

LABOR AGREEMENT BETWEEN
THE VILLAGE OF PENTWATER
AND
PENTWATER PUBLIC EMPLOYEES ASSOCIATION

APRIL 1, 2015 THROUGH MARCH 31, 2018

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AGREEMENT

This Agreement entered into on this 11 day of March 2015, and is effective the 1st day of April 2015, between the Village of Pentwater (hereinafter referred to as the EMPLOYER, and the Pentwater Public Employees Association, (hereinafter referred to as the UNION), representing the Department of Public Works (DPW) employees.

PURPOSE AND INTENT

It is the purpose and intent of the parties to this agreement, this contract shall promote mutual cooperation and further the welfare of the Village of Pentwater and its employees; insure a spirit of confidence and cooperation between the employer and its agents and employees; establish uniform and equitable rates of pay and hours of work; provide for a disposition of grievances and to improve the efficiency of municipal services by striving for excellence.

ARTICLE 1. RECOGNITION- EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act 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 for all regular full-time hourly employee: excluding executives, supervisors, clerical, or casual employees.

ARTICLE 2. MANAGEMENT RIGHTS

The Village of Pentwater shall retain any and all rights, powers of authority and responsibilities conferred on it by laws and constitutions of the State of Michigan and of the United States including all rights and powers which ordinarily vest in and are exercised by employers. Included among the foregoing rights and responsibilities of management, but not limited to the following, are the rights;

- A. to manage its affairs efficiently and economically including the determination of the quantity and quality of service to be rendered, and the determination of materials, methods, tools and equipment to be used, and the establishment or discontinuance of any service, materials, or method of operation.
- B. to institute technological changes in the way the work is to be performed;
- C. to contract for or purchase any or all work or service;

- D. to determine the number, location and type of facilities including buildings and equipment;
- E. to determine the size of the workforce, the number of full-time and part-time employees to be employed in each job classification and to increase or decrease the number of employees;
- F. to determine what work is to be performed including the amount of overtime work, if any, that is to be performed;
- G. to hire, assign transfer, layoff and promote employees;
- H. to determine work schedules, including lunch and rest periods, starting and quitting times, and the number of hours in the work week and the work day of each employee;
- I. to utilize employees not in the bargaining unit to perform any work;
- J. to establish, change, combines or discontinues job classifications;
- K. to discipline, including discharge, employees for just cause;
- L. to adopt, revise and enforce work rules;
- M. to determine qualifications and competency required of all positions.

Both parties recognize that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and employees are vested solely and exclusively with the Employer.

ARTICLE 3. UNION SECURITY (AGENCY SHOP)

3.1 Union Membership:

Membership in the Union is not compulsory and is completely voluntary. All employees have the right to join, not to join, maintain, or drop their membership in the union, as they see fit. The Employer shall not discriminate against any employee because the employee voluntarily chooses to be a member of the Union nor shall the Employer discriminate against any employee who voluntarily chooses not to be a member of the Union.

3.2 Union Service Fee:

A: All employees included in the collective bargaining unit set forth in Section 1.1 shall complete a Union Membership Form or dues deduction form. An employee may voluntarily elect to be a union member, elect to pay the representation fees, or elect Not to be a Union

Member. If employee selects to be a union member or pay the representation fee, the Employer agrees to deduct Union dues or the representation fees, to become effective the first payday following the signature date on the dues deduction form.

B: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a Union member or who voluntarily authorizes the payment of representation fees, subject to the following conditions.

1: The union shall obtain from each employee of the bargaining unit a Union Membership Card or Dues deduction form which shall conform to the respective state and federal laws concerning that subject, or any interpretation (s) thereof.

2: Union Membership Form or dues deduction forms shall be filed with the employer, who may return an incomplete or incorrectly completed form to the Union Treasurer and no check-off shall be made until the form is corrected.

