

10/10/97

A G R E E M E N T

between

THE VILLAGE OF CONSTANTINE

and

LOCAL 586, UNIT 81  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
AFL-CIO

DPW

Effective October 11, 1994

*Constantine, Village of*

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## AGREEMENT

This Agreement, effective the 11th day of October, 1994, by and between THE VILLAGE OF CONSTANTINE, a municipal corporation, with its offices located at 115 White Pigeon Street, Constantine, Michigan 49042, hereinafter referred to as "VILLAGE" or "EMPLOYER", and LOCAL 586, UNIT 81 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as "UNION".

### ARTICLE I PURPOSE AND INTENT

Section 1.1. It is the general purpose of this agreement to promote the mutual interests of the EMPLOYER and its EMPLOYEES and to provide for the operation of the services provided by the VILLAGE under methods which will further, to the fullest extent possible, the safety of the EMPLOYEES and to economically and efficiently provide to the citizens of the Village of Constantine, the services which are presently provided and which may be provided in the future without any interruptions. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### ARTICLE III DEFINITIONS

Section 2.1. For the purpose of this Agreement, the following words shall have the following meanings:

- (a) Discharge: For the purpose of this Agreement discharge shall mean the permanent separation of an EMPLOYEE from the payroll of the VILLAGE.
- (b) Fringe Benefits: As used herein, the term fringe benefits is used to encompass items such as vacations, holidays, insurance, medical benefits, pensions and other similar benefits under his employment or Union contract in addition to direct wages.
- (c) Workweek and Workday: The workweek shall be forty (40) hours for regular, full-time EMPLOYEES. A workday shall mean eight (8) hours.
- (d) Overtime: Overtime shall consist of authorized work in excess of the number of hours in any scheduled workday or workweek.
- (e) Promotion: A promotion shall mean a change in employment to a position classification which is of a higher maximum salary.
- (f) Reclassification: Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- (g) Transfer: Transfer shall mean a change in employment to another position in any classification which is one of the same maximum salary in similar duties and qualifications.
- (h) Salary Step Increase: A salary step increase shall mean an increase in compensation to the next higher step in the same pay range on the EMPLOYEE'S anniversary date of hire.
- (i) Vacation Day: A vacation day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal workday.
- (j) Shift Personnel: "Shift Personnel" as used herein shall mean all members of the Bargaining Unit.
- (k) Use of Pronouns: Wherever herein there is used a pronoun, i.e., he, she, him, her, etc., such word shall mean the "EMPLOYEE" and shall have no reference to sex.

ARTICLE III  
RECOGNITION

Section 3.1. Collective Bargaining Unit: The VILLAGE hereby recognizes the UNION as the exclusive bargaining representative for

the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment for all EMPLOYEES of the VILLAGE Department who are included in the Bargaining Unit.

The Bargaining Unit is described as follows:

All regular full-time and regular part-time Department of Public Works, Waste Water Treatment Plant and Clerical VILLAGE EMPLOYEES, excluding supervisors, confidential EMPLOYEES and all other EMPLOYEES.

Members of the Bargaining Unit may hereafter be referred to as "EMPLOYEE(S)".

If, during the term of this contract, the VILLAGE hires permanent part-time EMPLOYEES into Department of Public Works or Wastewater Treatment Plant, the EMPLOYER shall notify the UNION Steward within three (3) days of such hiring and the parties shall thereafter meet at a mutually agreed upon time, but under no circumstances later than two (2) weeks after the date of notice to the UNION, and shall negotiate with regard to wages and other terms and conditions of employment for new EMPLOYEES.

ARTICLE IV  
UNION REPRESENTATION

Section 4.1. UNION Activity During Working Hours: The UNION agree that, except as specifically provided by the terms and provisions of this agreement, EMPLOYEES shall not be permitted to engage in UNION activity during working hours. There shall be no UNION meetings held on VILLAGE property unless authorized in writing by the EMPLOYER.

Section 4.2. UNION Representation: The VILLAGE recognizes right of the UNION to elect a Unit President and one (1) Steward and the EMPLOYER shall be promptly notified in writing by the UNION of the names of the Unit President and Steward.

- (a) EMPLOYEES covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.
- (b) A local or international representative of the UNION may be permitted to visit the operation of the VILLAGE during working hours to talk with the Unit President or representatives of the VILLAGE concerning matters covered by this Agreement, provided, however, such visitation shall not interfere with the performance of work by Bargaining Unit EMPLOYEES.

Section 4.3. The Unit representative shall represent the EMPLOYEES and shall be authorized to resolve grievances and other EMPLOYEE matters on behalf of such EMPLOYEES. Such resolved grievances and matters shall be final and binding upon the EMPLOYEES and the UNION.

Section 4.4. The UNION shall designate to the EMPLOYER, in writing, the unit representative and the EMPLOYER shall not be required to recognize or deal with any EMPLOYEE other than the one so designated.

#### ARTICLE V UNION SECURITY

Section 5.1. Agency Shop: As a condition of continued employment, all EMPLOYEES included in the Bargaining Unit, within the first pay period after sixty (60) days from the date of their employment with the Village of Constantine or the effective date of this Agreement, whichever is later, shall become members of the UNION or pay a service fee to the UNION for labor services as

uniformly required by the UNION for the duration of this agreement. EMPLOYEES shall be deemed to be in compliance with this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 5.2. UNION Security: All EMPLOYEES in the Bargaining Unit shall, as a condition of continued employment, pay to the UNION an amount equal to that paid by other EMPLOYEES in the Bargaining Unit who are members of the UNION, which shall be limited to an amount of money equal to the UNION'S regular and usual monthly dues. New EMPLOYEES shall commence membership or payment on the first pay period of the month that is at least sixty (60) days following the date of employment.

