

12/31/97

6/5/95

UNION AGREEMENT

THIS AGREEMENT ENTERED INTO ON JANUARY 1, 1995 BETWEEN THE VILLAGE OF ELK RAPIDS (HEREINAFTER REFERRED TO AS THE "EMPLOYER") AND VILLAGE OF ELK RAPIDS EMPLOYEES ASSOCIATION (HEREINAFTER REFERRED TO AS THE "UNION").

INTENT OF AGREEMENT:

THE GENERAL PURPOSE OF THIS AGREEMENT IS TO SET FORTH TERMS AND AND CONDITIONS OF EMPLOYMENT, AND TO PROMOTE ORDERLY AND PEACEFUL LABOR RELATIONS FOR THE MUTUAL INTEREST OF THE EMPLOYER, THE EMPLOYEES AND THE UNION.

The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in delivering proper service to the community. To this end the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

MANAGEMENT RIGHTS

The Employer retains all rights and authority to manage and direct the Employees except as otherwise provided in this Agreement. The Association acknowledges the right of the Employer to make such reasonable rules governing the conduct of its Employees not in conflict with the provisions of this Agreement.

ARTICLE 1. RECOGNITION (Employees Covered):

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining unit described below:

"All Employees of the Village of Elk Rapids; but excluding full and part-time Police, Fire, Clerical, Harbor and Supervisors.

Elk Rapids, Village of

ARTICLE 2. NO STRIKE - NO LOCKOUTS

The Association agrees not to strike during the term of this Agreement, and acknowledges the Employer's right to terminate any Employee who does strike. The Employer agrees not to lock out Employees who comply with the terms of this Agreement.

ARTICLE 3. UNION SECURITY (Agency Shop):

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECK OFF:

(a) The Employer agrees to deduct from the wages of any Employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the Employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Association.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Association. Each Employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Association.

(d) AUTHORIZATION FORM:

TO:

Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the Association as monthly dues or
- () An amount equivalent to monthly Association dues, which is established as a service fee.

The amount deducted shall be paid to the Village of Elk Rapids Employee Association's Savings Account.

By:

Print last Name

First Name

Address

Zip Code

Telephone

Department

Classification

Signature

Employer's Copy

Date

ARTICLE 5. REPRESENTATION FEE CHECK OFF:

(a) The Employer agrees to deduct from the wages of any Employee who is not a member of the Association, the Association representation - fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d, above), provided, that the said form shall be executed by the Employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked

only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Association.

(b) The amount of such representation fee will be determined by the Elk Rapids Employee's Association.

(c) The Employer agrees to provide this service without charge to the Association.

ARTICLE 6. REMITTANCE OF DUES AND FEES:

(a) When Deductions Begin:

Check off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to Village of Elk Rapids Employee Association's Savings Account.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of Employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7. UNION REPRESENTATION:

(a) Stewards and Chapter Chairman:

The employees covered by this Agreement will be represented by one Steward and one Chapter Chairman. The Association shall have the exclusive right to assign said Steward and Chapter Chairman who will be a member of the Department of Public Works.

1. The Employer will be notified of the names of the Chapter Chairman and Steward who shall serve in each other's capacity in the absence of one of the officers.

2. The Chapter Chairman or the Steward shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure. Should the employer prove that such procedure is being exercised in an abusive manner, then the Employer may require that the investigation and presentation of grievances be accomplished during the last hour of the shift or as approved by the supervisor.

(b) Association Bargaining Committee:

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members, who shall be the Chapter Chairman and the Steward.

2. Members of the bargaining committee shall be paid by the Employer for all regular working hours spent in negotiations.

ARTICLE 8. GRIEVANCE PROCEDURE:

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must allege a violation of the contract. It must be presented within five (5) days from the date the Employee knew or should have known there was a violation citing Article and Section.

STEP 1: Any Employee having a grievance shall present it to the Employer as follows:

(a) If an Employee feels he has a grievance, he shall discuss the grievance with the steward within 15 calendar days of the stated grievance.

(b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.

(d) The immediate supervisor shall give his answer to the steward in writing, within five (5) working days of receipt of the grievance.

