

2/28/97

AGREEMENT

BETWEEN

VILLAGE OF CHELSEA



-and-

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Chelsea, Village of



Effective March 1, 1994 through February 28, 1997



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PREAMBLE

THIS AGREEMENT, entered into on this 12 day of May, 1994, between the Village of Chelsea, Michigan, hereinafter referred to as the "Village", and the Teamsters State, County and Municipal Workers Local 214, hereinafter referred to as the "Union".

WHEREFORE, the parties recognize that the interests of the community and the job security of the employees depend upon the Village's success in establishing proper service to the public; and

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations; and

WHEREAS, the parties recognize the Village has obligations to the citizens and the taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public; and

WHEREAS, the Village and Union have bargaining collectively in accordance with Act 379 of the Public Acts of 1965, as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit as defined herein; and

WHEREAS, the Village and the Union now desire to execute a written agreement which incorporates their agreements;

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
RECOGNITION

SECTION A

The Village hereby recognizes the Union as the exclusive bargaining agent to the extent required under Act 379, for a unit consisting of:

ALL FULL-TIME EMPLOYEES OF THE VILLAGE OF CHELSEA; excluding the Village Manager, Assistant Village Manager, Administrative Assistant, Supervisors (Wastewater Plant Superintendent and Assistant Superintendent, Electric Superintendent, Water Superintendent, Department of Public Works Superintendent, and Solid Waste Facility Superintendent), one Confidential employee (Administrative Secretary), Police Department employees, Janitor, and temporary, part-time and seasonal employees.

SECTION B

For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section A. Reference to the male gender shall include the female gender unless otherwise indicated.

SECTION C

For the purpose of this Agreement, the term "full-time" shall refer to all employees who are regularly scheduled to work at least thirty (30) hours per week.

For purposes of this Agreement, the term "part-time" shall refer to employees who are regularly scheduled to work less than thirty (30) hours per week on a continuing basis throughout the year. The term "temporary" shall refer to employees who work an irregular schedule of not over thirty (30) hours per week or are hired for a specific project which is not expected to exceed sixty (60) working days duration. The term "seasonal" shall refer to employees who work only during that part of the year when additional labor is required to complete seasonal tasks.

SECTION D

Pursuant to the Public Employment Relations Act, the Village hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its employees in the appropriate unit set forth above, with respect to wages, hours and other terms and conditions of employment. The Village further agrees that it will not recognize, deal with, or enter into contractual relations, either

written or oral, with any labor organization, agency, committee, or group in regard to wages, hours and other terms and conditions of employment, on behalf of any of its employees coming within the meaning of this Agreement at any time during the term of this Agreement; provided, that any individual employee at any time may present grievances to the Village and have said grievances adjusted, without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustments.

ARTICLE II
MANAGEMENT RIGHTS AND
RESPONSIBILITIES

SECTION A

The Village Council on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Village, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and layoff employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and to determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit, and to determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement. The Village reserves the foregoing rights except such as are specifically relinquished or modified by the specified terms of this Agreement.

SECTION B

It is agreed that the enumerations of management prerogatives in Section A shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the Village had prior to the signing of this Agreement are retained by the Village and remain within the rights of the Village, including, without limitation, all rights, powers and authority conferred upon and vested in it by the Village Charter, ordinances and present policies.

SECTION C

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Village policy, the operation of the Village and the direction of the employees are vested exclusively in the Village Council or in its designated representatives when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

SECTION D

It is further recognized that the Management of the Village has the right to establish reasonable rules, regulations, policies and procedures governing the discipline, duties and rules of conduct for the employees to follow.

ARTICLE III NO STRIKE CLAUSE

SECTION A

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or slow-down, concerted use of paid leave time, curtailment of work, restriction of work, or interference with the operations of the Village. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Village's operations during the life of this Agreement. The Union shall not cause, authorize, sanction, or condone, nor shall any member of the Union take part in, any picketing of the Village's buildings, offices, or premises because of a labor dispute with the Village; provided, however, this shall not be construed as restricting the Union's right to engage in lawful picketing in connection with any negotiations then in progress for a new collective bargaining agreement.

SECTION B

The Union agrees it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the Village shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition to the foregoing, and any other remedies which it may have, the Village shall have the right to obtain injunctive relief in any court of competent jurisdiction.

SECTION C

During the life of this Agreement, the Union shall not cause nor permit its members to cause nor shall any members of the Union engage in any strike or restriction of work, or refusal to perform work, because of a labor dispute between the Village, or any employer, and any other labor organization whether or not the other labor organization establishes a picket line; provided, employees shall not be required to go through a picket line where an immediate danger to their safety exists. This limitation shall also apply to any labor dispute between the Village, or any employer, and the Union.

SECTION D

The Village agrees that during the life of this Agreement it will not lock out employees.

ARTICLE IV DUES CHECKOFF AND UNION SECURITY

SECTION A

It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of this Union's costs of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All new employees covered by this Agreement who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31)

days of their date of hire, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law.

SECTION B

The representation fee referred to in Section A shall not exceed the regular monthly dues of the Union, nor shall it include any assessments and initiation fees. In the event any employee shall fail to either join the Union, or pay a lawful representation fee as provided above, and in the event regular monthly Union dues or lawful representation fees remain unpaid for a period of sixty (60) days following the date the same are due, the Union shall notify the Village Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of receipt of notification, the Village shall terminate said employee.

SECTION C

For the convenience of the Union and its members, the Village shall deduct the regular monthly dues of the Union from the pay of those employees covered by this Agreement who elect to join the Union and authorize such deduction in writing. The Village shall deduct the representation fee referred to in Sections A and B from the pay of those employees covered by this Agreement who elect not to join the Union and authorize such deduction in writing. The forms of making written authorization for the deduction of monthly dues, or representation fees, shall be provided by the Union. The written authorization shall remain in full force and effect during the period of this Agreement unless revoked by written notice given to both the Union and the Village.

SECTION D

The Union shall notify the Village, in writing, of any changes in monthly Union dues and representation fees, certified by the Union as the uniform monthly dues required of the Union members or, in the case of representation fees, a legally-permitted fee. The Village will act in accordance with such written certification.

SECTION E

Remittance to Union. All sums deducted as Union dues or representation fees shall be remitted to the Secretary/Treasurer of the Union not later than the 15th day of the calendar month in which deductions are made. The Village shall not be liable to the Union for the remittance or payment of any sum other than constituting actual employee authorized deduction from those employees covered by this Agreement. Deductions shall be made only in accordance with the provisions of the written authorization(s)

referred to in Section C, together with the provisions of this Agreement. The Village shall have no responsibility for the collection of initiation fees, assessments, or for monthly Union dues, representation fees or for any other deductions not in accordance with this Article.

SECTION F

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Village of the names of such employees following the end of each month in which the termination took place.

SECTION G

The Union shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, that may arise out of or by reason of action taken or not taken by the Village under this Article.

ARTICLE V REPRESENTATION

SECTION A

The Village recognizes the right of its employees to elect a Steward and Alternate to serve in the absence of the Steward for the purpose of handling contract grievances. The Steward (and Alternate) shall be regular seniority employees of the Village with at least one (1) year of service in the bargaining unit.

SECTION B

The Union will immediately notify the Employer in writing of the names of the Steward and Alternate, and any changes of personnel in those positions. The Village will not recognize any Steward or Alternate until such notification has been provided.

SECTION C

Neither the Union or any of its officers nor any Steward or Alternate shall advise or direct employees to disregard the non-criminal, non-life threatening orders or instructions of Management.

SECTION D

Grievances shall be handled at Step 1 of the Grievance Procedure promptly following the end of the shift unless the supervisor involved shall otherwise agree. Grievances shall be reduced to writing at Step 2 during non-working hours. Grievance meetings at Step 2 and Step 3 shall be handled during normal business hours of the Village, unless otherwise agreed. No Union activity, except as provided above in the case of grievance processing, shall be conducted on Village premises during scheduled working time; provided that an employee who has a grievance will be allowed to discuss the grievance with his Steward during working time for a reasonable period not to exceed ten (10) minutes as long as no travel is involved, the meeting does not interfere with Village operations, and prior approval has been obtained.

SECTION E

Time off from work on a normally schedule shift not to exceed three (3) days per year will be permitted for a Steward or Alternate to attend seminars and training sessions sponsored by Local 214. Stewards must apply for such leave at least two (2) weeks prior to the commencement of any seminar or session, and provide proof of attendance at such seminar or session upon return.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION A

A grievance is a claim based upon an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following procedure.

SECTION B

The Grievance Procedure shall be as follows:

STEP ONE: An employee who has a grievance shall, within five (5) working days of the time the grievance arises, or when he would have reasonably known he had a grievance, discuss the grievance with his Supervisor, with or without the presence of his Steward.

The employee shall have the right to discuss the grievance with his Steward before any discussion takes place with the Supervisor. The Supervisor shall also be afforded reasonable time to discuss the grievance with the Steward.

STEP TWO: If the grievance is not resolved in Step 1, the employee shall report the grievance to his Steward as soon as

possible if he has not already done so. The grievance shall then be reduced to writing and presented to the employee's Supervisor within five (5) working days of the Step 1 meeting. It shall: name the employee(s) involved, state the facts giving rise to the grievance, identify all of the provisions of the Agreement allegedly violated, state the contentions of the Union with respect to these provisions, state the date and any witnesses to the grievance, state the relief requested by the Union, and be signed by the employee and the Steward.