Section 5.3. Dues Check-Off: Upon receipt of a voluntary authorization form signed by an EMPLOYEE covered by this Agreement, the EMPLOYER will each month deduct from the EMPLOYEE'S pay the amount owed to the UNION by such EMPLOYEE for UNION membership dues or a representation fee determined by the UNION and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement. It is agreed and understood that a representation fee is payment for services that will inure to the benefit of the members of the Bargaining Unit and the UNION agrees to provide non-members with adequate information about the proposed share they are contributing. Deductions will be made by the EMPLOYER from the first pay period of each month. Dues or representation fees deducted by the EMPLOYER for any calendar month will be remitted to

the designated financial officer of LOCAL 586, UNIT 81 of the SERVICE EMPLOYEE'S INTERNATIONAL UNION as soon as possible during the month after the payroll deductions have been made along with a list of the names for whom dues or representation fees were deducted. The VILLAGE shall not be liable to the UNION by reason of the requirements of this Section of the Agreement for the remittance or payment of any sums other than that constituting actual deductions made from EMPLOYEE'S wages. The UNION agrees to indemnify and hold the EMPLOYER harmless for any legal actions taken pursuant to this Section including actual defense costs and attorney fees.

- (a) The UNION shall supply the EMPLOYEES with a checkoff authorization form approved by the EMPLOYER and shall transmit such checkoff authorization form to the payroll office. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.
- (b) Dues or fees shall not be deducted when an EMPLOYEE'S net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the UNION by an EMPLOYEE for any monthly period that the EMPLOYEE'S net earnings are insufficient to cover the amount required.
- (c) The UNION shall notify the EMPLOYER, in writing, of the proper amount of UNION membership dues and subsequent changes in such amounts.
- (d) In cases where a deduction is made which duplicates a payment already made to the UNION by an EMPLOYEE or where a deduction is not in conformity with the provisions of the UNION Constitution and Bylaws, refunds to the EMPLOYEE will be made by the UNION.

ARTICLE VI  
MANAGEMENT'S RIGHTS

Section 6.1. The VILLAGE, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without

limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and any amendments made thereto. Further all rights which ordinarily vest in and are exercised by EMPLOYERS, except as are specifically relinquished in this Agreement, are reserved to and remain vested in the VILLAGE, including, but not limited to the right:

- (a) to determine the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; and
- (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; and
- (c) Nothing herein contained shall preclude the VILLAGE from contracting or sub-contracting that work which, in its opinion, it does not have the manpower, equipment or facilities to perform or which, in its judgment it cannot economically and/or practically perform with the existing work force. No Bargaining Unit employee shall suffer a loss of regular pay as a direct result of work being performed by an outside contractor, unless the VILLAGE abandons the entire department in which case the VILLAGE will negotiate with the UNION prior to abandoning the department.
- (d) to determine the number, location and type of facilities and installations; and
- (e) to determine the size of the work force and increase or decrease its size, subject to the layoff procedure herein established; and
- (f) to direct the work force and determine the number of employees assigned to operations; and
- (g) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; and

- (h) to adopt, revise and enforce reasonable work rules and carry out cost and general improvement programs; and
- (i) to transfer, promote and demote EMPLOYEES from one classification, department or shift to another; and
- (j) to select EMPLOYEES for positions and to determine the qualifications and competency of EMPLOYEES to perform available work.

Section 6.2. Rights: The VILLAGE shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to determine ability and skill; to provide and assign relief personnel; to establish and change work schedules; to establish and determine work loads, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE VII  
NO STRIKE - NO LOCKOUT

Section 7.1. No Strike Clause: The parties to this Agreement mutually recognize that the services performed by the EMPLOYEES covered by the Agreement are services essential to the public health, safety, and welfare of the citizens of the VILLAGE OF CONSTANTINE. Therefore, during the term of this Agreement, the VILLAGE and UNIT agree that there shall be no interruption of these services. The VILLAGE will not lockout the EMPLOYEES during the life of this Agreement. The UNIT agrees in turn to use the vehicle of the grievance procedure outlined herein and shall not strike. Under no circumstances will the UNIT cause or permit its members to cause nor will any member of the Bargaining Unit take part in any

strike, sit-down, stay-in, picketing, patrolling, slowdown or any curtailment of work in any department of the VILLAGE during the term of this Agreement. In the event of a work stoppage, curtailments of services, picketing or patrolling, the VILLAGE shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling or any other curtailment of work, by the UNION or the EMPLOYEES covered hereunder during the term of this Agreement, the UNION by its officers, agents and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be unauthorized and order said EMPLOYEES to stop said conduct and resume full services. The UNION agrees further to cooperate with the VILLAGE to remedy such situation by directing the EMPLOYEES to return to work. In the event that the UNION in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The VILLAGE shall have the right to discipline, up to and including discharge, any EMPLOYEE who participates in or gives leadership to any activity herein prohibited.

No provision herein shall be construed to limit the rights of individual members of the Bargaining Unit to protest the actions of the VILLAGE as a tax paying citizen of the VILLAGE.

ARTICLE VIII  
DISCHARGE AND SUSPENSION

Section 8.1. Discharge and Suspension: In the event an EMPLOYEE is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes that he has been suspended or discharged without just cause, the suspension or discharge shall constitute a case arising under the grievance procedure, provided that a written grievance signed by the EMPLOYEE and the Steward is presented to the Department Head within two (2) regularly scheduled working days after such discharge or after the start of such suspension.

- (a) The EMPLOYER agrees, promptly upon the discharge or suspension, to notify the EMPLOYEE and the Steward in writing of the suspension or discharge.
- (b) It is understood and agreed that when an EMPLOYEE files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the EMPLOYER to reveal to the participants in the Grievance Procedure any and all information available to the EMPLOYER concerning the alleged offense and such filing shall further constitute a release of the EMPLOYER from any and all claimed liability by reason of such disclosure.

ARTICLE IX  
GRIEVANCE PROCEDURE

Section 9.1. Grievance Definition: A "Grievance" shall be a complaint by an EMPLOYEE or a group of EMPLOYEES concerning the application or interpretation of this Agreement, or rates of pay, wages, hours of employment, and conditions of employment.

Section 9.2. Processing Steps: All grievances shall be handled in the following manner:

Step One:

An EMPLOYEE with a grievance shall, either within five (5)

days of the occurrence of the incident which gave rise to the grievance, or at the time of the EMPLOYEE'S first awareness of the grievance, discuss it with his immediate supervisor, either individually or through his or her representative, whichever is the preference of the EMPLOYEE. Each solution arrived at in this manner shall not be final without the written approval of the VILLAGE Manager. Notwithstanding the aforementioned, an answer shall be given by the supervisor to the EMPLOYEE within three (3) days, or the grievance shall proceed to the next step.