STEP 2: If the grievance remains unsettled, it shall be presented by the chapter chairman, in writing, to the Village Manager within five (5) working days after the response of Step 1 is due. The Village Manager shall sign and date the chapter chairman's copy. The Village Manager shall respond in writing to the chapter chairman within ten (10) working days.

STEP 3:

(a) If the answer at Step 2 is not satisfactory, and the Association wishes to carry it further, the chapter chairman shall refer the matter to the Association Representative.

(b) In the event the Association Representative wishes to carry the matter further, it shall, within twenty-two (22) calendar days from the date of the Employer's answer at Step 2, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Association Representative wishes to carry the matter(s) further, the Association Representative shall file a Demand for Arbitration within 30 days after the 22 day limit in accordance with the American Arbitration Association's Rules and Procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the Employee or Employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Association.

(e) A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 9. DISCHARGE AND SUSPENSION:

(a) Notice of discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an Employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended Employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the Employee and the steward.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended Employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second (2nd) step of the grievance procedure, and a hearing shall be held within seven (7) calendar days of the appeal. The grievance shall be submitted to the second (2) step within 15 calendar days.

(d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously. All references to any disciplinary action imposed by the Employer shall be removed from the personnel file of the employee after one (1) year from the date of imposition thereof.

(e) The Association recognizes the Employer's right to discipline up to and including discharge for the following, but not limited to, the following reasons:

1. Under the influence or partaking of non-prescription controlled substances or alcohol while working for the Village during working hours.
2. Falsifying sickness or any other cause of absence.
3. Falsifying an Employer's record or document.
4. Sabotage of public property or willful destruction of private property during working hours.

ARTICLE 10. SENIORITY (Probationary Employees):

(a) New Employees hired in the unit shall be considered as probationary employees for the first one hundred eighty-five (185) calendar days of their employment. When an Employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of one hundred eighty-five (185) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary Employees.

(b) The Association shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement. The Association acknowledges the Employer's right to terminate any probationary Employee for any reason within the 185 day probationary period. Probationary employees shall receive applicable benefits after ninety (90) calendar days. Grievances shall not be submitted for the termination of employees under this section.

(c) Seniority shall be an Employer-wide basis, in accordance with the Employee's last date of hire with bumping rights provided the Employee who is bumping possesses the required licenses and qualifications of the position they are moving into.

ARTICLE 11. SENIORITY LISTS:

(a) Seniority shall not be affected by the age, race, sex, marital status or dependents of the Employee.

(b) The seniority list on the date of this Agreement will show the date of hire, name and job levels of all Employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times.

ARTICLE 12. LOSS OF SENIORITY:

An Employee shall lose his seniority for the following reasons only:

(a) He quits or retires.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the Employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS:

The chapter chairman and the steward, in that order, shall head the seniority list of the unit, during their term of office for the purpose of layoff only.

ARTICLE 14. LAYOFF DEFINED:

(a) A layoff will include but not limited to reducing the work force due to a decrease in work or the Employer's lack of sufficient funding.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least two weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of Employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for Step 3 of the grievance procedure.

(c) When a layoff takes place, Employees not entered on the seniority list shall be laid off first. Thereafter, Employees having seniority shall be laid off in the inverse order of their seniority, i.e. the least senior Employee on the seniority list being laid off first.

(d) Employees to be laid off will receive at least seven (7) calendar days advance notice of layoff.

(e) During a layoff, there shall be no scheduled overtime.

(f) The top seniority person with applicable sewer and water licences shall be exempt from layoff if such layoff causes the sewer or water operation to go out of compliance.

ARTICLE 15. RECALL PROCEDURE:

When the working force is increased after a layoff, Employees will be recalled according to seniority, with the most senior Employee on layoff being recalled first. Notice of recall shall be sent to the Employee at his last known address by certified mail. If an Employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 16. TRANSFERS:

If an Employee transfers into a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights and any benefits, with the exception of any overtime pay, as provided within this Agreement.

ARTICLE 17. ADVANCEMENT:

Advancement by an Employee along levels and from one level to another is in accordance with Appendix "B".