3: The Employee may voluntarily elect to change his selection on the Union Membership Form or dues deduction form at any time. The employee must obtain the form, complete the form and submit it to the employer.

4: The employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) weeks after remittance is transmitted. The written notice shall state the reasons the union feels the remittance is incorrect.

5: The Union shall provide the Employer with a written thirty (30) days' notice of any change in the Union dues or Service Fee to be deducted from the wages of the employees.

6: The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this article including D. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

7: The parties agree that should the right to work legislation be overturned through the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 4. CHECK-OFF OF DUES AND FEES

Section I. The Employer agrees to deduct from the wages of any employee, all union membership dues and representation fees uniformly require if any, as provided in a written authorization in accordance with the standard form provided by the Union, provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in force and effect during the

period thirty (30) days immediately prior to the expiration of this contract. The termination must be given to the employer and the union.

Section 2. Remittance of Dues to Financial Officer. Deduction for any calendar month shall be remitted to the address designated to the designated financial officer of Technical, Professional and Office workers Association of Michigan

Section 3. Dues and 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 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.

Section 4. The employer agrees to deduct and transmit contributions to TPOAM, each pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by TPOAM. Those transmittals shall occur each pay roll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE 5. UNION REPRESENTATION

Section 1. Stewards, Alternate Stewards and Unit Chairmen.

1. The employees covered by this Agreement will be represented by one steward. The union shall have the exclusive right to assign said steward.
2. The employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
3. The steward involved during his/her working hours, without loss of time or pay, may present grievances to the Employer during working hours.
4. The Unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure.

Section 2. Union Bargaining Committee

1. Employee covered by this Agreement will be represented in negotiations by two negotiating committee members who will be paid by the Employer.
2. Members of the bargaining committee shall not lose time or pay for hours spent in negotiations which occur during normal working hours.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1. A grievance subject to the following procedure shall include any and all disciplinary actions taken by the Employer, any and all questions and disputes involving contract interpretations, and any and all questions and disputes involving conditions of employment. The Union shall have the right to file a group grievance as to a question or dispute involving more than one employee, which shall be filled with the Personal Committee for processing at the Third Step of the grievance procedure set forth below.

In computing the time limits below, Saturday, Sunday and Holidays are excluded.

All unsettled grievances as defined above, shall be subject to the following procedure:

FIRST: An employee having a grievance shall present it to his/her immediate supervisor. The employee may be accompanied by his/her Steward if they so desire. The immediate supervisor shall give his/her answer to the employee within five (5) days. If satisfactory settlement is not reached;

SECOND: The employee having a grievance shall put it in writing and file the original with the Employer, with a copy to the Union, within ten (10) days of the event upon which it is based. The employee and Union Steward shall immediately attempt to settle the grievance with the appointed representatives of the Village. The Manager or his/her designee shall give his/her written answer to the employee and Union steward within seven (7) days of this meeting. If the grievance is not satisfactorily settled within five (5) days of the written answer;

THIRD: The Steward, employee and the Union Representative, shall take the matter up with the personnel committee of the Employer, who shall give their written answer within five (5) days. If satisfactory settlement is not reached in twenty (20) days;

FORTH: Mediation may be initiated by either party at Step 4 conferences of the Grievance Procedure. Using a mediator from the Michigan Employment Relations Commission (MERC). In the event mediation is utilized, the time limits for arbitration shall commence upon the date of termination of the mediation procedure. All notices of intent to mediate or arbitrate shall be in writing.

FIFTH: The Union or Employer may request arbitration. The Union shall thereafter submit the grievance to the MERC for processing of said grievance through arbitration in accordance with the Rules and Regulations of MERC.

Section 2. The cost of arbitration shall be shared equally by the Employer and the Union.