Step Two:

If the grievance is not satisfactorily resolved at Step One, the grievance may be presented in writing to the EMPLOYEE'S supervisor within five (5) days after the presentation of the initial grievance, notwithstanding the fact that there is no written reply by the VILLAGE pursuant to Step One. The EMPLOYEE'S supervisor shall discuss the grievance with the objective of resolving the matter. Thereafter, the EMPLOYEE'S supervisor shall give his written answer within three (3) days after receipt of the grievance.

Step Three:

If the grievance is not satisfactorily resolved at Step Two, the grievance may be presented in writing to the VILLAGE Manager or his representative within five (5) days after the answer of the EMPLOYEE'S supervisor in Step Two is received by the unit. The VILLAGE Manager or his representative shall discuss the grievance with the UNIT within ten (10) days of receipt of the grievance. A non-employee representative of the UNIT may be present if desired by the UNIT. The VILLAGE Manager shall give his answer in writing within ten (10) days after the aforementioned meeting.

Step Four:

If the grievance is not satisfactorily resolved at Step Three, the grievance may be submitted to the VILLAGE COUNCIL through the VILLAGE Manager. Such submission shall be in writing, within five (5) days after the receipt of the VILLAGE Manager's written decision. The VILLAGE COUNCIL shall allow the grievant and/or his UNION representative the opportunity to be heard at the next scheduled meeting following submission of the grievance, and shall, within two (2) weeks following the meeting, render its decision in writing.

Step Five:

If the grievance is not satisfactorily resolved at Step Four, the UNION may appeal the matter to arbitration. Within thirty (30) days from the receipt of the answer at Step Four, the UNION shall file, for arbitration with the Federal Mediation and Conciliation Service, and shall request from the Federal Mediation and Conciliation Service, a list of five (5) names

of qualified arbitrators. A copy of this request shall be given to the VILLAGE Manager. Upon receipt of the list of arbitrators, the president of the UNION and the VILLAGE Manager shall alternately strike names from the list with the right of first strike being determined by the flip of a coin. After two (2) names have been struck by each party, the name remaining shall be the arbitrator. It shall be the responsibility of the party seeking arbitration to notify the Federal Mediation and Conciliation Service of the selection.

Section 9.3. Time Limits: The time limits established in the grievance procedure shall be followed by the parties unless otherwise established by mutual agreement. In computing days, Saturdays, Sundays, and holidays shall be excluded. If the time limits in the grievance procedure are not followed by the UNION, the grievance shall be considered settled. If the VILLAGE fails to follow the time limits set forth in the procedure, the grievance may be advanced to the next step by the UNION, including the demand for arbitration.

Section 9.4. Grievance Format: The parties shall reduce the grievance to writing at each step of the grievance procedure beyond Step One. If the grievance is denied, the VILLAGE shall give the reason for its denial in writing. The VILLAGE'S response shall be handed to either the grieving EMPLOYEE or the grieving EMPLOYEES'S Unit representative. The parties hereto agree to use the attached grievance form.

Section 9.5. Individual Grievances: Nothing contained in the grievance procedure shall be construed to prevent any individual EMPLOYEE from presenting a grievance and having the grievance adjusted, excluding arbitration, without the intervention of the UNION if the adjustment is not inconsistent with the terms of the

Agreement and if a representative of the UNION has been given the opportunity to be present at such adjustment. An individual EMPLOYEE may withdraw from further consideration his or her grievance at any stage of the grievance procedure.

Section 9.6. The VILLAGE shall not be required to pay back wages for periods forty-five (45) days prior to the time a written grievance is filled.

Section 9.7. If an EMPLOYEE is given a disciplinary discharge or a disciplinary layoff, the UNIT representative shall be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the UNIT representative. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

Section 9.8. All claims for back wages shall be limited to the amount of wages that the EMPLOYEE would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received.

Section 9.9. The VILLAGE shall grant a necessary and reasonable amount of time off during straight time working hours to the UNIT representative who must necessarily be present for direct participation in grievance adjustments with the EMPLOYER. The UNIT representative shall first receive permission from his immediate supervisor to leave work and shall report back promptly when his

part in the grievance adjustment has been completed.

ARTICLE X  
ARBITRATION

Section 10.1. Arbitration Demand: The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step of the grievance procedure immediately prior to arbitration.

Section 10.2. Arbitral Forum: The parties understand and agree that, in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are defined as a grievance in Article VIII, Section 1.

Section 10.3. Arbitrator's Powers: The arbitrator shall have no power to ignore, amend, add to, alter, change, or modify any provisions of this Agreement, or the written rules or regulations of the department or of the VILLAGE, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who strike in violation of the no strike pledge in this Agreement, unless the question involves whether the actions of the EMPLOYEES constituted a strike.

No decision of the arbitrator shall contain a retroactive

liability beyond forty-five (45) days prior to the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as is possible.

Section 10.4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

Section 10.5. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses which are called by them.

Section 10.6. A priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within thirty (30) days of the hearing.

Section 10.7. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the UNION, on all Bargaining Unit EMPLOYEES and on the EMPLOYER. The UNION shall not encourage or cooperate with any Bargaining Unit EMPLOYEE in any appeal to any court or labor board from a decision of the arbitrator.

Section 10.8. Investigations: The VILLAGE may place an EMPLOYEE on an administrative leave pending an investigation for up to fourteen (14) days with pay.

ARTICLE XI  
SENIORITY

Section 11.1. Seniority Definition: Seniority shall be defined as the length of an EMPLOYEE'S continuous service with the

Village of Constantine, commencing upon completion of the probationary period, but dating retroactively to his or her last date of hire. EMPLOYEES in the same classification, hired on the same date, shall be placed on the seniority list in alphabetical order. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 11.2. Probationary Period: All new EMPLOYEES shall be considered probationary EMPLOYEES for a period of six (6) months after which time their seniority shall be as of their last date of hire. Until an EMPLOYEE has completed the probationary period, he or she may be laid off or terminated at the VILLAGE'S discretion without recourse to the grievance and arbitration procedures. The UNION shall represent probationary EMPLOYEES for the purpose of collective bargaining in respect to their rates of pay, wages, and hours of employment.

Section 11.3. Seniority Roster: The VILLAGE shall maintain a roster of EMPLOYEES arranged according to seniority showing name and seniority date. An up-to-date copy of the seniority list shall be furnished to the UNION every twelve (12) months.