The Supervisor shall answer the written grievance within five (5) working days or he shall arrange a meeting with the grievant and the Steward. If a Step 2 meeting is held, the Village shall answer the grievance in writing no later than five (5) working days after the meeting, with a copy to the Steward.

STEP THREE: If the grievance is not resolved in Step 2, the Union may, within ten (10) working days after the answer in Step 2, submit a written appeal to the Village Manager and request a meeting between the Union Representative(s) and representatives of the Village in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written agreement of the Village and the Union. The Village Manager shall answer the grievance appeal within ten (10) working days of the Step 3 meeting.

SECTION C

Time Limits. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the Union within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by mutual written agreement, in which case the new date shall prevail. Any grievance not answered by the Village within the applicable time periods shall be automatically referred to the next Step.

For purposes of this Article and Article VII, "working days" shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION D

The Village shall not be required to pay back wages or benefits prior to twenty (20) days prior to the date a written grievance is filed. In addition:

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other earned compensation that he may have received from any source during the period of back pay.

2. No decision in any one case shall require a retro-active wage adjustment in any other case, unless such case has been designated as a "class action" grievance; provided that at least one (1) member of the group of aggrieved employees in the affected class shall be designated in the grievance.

SECTION E

Any class action grievance which has not been fully processed prior to the termination date of this Agreement and any grievance of any kind occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be a proper subject for negotiations. Unless otherwise agreed in writing, any such grievances and any grievances which arose prior to the effective date of this Agreement shall not be processed; provided, however, that grievances involving discipline and/or discharge may be processed following contract termination.

SECTION F

Any agreement reached between Management and the Union Representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION G

If an employee at any time pursues any claim or complaint involved under the Grievance Procedure before another forum established by law, such election will bar any further or subsequent proceedings for relief under the Grievance Procedure or arbitration.

ARTICLE VII ARBITRATION

SECTION A

If a grievance is not resolved in Step 3 of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of this Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Village Manager or Union Steward (and Union), as the case may be, forty-five (45) days after receipt of the Village's answer in Step 3. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the forty-five (45) day period, or if the matter is not subject to arbitration, the Village's answer shall be final and binding on the Union, the employee(s), and the Village.

SECTION B

Following receipt of the notice to arbitrate, the Union and the Village will confer to see if a mutually agreeable Arbitrator can be selected. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the Village may, within the next five (5) working days only, apply in writing to the Federal Mediation and Conciliation Service for appointment of an Arbitrator under its rules, with a copy to the other side.

SECTION C

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue (including giving both sides the opportunity to file post-hearing brief) before considering the merits of the grievance unless otherwise agreed to by the parties. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

SECTION D

Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wages.

He shall have no power to change any practice, policy, or rule of the Village, nor to substitute his judgment for that of the Village unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Village has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator shall have no power to substitute his discretion for that of the Village in cases where Village is given discretion by this Agreement.

SECTION E

At the time of the arbitration hearing, both the Village and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Village or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the Village and the Union having an opportunity

to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs.

SECTION F

The fee of the Arbitrator, his travel expense, and the cost of any room or facilities and expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. All filing fees of the Federal Mediation and Conciliation Services shall be paid by the party filing for arbitration.

SECTION G

The Arbitrator's decision, when made in accordance with his jurisdiction and authority, established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Village.

ARTICLE VIII DISCIPLINE AND DISCHARGE

SECTION A

The Village shall retain the right to establish, change, amend, and enforce reasonable rules for employees to follow, and it shall have the right to discipline, discharge, and demote employees who violate these rules.

SECTION B

After completion of the probationary period, no employee shall be disciplined or discharged without cause. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct set forth in the Personnel Rules of the Village and the Department rules; failure to abide by the contract; inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to take a medical examination; dishonesty or theft; insubordination; overt discourtesy to supervisors, visitors, or other Village employees; gross neglect of duty; failure to observe work rules, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an employee of the Village, either on or off duty; failure to follow instructions of supervision; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

SECTION C

Disciplinary Procedures:

1. The employee shall have the right to have a Union Representative appear with him at every stage of the disciplinary process or, if the Union Representative is not immediately available, the employee will be given a reasonable opportunity to contact the Union Representative and make arrangements to have him be present; provided, this does not apply to immediate suspensions.

2. Before any final disciplinary action is taken against a seniority employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to the Supervisor who is rendering such discipline; provided, this does not apply to immediate suspensions.

3. The charges which gave rise to such disciplinary action shall be reduced to writing by the Supervisor who disciplined the employee and copies shall be furnished to the Steward and the employee. The Union will receive notice of the final disposition of any disciplinary action.

4. Written notice shall be given to the Union by the Village of disciplinary action which results in suspension or discharge within five (5) days, excluding Sundays and holidays.

5. All charges brought against seniority employees must be brought within twenty-one (21) days from the date of the occurrence giving rise to the disciplinary action or completion of the investigation, whichever is later.

ARTICLE IX VISITS BY UNION REPRESENTATIVE

SECTION A

The Business Representative of the Union shall have reasonable access to the Village's premises where unit employees work for the purpose of adjusting grievances and representing members of the Union, at any time during working hours; providing that contact is first made with the Village Manager, and that the visit does not interrupt the normal work of the Department.

ARTICLE X
SPECIAL CONFERENCES

SECTION A

Special conferences for important matters shall be arranged between the Union and the Village upon the mutual agreement of the parties. Such meetings shall be between two (2) representatives of the Village and two (2) representatives of the Union. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. The employee Union representative(s) shall not lose time or pay for time spent in such special conference. If the meeting is to be attended by a Business Representative of the Local, the Village shall be so notified at the time the conference is requested.

ARTICLE XI
LENGTH OF SERVICE

SECTION A

It is understood that employees are subject to a probationary period of six (6) consecutive months of regular full-time employment, during which time the Village shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without recourse to the Grievance Procedure.

When a full-time employee completes the probationary period, the employee shall be entered on the length of service list and his length of service shall date from his last permanent date of hire.

SECTION B

There shall be no length of service among probationary employees. In the event a probationary employee is laid off, the Village shall have no obligation to rehire him; and if he is rehired, he shall be treated for all purposes as a new employee.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement.

SECTION C

Upon the signing of this Agreement, the Village and the Union shall initial an up-to-date length of service list showing names, dates of hire and classifications. The Village shall also post a copy of the length of service list on the bulletin board. Any

corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. The Village shall continue to furnish the Union with an up-to-date length of service list every year upon written request. In no event shall the Village be required to pay back pay by reason of the correction of an error on such list.

SECTION D

An employee shall be terminated and lose his length of service rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of twenty-four (24) months or length of his service, whichever is less.
4. Fails to report for work within ten (10) working days following recall from layoff.
5. Is absent without a reasonable excuse for three (3) consecutive working days and without notice to the Village within three (3) days, unless failure to notify is a result of a physical impossibility.
6. Fails to return from a leave of absence, vacation, or sick leave at the designated time, unless the employee has a reasonable excuse acceptable to the Village.
7. Retires.

SECTION E

It shall be the responsibility of each employee to notify the Village of any change of address or telephone number immediately upon such change. The employee's address and telephone number as it appears on the Village's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the Village and will be kept confidential.

SECTION F

If a seniority employee is transferred to a position under the Employer, not included in the unit, he shall continue to accumulate seniority for a period of six (6) months and have a right to return to his former position within that six (6) month period.

If a seniority employee is transferred to a position under the Employer, not included in the unit, and is thereafter transferred again to a position within the unit by the Village, he shall not accumulate seniority while working the position to which he was transferred for longer than six (6) months from the date of transfer.

An employee without seniority who transfers into the bargaining unit will be treated as a new employee for purposes of this Article, provided that the Village will have the right to give the employee credit for prior service outside of the bargaining unit for fringe benefit purposes.

ARTICLE XII LAYOFF AND RECALL

SECTION A

Employees shall be laid off by the Village in the following manner:

1. Temporary and seasonal employees in the affected classification shall be laid off first.
2. Part-time and probationary employees shall then be laid off next in any manner determined by the Village.
3. Regular seniority employees shall then be laid off in reverse order of length of service in the affected classification, provided the remaining employees can do the available work, and provided further that full-time seniority employees may be rescheduled to provide the necessary coverage.

In the event of layoff, employees in the following classifications will be permitted to exercise their seniority to bump into classifications filled by regular full-time employees, provided they have the ability to do the work: Lead Mechanic to Mechanic or Maintenance (Public Works, Electric, Water, Wastewater and/or Solid Waste Departments), Mechanic to Maintenance (all departments), Maintenance to Maintenance (all departments), Electric Department, Water Department and Wastewater Treatment Plant to Maintenance (all departments), Wastewater Plant Operator to Wastewater Assistant, Bookkeeper to Clerical III, II or I, Clerical III to Clerical II or I, and Clerical II to Clerical I.

SECTION B

Recall from layoff of seniority employees shall be in reverse order of layoff, providing the employee has the necessary qualifications and can do the work required. The Village has no obliga-

tion to recall laid off part-time or probationary employees. Upon recall, an employee may be required to take a physical examination by a doctor designated by the Village if said employee has been on layoff for a period of sixty (60) days or more. Notice of recall shall be sent to the employee's last known address by registered or certified mail or telegram.

ARTICLE XIII
NEW OR CHANGED JOBS AND VACANCIES

SECTION A

While the Village reserves the right to consolidate or eliminate jobs or positions within the bargaining unit, it agrees that no such action shall take place until a special conference is held with the Union.