Section 3. The decision of the arbitrator shall be final and binding on all parties and the award of the arbitrator shall be enforceable as the agreement of the parties, at law or inequity, in any circuit court having jurisdiction thereof, as an award rendered in a proceeding under Michigan Compiled Laws and amendments thereto, or in any federal court having jurisdiction thereof. The Arbitrator shall have no power to add to,

subtract from, or modify this Agreement.

Section 4. The Employer shall provide the Union, on the effective date of this Agreement, and immediately thereafter upon the effectuating any changes therein, the names of the personnel committee and the name or names of the appointed representative of the Village to whom grievances are to be directed, pursuant to the steps outlined in Section 1 of this Article.

Section 5. In the event that one (1) individual is both on the personnel committee and the representative for the Village, Steps "Second" and "Third" shall be merged.

Section 6. Any grievance concerning a discharge or suspension may be initiated at Step 3 within the time limits of ten (10) days set forth in Step 2.

Section 7. In the event of a pay shortage, an employee is not bound to submit the grievance within the time periods above; however, the grievance must be submitted within three (3) years of the receipt of the pay.

Section 8. Every employee has an absolute right to meet with his/her steward when the employee believes that he/she has a grievance. Stewards shall be permitted a reasonable amount of time, without loss of pay, in which to investigate grievances which may arise, and shall notify their supervisor when leaving for this purpose. The Steward shall also notify the supervisor of the area entered when arriving to investigate a grievance.

ARTICLE 7. COMPUTATION OF BACK WAGES

No claim involving a claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less unemployment benefit compensation, and less any other earnings during the period in question.

ARTICLE 8 DISCHARGE AND SUSPENSION

Section 1. 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.

Section 2. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward if he/she so requests, 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.

Section 3. Should the discharged or suspended employee consider the discharge or suspension to be improper, he/she may file a grievance at step in the grievance proceeded within ten (ten) working days of the notice of suspension or discharge.

Section 4. In imposing and discipline or discharge on a current charge, the employer will not take into account a prior infraction which occurred more than one (1) year previously.

ARTICLE 9. SENIORITY - PROBATIONALEMPLOYEES

Section 1. Seniority shall be defined as an employee' s continuous service with the Village of Pentwater.

Section 2. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) 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 day ninety (90) day prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

ARTICLE 10.SENIORITYLIST

Section 1. Seniority shall not be affected by the age, race, sex, marital status, or dependents of that employee.

Section 2. The seniority list on the date of this Agreement will show the date of hire, names and job title of all employees of the unit entitled to seniority. The employer will keep the seniority list up to date at all times.

ARTICLE 11. LOSSOF SENIORITY

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

1. Voluntarily resigns or retires.
2. Discharged and which is not reversed through the procedure set forth in this Agreement.
3. Absent for three (3) consecutive working days without notification to the employer. The Employer will notify the employee in accordance with his/her last known address that he/she has lost his/her seniority, and employment has been terminated.
4. Failure to return to work when recalled from a layoff status.
5. Failure to return from sick leave or leave of absence.
6. Layoff status exceeding one year from date of layoff.

ARTICLE 12. LAY-OFF AND RECALL

Section 1. In the event that it becomes necessary to lay off employees, Part-Time employees shall be laid off first and then Full-Time employees by classification in

the inverse order of seniority.

Section 2. Recall from a lay-off status shall be in the inverse order of the layoff.

ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS

One (1) steward, in that order, shall head the seniority list of the Unit during their term of office. Unless for the remaining jobs the current steward is not qualified to perform.

ARTICLE 14. LEAVES OF ABSENCE

Section 1. JURY LEAVE OF ABSENCE: The employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full time Employees in an eligible classification may request jury duty leave.

A. Employees must show their jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Jury duty pay, less travel expense, will be turned over to the payroll department. Employee will receive full day's pay. Employee classifications that qualify for paid jury duty leave must be regular full time employees.

B. Employees are expected to report for work whenever the court schedule permits or if there are four or more hours left in the work day.

C. Either the Employer or the employee may request an excuse from jury duty if, in the Employers judgment, the employee's absence would create serious operational difficulties.

