



NEW HAVEN WAYS & MEANS MEETING AGENDA

June 05, 2024 at 6:00 PM
Municipal Council Room – 57775 Main Street

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Village Offices at (586) 749-5301

The New Haven Committee will hold its Regular Meeting at 6:00 pm, at the New Haven Municipal Offices at 57775 Main Street.

- 1. Call to Order/Pledge/Roll Call**
- 2. Approval of Agenda**
- 3. Public Comments on Agenda Items**
- 4. New Business**
 - A. Clerical Bargaining Agreement Review**
 - B. DPW Bargaining Agreement Review**
- 5. Call from the Floor**
- 6. Call from the Table**
- 7. Adjournment**

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF NEW HAVEN
AND
TEAMSTERS, LOCAL 214
CLERICAL UNIT

EFFECTIVE JULY 1, 2024 TO JUNE 30, 2027

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AGREEMENT

This Agreement is made and entered into by and between the Village of New Haven, hereinafter referred to as the “Employer,” and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the “Union.”

ARTICLE 1

PURPOSE AND INTENT

BY THE AGREEMENT BOTH PARTIES INTEND:

Section 1. Mutual Interest - To provide mutual interest, namely the operation of the Village of New Haven in a manner that will further the economic well being of the employees covered by this Agreement and of the Village.

Section 2. Harmony - To promote harmonious relationships between and among members of the Village and the Union.

Section 3. Wages and Hours - To define rates of pay, hours of employment, and other terms and conditions of employment that may be reasonably anticipated and which are to be covered by this Agreement.

Section 4. Unforeseen Situations - To establish general principles not in conflict with this Agreement that are to govern in those situations which subsequently arise but that are not unreasonable to anticipate now by Articles.

ARTICLE 2

RECOGNITION

Section 1. Pursuant to and in accordance with the applicable provisions of Act 379 of Public Acts of 1965, as amended, as well as other applicable federal and state laws and decisions interpreting them, the Employer does hereby recognize Teamsters Local 214 as the exclusive bargaining representative for full-time, non-supervisory clerical employees in the Villages' Administrative Offices for the purpose of collective bargaining in respect to rates of pay, hours, wages, and other terms and conditions of employment.

Section 2. The Village agrees that it will not enter any agreement with another labor organization or with the said employees, individually or collectively, which in any way conflicts with the terms of this Agreement. Any such agreement shall be null and void.

Section 3. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local 214.

ARTICLE 3

UNION REPRESENTATION

Section 1. Employees covered by the Agreement shall be represented by one (1) Steward or in his/her absence, one (1) Alternate Steward. Employees shall also be represented by one (1) Business Representative for Teamsters Local 214 who shall not be a member of the bargaining unit.

Section 2. The Union shall furnish and provide to the Employer updates of names of its

representatives.

Section 3. The Employer agrees that the Steward or Alternate Steward shall not lose time or pay for reasonable time spent in administering the terms and conditions of the Agreement such as investigating and processing grievances. The Employer reserves the right to temporarily delay the release of a Steward or Alternate Steward in the event the efficiency of the Department is unreasonably affected by their absence. However, in no event, shall a Steward or Alternate Steward be deprived of the right, upon employee request, to assist an employee in a disciplinary or discharge situation governed by *Weingarten*.

ARTICLE 4

UNION SECURITY

Section 1. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 2. Membership in the Union or payment of a representation fee is voluntary, not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The Union is required by law to represent all employees in the bargaining unit fairly and equally, regardless of Union membership. The terms and conditions of this Agreement apply to all employees within the bargaining unit.

Section 3. The Union recognizes that newly hired employees shall be placed on probation

for the first year of their employment. Probationary employees may be discharged during the said probationary period without recourse to the Grievance Procedure.

Section 4. The Employer agrees to deduct monthly from the pay of any employee all dues and/or initiation fees and service fees of the Union levied in accordance with its Constitution and By-Laws, provided, however, that the Union presents to the Employer authorizations signed by such employees, allowing such deductions and payments to the Union.

The Secretary-Treasurer of the Local Union shall certify the amount of initiation fees, dues, and service fees.

Section 5. If any provision of this Article should at any time be held invalid under federal law or Michigan law, such provision shall be modified to comply with such ruling.