SECTION B

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing and the rate covering the new classification shall be subject to negotiations between the parties. The Union must request such negotiations within ten (10) days following the date of notification; otherwise, the temporary rate established for the new classification by the Village will become permanent. If a new rate is agreed upon, it shall be applied to the first day the employee begins work on the job unless otherwise agreed to.

SECTION C

When the Village decides to fill a position, all new or changed jobs and vacancies shall be posted for a period of seven (7) days setting forth the requirements of the position. Within the next fourteen (14) days, the Department Head will review the qualifications of the applicants (i.e. ability to perform the work, prior experience, and relevant educational background and training) and, for those applicants who meet the requirements of the job, the work records of the applicants (i.e. attendance and punctuality, availability and disciplinary record); and report his findings to the Village Manager, or his designee.

If the Village determines that there are qualified applicants with satisfactory work records, the employee with the best overall qualifications and work record in the opinion of the Village will be selected to fill the position. If qualifications and work records are determined to be relatively equal, the most senior

applicant will be awarded the position. If no current bargaining unit employees possess the qualifications for the position, as set forth in the posting and/or job description, and/or have satisfactory work records, the Village may seek outside applicants.

The Village will notify the Union and the successful applicant, if any, as soon as the position is awarded. The Village will promptly notify any unsuccessful applicants, in writing, as to the reason(s) they were not awarded the position.

An employee transferring to a new position shall serve a twenty-four (24) work week trial period, during which time he may be returned to his former classification by the direction of the Supervisor. In addition, during the first eight (8) work weeks of the trial period only, the employee may exercise the option to return to his former classification. During such trial period, the employee will receive the wage rate for the job he is performing.

SECTION D

The Village reserves the right to temporarily transfer employees to assist in the required work of the Village. Employees transferred to a higher paying job classification for an entire shift shall receive the appropriate corresponding step of the higher paying classification for that shift.

ARTICLE XIV BULLETIN BOARD

SECTION A

The Village shall provide the Union with a bulletin board for posting of notices set forth in Section B below, provided such notices are initialed by the Union Steward. The Union shall submit one (1) copy of said notice to the Village Manager prior to it being posted on the bulletin board.

SECTION B

Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointments and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.
5. Items for sale owned by employees.

SECTION C

The bulletin board shall not be used by the Union or its members for disseminating political matter of any kind whatsoever.

ARTICLE XV SAFETY AND WELFARE

SECTION A

The Village, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide public services to the citizens of Chelsea. Bearing this in mind, the Village shall always consider the personal safety of the employees in establishing operations procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the Village shall cooperate in enforcing all such measures.

SECTION B

The employees shall use and made every effort to preserve the devices and equipment provided for their safety.

SECTION C

An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing of forms furnished by the Village and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action, unless such failure is reasonable under the circumstances.

SECTION D

It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment or unsafe conditions to his immediate supervisor. Such reports shall be made on a suitable form furnished by the Village and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment or unsafe conditions are experienced, a written complaint may be filed with the Village Manager.

SECTION E

An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

SECTION F

In order to promote safety in the workplace, the Village will establish a Safety and Welfare Committee which will meet with the Village Manager on a regular basis to discuss issues of mutual concern. The Committee will consist of representatives of various employee groups within the Village, and its composition may change depending on the issues to be discussed at the particular meeting. While the scheduling of Committee meetings will be at the Village Manager's discretion, the Union Steward may request that a meeting be held and/or that a particular issue(s) be discussed. Employee representatives will be paid for all time spent attending Committee meetings, if held during regular work hours.

ARTICLE XVI SICK LEAVE

SECTION A

Sick leave with pay shall be earned by regular, full-time employees at the rate of one work day for each completed month of service. For purposes of this Section, an employee who works at least five (5) days in the month will be considered to have completed a month of service and qualify for a day of sick leave. The base date for accrual of sick leave for new employees will be the first day of the month following date of hire, provided the employee has been employed for at least fifteen (15) days. Except as provided in Section G, sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or disability of the employee. Sick leave will normally be taken in full day increments. However, sick leave may be taken in one (1) hour increments, with prior notice to or approval by the employee's Department Head or the Village Manager, provided such approval shall not be unreasonably withheld.

SECTION B

An employee shall complete a sick leave form and submit it to his Supervisor upon his return to work after a period of illness or disability. Should an employee fail to do this, no sick leave time will be paid.

A certificate from a physician shall be mandatory if the illness or disability extends beyond three (3) working days, unless waived by the Village.

SECTION C

Sick leave will not be allowed when the employee's absence is due to use of narcotics and/or intoxicants. Abuse of sick leave

privileges will be cause for discipline. In cases of suspected abuse of sick leave privileges, a certificate of illness or disability from a Village-approved physician may be required before sick leave is paid; provided the employee is notified of such requirement before returning to work so that he has sufficient time to obtain a physician's certificate.

SECTION D

If a physician's certificate is required under Article XVI, Section B or C (or if medical data is required under Article XXVII, Section B), the physician's certificate (medical data) must contain at least the following information:

1. The date the employee was first treated by the physician and all subsequent dates he was treated by the physician during the period covered by the physician's statement.
2. Diagnosis.
3. A statement as to whether or not the employee's illness or disability prevented the employee from working on the day(s) in question.
4. The date the employee may return to work.

In cases of short-term absences, said certificate shall be turned into the Village upon the employee's return to work. Physician's certificates and/or medical data, if required, shall be provided to the Village Manager, or his designee, and shall be considered confidential information.

SECTION E

Unused sick leave may be accumulated up to a maximum of ninety (90) days. An employee who has accumulated more than the maximum of ninety (90) sick days shall be paid by a separate check at the end of each subsequent calendar year, one-half ($\frac{1}{2}$) of the unused sick leave above the ninety (90) day accumulation limit and the remaining one-half ($\frac{1}{2}$) shall not be added to the accumulated bank nor be compensated for in any way. Such payment will be made on the first pay period following January 15.

Upon retirement, but not termination, an employee shall be paid for one-half ($\frac{1}{2}$) of his accumulated sick days at his then current rate of pay.

SECTION F

The purpose of sick leave is to insure an employee's income during time periods when the employee is unable to work due to

illness or injury. Therefore, on termination of employment, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated sick leave.

SECTION G

An employee may use his accrued sick leave for personal reasons a maximum of three (3) days each calendar year, in half day or full day increments, with prior notification to and approval by the Village Manager or Department Head, provided such approval will not be unreasonably withheld. If an employee so elects, accrued vacation leave may be used for sick leave, after sick leave is exhausted.

ARTICLE XVII LEAVES OF ABSENCE

SECTION A

The Village may grant a personal leave of absence other than covered herein without pay to seniority employees for periods up to thirty (30) days. A written request for such leave must be submitted to and approved by the Village Manager, in writing, prior to the start of the leave.

SECTION B

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION C

A seniority employee who is unable to perform his assigned duties because of personal illness or disability and has exhausted all of his accumulated sick leave, shall, at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability, for up to six (6) months. A written request for such leave must be submitted to the Village Manager prior to the start of the leave, except in cases where an employee is placed on an unrequested leave of absence by the Village. The Village reserves the right to require employees on active, or leave, status to submit to physical and mental tests and examinations to determine whether a leave of absence is warranted. In cases where a dispute exists between the employee's physician and the Village's physician regarding the employee's fitness for duty, the parties will select a third physician to resolve the dispute. The cost of any examination by the third physician shall be shared equally by the Village and the employee (either by direct payment or a payroll deduction plan).

At least fourteen (14) days prior to the expiration of the leave, the employee shall notify the Village in writing of his intent to return to work accompanied by a written statement from his physician certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Seniority shall accumulate during such leave.

SECTION D

A seniority employee who becomes pregnant will be granted a health leave of absence at any time during her pregnancy upon the written recommendation of her physician if the employee is unable to satisfactorily perform her assigned duties. A written request for such leave must be submitted as soon as possible, but the employee may work during pregnancy with the approval of her physician if she is able to satisfactorily perform her assigned duties. The employee shall be obligated to notify the Village Manager as soon as possible if she is advised by her physician that she cannot continue to perform her assigned duties without danger to herself or her expected child.

Within a reasonable time after delivery, the employee shall give the Village Manager a written notice of her intent to return to work, accompanied by a written statement from her physician certifying the physical fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. The application of this Section shall not be inconsistent with any federal or state law.

An employee who has recently become a parent by reason of birth or adoption shall be entitled to a leave not to extend beyond eight (8) months after delivery of the child, without pay, upon request for the purpose of child rearing, providing the request is made within sixty (60) days of the birth or adoption.

SECTION E

All leaves shall be in writing signed by the Village Manager and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION F

An employee taking leave without pay shall have all fringe benefits frozen as of the start of the leave, provided, however, for an employee on illness or disability leave under Section C, the Village shall continue paying its portion of the premium on the

employee's group health and life insurance policies provided in this Agreement for one (1) month for each year of the employee's seniority up to a maximum of six (6) months. For an employee on a personal leave under Section A, he may have the group health and life insurance continued by paying the cost of said premiums to the Village in advance.

SECTION G

The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the Village.

SECTION H

An employee on a leave of absence shall not obtain other employment except with the specific prior written approval of the Village Manager. Failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment for the involved employee.

SECTION I

Upon approval of the Village Manager, any employee of the Village holding a union office will be granted a leave of absence without pay. Such leave of absence shall not exceed one year's duration. If granted, and if, in the opinion of the Village Manager, such a vacancy is proving to be a hardship to the operation of the Village, the absent member shall be notified that his return to work is desired. If such return to work cannot be arranged within a reasonable period of time, the Village Manager shall terminate the leave of absence.