D. The employer will continue to provide health insurance benefits for the full term of the jury duty absence.

E. Employee vacation, sick leave and holiday benefits will continue to accrue.

Section 2. PERSONAL LEAVE OF ABSENCE: Upon written mutual agreement between the Employer and Union, an employee, on request, may be granted a leave of absence, without pay, for a period of not exceeding three months and will not lose seniority rights providing the employee returns to work at the end of the leave.

Section 3. MEDICAL LEAVE OF ABSENCE: Employee shall be entitled to medical leaves of absence subject to the following conditions:

A. Employee must use all necessary accumulated sick days for any medical leave

of absence.

- B. Employee must request the medical leave of absence in writing.
- C. Employee must submit a physician's statement giving the reason for such leave and the expected date the employee will return to work. Such physician's statement must include work restrictions if any, and the date restriction will no longer apply.
- D. Employee unable to return to work on the date established by the physician shall submit a written request for an extension of the leave along with an update physicians statement of reason for the extension and the new expected return to work date. Any request for extension of a medical leave of absence must be received by the employer a minimum of three (3) working days prior to the original planned return to work date.
- E. Medical leaves of absence shall be for a maximum of three (3) months. Extension may be granted based on a physician's recommendation at the discretion of the Village and paid for by the Village. The maximum medical leave including all granted extensions is twelve (12) months.
- F. It is recognized that circumstances may prevent an employee from filing a written request for a medical leave of absence immediately, in which case the employee shall submit their written request no later than ten days following the start of a medical leave of absence.
- G. The Employer shall give the employee written notice of approval or denial of the request within ten (10) working days after receipt.

Section 4. The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service including National Guard duty.

Section 5. Anyone hired as a replacement for an employee on leave of absence shall be given notification, in writing, to that effect and notice shall be furnished to the Union.

Section 6. Employee returning from an authorized leave of absence shall be reinstated to their former job with the prevailing rate of pay, benefits and working conditions.

Section 7. The employer shall allow up to a total of forty (40) hours for one employee for unpaid Union leave per year. Notice will be provided at least thirty days in advance.

ARTICLE 15. HOURS OF WORK AND OVERTIME AND CALL IN PAY

Section 1 The Department Head shall have the right to determine the hours of work as necessary. Currently the regular work week consists of five (5), eight (8) hours days (7:00 a.m. to 3:30 p.m.) for a total of forty (40) hours in

any one week.

Section 2. Time and one - half will be paid for all hours in excess of eight (8) in one work day and any over forty (40) hours worked in one week.

Section 3. Double time will be paid for hours worked on a Sunday, and at double time and one half when a Sunday is also a holiday.

Section 4. Double time and one - half (2 1/2) shall be paid on all hours worked on any of the enumerated holidays.

Section 5 The Village shall attempt to equal amongst employees who are qualified to perform the work. An Employee roster will be posted for employees who desire overtime which will be used to assist in overtime equalization. Overtime will not be paid for time not worked.

Section 6 Employees called to work at a time other than normal shift work hours, shall be paid a minimum of two (2) hours pay at a rate of time and one half, or paid at time and one half for all hours worked other than normal shift hours.

Section 7 If Employees report for work and no work is available, employees shall be paid four (4) hours as show up time at the regular rate of pay unless notified at least one hour in advance of the normal start of shift by the Employer.

Section 8 For all hours over forty (40) hours per week, credit for actual time worked will be in the form of compensatory time off, at a straight time rate of one and one half (1-1/2) hours for each hour worked. Employee may elect to be paid at overtime rate or take comp time.

ARTICLE 16. LUNCH AND REST PERIODS

Section 1. Employees shall be allowed thirty (30) minutes unpaid lunch period per eight (8) hour day.

Section 2 Employees may take a fifteen (15) minute rest period in the a.m. and also fifteen (15) minute rest period in the p.m. Or combined one 30 minute rest period.

