

6/30/96

AGREEMENT
between
THE VILLAGE OF ALMONT
and
THE ALMONT VILLAGE EMPLOYEES,
CHAPTER OF LOCAL #1421
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

Almont, Village of

July 1, 1993 through June 30, 1996

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AGREEMENT

This Agreement entered into on this _____ day of _____, 1993, between the Village of Almont (hereinafter referred to as the "EMPLOYER") and Almont Village Employees' Chapter of Local #1421, affiliated with Michigan Council #25, AFSCME, AFL-CIO, (hereinafter referred to as the "UNION".)

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

PURPOSE AND INTENT

1. 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.

2. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper and uninterrupted service to the community.

3. The parties mutually recognize that the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption of such service to the public.

4. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their 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 as certified by the Michigan Employment Relations Commission:

UNIT I:

All supervisory employees and D.P.W. Superintendent of the Village of Almont, but excluding Chief of Police, elected officials, and all other employees.

UNIT II:

All full-time D.P.W. laborers, waste water treatment plant employees, clerical employees, including any C.E.T.A. employees that may be employed in these classifications, but excluding supervisors, part-time employees and elected officials.

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aide, 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

(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 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 Union or pay a service fee to the Union equal to dues and initiation fees required for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

(d) Safe-Harmless. The Union shall hold the Employer safe-harmless in any disputes over this provision.

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 for Union 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 Union.

(b) Dues and initiation fees 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 initiations fees.

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

(d) See below.*

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 below.*

* To: _____ EMPLOYER
I hereby request and authorize you to deduct from my earnings, one of the following:
[] An amount established by the Union as monthly dues.
or
[] An amount equivalent to monthly union dues, which is established as a service fee.
The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

FIRST NAME										INITIAL
LAST NAME										
STREET NUMBER				STREET NAME AND DIRECTION						
CITY					ZIP CODE					
AREA CODE	TELEPHONE				CLASSIFICATION					

SIGNATURE

EMPLOYER'S COPY

DATE

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 and second pay period of each month.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and new addresses of all employees from whom deductions have been made no later than the tenth (10th) day of the month following the month in which they were deducted.

(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.

(d) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other form of liability arising out of its deductions from any employee pay of Union dues. The Union assumes full responsibility for the disposition of the deduction so made once they have been remitted to the Union.

ARTICLE 7. UNION REPRESENTATION

Steward, Alternate Steward and Unit Chairperson.

The employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to assign said steward.

1. The Employee will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.

2. The steward or Unit Chapter Chairperson, during their working hours, without loss of time or pay, may investigate and present grievance to the Employer during working hours, having first received permission from the Employer.

ARTICLE 8. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually convenient times. 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.

(b) The Union representatives may meet on the Employer's property for at least one-half (1/2) 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 written grievance must be presented within five (5) working days of the employee's knowledge of 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/she has a grievance, he/she shall discuss the grievance with the Village Manager and/or steward.

(b) The steward may discuss the grievance with the Village Manager.

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

(d) The Village Manager shall give his/her answer to the steward within five (5) working days of receipt of the grievance.

Step 2.

(a) If the answer at STEP 1. is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.

(b) Either party may request the use of M.E.R.C. prior to the submission of a grievance to A.A.A. Such a request will automatically extend the contractual time limits to facilitate such a meeting.

(c) 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 1. meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remains 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 Regulations.

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

(e) There shall be no appeal from any arbitrator's decision. 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.

(f) Any grievance not answered within the time limits by the Employer shall be advanced to the next step.

(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. DISCHARGE AND SUSPENSION

(a) Notice of Discharge of Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her 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/her discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her 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.

(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 11. PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

(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 Article (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 12. SENIORITY

(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 any 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 Chairperson with up-to-date copies at least every year.

(d) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 13. LOSS OF SENIORITY

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

(a) He/she quits.

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

(c) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last-known address that he/she has lost his/her seniority, and his/her 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/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

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

ARTICLE 14. 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 rate is proper, it shall be subject to negotiations.

ARTICLE 15. WORKING HOURS

(a) Employer shall establish shifts. Work day shall be 8 1/2 consecutive hours with 30 minute unpaid lunch.

(b) 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 shift, whichever may apply. Employees may be required to stagger coffee breaks to maintain uninterrupted service.

(c) Any employee reporting for call-in shall be guaranteed at least four (4) hours' pay at the rate of time and one-half (1 1/2).

ARTICLE 16. LAYOFF DEFINED

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

(b) In the event it becomes necessary for a layoff the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff, if possible. 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 fourteen (14) calendar day's advance notice of the layoff.

ARTICLE 17. 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/her 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/she shall be considered a quit. In proper cases exceptions may be made.

