agree that there shall be no strikes, work stoppages, slowdowns, or other interference with the operations of the Employer. In the event of such interruption or curtailment, after written notice from the Village, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement, and that they may be disciplined up to and including discharge for dereliction of duty; and, the Union shall instruct all persons to immediately cease such conduct.

3.6 The Employer agrees that there will be no lockout of employees at any time.

ARTICLE IV
MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.1 The Union recognizes the prerogatives of the Village to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.

4.2 The Village has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the Village. The Village has the right to determine the methods and processes by which such work is to be performed and to solely determine if such work is to be performed. The Village has the right to layoff personnel and to contract or subcontract all or part of the work in order to reduce operating costs or due to a lack of work or funds.

4.3 The Village has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.

4.4 The Village shall retain as management rights any and all powers regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this Agreement.

4.5 The Village has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The Village has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

ARTICLE V UNION SECURITY

5.1 Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

5.2 The Village agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Village provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement.

5.3 Any employee of the Village covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he or she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the Village from the Union unless otherwise notified by the Union in

writing within said thirty (30) days and provided that the Union shall release the Village from fulfilling the obligation to discharge if during such 30-day period, the employee pays the membership dues or service fee in accordance with this Agreement.

5.4 The Village agrees to deduct from the wages of an employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Village, provided that said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force during the period of this Agreement.

5.5 All Union membership dues and service fees will be authorized, levied and certified in accordance with the By-laws of the Union. Each employee and the Union hereby authorize the Village to rely upon and to honor certification by the Michigan Association of Public Employees or its agent regarding the specific dollar amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and service fees, which dues and service fees shall be sent to the Michigan Association of Public Employees, 24300 Southfield Road, Suite 100, Southfield, MI 48075. The amounts of dues and service fees deducted shall be expressed in terms of specific dollars and cents to be deducted from the first pay of each month provided the employee receives pay on a given pay date. The amounts to be deducted shall not be changed by the Union more often than once per year.

5.6 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 provision.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 A grievance is an alleged violation of a specific provision of this Agreement.

6.2 All grievances shall be processed strictly in accordance with the following steps:

- A. Step 1 - Oral. An employee who believes that he or she is aggrieved shall discuss the matter with the employee's immediate supervisor, with or without the presence of a steward. The parties shall discuss the matter and shall make every effort to reach a mutually satisfactory settlement.
- B. Step 2 - Written. If the matter is not satisfactorily settled by oral discussion at Step 1, the aggrieved employee(s) shall refer the matter to the steward who may submit a written grievance to the Village President. Such written grievance must:
1. be signed by the employee(s) involved and by the steward;
 2. be dated and submitted within ten (10) working days of the incident or occurrence giving rise to the grievance, or ten (10) working days from the time the employee could have become aware of the incident;
 3. contain a complete statement of the facts giving rise to the grievance;
 4. identify the specific provisions of this Agreement that are alleged to have been violated; and
 5. specify the remedy desired by the Union.

Upon receipt of the written grievance, the Village President, or his or her designee, shall sign and date the grievance indicating he or she has received it, and may meet with the steward and the aggrieved employee within five (5) working days to discuss

the grievance. Within ten (10) working days of receipt of the grievance, the Village President, or his or her designee, shall submit his or her written response to the grievance to the steward.

- C Step 3 - Arbitration. If the grievance is not satisfactorily resolved at Step 2, the Michigan Association of Public Employees (MAPE), or its designee, may submit it to arbitration by giving written notice of intent to arbitrate to the Village President within twenty (20) working days of the date of the written response to the grievance by the Village President at Step 2.

The Union or its designee, and the Village President, or the Village's designee, shall meet to discuss the grievance and the facts relative to the grievance. Each party shall fully disclose at this meeting all facts and evidence it intends to present to the arbitrator. Facts and evidence not so disclosed shall not be admissible in the arbitration hearing. If the matter remains unresolved after such full disclosure, the parties shall also attempt to mutually select an arbitrator. If they are unable to agree upon an impartial arbitrator within seven (7) working days of completion of this meeting, the Union may submit the grievance to the Federal Mediation and Conciliation Service which shall select an arbitrator in accordance with its rules. The arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Service and subject to the restrictions and provisions of this Agreement. The arbitrator shall limit his or her

decision to the strict interpretation, application or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
2. limiting or interfering with, in any way, the powers and duties of the Village of Capac under its Charter or applicable law;
3. changing, altering, or modifying any practice, policy, or rule presently or in the future established by the Village so long as such practice, policy or rule does not conflict with the express terms of this Agreement;
4. establishing or changing wage scales or rates or economic benefits; or
5. granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to its date of termination.