SECTION J

If an employee is required to serve on a jury, he will be excused from his regular duties on the day he is required to, and does appear, in court. The Village will pay such employee for time actually lost from his work hours, less his jury fee received for such days. He is expected to work on scheduled hours when his attendance in court is not necessary.

SECTION K

In the event of death in the immediate family, a seniority employee shall, upon request, be granted a leave of absence with pay for up to three (3) work days, one of which shall be the day of the funeral, for attending the funeral and making other necessary arrangements. If requested by the Village, the employee must present proof of death to be eligible for pay. For purposes of this Section, immediate family shall mean mother, father, sister, brother, husband, wife, child or step-child, grandparent, mother-in-law, or father-in-law.

ARTICLE XVIII
WORKERS' COMPENSATION

SECTION A

Employees injured in the course of their employment with the Village for injuries that are compensable under the Workers' Disability Compensation Act will be permitted to receive full pay for the first six (6) weeks following the day of injury without loss of accumulated sick leave. After the first six (6) weeks have passed, employees desiring full pay will surrender an amount of their accrued sick leave time equal to the difference between the workers' compensation check and the amount of their normal pay to be eligible. All workers' compensation checks received by the employee during the period that the Village is continuing to provide full pay must be surrendered to the Village to be eligible for this benefit. Employees who use up their entire accumulation of sick leave pay may draw upon their accumulated vacation time. On expiration of all leave time, employees will retain their compensation checks and will be carried on as leave without pay. Injured employees shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the Village Manager. The Village will continue to pay its share of the employee's group health and life insurance premiums for up to six (6) months while the employee is on a workers' compensation disability leave.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

SECTION A

The normal work day for full-time employees shall consist of eight (8) hours, plus a lunch period which shall not be considered working time. The normal work week for full-time employees shall consist of five (5) days.

Non-clerical employees shall continue to receive thirty (30) minutes of unpaid time for lunch, and clerical employees shall continue to receive one (1) hour of unpaid time for lunch.

The foregoing provisions shall in no way be considered as a guarantee by the Village of the amount of work in any day or week.

SECTION B

The Village reserves the right to schedule the days and hours of work and to change reporting hours to meet the needs of the Village; provided, however, that unless employees are notified of any changes in starting times of more than one (1) hour or changes in days of work at least two (2) working days in advance, they will

be entitled to receive call-in pay as provided in Section D of this Article.

SECTION C

Overtime will be paid at one and one-half (1½) times the employee's hourly rate of pay for all hours worked in excess of eight (8) hours in a work day or forty (40) hours during the work week. Sick leave and funeral leave will not be considered hours worked for purposes of computing overtime. Holidays will be considered time worked for purposes of computing overtime. The work week will commence on Monday of each week at 12:00 a.m.

SECTION D

At the Village's option, employees may be placed on a 4-day per week, 10-hour per day schedule for specific designated projects to be performed during the construction season from May 1st and September 30th. Such scheduling will be at the discretion of the Department Head, and may involve all the employees or a crew of employees within a given Department. In addition, such scheduling may be for an entire project or part of a project, on an as needed basis as determined by the Department Head.

If the decision is made to go to a 4-day, 10-hour schedule, the Department Head will give the affected employees at least one week's prior notice. In order to provide the necessary coverage and most effectively utilize the available equipment, employees may be scheduled on staggered shifts during the work week. The Village will have the right to take employees off a 4-day, 10-hour schedule at any time.

Employees who work a 4-day, 10-hour schedule will receive overtime pay for all hours worked in excess of ten (10) hours, rather than eight (8) hours, during the work day and forty (40) hours during the work week. If a holiday falls during the work week when an employee is working a 4-day, 10-hour schedule, the employee may use accumulated vacation time to make up any shortage in compensation for the week.

SECTION E

An employee who is called into work at times other than his regularly scheduled hours will receive a minimum of two (2) hours of pay at his regular straight time rate, plus one (1) hour of call in pay. If the employee is scheduled to work that day, he will be guaranteed a total of at least eight (8) hours of work. All hours worked by the employee, which would include the two (2) hour minimum but not the one (1) hour call in pay bonus, will be considered hours of work for purposes of computing daily or weekly overtime under Section C of this Article. If an employee is called in to work on his sixth or seventh day, he will be paid one and

one-half (1½) his hourly rate of pay for all hours worked, in addition to the one (1) hour call in pay bonus.

SECTION F

The Village shall continue to have the right to utilize part-time employees to perform any available work, provided the part-time employee does not exceed thirty (30) hours of work for the week. However, in the case of an emergency, part-time employees may exceed the thirty (30) hour limit upon notice to the Union identifying the nature of the emergency and the expected duration of the need to so utilize part-time employees. The Village also reserves the right to continue to use temporary and seasonal employees to perform available work.

SECTION G

There shall be no duplicating or pyramiding of overtime and/or call-in pay.

SECTION H

The pay period shall be on a bi-weekly basis with Friday being the normal pay day.

ARTICLE XX INSURANCE

SECTION A

For the duration of this Agreement, and subject to the provisions below, the Village agrees to pay the premiums to provide Blue Preferred Trust 15 Plus 15, MMCPOV (Paid office visit rider), with Master Medical Option I (\$100/\$200, 80/20 co-pay) group P.P.O. coverage or Care Choices Plan 250, with drug co-pay (\$5.00 generic/\$10.00 brand name) group H.M.O. coverage for all full-time employees with three (3) months or more of service, who are not otherwise covered by another substantially equivalent group medical hospitalization insurance or H.M.O. plan paid by the Village or another employer, and who enroll in the plan as provided in Section C below.

In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the Village. If an employee is no longer eligible for outside coverage due to unforeseen circumstances, he will be immediately eligible for Village-paid group medical hospitalization insurance or H.M.O. coverage; provided the employee must present acceptable proof that outside coverage is no longer available, if the Village Manager so requests.

Eligible employees will have the option of selecting Blue Preferred Trust P.P.O. coverage, Care Choices H.M.O. coverage or no health care coverage. If the premiums for either the Blue Preferred Trust P.P.O. coverage or the Care Choices H.M.O. coverage exceed the premium levels for the most expensive health care coverage offered by the Village in 1991, the difference between the premiums for the selected coverage and the 1991 premium levels of the most expensive carrier/provider will be shared equally by the Village and the involved employee. The employee's share of the premiums will be deducted from his pay via monthly payroll deduction; provided however, that for the duration of this Agreement, the Village will pay the employee's share of the Care Choices Plan 250 drug co-pay for any employee electing coverage under that plan.

Any eligible employee who elects coverage from the least expensive carrier/provider will be paid fifty percent (50%) of the difference between the Village's share of the premiums of the more expensive carrier/provider and the Village's share of the premiums of the least expensive carrier/provider, in a lump sum cash payment made at the close of the ratings period.

Any eligible employee who does not elect Village-paid health care coverage will receive a cash payment of \$500 per year, to be made at the close of the ratings period. Pro-rated payments will be made to employees who do not work (or were not eligible for Village-paid health care coverage) for the entire ratings period or who discontinue their health care coverage during the ratings period.

SECTION B

For the duration of this Agreement, the Village agrees to pay the premiums to provide \$40,000 of group term life insurance, and a like amount of accidental death and dismemberment insurance, for all regular, full-time seniority employees who enroll in the plan. Such coverage will be effective on the first of the month following completion of six (6) months of service.

SECTION C

For an eligible employee to obtain health care coverage, the employee must enroll in the plan during the first three (3) months of the employee's employment, or the employee may become insured during the annual open-enrollment period. If permitted by the carrier/provider, an eligible employee shall have the option of paying health care premiums to obtain coverage for the period before the Village is obligated to begin paying the premiums.

If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION D

For the duration of this Agreement, the Village agrees to pay the premiums to provide a dental plan for regular, full-time seniority employees who enroll in the plan. The dental plan covers Class I and II services on a fifty (50%) percent co-pay basis with an annual dollar limit of \$600 per person as outlined in the agreement with the carrier.

SECTION E

For the duration of this Agreement, the Village agrees to pay the premiums to provide the current disability insurance for all regular, full-time seniority employees who enroll in the plan. The disability plan provides for payment of sixty (60%) percent of an employee's monthly earnings with a maximum of \$1,500 for non-work related illness or injury commencing ninety (90) days from the date of disability.

SECTION F

The insurance coverages listed above shall be discontinued on the date the employee's services are terminated or at the end of the month if he is laid off or going on any leave of absence, unless the employee makes arrangements to have such coverage continued as provided for elsewhere in this Agreement.

SECTION G

For the duration of this Agreement, any employee who has retired from the Village on or after May 15, 1990 and is drawing a MERS pension under Article XXIII, Section A shall be allowed to continue to participate in the Village's group health care plan, on the following basis. The Village will pay the lesser of \$100 or one-half ($\frac{1}{2}$) the cost of the monthly insurance premium (including the additional COBRA allowance, if any), with the retiree paying the remainder of the premium at the time and in the manner specified by the Village. Such coverage may be continued until the retiree reaches age 65 or becomes eligible for Medicare, whichever comes sooner.

SECTION H

Eligibility, coverage and benefits under the above insurance/employee benefit plans are subject to the availability of such plans and coverage and the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Village and the carrier/provider. Any rebates or refunds on premiums paid by the Village shall accrue to the Village. The Village reserves the right to select the carrier/provider, to change carriers/providers, and to become self-insured, provided substantially equivalent coverage is maintained.

It is further agreed that the only liability assumed by the Village under this Article is to pay the premiums as provided herein. No matter contained in this Article, except failure to pay premiums, shall be submitted to the Grievance Procedure or arbitration.