ARTICLE 18. VETERANS (reinstatement of):

The re-employment rights of Employees and probationary Employees with veteran rights will be in accordance with all applicable laws and regulations.

ARTICLE 19. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two weeks per year.

ARTICLE 20. LEAVES OF ABSENCE:

- (a) Leaves of Absence for a period of one (1) year may be granted, in writing, without loss of seniority for: (such leaves may be granted by the Village Administration, and may be taken to the final step of the grievance procedure). A denial of educational leave is exempt from the grievance procedure.

1. Maternity Leave.
2. Illness leave (physical or mental).
3. Prolonged illness in immediate family, such leave may be extended for like cause.
4. Educational Leave

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Temporary employees hired during educational leave shall be exempt from the terms of this contract.

(d) Members of the Association selected to attend a function of the Association shall be allowed time off to attend not to exceed an aggregate of three (3) working days per year with pay.

ARTICLE 21. UNION BULLETIN BOARDS:

The Employer will provide bulletin boards in each building which may be used only by the Association for posting notices pertaining to Association business.

ARTICLE 22. RATES FOR NEW JOBS:

When a new job is created and the Employee filling that job, could or would be recognized by this contract, the Employer will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 23. JURY DUTY:

An Employee who is called for jury duty will be paid the difference between his pay for jury duty and his regular pay, provided; however, if an Employee is discharged from jury duty, he shall report back to work in two (2) hours if he would have at least three (3) hours to complete his regular shift.

ARTICLE 24. SAFETY COMMITTEE:

(a) The Employer and Employees agree to comply with all Michigan Occupational Safety and Health Act Regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the Association, such shall become a proper subject for the grievance procedure. The Employer agrees that safety equipment will be installed or two people will be on duty when checking underground pump stations.

(b) There shall be a Safety Committee composed of a member of the Association and the Employer's Supervisor.

(c) There shall be a minimum of six (6) safety meetings annually between management and Association employees. Such meetings will include discussions about safety related topics, as well as demonstrations, if applicable.

ARTICLE 25. EQUALIZATION OF OVERTIME HOURS:

(a) Overtime hours shall be divided as equally as possible among Employees who are qualified to perform the work available.

(b) For the purpose of this clause, time not worked because the Employee did not choose to work, will be charged the average number of overtime hours of the employees working.

(c) Overtime hours will be computed from January 1 through December 31 each year and is subject to review at the end of each period.

ARTICLE 26. PERMANENT PART-TIME EMPLOYEE:

Regular part-time employees may be hired by the Employer at their discretion. Such Employees will be defined as performing laborer duties, and shall work less than 32 hours/wk. Those Employees working 1000 hours within a calendar year shall qualify for one (1) day vacation and one (1) day sick leave for the next year up to a maximum accrual rate of five (5) days per year for each. Sick leave shall be exempt from other contract provisions. Such Employees shall receive time and a half for work performed during recognized holidays under this contract. Employees who have met the above parameters shall qualify for benefits listed at a rate retroactive to their start date for the next year.

ARTICLE 27. STATE AND FEDERAL PROGRAMS:

(a) In the event Employees are hired under STATE and/or Federal Programs where enabling legislation provides that they have the same right as other Employees; such as, seniority, promotions and etc., they shall be covered by the terms of the contract. It is agreed that these Employees will not be used in such a way as to displace, replace or reduce the hours of regular Employees.

ARTICLE 28. COMPENSATION (On-the-Job-Injury):

(a) Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an Employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his base weekly take home pay for one (1) year.

(b) The Employee shall receive the difference for an additional 1 year for each ten years of service.

ARTICLE 29. WORKING HOURS:

(a) The regular work day shall be eight (8) consecutive hours per day.

(b) The regular shift starting time shall be 7:00 a.m. to 3:30 p.m. However, the Employer may change the starting time up to two (2) hours earlier.

(c) The regular work week for the "Public Work's Employee" shall be five (5) consecutive days, Monday through Friday. The "Laborer" employee work week shall be 5 consecutive days which may vary.

(d) No hours shall be changed unless agreed upon by the Employer and the Association.