The Village in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his or her pay, an adjustment may be covered by such pay, if the employee files his or her grievance within ten (10) working days after receipt of such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he or she may have earned from

personal services from any source during the period in question or from unemployment compensation benefits. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

In the event a case is appealed to the arbitrator and he or she finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay any expenses of, witnesses who are called by them. Pay for lost time for any employees in the bargaining unit shall not apply to their participation in arbitration cases, provided that the Village shall release employees from work, without pay, to participate in arbitration cases provided that at least forty-eight (48) hours notice is given and provided such release does not adversely affect the operations of the Village.

The decision of the arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the Village and there shall be no appeal from the decision of the arbitrator if made in accordance with the jurisdiction and authority under this Agreement.

6.3 The parties may, by written mutual agreement, waive time limits or grievance steps in any instance. Grievances not appealed in writing to the next step within the prescribed time limits shall be considered settled on the basis of the Employer's last decision.

6.4 Grievances not answered at any step by the Employer with the prescribed time limits may be advanced to the next step of the grievance procedure.

ARTICLE VII
EXTENT OF AGREEMENT

7.1 The parties agree that this Agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the Village for the life of this Agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject or matter referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

7.2 The parties may, by written mutual agreement, amend, modify, or add to this Agreement.

ARTICLE VIII
SEPARABILITY AND SAVINGS CLAUSE

8.1 If any article or section of this contract, or any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

8.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE IX CLOTHING ALLOWANCE

9.1 All full time employees in the DPW will receive a clothing allowance of Four Hundred (\$400.00) Dollars per year, payable quarterly. These payments shall be made no later than January 1st, April 1st, July 1st. and October 1st of each year. Clerical employees, who are required by the Village to wear a specific uniform to work, shall receive an annual clothing allowance of Three Hundred (\$300.00) Dollars.

9.2 Part time employees in the DPW shall be paid Twenty-five (\$25.00) Dollars of such allowance during September when the full-time employees receive their first quarterly payment and shall be paid the remaining One Hundred (\$100.00) Dollars of such allowance at such time as they may complete working four hundred (400) hours during the fiscal year.

9.3 The Employer may require employees in the DPW to wear a work uniform; the style color amounts and fabrics of such uniforms are to be as agreed upon between the Employer and the Union. The expense for the first complete set of such uniforms shall be shared equally by the Employer and employee. A set of uniforms shall consist of the following: (five [5] of each of the following) pants, short-sleeved shirts, long-sleeved shirts, one (1) winter coat, and one (1) spring coat. Replacement and maintenance of such uniform shall be the responsibility of each employee.

9.4 Employee Personal Property Protection. An employee's personal property that is property at the work site, which is damaged or destroyed while the employee is engaged in performing assigned duties, may be repaired or replaced as needed, at the Employer's expense, upon recommendation of the Department Head and approval by the Village Council.

ARTICLE X PENSIONS

10.1 The Village will provide to all full time employees the MERS Plan C1-New which provides a pension calculation formula of 1.5% of the members final average compensation multiplied by years and months of service.

10.2 Effective July 1, 1991, the Employer agrees to purchase the optional waiver "F-55, 25" from the Municipal Employees' Retirement System/MERS at no cost to the employees.

ARTICLE XI SICK DAYS

11.1 Paid Sick Days. Annual sick leave for full time employees is twelve (12) days or ninety-six (96) hours, earned at the rate of one (1) day for each month worked. Each employee will be entitled to use up to four (4) of these days per fiscal year for personal business at times mutually agreeable between the Village and the employee.

11.2 Unused sick days may be accumulated to a maximum of seventy (70) days or five hundred sixty (560) hours.

11.3 A doctor's note may be required for any illness that is longer than three (3) days in a row. In the event an employee missed more than three (3) days in a row and fails to get a doctors note when required to do so, he or she will not be compensated by the Village.

11.4 If any employee is sick and misses a day, that employee must notify the Employer by 9:00 a.m. on the day of the illness, unless it is impossible to do so, or this requirement is waived by the Employer.

11.5 When an employee terminates his/her employment with the Village, that employee will be reimbursed Ten \$10.00 Dollars per sick day for accumulation.

11.6 Personal days cannot be accumulated. If the personal days are not used, they will remain as sick days for accumulation.