Section 3 Location of the rest periods may be determined by the supervisor.

ARTICLE 17. HOLIDAY PROVISIONS

Section 1. The paid holidays for regular full time employees are designated as follows:

New Years Day

First Day of Deer Season

New Years Eve Day

Thanksgiving Day	Day After Thanksgiving Day	Labor Day
Good Friday	Christmas Eve Day	Christmas Day
Independence Day	Memorial Day	

Section 2. Paid holidays which fall on Saturdays shall be recognized on the Friday preceding the holiday. Paid holidays which fall on Sunday shall be recognized on Monday following the holiday. Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in the above paragraph computed at their regular straight time hourly rate, exclusive of overtime premium.

Section 3. Regular full time Employees who work on a holiday shall receive one and one half their regular hourly rate for hours worked in addition to holiday pay.

Section 4. If holiday occurs during the week when an employee is on vacation, holiday leave will be charged for those days not vacation leave.

Section 5 If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not to sick leave.

Section 6. Three Floating Holidays used as personal leave days to be taken in the same year or lose them. These can be used by an employee by simply asking for them.

Article 18 Funeral Leave

In the event of a death of a member of the full-time employee's immediate family he/she will be allowed Four (4) days off with pay. Members of the employee's immediate family are as follows:

Spouse	Child	Father	Mother
Brother	Sister	Step Child	Grand Mother
Grand Father	Grand Child	Mother In-Law	Father In-Law

ARTICLE 19 VACATION PAID ABSENCE

The employer will provide paid vacation to eligible regular part time/temporary and full time employees. The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

YEARS OF ELIGIBLE SERVICE

VACATION DAYS PER YEAR

Upon initial eligibility

After 1 year

After 2 years

After 5 years

After 10 years

0 Days

5 Days

10 Days

15 Days

20 Day

The following sections provide the qualifications that govern paid vacations.

Section 1. Earned vacation time will be accrued on the basis of Anniversary Hire Date.

Section 2. Requests for Vacation must be submitted to the department supervisor at least 48 hours in advance. Vacations will be approved on the basis of staffing needs determined on the anticipated work load of the department

Section 3. Vacation pay will be at the employees' current base rate of pay at the time of the approved vacation.

Section 4. Upon termination of employment due to retirement, death or voluntary quit, employees will be paid for unused vacation time during the current anniversary year.

Section 5. One (1) week of unused vacation time may be carried over with the approval of the Village Manager. It must be used within ninety (90) days of the employee's anniversary date.

ARTICLE 20 DISTRIBUTION OF AGREEMENT/BULLETIN BOARDS

Section 1. The Employer shall provide a copy of this Agreement to each employee and will provide a copy of the same Agreement to all new employees entering the employment of the Employer.

Section 2. The Employer agrees to provide bulletin boards at any building where employees work. Bulletin boards are for the purpose of posting notices and information pertaining to Union business.

ARTICLE 21 PAID SICK LEAVE BENEFITS

Section 1. Employees under this contract will accrue sick leave benefits at the rate of 12 days per year (1 day for every full month of service). Employees whose date of hire was on or before the 15th of the month will receive credit for a month of work for sick leave accrual purposes. Employees hired after the 15th will begin to accrue sick leave benefits the first of the month following initial employment.

Section 2. Employees can request use of paid sick leave after accruing sick leave benefits. Eligible employees may use sick leave benefits for an absence due to their own illness, or for a family member which falls under FMLA.

Section 3. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Section 4. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be requested verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Section 5. At the Village's discretion, before returning to work from an extended sick leave of absence, an employee shall provide a physician's verification that he/she may safely return to work.

Section 6. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

Section 7. Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 90 calendar days' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefit will be suspended until the employee has reduced the balance below the limit.