SECTION I

In the event mandatory national health insurance legislation is enacted during the term of this Agreement, the parties agree to reopen negotiations with respect to the issue of health care coverage for current employees and retirees, upon the request of either party.

ARTICLE XXI HOLIDAYS

SECTION A

For the duration of this Agreement, regular full-time employees shall be paid eight (8) hours pay at their regular straight time base rate, for the following ten (10) holidays designated by the Village:

- New Years Day
- Presidents Day (third Monday in February)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve

provided they meet the following eligibility rules:

The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved vacation or funeral leave or went on sick leave (verified by a doctor's excuse) the week of the holiday or the work day after the holiday unless otherwise excused.

SECTION B

The above enumerated holidays shall be observed on the calendar date on which they fall. If the above enumerated holidays fall on a Saturday or Sunday, they will be observed the day before or the day after the calendar date on which they fall. At the Landfill, the current practice will be continued when a holiday

falls on a Monday. An employee who is schedule to work on a holiday and does not work said day shall receive no holiday pay for such day. Employees who work on any of the above enumerated regular holidays will receive in addition to holiday pay, one and one-half (1½) times their straight time hourly rate for all hours worked on said holiday.

SECTION C

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive full vacation in addition to holiday pay unless otherwise provided at the time the vacation is scheduled.

If a holiday falls on an employee's leave day such leave day shall not be considered the holiday and the employee shall receive the leave day in addition to holiday pay unless otherwise provided at the time the leave day is scheduled.

ARTICLE XXII VACATIONS

SECTION A

For the duration of this Agreement, each regular, full-time employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B

The vacation year shall be the calendar year. An employee shall accrue his vacation on January 1 of each year based on the time worked in the previous calendar year. Vacation shall be accrued based on 1/12 of the employee's annual amount of vacation for each month that the employee worked for the Village. In order to constitute a month of work, the employee must work at least five (5) days in the month; and it is understood that employees on layoff or leave of absence do not accrue vacation. No employee shall be eligible for vacation leave with pay before it accrues, or before completion of the employee's probationary period.

SECTION C

All vacations shall be scheduled with consideration for the desires of the employees concerned, the efficient operations of the employee's Department, Departmental seniority, the availability of relief personnel, and present Village and Departmental procedures for scheduling vacations.

All vacations shall be approved following a request by an employee to take his vacation at a specific time consistent with

the efficient operations of his Department. The granting of more than two consecutive weeks of vacation must be approved by the Village Manager.

SECTION D

An eligible employee will accrue vacation leave with pay according to his length of service as a full-time Village employee on January 1 of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	½ day per month
1-9 years	1 day per month
10-14 years	1½ days per month
15 years and over	2 days per month

Vacation leave with pay may not be taken until earned.

SECTION E

Vacation leave with pay shall be paid at the employee's regular base salary in effect at the time the leave is taken. Vacation payment will be made on the last payday prior to the commencement of the vacation period provided one (1) week's written notice has been given of the vacation, if requested by the employee.

SECTION F

Paid holidays as provided in Article XXI falling within a schedule vacation period will not be charged against the earned vacation time.

SECTION G

A vacation may not be waived by an employee and extra pay received for work during that period, provided that vacation may be accumulated up to twice the employee's annual allowance.

SECTION H

Employees leaving the employment of the Village are entitled to receive reimbursement for any earned but unused vacation, except in the following situations:

1. If the employee fails to give at least ten (10) calendar days' notice in advance of voluntarily terminating employment.
2. If the employee is discharged and not reinstated.

ARTICLE XXIII
RETIREMENT

SECTION A

For the duration of this Agreement, the Village will provide retirement benefits in accordance with the Michigan Municipal Employees Retirement System (MERS) Plan B-1, with C-2 option, provided that no matter involving pensions shall be subject to the Grievance Procedure or arbitration. Matters concerning misunderstandings of the retirement plan shall be a proper subject for a special conference. Effective March 1, 1996, the retirement program will be upgraded to MERS Plan B-3.

ARTICLE XXIV
WAGES

SECTION A

Effective March 1, 1994, full-time Village employees in the classifications listed below will be paid in accordance with the following wage scales:

Classification	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Public Works Foreman	\$11.98 per hour	\$12.28 per hour	\$12.60 per hour	\$12.92 per hour	\$13.25 per hour	\$13.59 per hour	\$13.94 per hour
Maintenance	9.56* 9.20	10.19	10.72	11.29	11.89	12.51	13.17
Electric Foreman	13.01	13.34	13.68	14.03	14.39	14.76	15.14
Lineman - Journeyman	12.76	13.08	13.42	13.76	14.12	14.48	14.85
Lineman - Apprentice	11.88	12.19	12.50	12.82	13.15	13.48	13.83
Water Foreman	12.07	12.38	12.70	13.02	13.36	13.70	14.05
Water Assistant	11.64	11.94	12.24	12.56	12.88	13.21	13.55
Wastewater Plant Operator	12.22	12.54	12.86	13.19	13.53	13.87	14.23
Wastewater Assistant	11.64	11.94	12.24	12.56	12.88	13.21	13.55
Lead Mechanic	12.55	12.87	13.55	13.89	14.25	14.62	14.99
Mechanic	9.45	10.48	11.04	11.61	12.23	12.87	13.55

* To be increased to ^{10.06}\$9.68 upon completion of probationary period.

See ltr of understanding

1994-1995 Wage Scales (continued)

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
Bookkeeper	11.00 10.58	11.28 10.85	11.56 11.12	11.86 11.41	12.17 11.71	12.48 12.00	12.80 12.31
Clerical III	10.58	10.85	11.12	11.41	11.71	12.00	12.31
Clerical II	9.84	10.07	10.60	10.87	11.15	11.44	11.73
Clerical I	9.20	9.43	9.93	10.19	10.45	10.72	10.99

Step increases will be paid if the employee receives a satisfactory evaluation from the Village. Step increases will not be denied for arbitrary or capricious reasons and if denied, the employee will be notified of the reason for denial in writing.

SECTION B

Effective March 1, 1995, there will be a four (4%) percent across-the-board increase at each step of the wage scales for all employees.

SECTION C

Effective March 1, 1996, there will be a four (4%) percent across-the-board increase at each step of the wage scales for all employees.

SECTION D

The Village reserves the right to hire new employees at any level based upon their skill, abilities and prior experience.

SECTION E

For the duration of this Agreement, in addition to the employee's base hourly pay, longevity shall be computed and paid by the Village subject to the terms and conditions set forth below:

1. An employee who has been continuously employed by the Village for at least eight (8) years but less than fifteen (15) years shall receive Six Hundred (\$600) Dollars in longevity pay the first pay period following his anniversary date.
2. An employee who has been continuously employed by the Village for at least fifteen (15) years but less than twenty (20) years shall receive Eight Hundred (\$800) Dollars in longevity pay the first pay period following his anniversary date.

3. An employee who has been continuously employed by the Village for twenty (20) years or more shall receive One Thousand (\$1,000) Dollars in longevity pay the first pay period following his anniversary date.

ARTICLE XXV
SCOPE OF AGREEMENT

SECTION A

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, 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, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the Village and the Union, or the employees, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVI
SEPARABILITY AND SAVINGS CLAUSE

SECTION A

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

ARTICLE XXVII
GENERAL

SECTION A

The Village may require that employees submit to physical and mental tests and examinations, including tests and examinations concerning the use of drugs and/or alcohol, by a Village appointed physician or medical facility when such tests and examinations are considered necessary in maintaining a capable work force, employee health and safety, public safety, etc.; provided, however, that the Village agrees to pay the cost of such tests and examinations.

SECTION B

The Village may require that employee provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time of three (3) consecutive work days or more.

SECTION C

No employee may maintain or engage in any outside business, financial, or employment activity which conflicts with the interests of the Village or which interferes with the employee's ability to discharge Village duties fully. Following counseling, such continuing conflict of interest shall be grounds for discipline, up to and including, discharge.

SECTION D

Employees hired after the effective date of this Agreement shall be required to live within fifteen (15) miles of the Chelsea Village limits as a condition of continued employment following completion of their probationary period, unless an extension of time is mutually agreed to.

As a condition of continued employment, current bargaining unit employees shall not be allowed to move outside of the residency area, or farther away from the Village than their present residence if they live more than fifteen (15) miles from the Village limits.

Clerical employees shall be excluded from the above requirements.

SECTION E

In recognition of the difficulties imposed upon the Village through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from

work. Employees who are to be absent must notify their supervisor at least one (1) hour before their work day begins or present an excuse acceptable to the Village. Employees who fail to do so will be considered to be absent without pay and will also be subject to disciplinary action.

SECTION F

It is understood that the Village retains the right to contract and subcontract out work. However, in the event the Village decides to eliminate a classification through subcontracting, the Village agrees to provide the Union with as much advance notice as is practical, normally at least six (6) months, and to attempt to provide employment for the persons in the affected classifications, either elsewhere in the Village or with the contracting agency. During this six (6) month period, the parties will meet and attempt to negotiate regarding the effects of such subcontracting.

SECTION G

Employees shall continue to be furnished with lockers and the Village shall continue to provide the necessary devices and equipment to insure reasonable comfort and safety for its employees.

SECTION H

Safety Equipment. The Village agrees to provide safety equipment required by Michigan law. The Village further agrees to replace prescription safety glasses for Mechanics and for all other employees if they are damaged or broken during the course of employment and such damage or breakage is not the result of employee negligence or violation of safety rules. It is understood that the Village will not be responsible for providing replacement lenses if only the frame is broken, nor will the Village be responsible for the cost of any eye examination.