(e) Employees may take a fifteen-minute coffee break in the a.m. and also a fifteen-minute coffee break in the p.m., or the first half and second half of their regular shift, whichever may apply.

(f) An employee reporting for overtime shall be guaranteed at least three (3) hours of pay at the rate of time and one-half. The three hour minimum shall not be in effect if the overtime is continuous with his regular shift.

ARTICLE 30. SICK LEAVE/SICK AND ACCIDENT INSURANCE:

(a) Current Sick Leave Bank.

New Employees who hire in shall earn 6.66 hours of sick leave per month up a maximum of eighty (80) hours.

Once an Employee has accumulated a current bank of eighty hours, his sick leave accumulation shall be frozen. All sick leave claimed shall be deducted from the current sick leave bank.

On or about November 1st of each year, the Employee may file for sick leave credit payments by submitting the number of sick leave hours still in the current bank for payment. Upon confirmation that the Employees have such hours, the Employee shall be paid for the documented hours at a rate which is one-half (1/2) the Employee's current base hourly rate.

All full-time Employees shall be credited in advance with eighty hours on or about November 1, after payment of the sick leave credit payments earned the previous year.

The Employee shall not continue to earn 6.66 hours of sick leave per month after being credited with eighty hours and shall have all approved sick leave days deducted from the current bank.

(b) Should an Employee be on approved Sick Leave in excess of seven (7) calendar days, a sick and accident insurance policy, as paid for by the Village, shall be implemented that guarantees the Employee 66 2/3 of his regular gross weekly pay for up to six (6) months.

(c) All Employees claiming Sick Leave must notify the DPW Superintendent at least 1/2 hour after the start of Employee's shift or be absent without approved leave. In proper cases, exceptions shall be made.

(d) A written verification by a doctor may be required by the Village for an illness of three days or more.

ARTICLE 31. FUNERAL LEAVE:

An employee shall be allowed three (3) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is defined as follows: Mother, Father, Step-parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-children, Grandparents, Mother-in-law, Father-in-law.

ARTICLE 32. TIME AND ONE-HALF AND DOUBLE TIME:

(a) Time and one-half will be paid as follows:

1. For all hours over eight (8) in one day.
2. For all hours in excess of the regular work week.

(b) Double time will be paid as follows:

1. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

ARTICLE 33. HOLIDAY PROVISIONS:

(a) The paid holidays are designated as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
4th of July	Day before Christmas
Labor Day	Christmas Day
Veteran's Day	Day before New Year's Day
Good Friday	

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b) Should a holiday fall on Saturday, Friday shall be observed as the holiday. Should a holiday fall on Sunday, Monday shall be observed as the holiday.

ARTICLE 34. PERSONAL DAYS:

All full time employees shall be allowed four (4) personal days, credited January 1st of each year. Each yearly allocation shall be used during that year. There shall be no carry-over of unused personal days from one year to the next. All unused personal day benefits will be forfeited on December 31 of each year.

The taking of Personal Days shall be approved by the Supervisor before taking.

ARTICLE 35. VACATION ELIGIBILITY:

1 YEAR SERVICE -----	5 DAYS
2-4 YEAR'S SERVICE-----	10 DAYS
5 YEAR'S SERVICE-----	11 DAYS
6 YEAR'S SERVICE-----	12 DAYS
7 YEAR'S SERVICE-----	13 DAYS
8 YEAR'S SERVICE-----	14 DAYS
9 YEAR'S SERVICE-----	15 DAYS
10 YEAR'S SERVICE-----	16 DAYS
11 YEAR'S SERVICE-----	17 DAYS
12 YEAR'S SERVICE-----	18 DAYS
13 YEAR'S SERVICE-----	19 DAYS
14 - ? YEAR'S SERVICE-----	20 DAYS

ARTICLE 36. VACATION PERIOD:

(a) Vacations will be granted at such times during the year as are mutually agreeable between the Employer and the Employee. Employees must sign up at least thirty (30) days in advance of the day they want to use vacation in. The DPW Superintendent may waive thirty (30) day sign up if it will not detrimentally affect Village operations.