Section 11.4. Loss of Seniority: An EMPLOYEE'S seniority with the VILLAGE shall terminate for the following reasons:

- (a) If the EMPLOYEE resigns or quits; or
- (b) If the EMPLOYEE shall be discharged and the discharge is not reversed through the grievance procedure; or
- (c) If the EMPLOYEE fails to return to work within seven (7) working days after the mailing of the department's notice of recall by certified mail or telegram to the EMPLOYEE'S last known address as shown on the department's records, unless otherwise agreed to between the VILLAGE and the EMPLOYEE; or

- (d) If the EMPLOYEE shall be absent from work for two (2) consecutive working days without advising the VILLAGE and giving satisfactory reasons for such absence; or
- (e) If the EMPLOYEE retires; or
- (f) If the EMPLOYEE has been on layoff for more than eighteen (18) months; or
- (g) The EMPLOYEE overstays a leave of absence without advising the EMPLOYER for two (2) consecutive days; or
- (h) The EMPLOYEE gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or
- (i) a settlement with the EMPLOYEE has been made for total disability.

Section 11.5. Layoff Procedure: If it is necessary to reduce the number of EMPLOYEES in the Bargaining Unit, regular Part-time EMPLOYEES shall be laid off first, followed by probationary EMPLOYEES, provided there are EMPLOYEES with seniority who have the then present ability to perform the available work. Thereafter, the EMPLOYER shall determine the number of EMPLOYEES to be removed from each job classification. EMPLOYEES with seniority in a job classification shall be removed on the basis of their seniority, i.e., least senior EMPLOYEE being displaced first, provided that the remaining EMPLOYEES have the then present ability to perform the available work in the classification. Under ordinary circumstances, notice of pending layoff of more than five (5) days duration shall be posted at least seven (7) regularly scheduled calendar days in advance of its effective date.

An EMPLOYEE laid off from a job classification shall be allowed to exercise his seniority to displace an EMPLOYEE in any other job classification with an equal or lower wage scale,

provided that he has the then present ability to satisfactorily perform the normal job functions of the position.

Section 11.6. Recall Procedure: EMPLOYEES with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior EMPLOYEE being recalled first, provided he has the then present ability to perform the available work. Notice of recall shall be sent to the EMPLOYEE at his last known address on record with the EMPLOYER by certified mail. An EMPLOYEE who fails to return to work within seven (7) calendar days shall be presumed to have resigned and their names removed from the seniority list.

Section 11.7. New Permanent Job Classifications: When and if the EMPLOYER determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefor, establish or amend the job description and advise the UNION as to both. If the UNION disagrees with the rate of pay established it may file a written grievance with respect thereto starting at the Section Step of the grievance procedure, provided that a grievance is filed within five (5) regularly scheduled working days after such notice is given to the UNION. If, as a result, a different rate of pay will become effective as of the date the job classification was created.

Section 11.8. Posting and Bidding: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the Bargaining Unit, the EMPLOYER

shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of five (5) regularly scheduled working days. During such five (5) day period, EMPLOYEES who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Department Head a signed statement concerning any qualifications or experience not listed in their personnel file that they wish to have considered. The appointment to a vacancy in the Bargaining Unit shall be in accordance with the following procedure:

- (a) If all factors are relatively equal among bidding EMPLOYEES, the most senior EMPLOYEE shall be awarded the job. It is understood that the bidding EMPLOYEE'S experience with the EMPLOYER in related job requirements and his work history shall be taken into account.
- (b) If no EMPLOYEE satisfied the specifications of subsection (a) above, then the EMPLOYER may assign a probationary EMPLOYEE who satisfies the specifications or institute the hiring procedure.
- (c) If the EMPLOYER determines that the most senior bidding EMPLOYEE will not be awarded the job, prior to awarding the job, the EMPLOYER will meet with the Steward to discuss the awarding of the job.
- (d) The job shall be awarded or denied within fifteen (15) working days after the posting period.

Section 11.9. Trial Period: When an EMPLOYEE is awarded a job under the provisions set forth in Section 8 of this Article, the successful bidder shall be on trial (job probation) for a period of sixty (60) days after being assigned to his new classification, if such classification is a new permanent job classification, and sixty (60) days if such classification is a permanent vacancy in an existing job classification. During such

period an EMPLOYEE may be removed from his new classification at any time he demonstrates to the EMPLOYER'S satisfaction that he is or will be unable to perform satisfactorily the requirements of such job.

An EMPLOYEE, who during the trial period is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be returned to the last job classification he had permanently occupied. In case of such setback, the EMPLOYER shall first consider other EMPLOYEES who signed for the posted job before reposting the job.

Section 11.10. Temporary Transfers: The service needs of the EMPLOYER change from day to day and season to season. Therefore, EMPLOYEES within one job may be assigned to work in a different job as the need arises. The EMPLOYER shall have the right to temporarily transfer an EMPLOYEE from one job to another to cover for EMPLOYEES who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The EMPLOYER shall also have the right to temporarily transfer an EMPLOYEE from one job to another to fill a vacancy or to take care of unusual conditions or situations which may arise. It is understood and agreed that any EMPLOYEE within the UNIT temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent job from which he was transferred. Any EMPLOYEE temporarily transferred to a job with a higher maximum pay rate in

accordance with the provisions of this Section for a period of time in excess of ten (10) working days shall be paid the applicable wage rate for the higher paying job. Any EMPLOYEE temporarily transferred to a job with a lower maximum pay rate, in accordance with the provisions of this Section, shall continue to be paid his regular wage.

Section 11.11 Promotions Outside the Bargaining Unit: An EMPLOYEE promoted to a position outside the Bargaining Unit, shall accumulate seniority while working outside the Bargaining Unit. If the EMPLOYEE requests to return to the Bargaining Unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion, provided there is an available job.