SECTION I

Boot Allowance. All non-clerical employees will have an annual boot allowance of Fifty (\$50) Dollars, payable upon the presentation of receipts for work boots purchased during the contract year.

SECTION J

Tool Allowance. Employees in the Lead Mechanic and Mechanic classifications will have an annual tool allowance of Two Hundred (\$200) Dollars, payable at the end of the contract year.

ARTICLE XXVIII
DURATION OF AGREEMENT

SECTION A

The provisions of Article XXIV, Section A of this Agreement (wage rates) shall be effective as of March 1, 1994. All other provisions of this Agreement shall be effective upon ratification of the Agreement by both parties, or as soon thereafter as is practical. The provisions of this Agreement shall remain in full force and effect to and including February 28, 1997, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to March 1, 1997, serve written notice on the other party of desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the Union and the Village have caused this Agreement to be executed in their names by their duly authorized representatives on the day and year first above written.

VILLAGE OF CHELSEA

By: Jack Myers
Sydney C. Morrison
Richard Steele

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214

McAdams
Business Rep.
William A. Paul, Jr.
Greg A. Brown

LETTER OF UNDERSTANDING

ARTICLE XXIV, SECTIONS A - D

MAINTENANCE CLASSIFICATION

A Maintenance employee will only be eligible for step increases to the 5 year and 6 year rates if (a) he/she receives a satisfactory evaluation, and (b) in the judgment of the Village, he/she is able to perform all of the duties set forth in the following job description:


Maintenance Employee (5th and 6th year rates)

This class employee shall be able to operate all equipment used in the Public Works, Electric, Water, Wastewater or Solid Waste Departments. An employee in this class shall be capable of supervising small crews of workers and carrying out all work assignments, including manual labor, as directed by the Departmental Supervisor. An employee in this class shall be able to perform all maintenance duties in the department(s) to which he/she is assigned, excluding electrical repairs. This class employee shall be expected to keep complete records of equipment and material used on his/her work assignments and report the same to the Departmental Supervisor.

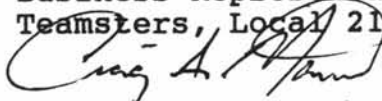
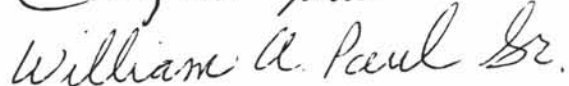
The Village shall have the right to hire new Maintenance employees in accordance with Article XXIV, Section D of the Agreement.



Jack Myers
Village Manager
Village of Chelsea



Cheryl McAdams
Business Representative
Teamsters, Local 214

LETTER OF UNDERSTANDING
COMMERCIAL DRIVERS LICENSES


- AND -

PHYSICAL EXAMINATIONS AND QUALIFICATIONS


The list of classifications in Paragraph 1 of the attached letter to Henry Mueller dated January 26, 1990, and signed on February 2, 1990, shall be amended to read as follows:

Public Works Foreman
Maintenance
Electric Foreman
Lineman - Journeyman
Lineman - Apprentice
Water Foreman
Water Assistant
Lead Mechanic
Mechanic

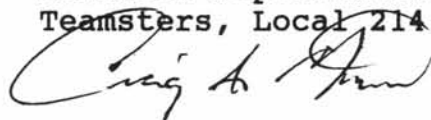
The remainder of the Letter of Understanding shall remain the same, except to the extent that modifications are required under State or federal law or regulations, including regulations relating to drug and alcohol testing.



Jack Myers
Village Manager
Village of Chelsea



Cheryl McAdams
Business Representative
Teamsters, Local 214



William A. Paul Sr.

KELLER, THOMA, SCHWARZE, SCHWARZE.

DUBAY & KATZ, P. C.

COUNSELORS AT LAW

440 EAST CONGRESS

5TH FLOOR

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1906-1970

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STEWART J. KATZ
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THOMAS L. FLEURY
TERRENCE J. MIGLIO
GARY P. KING
DONNA R. NUYEN
GAIL M. O'BRIEN
ROBERT A. LUSK
LINDA M. FOSTER
ANDREA L. BOWMAN
JOHN S. SHELLY
BRUCE M. BAGDADY
CARL F. SCHWARZE

MALCOLM L. DENISE
OF COUNSEL

January 26, 1990

Mr. Henry Mueller
Business Representative
Teamsters Local 214
2825 Trumbull Avenue
Detroit, Michigan 48216-1297

Re: Letter of Understanding Between Village
of Chelsea and Teamsters Local 214
(Commercial Drivers Licenses and Physical
Examinations and Qualifications)

Dear Mr. Mueller:

I have been advised by Village Manager Robert Stalker that the agreements reached by the parties at the Special Conference held on January 23, 1990 regarding commercial drivers licenses, and physical examinations and qualifications, have been reviewed and approved by Village President Jerry Satterthwaite. The purpose of this letter is to confirm those agreements. If the terms set forth below are acceptable, please sign this letter and return it to me as soon as possible. If you have any problems with the letter, as drafted, please call me right away because the Village intends to implement the policies and procedures set forth herein immediately.

With respect to commercial drivers licenses, the agreement of the parties is as follows:

1. Effective immediately, all employees of the Village of Chelsea in the following classifications currently represented by Teamsters Local 214 will be required, as a condition of employment, to obtain and maintain commercial drivers licenses issued by the State of Michigan, together with any endorsements required by the Village:

Mr. Henry Mueller
January 26, 1990
Page Two

Public Works Foreman
Maintenance
Electric & Water Foreman
Lineman - Journeyman
Lineman - Apprentice
Water Assistant
Garage Mechanic
Assistant Mechanic

2. Except as provided below, the Village of Chelsea will reimburse employees currently employed in the classifications listed above for the cost of obtaining and maintaining commercial drivers licenses and any endorsements required by the Village; provided however, that the Village will have no obligation to reimburse current employees for the cost of obtaining and maintaining operators licenses, or the cost of obtaining and maintaining any endorsements not required by the Village.
3. In addition, the Village will reimburse current employees for the cost of road tests required to obtain their initial commercial drivers licenses. However, the Village will have no obligation to pay the cost of any road tests which current employees do not pass; and in the future, current employees will be responsible for paying the cost of any road tests required to renew their commercial drivers licenses if the employees are not eligible for a waiver of the road test requirement.
4. In the event that the State of Michigan imposes a road test requirement for renewal of all commercial drivers licenses in the future, the parties agree to meet to discuss the subject of possible reimbursement of such costs for current employees.
5. If any current employees are unable to pass the tests required to obtain commercial drivers licenses and any required endorsements, the Village agrees to transfer such employees into non-driving positions, if available, or to layoff such employees until such time as they can pass said tests. The right of an employee to transfer into a non-driving position under this paragraph shall be subject to the terms of the

Mr. Henry Mueller
January 26, 1990
Page Three

collective bargaining agreement between the parties relating to length of service.

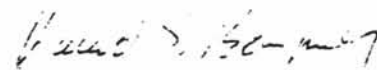
6. All employees hired by the Village in the future in the above classifications will be required to have commercial drivers licenses with the required endorsements as a condition of employment, or to obtain the same as of their dates of hire. The Village will have no obligation to reimburse future employees for the cost of obtaining and maintaining commercial drivers licenses and any required endorsements.

With respect to physical examinations and qualifications, the agreement of the parties is as follows:

1. All employees of the Village of Chelsea in the classifications listed above, and applicants for such positions, will be subject to the requirements relating to physical examinations and qualifications established by the State of Michigan under the Motor Carrier Safety Act and the regulations promulgated thereunder, as presently drafted or as amended in the future, including any rules related to drug and/or alcohol testing.
2. All required physical examinations will be performed by a Village-designated physician, with the Village paying the full cost of such examinations.

In the event that any disputes arise regarding the application of the agreements relating to physical examinations and qualifications, the Village agrees to meet with the Union to discuss the subject prior to taking any action which would affect the terms and conditions of employment of a bargaining unit employee.

Very truly yours,


David E. Kempner

Attorney for Village of Chelsea

cc : Robert F. Stalker
WP:D491

KELLER, THOMA, SCHWARZE, SCHWARZE,
DUBAY & KATZ, P.C.

Mr. Henry Mueller
January 26, 1990
Page Four

I have reviewed the foregoing Letter of Understanding and agree
to its terms.

DATED: Feb. 2, 1990



Henry Mueller
Business Representative

RECEIVED FEB 2 5 1990

LETTER OF UNDERSTANDING

STATUS OF LEAD MECHANIC

See attached letter to Cheryl McAdams dated January 6, 1994, and signed on February 11, 1994.

LAW OFFICES
PEAR SPERLING EGGAN & MUSKOVITZ, P.C.

EDWIN L. PEAR
LAWRENCE W. SPERLING
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LAWRENCE W. SPERLING OFFICE
2164 BELLEVUE
YPSILANTI, MICHIGAN 48197
(313) 483-7177

January 6, 1994

Ms. Cheryl McAdams
Business Representative
Teamsters Local 214
2825 Trumbull Avenue
Detroit, Michigan 48216-1297

Re: Letter of Understanding Between Village of Chelsea and
Teamsters Local 214 (Status of Lead Mechanic)

Dear Ms. McAdams:

I have been advised by Village Manager Jack Myers that the tentative agreements reached by the parties at the Special Conference held on November 12, 1993 regarding the present and future status of the Lead Mechanic have been reviewed and approved by the Personnel Committee of the Chelsea Village Council. The purpose of this letter is to confirm these agreements. If the terms set forth below are acceptable, please sign this letter and return it to me as soon as possible. If you have any problems with the letter as drafted, please call me right away because the Village would like resolve this matter once and for all, and intends to implement certain changes immediately.