ARTICLE XII
DUTY DISABILITY BENEFITS

12.1 Employees who are disabled due to a duty-caused injury or illness shall be entitled to their worker's Compensation Benefits prescribed by law plus a supplemental benefit provided by the Village as follows:

Village-provided insurance benefits shall remain in effect for six (6) months after the employee's injury or illness.

ARTICLE XIII
HOLIDAY PAY

13.1 A full-time employee will receive pay on holidays as follows:

- A. Holiday Not Worked. For a holiday not worked, each full-time employee will receive one (1) day straight time pay.
- B. Holiday Scheduled and Worked. An employee who is scheduled to work on a holiday and who works on the holiday will receive regular pay plus straight time for all hours worked that day.
- C. Holiday Not Scheduled and Worked. An employee not scheduled to work on a holiday, who is subsequently offered and accepts the work, will receive regular pay, plus straight time for all hours worked that day.

14.1 The Village of Capac observes the following paid holidays for employees covered by this bargaining agreement:

1/2 day New Years Eve	July 4th
New Years Day	Thanksgiving Day
1/2 day Good Friday	Christmas Eve Day
Christmas Day	Memorial Day
Floating Holiday	Labor Day

14.2 Holidays will be observed on the day set by the Federal Government.

ARTICLE XV
NORMAL WORK SCHEDULES

15.1 DPW. The normal work schedule for employees in the Department of Public works shall consist of a forty (40) hour work week, eight (8) hours per day or ten (10) hours per day excluding the unpaid lunch period. Employees will receive one (1) hour unpaid lunch period, and two (2) fifteen (15) minute paid breaks, one during the first four (4) hours of the shift, the other during the last four (4) hours.

15.2 Clerical. The normal work schedule for full-time clerical employees shall consist of a forty (40) hour work week, eight (8) hours per day or ten (10) hours per day excluding the unpaid lunch period. Administrative Assistants are entitled to two (2) fifteen (15) minute breaks during their normal shift, and a one-half hour, unpaid, lunch period. The employee, with the permission of the supervisor, may combine the fifteen (15) minute breaks with their half-hour lunch period.

ARTICLE XVI
WORK OUT OF CLASSIFICATION

16.1 Whenever the Equipment Operator II / Laborer is specifically assigned by the Village President, or his designee, to assume the duties and responsibilities of the DPW Superintendent in instances where the DPW Superintendent is away from work for periods of one (1) week or more, the Equipment Operator shall receive the pay of DPW Superintendent.

ARTICLE XVII
OVERTIME AND CALL IN

17.1 Overtime is defined as time actually worked in excess of forty (40) hours in one (1) week, or in excess of eight (8) hours in one (1) day, or ten (10) hours in one day, depending on the employee's normally scheduled shift. Overtime shall be compensated either in pay at the rate of time-and-one-half the employee's basic

regular hourly rate or in compensatory time at time-and-one-half the overtime hours worked, at the option of the employee.

17.2 An employee may not accumulate more than forty (40) hours of compensatory time off. Compensatory time off may be used by an employee at times mutually agreed upon between the employee and the Employer, but in no case shall compensatory time be used more than two (2) consecutive days in any one (1) pay period.

17.3 An employee who is called into work shall be guaranteed a minimum of two (2) hours of work, which may be paid at the rate of time-and-one-half if in accordance with Section 17.1 of this Article.

17.4 Unscheduled overtime work opportunities, except overtime that is incidental in connection with a regular shift, shall be offered equally, over the period of each fiscal year, to full time employees, and then to part time employees.

17.5 Any regular shift that commences within four (4) hours of the time that employees were last relieved of duty shall be paid at the rate of time-and-one-half. Regular shift times shall not be changed to avoid payment of time-and-one-half under this Section, without the concurrence of the employee.

17.6 Overtime may be mandated to employees based upon meeting Departmental needs as determined by department supervisors.

ARTICLE XVIII
SENIORITY, LAYOFFS, AND RECALL

18.1 Seniority is hereby defined as the length of continuous service as a full time employee with the Village of Capac.

18.2 Part-time employees will have no seniority except in the part-time service.

18.3 Part-time employees hired into full time status shall have seniority based on the date of last hire as a full time employee.