Section 6. The Union agrees to indemnify and save the Village harmless against any and all claims, suits, or other forms of liability, including actual cost and attorney fees, arising out of its deductions or attempted deductions from any employee’s pay of Union dues or service fees.

The Union assumes full responsibility for the disposition of the deduction once it has been remitted to the Union.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The Village, on behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duty and

responsibilities conferred upon and vested in it by Act 3, of Public Acts of 1895, as amended, and the general statutes delineating the rights, powers and duties of Villages, the laws and the Constitution of the State of Michigan, and of the United States. Unless otherwise provided for in this contract, the Union recognizes that the Village retains the sole right to manage its business in all respects in accordance with its responsibilities and powers of authority, except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary agreements. All remaining rights, powers, and authority the Village had prior to the signing of this Agreement, and all other rights normally, usually and customarily retained by management, are retained by the Village and remain exclusively and without limitations within the rights of the Village. Except as specifically limited by this Agreement, the Village may exercise these reserved, retained and residual rights, and those rights specifically enumerated in Section 2 hereof, without previously bargaining the same with the Union, provided however that such actions shall not conflict with the terms of this Agreement, and shall not be exercised arbitrarily or capriciously.

Section 2. Among the rights, powers and authority provided to the Village by law, including byway of example and not in limitation of the foregoing, the Village retains and reserves unto itself the right:

- A. The sole right to the executive management and administrative control of the Village and its Clerical Unit, and its properties and facilities and the activities of its employees, including the right to manage its business efficiently and economically, to decide the quantity and quality of the services to be provided

- and the manner of providing them;
- B. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer, layoff, and assign all such employees;
 - C. To decide the work to be performed and to establish, determine and re-determine the method or processes by which the work is to be performed and to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or methods and institute technological changes, and to decide on the materials, supplies, and equipment to be used and the scheduling of services to maintain order and efficiency in its divisions including the scheduling of work;
 - D. To decide the number and location of divisions and facilities;
 - E. To establish, change, combine, discontinue or eliminate job classifications and descriptions, and to prescribe, alter, assign and to determine and re-determine job content, duties and classifications, including preliminary qualifications for specific jobs.
 - F. To determine the hours of employment the duties, responsibilities and assignments of members of the Clerical Unit with respect thereto, and with respect to the administrative activities and the terms and conditions of employment, including the right to determine the lunch periods, the break periods, the shifts, the workweek and work day, starting and quitting times and

- the number of hours to be worked, including the scheduling of overtime work, and to effectuate changes therein;
- G. To determine the size of the workforce and increase or decrease its size and to determine the number of employees assigned to operations, including the assignment of work to employees of other police agencies and departments in “mutual aid” activities, or operations involving multi-departmental or multi-jurisdictional activities;
- H. To fill or not fill vacant budgeted positions and to upgrade, downgrade, or change budgeted positions as the good of the service may require;
- I. To make and adopt, revise and enforce reasonable work rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its services, including rules governing the conduct of employees such as a reasonable drug testing policy based on individualized suspicion;”
- J. To discipline and discharge employees for cause, including violation of reasonable employer rules, excessive absenteeism, failure to receive acceptable employee performance evaluations, and other causes traditionally relied upon by employers in disciplining or discharging their employees;
- K. To determine the amount of supervision necessary and to select employees for promotion or transfer to positions outside the bargaining unit;
- L. To lay off employees and effectuate necessary “reduction in rank” in connection therewith because of lack of work or funds, or where such

continuation of work would be wasteful, unnecessary and unproductive; and

M. Consistent with the terms of this Agreement to contract or subcontract any work, processes or services that the Village determines to be necessary. The right to subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

Section 3. The exercise of the forgoing powers, rights, authority and responsibilities by the Village, the adoption of policies, rules, regulations, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 6

NO STRIKE CLAUSE

During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in a strike against the Employer.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance under this contract is a dispute, claim or complaint arising under and during the terms of this collective bargaining agreement. It may be filed by either the Union or an employee covered by this Agreement. Grievances

are limited to matters of interpretation or application of the express terms of the contract.

Every grievance, unless otherwise stated, will proceed through the following steps:

Step 1 - Verbal. Any employee who feels that he/she has a grievance shall discuss the matter with his/her immediate supervisor within five (5) days of the occurrence, or when the conditions surrounding the grievance become known, or reasonably should have become known. Such discussion may be with or without the Steward, provided that the Union must be present at any offer of settlement.