Section 8. Sick leave benefits are intended solely to provide income protection in the event of illness or injury. Unused sick leave benefits will be paid to employees at 50% reimbursement at resignation or retirement.

Section 9. Employees using three or fewer sick days during the fiscal year beginning April 1, shall be given one additional personal day to be used in the following fiscal year.

ARTICLE 22. WORKER COMPENSATION

The Employer provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or if the employee is hospitalized immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the Employer nor its insurance carrier will be liable for payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity

sponsored by Pentwater.

Any employee injured on the job so as to render him unfit for work in the opinion of a duly qualified physician, as designated by the village, shall be paid for loss of time when such loss time is not compensated for by Workers Compensation Insurance at the rate of his/her regular rate of pay, provided such injury is compensable under the provisions of the Workers Compensation Insurance. At NO time shall their total payments (Workman's Compensation Insurance and Village), exceed the employee's normal weekly gross pay, minus truces.

ARTICLE 23. HEALTH CARE

The Employer will provide regular fulltime Union employees hospitalization and major medical insurance coverage by The Employer shall provide full-time employees hospitalization and major medical insurance coverage by **Priority Health POS 100 Platinum 250 Group# 789813. Both Vision and Dental are through Priority Health. Delta Dental Plan A and VSP Vision Signature Plan.** If an employee is laid off or on a leave of absence he may have the option to continue coverage by paying the premiums during the leave or layoff.

Employees shall share the cost of Health Insurance Premiums at the following scale:

Employees hired prior to April 1, 2011 pay 12%.

Employees hired after April 1, 2011 pay 20%.

The DPW will be notified 30 days prior to any change of carriers or benefits.

An employee who is covered by another insurance policy and elects to opt out of the Village's insurance policy shall be compensated \$550.00 per month for employee plus one (1) and \$700.00 per month for employee plus two (2) or more in lieu of insurance which the employee elects not to take from the Village's plan. The employee must provide the Village with proof of medical coverage prior to receiving this benefit. This will be on a first come first serve basis and is limited to the maximum allowed participants of the Village.

The Village reserves the right to change carriers provided any new carrier will provide benefits comparable to or better than benefits levels negotiated in this Agreement. All full-time employees newly hired will receive full health insurance benefits after thirty (30) days of employment.

The Employer reserves the right to select the insurance carrier or carriers, or to become self-insured; provided, however the benefits provided shall remain substantially equivalent. The village shall give a written 30 day notice to the union of any change in carriers.

ARTICLE 24 Life Insurance:

All full time employees shall be provided a \$40,000.00 policy of life insurance..

ARTICLE 25. PENSION

The Employer will provide to all full time employees a pension plan administered by the Michigan Municipal Employees Retirement System. This plan is currently the B-2 plan with a FS0-25 Rider of their gross wages into the plan which will start immediately upon hire. In 2005 an E-2 Rider was added. the full cost of this rider is being paid for by the Union Employees.

ARTICLE 26. WAGES

Section 1. Wages are increased on April 1, of each year by 2%

Probationary employees shall receive \$.50 cents less per hour from the above schedule during the terms of their probation.

Each attained Water or Sewer license that is acquired by a Public Works employee will entitle that person to a \$.25 per license per hour, incentive increase in addition to the base rate of the General Labor category.

To qualify for the level of Licensed General Labor, employees must hold one (1) of the following Licenses:

Water , D-3, S-3
Waste Water B- License

Section 2 Each employee shall be fully instructed to the duties, functions, and obligations of the job requirements.

A new position effective April 1, 2015 shall be classified as "Crew Leader". This selection shall be made by the employer and shall be based on experience, training and knowledge of the Village of Pentwater.

The Crew Leader's base wage shall be increased \$.50 per hour.

