

8996

6/30/94

AGREEMENT

BETWEEN

VILLAGE OF LAKE LINDEN

AND

VILLAGE OF LAKE LINDEN EMPLOYEES
AFFILIATED WITH MICHIGAN COUNCIL 25
LOCAL #226
AFSCME, AFL-CIO

Lake Linden, Village of

Effective: July 1, 1991
Expires: June 30, 1994

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

This Agreement entered into on this 1st day of July, 1991, between the Village of Lake Linden (hereinafter referred to as the "Employer") and Lake Linden Village Employees, Chapter of Local #226, affiliated with Council #25, AFSCME; AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT:

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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 Union 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 Lake Linden Village employees, excluding office clerical, elected officials, supervisors and volunteer firemen, as determined by the Commission.

ARTICLE 2. AID TO OTHER UNIONS.

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

ARTICLE 3. UNION SECURITY. Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union 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 Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing ninety (90) 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 Union or pay a service fee to the Union 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 Union all union 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 by the employee for union dues and 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 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

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

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

(d) See attached.

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 Union the union representation fee, 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 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 Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

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

(d) See attached.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When deductions begin.

Check-off deductions under all properly-executed authorizations 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 the designated financial officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

(d) The Village of Lake Linden will have no liability if employee terminates and, due to clerical error, the proper dues were not deducted from the employee.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairman.

The employees covered by this Agreement will be represented by two (2) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments.

One (1) steward in the Department of Public Works

One (1) steward in the Police Department

(1) The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

(2) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

(3) The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievance to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.

(2) All bargaining by the parties shall commence at a mutually-agreed-upon time.

(3) Members of the bargaining committee shall be paid by the Employer for all work hours lost in negotiations if negotiations are requested by the Employer or if requested by the Union and agreed to by the Employer. If a police officer is on the bargaining committee, he will arrange his schedule so as to be off duty for negotiations.

ARTICLE 8. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually-agreed-upon time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union by request of either party.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 9. 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 be presented within thirty (30) working days of the employee's knowledge of its occurrence, but in no event longer than six (6) months after its occurrence. The employer will answer in writing, any grievance presented to it, in writing, by the Union.

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.

(b) The steward and/or employee may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, within three (3) working days, it will be submitted in written form by the employee and/or 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 within three (3) working days of receipt of the grievance.

STEP (2) If the answer is not satisfactory to the Union, it shall be presented in writing by the steward and/or the employee to the Chairman of D.P.W. or Police Commissioner within seven (7) working days after the immediate supervisor's response is due. The Chairman of D.P.W. or the Police Commissioner shall sign and date the steward's copy. The Chairman of D.P.W. or the Police Commissioner shall respond to the steward in writing within seven (7) working days of receipt of the grievance.

STEP (3) If the grievance remains unsettled, it shall be presented by the Chapter Chairman, in writing, to the President within five (5) working days after the response of Step (2) is due. The president shall sign and date the Chapter Chairman's copy. The President shall respond in writing to the Chapter Chairman within five (5) working days.

STEP (4)

(a) If the answer at Step (3) is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council 25.

(b) In the event Council 25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step (3) meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council 25 shall file a Demand for Arbitration 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 except in case of fraud, collusion, etc., as permitted by law. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgement 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 Union.

(e) A grievance may be withdrawn without prejudice by mutual agreement of the parties, 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) days from the date of withdrawal, the grievance shall not be reinstated.

(f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

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

ARTICLE 10. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at regular rates.

ARTICLE 12. 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 and 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 final step of the grievance procedure within thirty (30) working days after the Employer's last answer.

(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 two (2) years previously.

ARTICLE 13. SENIORITY (Probationary Employees).

(a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months 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 day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Police officers will receive the benefits of this agreement after six (6) months, but will remain on probation until certified by M.L.E.O.T.C.

(b) The Union 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, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be on a department-wide basis, in accordance with the employee's last date of hire.

(d) The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 14. 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, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairman with up-to-date copies upon request.

ARTICLE 15. LOSS OF SENIORITY.

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

(a) He quits.

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

(c) He is absent for three (3) 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 16. SHIFT PREFERENCE.

Shift preference shall be granted on the basis of seniority within the department, except for the Police Department.

ARTICLE 17. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairman shall head the seniority list of the unit during his term of office. This article refers to lay-off only.

ARTICLE 18. LAYOFF DEFINED.

(a) The word, "layoff" means a reduction in the work force due to a decrease of work.

(b) In the event it becomes necessary for a layoff the Employer shall meet with the proper union representatives at least ten (10) days 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 the final step 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 the layoff.

(e) During a layoff there shall be no scheduled overtime within the department in which the layoff occurred.

ARTICLE 19. 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 registered or 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. Employees must notify the Employer of his intent to return, within forty-eight (48) hours after receipt of recall notice. In proper cases exceptions may be made.

ARTICLE 20: TRANSFERS.

Transfer of Employees. If an employee transfers to 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 accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 21. JOB POSTINGS AND BIDDING PROCEDURES.