Section 11.12. Seasonal & Temporary Called Back Employees:

- (A) The VILLAGE shall have the right to hire SEASONAL EMPLOYEES for their six-week leaf collection program without regard to members of the Bargaining Unit that may be on lay-off.
- (B) Except for the leaf collection program, when and if the VILLAGE has the need to increase the work force for a temporary or short term duration through the use of Temporary Employees, any Part-time employees shall be offered the opportunity to work forty (40) hours and additional work shall first be offered to any member of the Bargaining Unit who is layed-off according to the following procedures:
  - 1.) EMPLOYEES shall indicate at the time of lay-off whether they want to be considered, if the EMPLOYEE does not want to be considered for temporary assignments, the VILLAGE shall have no obligation to contact them regarding such assignment.
  - 2.) If an EMPLOYEE wishes to be considered when such temporary assignments occur and is qualified to do the work, the EMPLOYEE shall provide the VILLAGE with a telephone number where they can be contacted and the VILLAGE shall contact them by telephone and offer the work.

- 3.) The EMPLOYEE shall have the option to accept or refuse the assignment. However, acceptance or rejection of a temporary assignment shall not affect, or increase or decrease, the seniority status of that EMPLOYEE under Section 11.4 (c) or (f) of the Collective Bargaining Agreement. A laid-off EMPLOYEE who accepts a temporary assignment shall still be considered on lay-off.
- 4.) The EMPLOYEE shall be paid at their regular rate of pay at the time of lay-off for the duration of the temporary assignment.
- 5.) If all members of the Bargaining Unit on lay-off status refuse the work or are not qualified to do the work, the VILLAGE then may fill the positions in any manner they choose.

ARTICLE XII  
HOURS OF WORK

Section 12.1 Work Schedules: It is recognized by the UNION and the VILLAGE that the care and welfare of the citizens of the Village of Constantine may require service on a seven (7) day, twenty-four (24) hour a day basis in some departments. Within this requirement, the VILLAGE will seek to maintain a pattern of regular work schedules that recognizes the personal requests, needs and family responsibilities of its EMPLOYEES.

Section 12.2 Work Period: The regular work period ordinarily shall be forty (40) hours in a seven (7) day work period. It is the intent of the VILLAGE that EMPLOYEES shall not be scheduled to work more than five (5) consecutive days. The regular work week for Part-time employees shall be 20 hours in a seven day period for 40 weeks per year and 40 hours in a seven day period for 12 weeks per year. However, both parties acknowledge that because of vacation days, sick leave days, etc., EMPLOYEES may work more than

five (5) consecutive days. The regular workweek applies to full-time EMPLOYEES and does not apply to regular part-time EMPLOYEES who work on a schedule that may change from time to time for mutual accommodation. Nothing contained in this Section shall be construed to be a guarantee of the number of hours to be worked each week or the amount of pay each week.

Section 12.3. Overtime: Approved overtime, at time and one-half the regular hourly rate of pay of the EMPLOYEE, will be paid for all hours worked over eight (8) hours in any day, or forty (40) hours in any seven (7) day period, unless overtime is covered by a change of shifts, requested by the EMPLOYEES. Overtime pay will not be granted if an EMPLOYEE voluntarily exchanges duty hours, thereby creating overtime. Double time shall be paid for all hours worked on Holidays.

Section 12.4. Call In: When an EMPLOYEE is called in to work in addition to his scheduled work time, he shall be paid one and one-half times (1 1/2 X) his regular hourly wage, as set forth in Appendix "A", for all hours worked, with a minimum of two (2) hours.

Section 12.5. Mileage Allowance: EMPLOYEES who are required to use their own vehicle in the performance of their duties shall receive mileage reimbursement at the rate of \$.25 per mile.

ARTICLE XIII  
LEAVES OF ABSENCE

Section 13.1. Unpaid Sick Leave: An EMPLOYEE may apply to the VILLAGE Manager for a leave of absence for personal reasons without pay, provided the EMPLOYEE has completed his probationary

period, has good cause for such leave and can be spared from the work. If permission is granted by the VILLAGE Manager for an unpaid personal leave, any benefits earned at the time of granting the unpaid sick leave will be credited to the EMPLOYEE upon his or her return to active employment. However, no benefits shall accrue to the EMPLOYEE during his or her unpaid sick leave. No unpaid sick leave shall be granted in excess of ten (10) working days, except under extraordinary circumstances.

Section 13.2. Paid Sick Leave: All EMPLOYEES with seniority shall be eligible for paid sick leave in accordance with the schedule below. Upon completion of the ninety (90) days of employment, an EMPLOYEE shall be entitled to sick leave credits commencing from his or her date of hire as follows:

<u>Required Service</u>	<u>Leave Time</u>
Full-Time upon completion of each full month	six (6) hours
Part-Time upon completion of each full month	three (3) hours

Accumulated sick leave shall be paid for each day of sickness at the EMPLOYEE'S regular straight time pay for eight (8) hours. The VILLAGE reserves the right to withhold sick pay for each day an EMPLOYEE fails to notify his or her appropriate department head or supervisor of their inability to report for work prior to their scheduled shift, unless said EMPLOYEE is physically unable to notify the department head or supervisor. When an EMPLOYEE has an excessive number of sick days or is habitually abusing sick leave, the VILLAGE may require a proof of illness (1) when an EMPLOYEE is

sick a day prior to a holiday or weekend, (2) when an EMPLOYEE is sick in excess of two (2) consecutive days, or (3) when an EMPLOYEE is sick in excess of six (6) days in any twelve (12) month period. Falsification of proof of illness or reasons for absence shall constitute just cause for discipline or discharge.

Sick leave shall be cumulative from year to year up to a maximum of sixty-five (65) days.

Paid sick leave shall be allowed only in the case of necessity and actual sickness or disability of the EMPLOYEE. The following rules shall apply to sick leave days:

- A. All sick days must be approved by the Department Head by "calling in sick" prior to the EMPLOYEE'S normal starting time. If an EMPLOYEE does not call in sick, then the absence will not be reimbursed as a sick day and the EMPLOYEE will be subject to discipline according to appropriate procedures, unless the EMPLOYEE is physically unable to call.
- B. If an EMPLOYEE is off work in excess of two (2) days or in excess of six (6) days in a twelve (12) month period, the Department Head or Village Manager may require a doctor's statement before the EMPLOYEE can receive compensation for those sick days.
- C. Sick days may be taken for personal illness or injury, or for illness or injury of an EMPLOYEE'S spouse, child, step-child, foster-child, parent or parent-in-law, provided they reside in the EMPLOYEE'S home. The EMPLOYEE may use sick days for maternity leave or an EMPLOYEE whose spouse delivers a child may use sick days to assist the spouse and child in delivery and subsequent recovery.
- D. Use of sick days for any reason other than described in paragraph C hereof shall subject EMPLOYEE to disciplinary action.
- E. Sick days will accumulate, but may not be used during first ninety (90) days of employment.
- F. The Village Manager may require any EMPLOYEE to have a complete physical at Village expense whenever there is any

question as to the EMPLOYEE'S ability to continue performing the duties of his job.