The specific terms of this Letter of Understanding are as follows:

- (1) For the immediate future, the Lead Mechanic will continue to function as a "leader" or "working foreman." That is, he will have the authority to assign and direct the work of the Mechanic and perform other similar tasks, but he will not be a true supervisor.
- (2) Effective immediately, the Lead Mechanic will report directly to the Village Manager rather than to the Department of Public Works Supervisor. This will be a change in the existing chain of command.
- (3) In the event of any problems involving abuse of Village vehicles or equipment, whether in the Garage or elsewhere, or involving the Mechanic, the Lead Mechanic will report the matter to the Village Manager for appropriate follow-up action.

Ms. Cheryl McAdams
January 6, 1994
Page 2

- (4) If the Village hires another Mechanic, it will have the right to create a new Department Head position in the Garage, and remove the Lead Mechanic from the Teamsters bargaining unit as a supervisory employee.
- (5) If the proposed new Department Head position is created pursuant to (4) above, the Union will not contest the right of former Lead Mechanic (or other person appointed to the Department Head position) to perform bargaining unit work.
- (6) Until such time as the Lead Mechanic is removed from the bargaining unit, all matters relating to his wages, hours and other terms and conditions of employment will continue to be a proper subject for bargaining between the Village and the Union.

It is further understood and agreed that the Village will retain the sole and exclusive right to determine whether to create the proposed new Department Head position and who will be appointed to said position (if other than the current Lead Mechanic).

Very truly yours,



David E. Kempner

Labor Attorney for Village of Chelsea

I have reviewed the foregoing Letter of Understanding and agree to its terms.

DATED: February 11, 1994


Cheryl L. McAdams
Cheryl McAdams
Business Representative,
William A. Paul Sr.

LETTER OF UNDERSTANDING


ARTICLE XVI; ARTICLE XVII; ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT

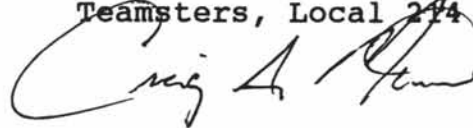
The Village and the Union hereby agree to all the terms and conditions of the Policy and Procedures for Union Employees Regarding Family and Medical Leave Act discussed during the 1994 contract negotiations. A copy of said Policy and Procedures shall be included in the version of the Village of Chelsea Personnel Manual which is issued to employees in the Teamsters bargaining unit.



Jack Myers
Village Manager
Village of Chelsea



Cheryl McAdams
Business Representative
Teamsters, Local 274



William A. Paul Sr.


LETTER OF UNDERSTANDING

ARTICLE II, SECTION D; ARTICLE VIII, SECTION A


DRUG-FREE WORKPLACE POLICY

The Village and the Union hereby agree to the terms and conditions of the Village of Chelsea Drug-Free Workplace Policy attached hereto and incorporated herein by this reference.

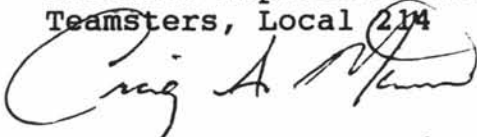

The parties further agree to modify this Policy to comply with the regulations issued by the Federal Highway Administration, U.S. Department of Transportation relating to drug and alcohol testing of persons holding commercial drivers licenses, and any other applicable State or federal laws or regulations.



Jack Myers
Village Manager
Village of Chelsea



Cheryl McAdams
Business Representative
Teamsters, Local 214

VILLAGE OF CHELSEA
DRUG-FREE WORKPLACE POLICY

Purpose of Policy

The Village of Chelsea has a vital interest in providing for the safety and well being of all employees and the public, and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the Village is committed to the maintenance of a drug and alcohol free workplace. In furtherance of this commitment, the Village has adopted the following Drug-Free Workplace Policy.

Policy Statement

- (1) All employees must be free from the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty or on Village property, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including immediate discharge.

In addition, employees are subject to disciplinary action up to and including immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty or on Village property.

- (2) Subject to the provisions of Section B below, the Village reserves the right to require employees to submit to urine tests to determine usage of drugs and/or blood (or breath) tests to determine usage of alcohol as provided below. Employees must submit to all required tests. If an employee refuses to take an authorized blood (breath) and/or urine test (including refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples and/or submission or attempted submission of an adulterated or substituted sample), he/she will be deemed insubordinate and it shall conclusively be presumed that the employee was in violation of the Village's Drug-Free Workplace Policy, as set forth herein.
- (3) The Village also reserves the right to require follow-up alcohol and/or drug testing as part of an agreement allowing an employee to return to work following disciplinary action for a positive blood (breath) and/or urine test, or as the result of a condition of continued employment or reinstatement following completion or an approved alcohol and/or drug treatment, counselling or rehabilitation program.

A. Prohibited Substances/Unauthorized Items

Prohibited Substances. Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy the term "drugs" includes the five (5) controlled substances listed below, synthetic drugs, and prescription drugs, excepting only: prescription drugs approved by and used in accordance with the directions of the employee's physician. Any employee using a prescription drug should consult with his/her physician regarding the effects of the medication in relation to the performance of the employee's job responsibilities; must notify his/her supervisor that he/she is taking the prescribed drug at the beginning of the work day on the first work day the employee is taking the drug; and must provide the supervisor with correspondence from the prescribing physician or pharmacist which shall list any and all known side effects which might be caused by the drug.

1. Marijuana (Cannabinoids)
2. Cocaine
3. Opiates
4. Phencyclidine (PCP)
5. Amphetamines

Unauthorized Items. Employees may not have any unauthorized items in their possession or in any area used by them or under their control while on duty or on Village property. Unauthorized items include alcoholic beverage containers and drug paraphernalia.

B. When Drug and Alcohol Testing May Be Required

An employee may be required to submit to urine testing for use of drugs and/or blood testing (or breath testing, in lieu of blood testing, if requested by the employee) for use of alcohol in the following circumstances:

- (1) When the Village management has a reasonable suspicion, based upon observation or verified information submitted to the Village, that the employee is currently using, impaired by or under the influence of prohibited substances including alcohol or drugs.
- (2) Following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee.
- (3) As part of a pre-employment physical examination, a fitness for duty physical examination, or any other periodic physical examination.

- (4) As part of a follow-up drug and/or alcohol test required under an agreement allowing an employee to return to work following disciplinary action for a positive blood (breath) and/or urine test, or as the result of a condition of continued employment or reinstatement in conjunction with or following completion of an approved treatment, counselling or rehabilitation program for alcohol and/or drug abuse.
- (5) When any prohibited substance, including an alcoholic beverage, or any unauthorized item is found in an employee's possession or in an area controlled or used by the employee.

C. Procedures Prior to Testing

Except for blood (breath) and/or urine tests administered under subsections B(3) and B(4) above, the demand for a blood (breath) and/or urine test shall be made only on the express authority of the employee's Department Head, or his/her designee, with the concurrence of another Village manager or supervisor.

In addition, prior to administering a test under subsection B(1), B(2) or B(5) above, the authorizing manager or supervisor (and other management representatives deemed necessary) shall meet with the employee and disclose the facts which form the basis for testing, and the employee shall at the same time be given an opportunity to provide an explanation for his behavior, action and/or appearance. Upon request, the employee shall have the right to Union representation (and he/she will be notified of this right), provided that such representation is readily available and will not unnecessarily delay testing.

D. Alcohol and Drug Testing Procedures

The following procedures shall govern the administration of alcohol and/or drug tests:

- (1) When an alcohol test is administered, a blood sample will be taken from the employee. (Upon request, an employee shall be permitted to take a breath test, in lieu of a blood test, to determine the presence of alcohol in his/her system.) When a drug test is to be administered, a urine sample will be taken from the employee.
- (2) Blood samples will be collected and witnessed by authorized medical personnel at the collection site designated by the Village, and sealed and initialled by the employee and the witness.

- (3) Breath tests will be conducted by individuals trained to conduct such tests using a breath testing device capable of determining the presence of alcohol in the employee's system. The breath testing device will be used in accordance with the procedures specified by the manufacturer.
- (4) Urine samples will be collected in private at the collection site designated by the Village, under approved procedures designed to insure the integrity of samples and substantially in accordance with the procedures set forth in 49 CFR Part 40. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample) under the direct observation of a same gender collection site person.
- (5) Urine samples, and the urine custody and control form, will be marked and/or completed in the manner specified in 49 CFR Part 40. Blood samples, and the associated chain or custody form, will be marked in a manner to insure that the employee's name is not available to the testing laboratory.
- (6) Urine samples will be promptly sent to and tested by a laboratory that is certified to perform drug tests by the U.S. Department of Health and Human Services, in accordance with the procedures set forth in 49 CFR Part 40. Blood samples will be promptly sent to and tested by an agreed-upon laboratory.
- (7) An approved chain of custody procedure shall be followed in the administration of all blood and urine tests. Blood and urine samples which test positive for alcohol or drugs (and/or drug metabolites) will be stored at the laboratory for a minimum of three hundred sixty-five (365) days.
- (8) Alcohol testing shall be conducted using a single quantitative blood test. (A preliminary breath testing device may be used if a breath test is administered pursuant to subsection D(1) above, provided the results are confirmed by a second preliminary breath test or another accepted breathalyzer procedure.)
- (9) Initial drug screening shall be conducted using the EMIT (Enzyme Multiplied Immunoassay Technique) drug testing method. All positive drug tests shall be confirmed by the GC/MS (Gas Chromatography/Mass Spectrometry) drug testing method.