ARTICLE 18. 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/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 19. 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 each building. 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 requirements shall be granted a four-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. 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. The Employer shall furnish the Chapter Chairperson 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 Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the four-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. 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.

ARTICLE 20. VETERANS (Reinstatement of)

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

ARTICLE 21. 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 (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 22. LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, in the Union.
2. Illness leave (physical or mental).
3. Prolonged illness in immediate family.
4. Educational leave, if job-related.

Such leave may be extended for like cause.

(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 their seniority entitles them. No employee shall accrue benefits during a leave of absence except in the case of a medical leave.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off.

ARTICLE 23. UNION BULLETIN BOARDS

The Employer will provide bulletin boards which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 24. 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, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift. Transferred employees under emergency situations, i.e., water breaks, extreme weather, etc., shall not come under this provision.

Needs clarification
Should be less than 2 hours

ARTICLE 25. JURY DUTY

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

ARTICLE 26. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same Department. All employees, including supervisory, shall divide weekend and overtime as equally as possible unless other arrangements can be agreed to by all employees in that Department. An up-to-date list showing overtime hours will be posted every six (6) months in a prominent place in each unit.

Whenever overtime is required, the person with the least number of overtime hours in that Department within his/her unit 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.

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

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

ARTICLE 27. WORKER'S COMPENSATION (On-the-Job Injury)

Each employee will be covered by the applicable Worker's Compensation Laws or equivalent coverage under an equivalent plan.

ARTICLE 28. TIME AND ONE-HALF

Time and on-half (1 1/2) will be paid as follows:

1. For all hours over eight (8) in one day.
2. For all hours over forty (40) in a seven (7) day work period.

ARTICLE 29. HOLIDAY PROVISIONS

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
1/2 day Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
	Employee's Birthday

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 considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE 30. VACATION ELIGIBILITY

An Employee will earn credits toward vacation with pay in accordance with the following schedule:

1 - 3 years	10 days
4 - 9 years	15 days
10 - 14 years	18 days
15 - 20 years	20 days

ARTICLE 31. VACATION PERIOD

(a) Vacations will be granted at such times during the year as requested by the employee with two (2) weeks' advance notice.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) 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 become ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled.

(e) Vacations are accrued on the employee's anniversary date with eligibility commencing after completion of the first year of employment. One year's vacation accrual may be carried to the following year and vacation days may be taken in one-half (1/2) day increments.

ARTICLE 32. VACATION PAY

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

(b) If an employee is laid off or retired or severs his/her employment, he/she 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 vacation accrued during the current calendar year will have such credit deducted from his/her 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 33. 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.

ARTICLE 34. NO STRIKE - NO LOCKOUT

During the life of this Agreement, the Union shall not strike the Employer, nor shall the Employer cause the employees to be locked out.

ARTICLE 35. INSURANCE COVERAGE

(a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$25,000 while employed.

(b) Upon retirement or severance, the employee will be informed of his/her options and allowed to exercise his/her choice of options.

(c) The Employer agrees to pay the full premium of a non-occupational injury disability coverage while will provide \$300 per week for six (6) months.

ARTICLE 36. HOSPITALIZATION MEDICAL COVERAGE

(a) The Employer agrees to pay the full premium of BCBSM PPO Comprehensive Hospital, Semi-private, D45NM, FAE-RC, MVF1, ML TRUST 15, Plus 15, RM, ASFP, Master Medical Option 1 \$100 Deduct (80-20), MMCPOV, \$5 PPO Drug Card, Dental RC/50/50-800. This coverage will be applied to all employees covered by the terms of this Agreement.

(b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his/her family during an employee's absence as the result of any injury, illness or maternity.

(c) The Employer may change hospitalization carrier at its discretion. Any change will have similar benefits as current coverage.

(d) Upon retirement employees will be permitted to remain in the current Blue Cross/Blue Shield Plan at a cost of 103% of the premium cost, payable by the employee for the first eighteen (18) months of retirement. After eighteen (18) months said employee's payment will increase to 110% of the cost of said premiums.

ARTICLE 37. FUNERAL LEAVE

An Employee shall be allowed three (3) consecutive 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 to be defined as follows:

Mother, Father, Brother, Sister, Wife/Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Grandparents, Grandchildren, Son-in-Law, and Daughter-in-Law.

ARTICLE 38. SICK LEAVE

Full-time employees will be credited with one (1) work day of sick leave credit for each completed full calendar month of service.

Sick leave shall not be taken by an employee at his/her discretion, but shall only be available for use by full-time employees with an illness or injury. During the probation period, employees will accumulate sick leave, but cannot receive or use sick leave during this period.