Said EMPLOYEE shall be charged for a paid sick day only for absences on days which the EMPLOYEE would have otherwise worked and would have otherwise received pay.

Seniority, hospitalization insurance, vacation and paid sick leave eligibility shall accumulate during all paid leaves of absence. However, no other benefits shall accumulate or accrue during a paid sick leave. Sick leave shall not be allowed for any period during which an EMPLOYEE is performing work for pay or profit or for an injury obtained in the course of employment for pay of an EMPLOYER other than the Village of Constantine.

Section 13.3. Funeral Leave: In cases of death in an EMPLOYEE'S immediate family, defined as: parents, spouse, children, brother or sister, father-in-law or mother-in-law, the EMPLOYEE shall receive a maximum of five (5) consecutive calendar days off immediately following the date of death without pay. In cases of death of a grandfather, grandmother, brother-in-law, sister-in-law, uncle, or aunt of the EMPLOYEE, the day of the funeral may be taken off without pay. Additional time off for funeral leave may be granted by the Village Manager due to exceptional circumstances. Funeral leave may be deducted from the EMPLOYEE'S accumulated paid sick leave, vacation days or personal days.

Section 13.4 Military Leave: An EMPLOYEE inducted into the armed forces of the United States under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a

leave of absence without pay for the period of service required by such original induction. The term of original induction shall be included in the computation of service for longevity benefits if the EMPLOYEE meets the employment reinstatement requirements. Upon honorable discharge and, if physically fit to perform the duties of the position held upon entering military service, the EMPLOYEE shall be reinstated to his former position or one comparable to it, provided he makes formal application for reinstatement within ninety (90) days after the date of military service discharge and provided that the VILLAGE'S circumstances have not changed so as to make it impossible or unreasonable to do so. In cases of re-enlistment, this Section shall not apply.

Section 13.5. Jury Duty: An EMPLOYEE who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal and providing that it will not apply to any cause in which the EMPLOYEE is the party to the action shall be compensated for the difference between their normal salary and that which they received for performance of such duty, less reimbursed expenses and travel allowance.

ARTICLE XIV  
HOLIDAYS

Section 14.1. Recognized Holidays: All full-time EMPLOYEES of the Bargaining Unit, including probationary EMPLOYEES who have been employed ninety (90) calendar days, will be paid for the following holidays:

New Year's Day  
Memorial Day  
Independence Day

Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve Day

Labor Day

Christmas Day

Part-time EMPLOYEES are not eligible for paid holidays. All EMPLOYEES who work on a designated holiday shall be paid the EMPLOYEES regular pay, plus two times (2X) his regular hourly wage, as set forth in Appendix "A", for all hours worked.

Section 14.2 Saturday and Sunday Holiday for Non-Shift Personnel: When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday by the non-shift personnel only. When any of the above holidays falls on a Sunday, the following Monday shall be observed as a holiday by the non-shift personnel only.

Some Wastewater Treatment Plant EMPLOYEES are shift EMPLOYEES and therefore do not follow the aforementioned guidelines. Wastewater Treatment Plant EMPLOYEES who are required to work his/her regular shift on the actual day of a holiday, or when an EMPLOYEE is called into work on the actual day of a holiday, shall receive double time pay for all hours worked on the actual holiday in addition to a normal forty (40) hour paycheck. When the actual holiday does not fall on the Wastewater Treatment Plant EMPLOYEE'S regularly scheduled workday, and if that EMPLOYEE is not called in to work on the actual holiday, said EMPLOYEE shall receive an additional eight (8) hours pay at his regular hourly rate as holiday pay.

Section 14.3. Absence Prior to and After a Holiday: An EMPLOYEE absent from work on the scheduled workday preceding or following a day observed as a holiday will not be paid holiday pay,

unless he/she was on an excused leave.

Section 14.4. Termination of Employment: If an EMPLOYEE terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

ARTICLE XV  
VACATIONS

Section 15.1 Full-time EMPLOYEE Schedule: Every full-time EMPLOYEE shall earn vacation with pay according to the following schedule:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
After one (1) full year of employment:	Forty (40) hours
After two (2) years, but less than six (6) years continuous employment:	Eighty (80) hours
After six (6) years, but less than twelve (12) years continuous employment:	One Hundred Twenty (120) hours
After twelve (12) years continuous employment:	One Hundred Sixty (160) hours

Part-Time employees, upon completion of two (2) years completed service shall receive vacation according to the Full-Time EMPLOYEE schedule prorated according to their scheduled number of hours worked.

Section 15.2. Absences: Vacation time is not earned during any period of absence from work without pay in excess of one (1) week.

Section 15.3. Scheduling: The time at which an EMPLOYEE shall take his vacation shall be determined by the Department

Supervisor or the VILLAGE Manager with due regard to the wishes of the EMPLOYEE and the needs of the VILLAGE. Two (2) weeks advance notice shall be given to the Department Supervisor or to the VILLAGE Manager, except in the case of an emergency, in order to permit the scheduling of vacations and to arrange working schedules. Vacation time off can be split into such periods of time as an EMPLOYEE desires, except no partial days may be taken. One (1) day of vacation may be taken upon one (1) day's notice, if approved by the Department Supervisor.

Section 15.4. Holiday: If a legal holiday falls within an EMPLOYEE'S vacation period, an additional day of vacation shall be granted.

Section 15.5. Employment Termination: If any EMPLOYEE leaves the service of the VILLAGE before completing twelve (12) months of work, he will receive no vacation pay. An EMPLOYEE who has worked at least one (1) year shall be paid for any unused vacation, when leaving the service of the VILLAGE. In addition, all accrued vacation time since the EMPLOYEE'S last anniversary date shall be prorated and paid to EMPLOYEES leaving the service of the VILLAGE, except there shall be no payment for accrued vacation time to EMPLOYEES who have been terminated for just cause.