18.4 An employee will lose his or her seniority for the following reasons only:

- A. He or she quits or retires.
- B. He or she is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- C. He or she is absent for three (3) or more consecutive working days without notifying the Employer. Exceptions may be made at the discretion of the Employer.
- D. He or she does not return from layoff as set forth in the Recall Procedure, or from leave of absence or other authorized absence within three (3) working days of the date the leave or authorized absence has ended.
- E. He or she is laid off for a period exceeding two (2) years or a period of time equal to the employee's length of service, whichever is less.

18.5 Layoff means a reduction in the work force. Members of the bargaining unit shall be laid off in inverse order of their seniority. After being laid off, employees' names shall be listed on a recall list in the inverse order of their layoff. Employees shall remain on the recall list for a period of two (2) years or a period equal to their seniority when laid off, whichever is less. Employees to be laid off shall receive a seven (7) calendar day prior written notice of such layoff.

18.6 When employees are to be recalled from layoff, they shall be recalled in order from the recall list. No new employees may be hired into the bargaining unit while any names remain on the recall list. Notice of recall shall be sent to the employee at his or her last known address by "Registered" or "Certified" mail. If a recalled employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered to have resigned. In proper cases, the Employer, at its discretion, may extend this ten (10) day limit.

ARTICLE XIX
PART TIME EMPLOYEES

19.1 Part Time Employee's Benefits.

- A. A part time employee, who works a holiday, shall be paid at the rate of double time his or her straight time rate for all hours worked on the holiday.
- B. A part time employee shall be paid at the rate of time-and-one-half his or her straight time rate for all hours worked over eight (8) hours in one (1) day or ten (10) hours in one (1) day depending on the part-time employee's normal work schedule.

19.2 Part Time Employees Hiring Preference. In the event the Village determines that it will hire a full time employee, it shall post the vacancy for a period of at least two (2) weeks to enable the part time employees to apply. Part time employees who apply for the full time position shall be considered for the position before the Village fills the vacancy.

19.3 It is understood that the Employer shall not use part-time help while regular employees are on lay-off, unless the regular employees are offered the part time hours.

- A. A part-time employee is one who works less than forty (40) hours per week.

B. The Employer shall not use part-time employees to avoid using full-time employees.

C. Management will decide what training to give the part-time employees.

D. Part-time employees will have no seniority among full-time employees, but will accrue seniority among part-time employees.

E. The Employer may use a part-time employee to replace a full-time employee only in the following situations:

- | | |
|-----------------------|-----------------------------|
| 1. Disciplinary Leave | 5. Military Leave |
| 2. Medical Leave | 6. Leave for Union Business |
| 3. Maternity Leave | 7. Bereavement Leave |
| 4. Personal Leave | 8. Vacations |

F. Employees resigning with less than two weeks notice may be replaced by a part-time employee until a full time employee is hired.

ARTICLE XX
FUNERAL LEAVE

20.1 In the event that a death or serious illness should result in his or her immediate family, any full time employee shall be granted a leave of absence of three (3), eight (8) hour days with basic straight time pay for regular workdays. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, grandfather, grandmother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandchild, or any other family members living in his or her home at the time of death or illness. Step-parents and step-children shall also be included.

20.2 If a more distant relative should die, any full time employee shall be granted a one (1), eight (8) hour, funeral leave day at the regular straight time pay. A distant relation shall be defined as an aunt, uncle or cousin.

20.3 In addition, extra time may be granted by the Employer for extenuating circumstances. If the funeral is out of state, the employee may take vacation, personal business days, comp time or unpaid leave with the approval of the Employer.

ARTICLE XXI TRAINING AND SEMINARS

21.1 When an employee attends approved conferences, seminars, or training during the regularly scheduled work day, the employee will be compensated at his/her regular daily rate of pay. No overtime will be paid. The fees and expenses will be paid by the Employer providing that the employee successfully completes such conference, seminar or training. Meals during such activities, and any mileage to and from such activities in non-Village vehicles will be paid by the Employer.

21.2 When an employee attends approved conferences, seminars or training, after normal working hours, there will be no hourly compensation or overtime paid. The fees and expenses will be paid by the Employer providing that the employee successfully completes such conference, seminar or training. Meals during such activities and any mileage to and from such activities in non-Village vehicles will be paid by the Employer.

21.3 When an employee is required to attend any conference, seminar or training by the Employer, he/she will be paid at his/her regular hourly rate of pay. No overtime will be paid. The fees and expenses will be paid by the Employer providing that the Employee successfully completes such conference, seminar or training. Meals during such activities and any mileage to and from such activities in non-Village vehicles will be paid by the Employer.