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in the City Hall. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum qualifications shall be granted a two-week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period has expired. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure, commencing with Step I. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

(c) During the two-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing within three (3) working days after employee's removal. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification for the hours worked, calculated to the nearest half (1/2) hour.

ARTICLE 22. VETERANS. Reinstatement of.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations of Michigan and Federal government.

ARTICLE 23. 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 only reserve pay when they are on full-time active duty in the Reserve or National Guard. A maximum of two weeks per year is the limit, except in the case of an emergency.

ARTICLE 24. LEAVES OF ABSENCE.

(a) Leaves of absence without pay for periods will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union. (Thirty (30) days)
2. Maternity leave. (One (1) year)
3. Illness leave (physical or mental). (One (1) year - medical certificate required).
4. Prolonged illness in immediate family. (Spouse or children - forty-five (45) days. Medical certificate required.)
5. Educational leave. (Six (6) months).

Such leave may be extended for like cause within the discretion of the Village Council.

(b) Employees shall accrue only seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the posi-

tion they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off, without pay, not in excess of ten (10) working days. However, no more than one (1) employee will be allowed time off if the function is longer than one (1) day.

ARTICLE 25. UNION BULLETIN BOARDS.

The Employer will provide bulletin boards in the main hallway of City Hall which may be used only by the union for posting notices pertaining to union business.

ARTICLE 26. RATES FOR NEW JOBS.

When a new job is created the Employer will notify the union of the classification and rate structure prior to its becoming effective. In the event the union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 27. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 28. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 29. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer is hereby established. This committee shall consist of the stewards, and shall meet upon request of either party during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 30. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted weekly on the union bulletin board.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two hours' minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement to work out a solution.

Overtime hours will be computed from the first day of March through the last day of February each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

ARTICLE 31. WORKMEN'S COMPENSATION. On-the-job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees to carry appropriate coverage with an insurance carrier of his choice or to self-insure if it desires as long as the coverage is equal to what the State law requires.

ARTICLE 32. WORKING HOURS. Shift Premium and Hours.

(a) Shift Hours: Department of Public Works.

First Shift - Summer: 6:30 a.m. to 3:00 p.m.
Winter: 7:00 a.m. to 3:30 p.m.

Snow removal hours shall be 5:00 a.m. to 1:30 p.m. with one-half (1/2) hour off for lunch. The employee will have the option to work through the lunch period and go home at 1:00 p.m.

No shift shall be changed unless agreed upon by the Employer and the Union.

(b) D.P.W. will work an eight (8) hour day and a forty (40) hour week, Monday through Friday.

Police will work an eight (8) hour day and forty (40) hour week.

(c) Employees shall be allowed thirty (30) minutes off for lunch. Police Department shall be allowed thirty (30) minutes lunch period included in the eight (8) hour shift.

(d) Employees may take a fifteen (15) minute coffee break in the a.m. and also a fifteen (15) minute coffee break in the p.m., or the first half and second half of their regular shaft, whichever may apply.

(e) An employee reporting for call-out time shall be guaranteed at least three (3) hours' pay at the rate of time and one-half.

(f) Hours worked shall be computed to the nearest hour.

(q) Call-out time shall be defined to mean a call-out from home or after an employee has completed his normal work day.

ARTICLE 33. SICK LEAVE.

All employees covered by this Agreement shall accumulate eight (8) sick leave hours per month, not to exceed ninety-six (96) hours per year, with seven hundred twenty (720) hours maximum accumulation. All unused sick leave hours will be paid upon severance of employment with the Employer, and upon death of an employee all unused sick leave hours will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as hours worked specifically. The Employer shall post an up-to-date list of the employees accumulated sick leave hours every six months or upon request. In the event the employee leaves the job early because of illness, only the hours lost will be charged to sick leave.

Part-time employees shall accrue sick leave on a pro-rated basis.

Employees will be required to furnish a doctor's certificate if absent because of illness for three (3) or more consecutive shifts.

Employees must notify the Employer of illness or injury prior to start of the shift in order to qualify for sick pay.

Employees shall be allowed to use accumulated sick leave for illness in the immediate family (wife and/or children).

ARTICLE 34. 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 of mother, father, brother, sister, wife or husband, son or daughter, step-children residing in household. One or more days will be granted, chargeable to vacation or sick leave, for a death of step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

If an employee desires more time off for a death in the immediate family, it shall be granted and charged to sick leave or vacation or taken without pay at the option of the employee.

ARTICLE 35. TIME AND ONE-HALF AND DOUBLE TIME.

Time and one-half will be paid as follows:

1. For Saturday as such, except for police officers (provided the employee has worked forty (40) hours).
2. For hours in excess of the regular work week which is forty (40) hours for D.P.W. and forty (40) hours for police officers.
3. For all hours worked on Sunday, except for police officers (provided the employee has worked forty (40) hours).
4. For all hours worked on holidays defined in this Agreement, in addition to holiday pay.

ARTICLE 36. HOLIDAY PROVISIONS.

The paid holidays are designated as:

New Year's Day	Labor Day	
Memorial Day	Thanksgiving Day	
Independence Day	Christmas Day	Good Friday

Employees shall also be entitled to one (1) floating holiday, based on seniority.