Step 2 - Written. If the matter is not resolved by such discussion, the grievance will be reduced to writing on a form provided by the Union and submitted by the Steward or, in his/her absence, the Alternate Steward to the immediate supervisor within five (5) working days of the Step I meeting. The supervisor shall have five (5) days from receipt of the written grievance to respond in writing to the grievance.

Step 3 - Village President. If the grievance is not resolved at Step 2, the Steward shall have five (5) working days from receipt of the Step 2 answer to appeal to the Village President, who will have five (5) days to schedule a meeting with the Union Business Representative. The Village President shall have five (5) working days from the date of the meeting to respond in writing to the grievance.

Step 4 – MERC Mediation. If the grievance is not resolved at Step 3, the grievance may be referred within five (5) working days from receipt of the response to Step 3 to MERC for mediation pursuant to their current Grievance Mediation procedure.

Step 5 -Arbitration. If a settlement or resolution is not achieved at Step 4, the Union may request arbitration in accordance with the rules, regulations, and procedures of the Michigan Employment Relations Commission within ten (10) working days of the notice of the Panel's notice to the Employer.

Section 2. Arbitrator's Authority. The arbitrator may not add to, subtract from, change, or amend any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

Section 3. Arbitration Expense. The expenses of the impartial arbitrator shall be shared equally between the Village and the Union.

Section 4. Stipulations to the Grievance Procedure.

- a. The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Union and/or the employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.
- b. Working days shall not include weekends or holidays.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1. Discipline And/Or Discharge Shall Be For Just Cause. Nothing contained

herein, however, shall deprive the employee of the grievance procedure, except probationary employees.

Section 2. The Employer shall provide the employee with charges and specifications, in writing, at the time of discipline or discharge, with copies to the Union.

Section 3. Upon request, the Employer or his/her designee may discuss the discipline or discharge with the employee and his/her Chief Steward or designee.

Section 4. Should the disciplined or discharged employee consider the discipline or discharge improper, the matter may be referred to the grievance procedure at Step III, provided, however, the discipline or discharge of a probationary employee is not subject to the grievance procedure.

ARTICLE 9

SENIORITY

Section 1. Seniority shall be from date of hire. The Employer shall provide the Union with seniority information upon request and as each new employee is hired.

Section 2. All newly hired employees shall serve a probationary period of hea (continuous calendar days) uninterrupted by any type of service break, during which time they will be termed “probationary employees.”

Section 3. The Union shall represent probationary employees for the purposes of bargaining with respect to rates of pay, hours of employment, and working conditions, provided that any layoff, discipline or discharge will be at the sole discretion of the Employer and without recourse to the grievance procedure.

Section 4. Upon satisfactory completion of the one year probationary period, seniority will commence from the first date of employment.

Section 5. Probationary employees shall not be entitled to paid vacation time or personal business time during their probationary period.

Section 6.

- a. If an employee voluntarily resigns or is discharged for just cause, he/she shall lose seniority, unless reinstated through the grievance procedure or by a court of competent jurisdiction.
- b. An employee absent for three (3) consecutive scheduled work days without notifying the Employer shall be considered a voluntary quit and shall lose seniority. The Employer shall send written notice to the employee that he/she have lost seniority and that his/her employment has been terminated.

Section 7.

- a. The word “layoff” means a reduction in the workforce.
- b. In any reduction in staff, employees shall be laid off beginning with the employee with the least seniority provided that the remaining employees are capable of performing the work required. Probationary employees shall be laid off first followed by part-time employees then full-time employees. Rehiring shall begin with the employee with the most seniority with the last person being laid off being the first person recalled.
- c. The Union steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employee(s).

Section 8. An employee called back to work must report to the Employer of his/her intent to return to work within three (3) work days of his/her receipt of the certified recall notice or lose his/her seniority. Exceptions to this limitation may be made by the Employer in its sole discretion and only upon a showing of good cause. Notification of recall shall be made by certified mail using the employee's last known address on record with the Employer. It shall be the employee's sole responsibility to notify the Employer of any change in address or telephone number.

Section 9. Any employee who has been transferred or promoted to a non-unit position shall not accumulate seniority while working in the non-unit position. If the employee is returned he/she shall be credited with the seniority he/she had at the time of his/her promotion or transfer out of the unit. It is understood that no bargaining unit member shall be laid off as a result of such return.