21.4 All conferences, seminars and training must be authorized by the Employer. The Employer will pre-pay fees and if possible expenses for such activities. The Employee will reimburse the Employer any pre-paid fees and expenses paid by the Employer for any conference, seminar or training which was not successfully completed by the employee through his or her own fault.

ARTICLE XXII MILEAGE

22.1 In the event an employee must use his or her own personal vehicle for a seminar, meeting or valid Village business, the employee will be compensated at twenty-one (\$.21) cents per mile. All compensation must be validated and approved by the employer.

ARTICLE XXIII INSURANCE

23.1 Health and Accident Insurance. Health and Accident Insurance, BC/BS MVF-1, will continue to be provided to all full-time employees, including, but not restricted to, Master Medical, Prescriptions - Two (\$2.00) Dollar charge, and dental coverage. Dependent coverage for all married full-time employees is also provided.

23.2 Health Insurance Bonus. Effective upon ratification of this Bargaining Agreement, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses not to join the Employer-sponsored health care plan, and whose spouse has coverage provided by the Village of Capac or another employer, shall be paid One Thousand (\$1,000) Dollars each year for every year the spouse has coverage. Payments of Five Hundred (\$500.00) Dollars will be made semi-annually, in July and in December, to each employee who has not been on any Employer-sponsored health care program for six (6) months, except that payments will be prorated to meet the dates the employee first participates and/or ends participation in the program.

Employees shall be required to show annual proof that a spouse has health care coverage that includes the employee before said employee will be declared eligible to receive the one thousand (\$1,000.) dollar annual payment.

23.3 Re-Enrollment Protection. Employees, whose spouse's health care plan ceases to cover the employee, shall be allowed to enroll in the Employer - Sponsored health care plan by showing proof that the spouse's coverage has ceased. In such cases, the employee shall be allowed to enroll in the Employer - sponsored plan immediately, subject to the health insurance carrier's implementation.

23.4 Life Insurance. Life Insurance will continue to be provided for all full time employees in the amount of Ten Thousand (\$10,000.00) Dollars coverage. In addition, the Employer agrees to contribute Three (\$3.00) Dollars per month per each employee for MAPE-administered life insurance through Security Mutual Life Insurance Company. The insurance provides Twelve Thousand, Five Hundred (\$12,500.00) Dollars coverage for each eligible employee; One Thousand, Five Hundred (\$1,500.00) Dollars for each such employee's spouse; and One Thousand, Five Hundred (\$1,500.00) Dollars for each such eligible employee's dependent child. In no event shall the employer's contribution to such insurance exceed Three (\$3.00) Dollars per month per eligible employee during the life of this Agreement.

ARTICLE XXIV BULLETIN BOARDS

24.1 It is agreed that the Union may share the use of the bulletin board for the posting of official Union notices.

ARTICLE XXV
MAINTENANCE OF BENEFITS

25.1 Other benefits and personnel provisions shall be in accordance with the Village of Capac Employee's Handbook adopted by the Village Council which are hereby incorporated into this agreement by reference and made a part hereof.

ARTICLE XXVI
VACATIONS

26.1 Village of Capac full time employees with one (1) or more years of seniority will be entitled to the following paid vacations:

- A. After one (1) year, an employee receives one (1) week, forty (40) hours.
- B. After two (2) years an employee receives two (2) weeks, eighty (80) hours.
- C. After five (5) years an employee receives three (3) weeks, one hundred twenty (120) hours.
- D. After ten (10) years an employee gets four (4) weeks, one hundred sixty (160) hours.

26.2 The following rules pertaining to vacation will be adhered to:

- A. The Village shall post vacation schedules and request employees to turn in their vacation preferences by January 1st of each year; and vacations shall be scheduled, with the most senior employee having the first preference on vacations, all in keeping with the needs of the department. Requests for vacation time received after January 1st of each year shall be honored in the order received, regardless of seniority, subject to

availability of requested dates as determined by departmental manpower needs. The vacation schedule, as prepared in conformance with this Section, shall be posted as soon after January 1st as possible, and shall be updated on a continual basis, and kept in a conspicuous place so it will be available for reference by all employees.