(b) The Employer may buy up to one (1) week's unused vacation if requested from the Employee providing that Employee has already used at least two (2) weeks vacation in the benefit year.

(c) If an Employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(d) No more than one Employee shall be on vacation at any one time, unless approved by the Employer. In the case that two or more Employees request the same date(s) for vacation, seniority shall prevail.

(e) Employees will be allowed to accrue a maximum amount of vacation time equal to twice their annual accrual rate. By November 1, 1994, all employees will be at or below this cap or excess hours will be deleted from the employee's accrual.

ARTICLE 37. PAY ADVANCE:

(a) If a regular pay day falls during an Employee's vacation, he will receive that check in advance before going on vacation.

(b) An employee who is laid off or retired, or severs his employment, will receive payment for unused vacation credit including that accrued in the current calendar year. A recalled employee will resume his previous accrual rate at time of rehire.

(c) Rate During Vacation:

Employees will be paid their current rate based on their regular scheduled work day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 38. MEDICAL COVERAGE, HOSPITALIZATION, DENTAL, SAFETY GLASSES:

(a) The Employer agrees to provide medical coverage for the Employee and his family. Such coverage will include \$3 drug card. The coverage is entitled Comprehensive Major Medical 100 (CMM 100). \$100/\$200 deductible (Hospital/Medical care) (Village Paid).

The Village further agrees to pay an additional deductible for employees hospitalization to a maximum amount of \$275/\$550.

(b) Subject to paragraph (d) and (e) below, the Employer agrees to provide hospitalization medical coverage for the Employee and his family during an Employee's absence as a result of illness or job-inflicted injury for up to one (1) year of absence and one (1) additional year for each five (5) year's of service.

(c) The Employer reserves the right to change carriers so long as the Employee receives the same coverage and the new carrier is nationally recognized.

(d) At the initiation of each premium year, the Village will be responsible for up to and including a 10% increase in premiums. The employee shall be responsible for premium increases above 10% and up to and including 20%. Any premium increase above 20% will be split 50/50 between Village employee and Village.

(e) Job Required Safety Glasses will be paid for by the Employer.

(f) Subject to Health Carrier rules, retirees may participate in the Employer Group Policy, reimbursing the Employer for all related expenses.

(g) The Employee shall be provided a dental insurance plan which offers the following or equivalent.

Plan Specification

Class I Benefits	Insurer Pays	Patient Pays
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	100%	0%
Class II Benefits		
Oral Surgery	75%	25%
Restorative	75%	25%
Periodontics	75%	25%
Endodontics	75%	25%
Class III Benefits		
Prosthetic Appliances	50%	50%
Major Restorations	50%	50%
Class IV Benefits		
Orthodontics	0%	100%

Maximum Contract Benefit - \$800.00 per person total per contract year on Class I and II Benefits.

ARTICLE 39. COMPUTATION OF BENEFITS:

All hours paid to an Employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement (maximum) 2,080 hours per year.

ARTICLE 40. UNEMPLOYMENT INSURANCE:

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all Employees under this Agreement.

ARTICLE 41. CONTRACTING AND SUB-CONTRACTING OF WORK:

During the term of this Agreement, the employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit that would cause a reduction in the regular hours of the regular work force, or that would cause a reduction in the regular work force itself. If there exists a dispute, said dispute shall be submitted to Step 3 of the grievance procedure.

ARTICLE 42. SUCCESSOR CLAUSE:

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession assignment or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 43. WORK PERFORMED BY SUPERVISORS:

The main function of Supervisory Staff is to provide direction to Employees. However, nothing in this Agreement shall preclude a supervisor from taking an active role in any aspect of service to the Village so long as it does not eliminate overtime compensation to staff. The supervisor may also respond to emergency calls providing regular staff cannot be reached.

It is guaranteed by the Employer that such front line tasks carried out by the Supervisor will not result in layoffs nor termination necessitated by any documented reduction in work load.

ARTICLE 44. APPENDIXES:

The following appendixes are incorporated and made a part of this Agreement.