In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within one-half (1/2) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the Village Manager, except in cases where such notice can't be given.

The Village Manager may require that employees provide specific and detailed medical data from the employee's doctor, and/or a personal affidavit stating the cause of the absence whenever sick leave is taken. Falsification of such evidence will be cause for discipline.

No sick leave may be taken until earned, however, the Village Manager may grant an exception to this requirement when he believes it is warranted by the circumstances.

Employees on leave of absence without pay shall not accumulate sick leave while on such leave.

Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

Once earned thirty days (30) to a maximum of sixty days (60) shall be held on the books. One-half (1/2) of any unused sick days over thirty (30) to sixty (60) days (employee's request) will be paid to the employee at the end of each calendar year with the other one-half (1/2) erased from the books. An employee who retires under the Village Retirement System or resigns and gives two (2) weeks' notice, will be paid one-half (1/2) of all earned sick leave accumulated.

Employees shall be allowed to use up to three (3) paid personal days per year. Employees shall give a minimum of twenty-four (24) hour advance notice on use of personal days to the Village Manager.

ARTICLE 39. UNEMPLOYMENT INSURANCE

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

ARTICLE 40. RETIREMENT

The Employer agrees to continue the current retirement plan for the term of this Agreement. The Plan is the MERS C-1 (New) for all employees in the bargaining unit, with an Employer contribution of five percent (5%). Subject to the attached letter of agreement.

ARTICLE 41. WAGE SCHEDULE

<u>DPW</u>	<u>Current</u>	<u>Effective 07/01/93</u>	<u>Effective 07/01/94</u>	<u>Effective 07/01/95</u>
Superintendent	13.68	14.09	14.51	14.95
Equipment Operator	11.78	12.13	12.49	12.86
Laborer	10.33	10.64	10.96	11.29
<u>Waste Water Treatment</u>				
Sewage Superintendent	13.68	14.09	14.51	14.95
Operator B - Licensed	12.86	13.25	13.65	14.06
Operator C - Licensed	12.27	12.64	13.02	13.41
Operator D - Licensed	11.78	12.13	12.49	12.86
Trainee	10.33	10.64	10.96	11.29
<u>Office</u>				
Clerical	8.75	9.01	9.28	9.56

ARTICLE 42. MANAGEMENT RIGHTS

The Employer retains all rights except those specifically abridged by this Agreement. The Employer may use temporary employees as long as the use of such employees does not cause a layoff or reduction of hours to a bargaining unit employee.

ARTICLE 43. UNIFORMS

Each employee will receive \$400 per year as a clothing allowance.

ARTICLE 44. LONGEVITY

Each bargaining unit member shall receive longevity payments, payable at the first pay period in December, each year in accordance with the following schedule:

\$250.00 per year after five years of employment
\$500.00 per year after ten years of employment
\$750.00 per year after fifteen years of employment

ARTICLE 45. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1996.

(a) If neither 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 ten (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 AFSCME Council #25, G-4101 Clio Road, Flint, MI 48504; and if to the Employer, addressed to Village of Almont, Almont, MI 48003; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written:

FOR THE UNION:

Fred Lentz

Mark Frayley

DATE:

8-24-93

FOR THE EMPLOYER:

Donald Baker

Sally J. McVee

DATE:

8-24-93

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF ALMONT

AND

AFSCME LOCAL 1421

It is the intent of the parties that the use of a subcontractor in the WWTP is to supply the need of necessary licensed services. It is not the intent to displace or replace existing employees.

Fred Trutt
Union

Gerald Oakes
Employer

Mark Frisley
Union
8-24-93
Date

Sally J. McVeen
Employer
8-24-93
Date

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF ALMONT

AND

AFSCME LOCAL 1421

With the conversion from the previous pension plan to the MERS C-1 (New) Plan as a result of the parties 1990 negotiations, the following conditions are agreed to:

- (1) The Village contribution shall be 5%.
- (2) The WWTP employees' contribution shall be 1.0%.
- (3) The DPW employees' contribution shall be 7.1%.
- (4) DPW employees shall contribute their current S.E.P. balance (less surrender charges) to secure previous years credit under the plan.

Fred Neute
Union

Ronald Cohen
Employer

Mark Farley
Union

Sally J. McVea
Employer

8-24-93
Date

8-24-93
Date

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF ALMONT

AND

AFSCME LOCAL 1421

It is mutually agreed the Village will approve the MERS-B-2 Retirement Plan, with the employees paying the increased cost. The Village agrees to pay MERS actuary cost of \$420.00.

Fred Leutter

Union

Mark Frank

Union

8-24-93

Date

Paul Baker

Employer

Sally G. McNew

Employer

8-24-93

Date