#### ARTICLE XVI PERSONAL DAYS

Section 16.1. Personal Days: Each Full-Time EMPLOYEE shall have the option of taking three (3) days off for personal reasons each calendar year. The first personal day shall not be charged against sick leave, and the second and third days shall be deducted

from an EMPLOYEES accumulated paid sick leave, if any. Part-Time EMPLOYEES shall have the option of taking one (1) day off for personal reasons each calendar year which shall be deducted from an EMPLOYEES accumulated paid sick leave, if any. Personal Days shall not be accumulative from year to year. All Personal Days must be requested twenty-four (24) hours in advance. Personal Days are a benefit provided to EMPLOYEES for use as days off of work in order to conduct personal business. EMPLOYEES shall not use Personal Days to extend vacations, in combination with Holidays or after submitting an employment resignation.

ARTICLE XVII  
INSURANCE

Section 17.1. Term Life Insurance: The VILLAGE shall provide all regular full-time and regular part-time EMPLOYEES of the Bargaining Unit with term life insurance in the amount of \$20,000.00 commencing thirty-one (31) days after the date of first employment. All insurance coverage pursuant to this provision shall decrease to \$7,500.00 when the EMPLOYEE shall attain the age of seventy (70) years.

Section 17.2. Liability Insurance: The VILLAGE shall furnish liability insurance to and including those standard limits customarily secured for other agencies similarly situated protecting the EMPLOYEES from any and all liability that arises out of the course of their employment. Said coverage shall include, but not be limited to acts of negligence of the EMPLOYEE performed during the course of his duty and shall further provide that said EMPLOYEE, if sued, shall be provided with an adequate

defense, and if any judgment is rendered against the EMPLOYEES, it shall be satisfied to the extent of the insurance coverage.

Section 17.3. Hospitalization, Medical and Surgical Insurance: After thirty (30) days of employment all regular full-time EMPLOYEES are eligible for group hospitalization, medical and surgical insurance coverage. During the term of this Agreement, the VILLAGE shall maintain hospitalization, medical and surgical group insurance benefits, which are equal to those offered by the MEBS Three Star Plan. The VILLAGE shall pay 100% of the EMPLOYEES health insurance cost and 100% of the health insurance cost for EMPLOYEE'S dependent group hospitalization, medical and surgical coverage, provided the EMPLOYEE elects such coverage, for the first year of this Agreement. In the second year of this Agreement, the VILLAGE shall pay for any increase in the premium cost for insurance for the EMPLOYEE and dependents up to 22%, and the EMPLOYEE shall be responsible for paying for any increase in excess of 22%. In the third year of this Agreement, the VILLAGE shall pay for any increase in the premium cost for insurance for the EMPLOYEE and dependents up to 22% over the premium cost in the second year of the Agreement, and the EMPLOYEE shall be responsible for paying any increase over 22%.

Section 17.4. Self-Funded Health Insurance: The VILLAGE shall make available to all Bargaining Unit EMPLOYEES the sum of \$750.00 per year which may be used by EMPLOYEES to pay optical expenses, dental expenses, prescription drug expenses, psychological expenses, psychiatric expenses, hearing aid expenses,

any health related equipment and supplies, or the deductible on the hospitalization, medical and surgical insurance. The self-funded health insurance program year (reimbursement year) shall commence March 1 and terminate on the last day of February of the following year. All EMPLOYEES hired after 1982 shall use their employment anniversary date as the self-funded insurance commencement date for reimbursement year purposes. If an EMPLOYEE or his dependents fail to use the maximum \$750.00 available each reimbursement year, the unused portion thereof, up to a maximum of \$250.00 may be carried over to the succeeding reimbursement year. A maximum sum of \$1,000.00 is accruable in any one reimbursement year. "Eligible dependents" are defined as an EMPLOYEE'S spouse and an EMPLOYEE'S unmarried children, including a step-child or legally adopted child who is a dependent for federal income tax purposes, but excluding:

- (1) any such person who is insured as an EMPLOYEE of the VILLAGE; and
- (2) any child of the age of twenty-three (23) years or more, except if such child is (a) enrolled as a full-time student in an accredited school or college, and (b) an incapacitated child who became an insured dependent before obtaining age twenty-three (23) and has remained an insured dependent until age twenty-three (23), and upon attaining age twenty-three (23) is incapable of self-sustaining employment because of his or her incapacity; and
- (3) a legally separated spouse; and
- (4) a spouse or child on active duty in the military or international authority.

An EMPLOYEE must submit proof of payment in order to be reimbursed for expenses. Payments to EMPLOYEES will be made once each month. Payments for the deductible portion of the VILLAGE hospitalization,

medical and surgical insurance will not be made for sums which are in excess of EMPLOYEE'S health insurance deductible. All expenses which are covered by the hospitalization, medical and surgical insurance shall be submitted to the medical insurance carrier prior to consideration for payment under the self-funded insurance program.

Section 17.5. Upon termination of an EMPLOYEE'S employment for any reason, the EMPLOYEE'S group hospitalization, medical and surgical coverage shall terminate, unless the EMPLOYEE elects to pay for a continuance of that coverage, pursuant to the federal COBRA provisions.

Section 17.6. Sickness & Accident Insurance: All regular full-time EMPLOYEES shall be provided sickness and accident insurance which shall pay to the EMPLOYEE seventy percent (70%) of his weekly earnings up to a maximum of \$400.00 per week, for a maximum of thirteen (13) weeks. The VILLAGE Council may authorize up to an additional thirteen (13) weeks of sickness and accident coverage in case of an EMPLOYEE'S extended illness. Regular full-time EMPLOYEES shall be eligible for a weekly earning reimbursement on the first day of an accident which totally incapacitates the EMPLOYEE. Regular full-time EMPLOYEES shall be eligible for a weekly earning reimbursement on the eighth (8th) day of a sickness or illness which totally incapacitates the EMPLOYEE.

ARTICLE XVIII  
PENSION

Section 18.1. Eligibility: To be eligible for the Village of Constantine Retirement Plan, an EMPLOYEE must be 18 years of age

and complete 1000 hours of employment in a plan (fiscal) year.