HOURLY RATE: GENERAL LABOR LICENCED GENERAL LABOR

<u>April 1, 2015</u>	<u>\$19.06</u>	<u>\$20.61</u>
<u>April 1, 2016</u>	<u>\$19.44</u>	<u>\$21.02</u>
<u>April 1, 2017</u>	<u>\$19.83</u>	<u>\$21.44</u>

ARTICLE 27. GENERAL

Section 1. Dignity and Respect: Employees shall be treated with dignity and respect at all times.

Section 3. Uniforms and equipment, shall be provided for by the Village of Pentwater at no cost to the employee. All outer apparel and all safety equipment required by law:

Rain coat, Pants and Rubber Boots	First Aid supplies
Cold Weather Outfit	Welding Protection
Safety Vest	Chorine Protection
Locker for Equipment Storage	Dust Protection
Hardhats with Liners	Safety Protection
Safety Glasses	Hearing Protection
Steel Toe Boots	Coveralls

Section 4. Payroll deductions shall be made upon signed authorizations by the employee, for deductions to a bank or credit union.

Section 5. Pay day shall be every other Friday. Employees may receive their pay stubs during their work shift on payday. Employees not scheduled to work on payday may receive their pay stubs on the day preceding payday.

Section 6. The Employer shall pay for all physical examinations that are required by the Employer and performed by the physician of the Employer's choice.

Section 7. The Employer shall give all personal communications, correspondence, letters and disciplinary notices to an employee in a sealed envelope.

Personal discussions with an employee shall be held privately.

Section 8. If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Michigan such provision shall be suspended by the appropriate provision of such law or regulation so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect furnished.

To a provision being in contravention of such law shall be renegotiated by the parties in order that there will be no such contravention.

Section 9. Pay Shortage: The Employer agrees that whenever an employee suffers a substantial pay shortage through no fault of the employee, the Employer shall make whole to the employee the full amount due within forty eight (48) hours two work days from the time the incident is substantiated.

Section 10. Non-discrimination: No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. The Employer shall not discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or disability.

Section 11. Safety: Should an extreme emergency occur, and no assistance or accompaniment is available from another qualified UNION employee, the Village will make provisions to obtain the assistance of qualified private contractors, but this latter is only for the most unusual and abnormal situations.

Section 12. Cell Phones: The Employer shall reimburse the employee for \$25.00 of his/her cell phone bill each month. If the employee accepts this reimbursement then the employee shall provide the employer with the number and should answer on a regular basis when called. If the employer determines that the employee is not available when called on a regular basis than this section shall be re-opened and discussed.

ARTICLE 28. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance coverage in accordance with the laws of the State of Michigan.

ARTICLE 29. WORK PERFORMED BY SUPERVISORS

Supervisory employees, as defined by MERC, shall not be permitted to perform work within the bargaining unit except in case of emergency arising out of an unforeseen circumstance which calls for immediate attention and instruction or training of employees,

including demonstrating the proper method to accomplish the task assigned.

ARTICLE 30. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until March 31,2018 and may be terminated or modified as shown in the following sections:

Section 1. If either party desires to amend and/or terminate this Agreement, it shall, give written notification to the other party sixty (60) days prior to the desired date of termination.

Section 2. 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.

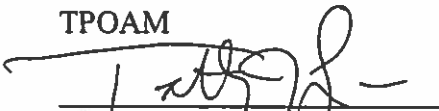
Section 3. By written mutual agreement the parties may elect to amend this agreement. Written request to amend the agreement will be responded to within thirty (30) days of the date submitted to the other party.

Section 4. 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.


Section 5. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to: Technical, Professional and Office workers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949; and to the Employer, addressed to; Village of Pentwater, 327 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449; 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 this 11th Day of March, 2015

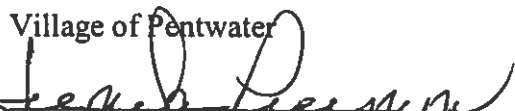
TPOAM



Timothy J Lewis



Henry Jobbins

Village of Pentwater


James Pearson
Village President



Rob Allard, Village Manager