- Appendix A - Pension
- Appendix B - Job Level Description
- Appendix C - Rates of Pay
- Appendix D - Educational reimbursement
- Appendix E - Uniforms
- Appendix F - Cost of Living
- Appendix G - Mileage

ARTICLE 45. TERMINATION AND MODIFICATION:

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM 1/1/95 to 12/31/97 AND SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER UNLESS WRITTEN NOTICE SUBMITTED TO THE ADDRESS OF THE ASSOCIATION AND/OR THE EMPLOYER, 60 WORKING DAYS IN ADVANCE OF THE EXPIRATION DATE OF DESIRE TO CANCEL, TERMINATE OR AMEND THE AGREEMENT, IS SERVED PRIOR TO THE EXPIRATION BY EITHER PARTY UPON THE OTHER PARTY. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE NEGOTIATION PROCESS INCLUDING ANY PERIOD EXTENDING PAST THE EXPIRATION PERIOD OF THIS AGREEMENT AND UNTIL SUCH TIME AS BOTH PARTIES REACH A NEW AGREEMENT.

ARTICLE 46. EFFECTIVE DATE:

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 1995 AS OTHERWISE PROVIDED IN APPENDIXES OR BY THE ATTACHED LETTER OF UNDERSTANDING.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

STEVE BREECE, ASSOCIATION REPRESENTATIVE

MYRON WINTERS, ASSOCIATION REPRESENTATIVE

Joseph W. Yuchasz, Village President

Robert Peterson, Village Manager

Michael Husband, Councilmember

Pauline Truesdell, Councilmember

Sanford Marlatt, Councilmember

Alison Choiniere, Councilmember

Daniel Reszka, Councilmember

Katherine Bradfield, Councilmember

APPROVED AT THE REGULAR COUNCIL MEETING HELD ON MAY 15, 1995.

APPENDIX "A"

THE PENSION PROVISIONS
NOW IN EFFECT FOR EMPLOYEES
COVERED BY THIS AGREEMENT
SHALL BE CONTINUED.

APPENDIX "B"

SIGNING CONDITIONS

- #1. All pay rates as earned in accordance with this contract shall be as follows:

	RATE	RATE	RATE
EMPLOYEE	1/1/95	1/1/96	1/1/97
STEVEN BREECE	12.87	13.30	13.74
FRANCISCO VASQUEZ	12.47	13.11	13.74
MYRON WINTERS	12.20	12.97	13.74
GEORGE SIWIRSKI (hired 10/2/95)	10.00		

2. Newly hired employees will henceforth have a starting rate of \$3.00 per hour less than regular employees in said job description and will receive a \$1.00 increase each anniversary year, after which time they will be at the same hourly rate as similar employees.

APPENDIX "C"

EDUCATIONAL REIMBURSEMENT

An Employee will be reimbursed for tuition, required course materials, lodging, meals, and mileage for personal vehicle (at a rate allowed by IRS) directly related to approved educational courses, training workshops, or seminars.

All cost associated with the acquisition of State Mandated Commercial Driver's License shall be borne by the Village.

The Employer will pay for lodging and meals directly related to the taking of tests for licenses as required by the Village.

The Employees will have use of either the Village credit card or receive appropriate per diem allowances before each Employer approved job related activity.

Any other claimed expenses must have prior Village Manager approval with a recommendation from the Employee's Supervisor.

APPENDIX "D"

UNIFORMS

1. Each new full time regular Employee shall be provided by the Village four (4) work shirts, four (4) work trousers and three (3) T-shirts and one (1) waist cut or fuller cut work jacket. Employees shall wear such uniforms while working for the Village.
2. The Employee shall be responsible for keeping the uniforms neat and clean.
3. The Village will provide and maintain coveralls for each Employee.
4. The Village shall replace any item deemed unusable or unsightly by the Village.
5. Each full-time employee shall be allocated two (2) long and two (2) short sleeve shirts, four (4) pair of trousers and one (1) work jacket on or about June 1st of each year.

APPENDIX "E"
MILEAGE

THE EMPLOYER AGREES TO PAY AT AN AMOUNT ALLOWED BY
THE IRS PER MILE FOR AUTHORIZED USE OF PERSONAL VEHICLES.