Section 18.2. Defined Contribution Plan: The Village of Constantine shall make annual contributions to the Village of Constantine Retirement Plan based upon a percentage of the EMPLOYEE'S weekly wage. The amount of contribution by the VILLAGE shall be as follows:

Schedule of Allocations

<u>Years of Service</u>	<u>Percentage of Contribution</u>
1 yr.	2.00%
2 yr.	2.25%
3 yr.	2.50%
4 yr.	2.75%
5 yr.	3.00%
6 yr.	3.25%
7 yr.	3.50%
8 yr.	3.75%
9 yr. +	4.00%

If four percent (4%) of an EMPLOYEE'S annual earnings shall exceed the sum of \$1,600, then the EMPLOYER'S contribution shall be limited to the sum of \$1,600 per year. The Village Retirement Plan which is in effect in 1994 shall remain in effect for the duration of this Agreement.

Section 18.3. Voluntary Contributions to Pension Plan: All eligible EMPLOYEES may voluntarily contribute up to ten percent (10%) of their weekly wages to the Village of Constantine Pension Plan.

ARTICLE XIX  
SALARIES

Section 19.1. Schedule: All Bargaining Unit EMPLOYEES who are actively employed shall receive the wages set forth in Appendix "A" which is attached hereto.

Section 19.2. Paychecks: The VILLAGE shall ensure that all EMPLOYEES receive their paychecks before 11:30 am on their scheduled pay dates.

ARTICLE XX  
UNIFORMS

Section 20.1. All EMPLOYEES of the Waste Water Treatment Department and the Water and Street Department shall have uniform shirts furnished to them by the VILLAGE, and at the option of the EMPLOYEE, shall have uniform pants furnished to them by the VILLAGE. All EMPLOYEES must wear the provided uniforms while working. Additional apparel may be worn by the EMPLOYEES of the Waste Water Treatment Department and the Water and Street Department when the weather conditions dictate a need for such apparel. All EMPLOYEES of the Wastewater Treatment and Water and Street Department shall be reimbursed by the VILLAGE for one-half (1/2) of the cost of safety shoes up to a maximum of \$50.00 once each fiscal year.

ARTICLE XXI  
SEPARABILITY

Section 21.1. If any law not presently existing and hereafter enacted, or any proclamation, regulation or legislation of any state or federal agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto, upon notice to the other party, may reopen for negotiations the invalidated portion, and if an Agreement thereon cannot be reached within ninety (90) days, either party may submit the matter to appropriate binding arbitration.

ARTICLE XXII  
MISCELLANEOUS

Section 22.1. Meal Reimbursement: Any EMPLOYEE who is required to be out of the Village of Constantine during a meal period shall be compensated at a reasonable rate, not to exceed \$7.00 per meal for meals that are purchased. The EMPLOYEE shall submit his receipts for such meals prior to reimbursement by the VILLAGE.

Section 22.2. Captions: The captions used under each Section of this Agreement are for identification purposes and are not a substantive part of this Agreement.

Section 22.3. Bulletin Boards: The VILLAGE shall provide space for the posting of UNION notices within the departments on a bulletin board provided for that purpose. However, the VILLAGE shall have the right to police the bulletin boards for offensive materials.

Section 22.4. Concluding Clause: It is acknowledged that during the negotiations which resulted in this Agreement, both the UNION and the VILLAGE had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, both the UNION and the VILLAGE agree that both parties shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 22.5. Address and Telephone: All EMPLOYEES shall provide the EMPLOYER with their current address and telephone number and any changes therein. The EMPLOYER agrees to provide the

UNION with copies of the names and addresses on record with the EMPLOYER in January of each year.

Section 22.6. Copies of Agreement: The EMPLOYER agrees to provide to each EMPLOYEE a copy of this Agreement.

Section 22.7. CDL License: The cost of a Commercial Drivers License (CDL), required for the operation of Village equipment, including physicals and drug test, shall be paid by the Village for all EMPLOYEES required to have a CDL.

ARTICLE XXIII  
DURATION

Section 23.1. Effective and Termination Dates: This Agreement shall continue in full force and effect from October 11, 1994 to October 10, 1997, at midnight, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change, or modify this Agreement is served by either party hereto at least sixty (60) days prior to the annual expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives the day and year first above written.

VILLAGE OF CONSTANTINE

By William R. Commenator  
William R. Commenator  
Village Manager

By Robert L. Coryn  
Robert L. Coryn  
Village Council President

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
Local 586, Unit 81

By James Shelton  
James Shelton

By Joseph Papke  
Joseph Papke  
Neg. Comm. Member

By Scott King  
Scott King  
Neg. Comm.

APPENDIX "A"  
UNIT 81  
WAGE SCALE

<u>Effective October 11, 1994</u>	<u>Start</u>	<u>6 mths.</u>	<u>1 yr.</u>
DPW Leader	-	-	13.50
DPW Laborer	11.46	11.81	12.32
DPW Part-Time	-	-	8.75
WWTP Operator*	11.01	11.51	11.86
WWTP Driver*	10.43	10.93	11.28
Bookkeeper	9.96	10.46	10.81

Effective April 11, 1995

DPW Part-Time	-	-	9.47
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Effective October 11, 1995

DPW Leader	-	-	13.97
DPW Laborer	11.89	12.24	12.75
DPW Part-Time	-	-	10.18
Bookkeeper	10.34	10.84	11.19

Effective April 11, 1996

DPW Part-Time	-	-	10.90
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Effective October 11, 1996

DPW Leader	-	-	14.46
DPW Laborer	12.34	12.69	13.20
DPW Part-Time	-	-	11.62
Bookkeeper	10.73	11.23	11.58

Effective April 11, 1997

DPW Part-Time	-	-	12.34
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Licenses: EMPLOYEES who obtain State of Michigan Water System and/or Wastewater Treatment licenses for the operation of Municipal Water and/or Wastewater Systems shall be paid an additional twenty-five (\$.25) cents per hour premium pay for each such license.

\*Wages for the WWTP Operator and Driver shall be frozen at April 11, 1994 rates for the duration of this contract unless the VILLAGE hires EMPLOYEES into these positions, then the wage increases (3 1/2%) agreed to for other Full-Time classifications will be implemented for WWTP classifications on the same dates as other Full-Time EMPLOYEES.

Wastewater Treatment Plant EMPLOYEES working the night shift shall receive a premium of ten dollars (\$10.00) per week.