- (10) An employee required to submit to a blood and/or urine test must promptly execute a consent to the collection of samples, their analysis to determine the presence of designated controlled substances and/or their metabolites, or ethel alcohol, and the release of tests results to the Village Manager, or his/her designee.
- (11) When an alcohol test is conducted, a legible copy of the laboratory report (or an affidavit from the breathalyzer operator in the case of a breath test) shall promptly be made available by the Village to the employee and, with the employee's consent, the Union. When a drug test is conducted, a copy of the report submitted to the Village by the Medical Review Officer shall promptly be made available by the Village to the employee and, with the employee's consent, the Union.
- (12) All information collected in the process of administering a blood (breath) and/or urine test shall be treated as confidential information and shall be released to other persons only on a "need-to-know" basis.
- (13) An employee required to submit to a blood (breath) and/or urine test shall cooperate fully in the collection process and complete all required forms and documents.

E. Positive Alcohol and Drug Tests

Alcohol Tests. An employee shall be considered to be under the influence of or impaired by alcohol when the blood (breath) test results show a blood alcohol level of .04 percent, or more.

Drug Cutoff Limits. The cutoff limits established under 49 CFR Part 40 (set forth below) shall be used to determine whether drug test results are positive for the following drugs and/or their metabolites:

<u>Substance</u>	<u>Initial Test (EMIT) Cutoff Limits (ng/ml)</u>
Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	300*
Phencyclidine (PCP)	25
Amphetamines	1000

 * 25 ng/ml if immunoassay specific for free morphine

<u>Substance</u>	<u>Confirmation Test (GC/MS)</u> <u>Cutoff Limits (ng/ml)</u>
Marijuana metabolite*	15
Cocaine metabolite**	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine (PCP)	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzolecgonine

In the event that the cutoff limits established under 49 CFR Part 40 are revised and/or the U.S. Department of Health and Human Services or another agency of the federal government establishes cutoff limits for any additional drugs and/or their metabolites, the Village will recognize such new or revised cutoff limits.

Medical Review Officer. In accordance with the provisions of 49 CFR Part 40, the Village shall have a designated medical review officer. The medical review officer shall be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's positive drug test result together with his/her individual medical history and any other relevant biochemical information. The medical review officer shall be responsible for receiving, reviewing and analyzing all drug test results, and reporting any verified positive drug test results to the Village Manager, or his/her designee.

Prescription Drugs. When a positive drug test may be the result of use of a prescribed drug, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the request to do so, together with a written statement from his/her attending physician approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action.

F. Retesting

An employee who has a blood alcohol level of .04%, or more, in an alcohol (blood) test, or does not pass a drug test (i.e. the testing laboratory reports that the employee tested positive for any drug and the positive test result is verified by the medical review officer), may request a retest of the original blood and/or urine sample in accordance with the following guidelines:

- (1) The request must be made to the Village in writing within sixty (60) days of the employee's receipt of the test result.
- (2) The employee may specify retesting by the original testing laboratory or by another laboratory; provided the other laboratory is certified to perform drug tests by the U.S. Department of Health and Human Services and/or is approved by the Village.
- (3) The employee must pay the total cost of the additional analysis and all costs associated with the transfer of the sample to another laboratory, including shipping and handling costs, at the time the request for retesting is made. If the retest results in the employee passing the drug test or if the alcohol test is negative, the Village will reimburse the employee for these costs.
- (4) The originating laboratory shall follow approved chain of custody procedures when transferring the blood and/or urine samples if the samples are going to be retested by another laboratory; and the retesting laboratory shall follow approved chain of custody procedures when handling the sample during the retesting procedure.
- (5) Except as provided below, all drug and alcohol testing procedures set forth in this policy shall be observed during the retesting procedure. However, since some analytes may deteriorate during storage, detected levels of drugs below the established cutoff limits, but equal to or greater than the established sensitivity of the assay, shall, as technically appropriate, be reported by the retesting laboratory as positive and considered corroborative of the original positive results, in accordance with the provisions of 49 CFR §40.29(i).
- (6) The results of the retest will be binding on the Village, the employee and the Union.

If the retest is negative, any discipline the employee has received as a result of the initial test will be voided and no further disciplinary action will be taken against the employee. If the retest is positive, the test result cannot be challenged in any forum.

G. Disciplinary Action

Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:

- (1) Refusal to take an authorized blood (breath) and/or urine test, including refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted sample.
- (2) Drinking alcoholic beverages or using drugs while on duty or on Village property.
- (3) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any prohibited substance, including an alcoholic beverage, while on duty or on Village property.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the Village reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

In the following circumstances, employees shall receive a disciplinary suspension of not more than five (5) days for the first offense; however, if an employee violates another work rule in conjunction with a violation of this policy, the Village shall have the right to take stricter disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record:

- (4) Having a blood alcohol content of .04% or more during working hours.
- (5) Testing positive for drugs and/or their metabolites in any authorized drug test.

Rehabilitation and Additional Testing

In cases where an employee receives disciplinary action other than discharge for an alcohol and/or drug related infraction, the following procedures shall apply:

- (1) The Village may require the employee to participate in an approved treatment, counselling or rehabilitation program for alcohol and/or drug abuse at the time discipline is imposed.
- (2) The Village shall have the right to require the employee to undergo follow-up alcohol and/or drug testing at any time for a period of up to one (1) year as a condition of reinstatement or continued employment.
- (3) If the employee is required to enroll in a treatment, counselling or rehabilitation program, his/her reinstatement or continued employment with the Village will be

contingent upon successful completion of the program and remaining alcohol and drug free for its duration.

- (4) An employee who is required to enroll in such a program must submit to any alcohol and/or drug tests administered as part of the program, and must sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such alcohol and/or drug tests to the Village.
- (5) If an employee who has received disciplinary action less than discharge for any alcohol or drug related infraction tests positive for alcohol or drugs in any subsequent test, he/she shall be subject to immediate discharge.

Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the Village reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

H. Voluntary Alcohol and Drug Rehabilitation

If an employee who is not otherwise subject to disciplinary action voluntarily admits that he/she has an alcohol and/or drug abuse problem, the Village Manager (or his/her designee) will meet with the employee to discuss the various treatment, counselling and rehabilitation options that are available. These options may include allowing the employee to continue working while receiving outpatient treatment, counselling or rehabilitation in an approved alcohol and/or drug abuse program, or placing the employee on a medical leave of absence while he/she is receiving treatment, counselling or rehabilitation in an approved inpatient or outpatient alcohol and/or drug abuse program.

When an employee voluntarily admits that he/she has an alcohol and/or drug abuse problem, the Village shall have the right to require the employee to submit to blood (breath) and/or urine tests, and/or a medical examination conducted by a Village-designated physician, prior to deciding what action is appropriate.

No disciplinary action will be taken by the Village against an employee who voluntarily admits that he/she has an alcohol and/or drug abuse problem in the situation described above, or tests positive for alcohol and/or drugs in a test of the sort described above after making a voluntary admission of alcohol and/or drug abuse. However, the Village shall have the following rights in such a situation:

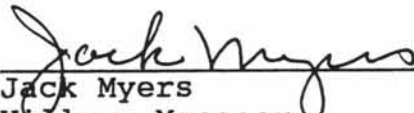
- (1) The employee may be required to enroll in and successfully complete an approved inpatient or outpatient alcohol and/or drug abuse program, and remain alcohol and drug free for its duration as a condition of reinstatement or continued employment.
- (2) If the employee enrolls in such a program, he/she must submit to any alcohol and/or drug tests administered as part of the program, and must sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such alcohol and/or drug tests to the Village.
- (3) The Village shall have the right to require the employee to undergo follow-up alcohol and/or drug tests at any time for a period of one (1) year following the employee's successful completion of the alcohol and/or drug abuse program.
- (4) If the employee tests positive for alcohol or drugs in a follow-up alcohol or drug test administered during this one (1) year period, or the employee voluntarily admits that he/she has experienced a reoccurrence of his/her alcohol and/or drug abuse problem at any time, the employee will be given one last opportunity for rehabilitation under the procedure described above.
- (5) Notwithstanding the foregoing, the employee will be subject to disciplinary action, up to and including discharge, for any subsequent violation of the Village's Drug-Free Workplace Policy, in accordance with the provisions of Section G above.

LETTER OF UNDERSTANDING
ARTICLE XXIV, SECTIONS A - D
BOOKKEEPER CLASSIFICATION

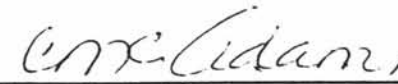
The Village and the Union hereby agree that the wage rates for the Bookkeeper classification will be increased by 25 cents per hour at all steps, retroactive to March 1, 1994. Accordingly, during the 1994-1995 contract year, the wage scale for that classification will be as follows:

<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>
10.83	11.10	11.37	11.66	11.96	12.25	12.56

Wage rates for the Bookkeeper classification in the second and third years of the 1994-1997 Agreement will be calculated based on the revised wage scale set forth above.

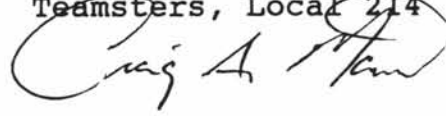


Jack Myers
Village Manager
Village of Chelsea



Cheryl McAdams
Business Representative
Teamsters, Local 214

Dated: 14th May 94



William A. Paul Sr