If a holiday falls on a Saturday, Friday will be the holiday for the D.P.W. If a holiday falls on a Sunday, Monday will be the holiday for the police and D.P.W. Employees will be paid their current rate, based on their regular scheduled work day for said holidays.

ARTICLE 37. VACATION ELIGIBILITY.

An employee will earn credits toward vacation with pay in accordance with the following schedule: The Employer shall post an up-to-date list of the employees' vacation time every six (6) months, or upon request.

After 1 year	5 working days
After 3 years	10 working days
After 10 years	15 working days
After 17 years	20 working days

ARTICLE 38. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as requested by the employee as long as it does not interfere with the normal operation of the Village.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled upon presentation of a doctor's certificate. Employees must notify the Employer forty-eight (48) hours after onset of illness. In proper cases, exceptions may be made. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(e) Vacations will be granted on the basis of seniority.

(f) An employee will only be allowed two (2) weeks' vacation between June 1, and September 15, and only one (1) week during deer season.

(g) The tentative vacation schedule must be submitted by the first day of April for vacation of five (5) days or more. If not submitted by first of April, seniority shall not prevail.

ARTICLE 39. PAY ADVANCE.

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

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 40. HOSPITALIZATION MEDICAL COVERAGE.

The present Blue Cross/Blue Shield hospitalization plan will remain in effect. Employer will provide a paid prescription drug rider with a \$2.00 Co-pay.

ARTICLE 41. 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.

Part-time employees will receive all the benefits of this Agreement on a pro-rated basis.

ARTICLE 42. UNEMPLOYMENT INSURANCE.

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

ARTICLE 43. CONTRACTING AND SUB-CONTRACTING OF WORK.

The Village of Lake Linden will be allowed to contract and/or sub-contract our work provided it does not replace or displace members of the bargaining unit or reduce the hours thereof.

ARTICLE 44. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the grievance procedure.

ARTICLE 45. TRAINING. EDUCATIONAL PROGRAMS AND MEETINGS.

The Employer agrees to pay lost time and expenses to employees for all required training classes or meetings and any other educational program directly connected with an employee's employment, provided it is required by the Employer.

ARTICLE 46. COURT TIME FOR POLICE OFFICERS.

Any police officer who is required to appear in court as a result of his employment responsibility shall be paid for all such "court time" at his regular hourly rate and all such hours shall be computed for the purpose of overtime provisions of this Agreement.

ARTICLE 47. UNIFORM ALLOWANCE.

The Village of Lake Linden will provide the necessary uniform for the police officer and will pay for all maintenance.

The Village of Lake Linden will provide, for the D.P.W., two (2) changes of uniforms per year and will replace worn or damaged uniforms providing old uniforms are turned in.

D.P.W. members shall receive at least one (1) pair of safety boots every two (2) years and the police officer shall receive at least one (1) pair of safety shoes every two (2) years.

ARTICLE 48. WORK PERFORMED BY SUPERVISORS.

Superintendent of Public Works and the Police Chief may continue to perform work as in the past, provided it does not replace or displace bargaining unit members or reduce the hours thereof.

ARTICLE 49. APPENDIXES.

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

- Appendix A - Classification and Rates
- Appendix B - Regular and Part-Time Benefits
- Appendix C - Pension
- Appendix D - Contract Reopener

ARTICLE 50. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until July 1, 1991.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if the Employer, addressed, Village of Lake Linden, Lake Linden, Michigan, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 51. EFFECTIVE DATE.

This Agreement shall become effective as of its date of execution.

7-1-91
HEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Jude Kalich
Wayne A. Blitzer

FOR THE EMPLOYER:

Almon R. Perry
Susan P. Harrison

Michigan Council #25
AFSCME, AFL-CIO

APPENDIX A

CLASSIFICATIONS AND RATES

	7/1/91-6/30/92	7/1/92-6/30/93	7/1/93-6/30/94
Equipment Operator	\$9.40	\$9.85	\$10.35
Semi-skilled Labor	\$9.02	\$9.47	\$9.97
Laborer	\$8.92	\$9.37	\$9.87
Police Officer	\$9.40	\$9.85	\$10.35

(The Council-designated leader of the Street Department will receive an additional 1.00 per hour stipend.)

(The Council-designated assistant leader of the Street Department will receive an additional 12.5¢ per hour stipend.)

APPENDIX B

REGULAR PART-TIME BENEFITS

All regular part-time employees shall receive all fringe benefits on a pro-rated basis. Pro-ration shall be based on the hours worked for a regular part-time employee defined by the regular hours of a full-time employee.

APPENDIX C

PENSION

The Employer shall provide a fully-paid Michigan Municipal Employees Retirement System - Benefit C-1 Plan. Funding the cost of this Benefit Plan C-1 will commence on July 1, 1985.

APPENDIX D

CONTRACT REOPENER

It is understood that the implimentation of the third year classification and rates schedule shall be contingent upon the Village of Lake Linden not incurring a reduction in its State-shared revenue funds. If the Village receives a reduction in its State-shared revenues for said contract year it shall have the right to re-negotiate the classification and rates schedule set forth in Appendix A for the July 1, 1990 - June 30, 1991.

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