- B. At the January vacation scheduling period, employees may only choose two (2) weeks of their available vacation until every employee has had a chance to choose. Employees may select their remaining vacation during a second selection round or after the January selection dates in accordance with Section 24.2.
- C. No more than one (1) employee will be allowed on vacation at any one time except with permission from the Employer.
- D. All vacation must be approved by the employee's immediate supervisor.
- E. Vacation time cannot be accumulated. It must be taken within the twelve (12) month period after it is earned.
- F. Paid holidays falling within a scheduled vacation period will not be charged against earned vacation.
- G. Any employee who voluntarily resigns will be paid at his/her current straight time rate for all accumulated vacation time provided the employee gives the Employer at least two (2) weeks' notice of resignation. Any employee who resigns or is terminated will have earned vacation computed from his/her date of employment month to his/her termination date.

- H. An employee must work his/her regularly-scheduled work day prior to his/her regular work day following the vacation unless the absence is excused by the Employer.
- I. An employee shall receive his/her vacation pay on the payday preceding the employee's vacation provided two weeks' written notice is given to the Village requesting such pay.
- J. Once vacation time off has been approved, such approval shall not be revoked except for emergency conditions.
- K. Vacation time must be applied for in advance via the form from the Employer or with permission of the Employer.
- L. Part-time employees are not eligible for vacation time.
- M. Unpaid Leaves of Absence. The Employer may, at its discretion, grant unpaid leaves of absence to full time employees for periods of up to one (1) year.

ARTICLE XXVII
WAGES

27.1 Employees covered by this Agreement shall be paid the following hourly rates of pay:

Full time Dept. of Public Works Laborer/Equipment Operator I

1991	-	4%	July 1, 1991	\$9.15
1992	-	3%	July 1, 1992	\$9.42
1993	-	3%	July 1, 1993	\$9.70

Full time Dept. of Public Works Laborer/Equipment Operator II

1991	-	4%	July 1, 1991	\$10.60
1992	-	3%	July 1, 1992	\$10.91
1993	-	3%	July 1, 1993	\$11.23

Full Time Administrative Assistant

1991	-	4%	July 1, 1991	\$8.32
1992	-	3%	July 1, 1992	\$8.57
1993	-	3%	July 1, 1993	\$8.83

New Hire - Full Time (rate per hour)

(Effective 11-01-90)

	Start	07-01-91	07-01-92	07-01-93
0 to 90 Days	\$6.00	\$6.25	\$6.50	\$6.75
90 to 365 Days	10% Increase	10% Increase	10% Increase	10% Increase
366 Days to 2 Years	10% Increase	10% Increase	10% Increase	10% Increase
2 Years and Over	Top Pay for Class	Top Pay for Class	Top Pay for Class	Top Pay for Class

Full time employees may be inserted into the appropriate step of the above Wage Schedule, at any time, if qualified, and at the sole discretion of the Employer.

27.1 Part-time employees covered by this Agreement shall be paid the following hourly rates of pay:

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
\$5.00	\$5.50	\$6.00	\$6.50

A part-time employee may be inserted into the appropriate step of the above Wage Schedule, at any time, at the sole discretion of the Employer.

ARTICLE XXVIII
DPW SUPERINTENDENT VACANCY

28.1 It is agreed that, if the position of Superintendent of the Department of Public Works becomes vacant, the most senior Equipment Operator shall be promoted, if qualified, to Superintendent of Public Works at the sole discretion of the Employer.

ARTICLE XXIX
TERMINATION OF AGREEMENT

29.1 This Agreement shall be in full force and effect from July 1, 1991 to and including June 30, 1994 and shall continue in full force and effect until a ten (10) day written notice of desire to cancel for terminate the Agreement is served by either party upon the other.

29.2 Either party may serve upon the other a notice, at least sixty (60) days prior to July 1, 1994, advising that such party desires to modify this Agreement.

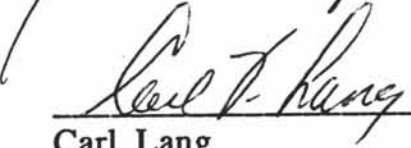
29.3 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement, unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their
signatures this 12th day of September 1991.

VILLAGE OF CAPAC:

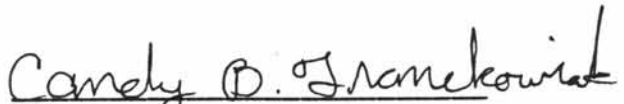


Gerald Schwartzkopf
Village President

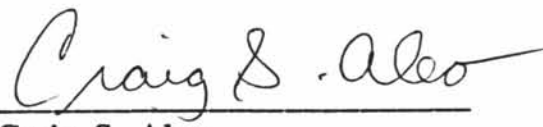


Carl Lang
Village Clerk

MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES:



Candy B. Franchowiak
President



Craig S. Aleo
Labor Relations Specialist