ARTICLE 10

HOURS OF WORK AND OVERTIME PAY

Section 1. The regular workweek shall consist of forty (40) hours from Monday through Friday 9:00 a.m. to 5:00 p.m. Employees to receive one half (1/2) hour paid lunch. The Village Hall shall remain open during working hours and lunches will be staggered to assure staffing of Village Hall.

Section 2. Any work in excess of the regularly scheduled eight (8) hours in any one (1) day shall be paid at the rate of one and one-half (1 ½) the hourly rate.

Section 3. All work performed on Saturday shall be paid at the rate of time and one-half

(1 ½) the regular hourly rate. All work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate. All work performed on holidays shall be paid at the rate of one and one-half (1 ½) the regular hourly rate plus eight (8) hours of holiday pay.

Section 4. For purposes of computing overtime, approved vacation, personal days and sick leave shall count as time worked.

Section 5. Call-In. An employee reporting for call-in assignments shall be guaranteed three (3) hours' pay at the appropriate rate.

ARTICLE 11

LEAVE OF ABSENCE

Section 1. Any employee desiring an unpaid leave of absence from employment shall put the request in writing at least thirty (30) days prior to the commencement of the proposed leave unless such advance notice is not reasonably possible in which case the employee shall provide the Employer with as much advance notice as reasonably possible. The Employer may delay any employee leave if reasonable advance notice is not given. Any unpaid leave must be for a legitimate reason. The maximum leave of absence shall be for sixty (60) calendar days and may be extended at the sole discretion of the Employer not to exceed an additional thirty (30) days. At the Employer's discretion, employees may be required to exhaust vacation, sick or personal leave time prior to resorting to unpaid leave status.

Section 2. Employees absent without permission or as allowed hereunder or without notice to the Employer for more than three (3) consecutive working days shall be

considered a voluntary quit.

Section 3. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE 12

NEW POSITIONS

Prior to establishing new classifications into effect for which pay rates have not been established by this Agreement, the Employer will notify the Local Business Representative for the purpose of negotiating the effects of such action.

Persons accepting new positions will have a sixty (60) day trial period to decide whether or not to continue in the new position. The Employer retains the right, at its sole discretion, to remove any employee from the new position during the trial period if, in its opinion, the employee fails to perform the work in question according to normal standards for such work in question. In such event, the employee shall be returned to his or her former position.

ARTICLE 13

CLASSIFICATIONS

<u>Clerical I</u>	<u>Clerical II</u>	<u>Clerical III</u>

~~The Employer agrees to develop job descriptions for the above classification titles.~~

ARTICLE 14

SUBCONTRACTING

The Employer reserves the right, in its sole discretion, to subcontract bargaining unit work in the event of an emergency or when the efficiency of the Department requires such subcontracting. The Employer agrees that no work or services performed will be subcontracted for the purpose of evading this Agreement.

ARTICLE 15

EQUIPMENT, ACCIDENTS, & REPORTS

Section 1. The Employer shall not require employees to operate equipment that is unsafe.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 2. Employees involved in any accident shall as soon as practicable report said accident. The Employer may require a written report of such accident.

Section 3. Employees shall immediately, or no later than the end of the shift, report all defects of equipment. Reports shall be made on a suitable form furnished by the Employer. One (1) copy shall be retained by the employee.

Section 4. The Employer shall furnish safety equipment at no charge to the employee.

ARTICLE 16**JURY DUTY**

A seniority employee who is summoned and reports for jury duty as prescribed by applicable law or who is summoned and reports for duty as a witness in judicial proceedings for reasons arising out of his/her employment by the Employer (excluding cases involving litigation, arbitration or other administrative proceedings between the Union and the Employer) shall be paid the difference between the jury duty or witness fee received for such services and the employee's then current straight time rate, which would have been received if the employee had been scheduled to work that same calendar day. The total compensation in such circumstance shall not exceed eight (8) hours of straight time for each scheduled day of work lost. If the employee is released from jury duty or service as a witness more than two (2) hours before the end of the employee's shift, he or she shall report for work to complete the scheduled shift.

ARTICLE 17**NON-DISCRIMINATION**

The Village of New Haven is committed to encourage and maintain a diverse workforce. To that end, the Village is an equal opportunity employer and does not discriminate in any way to deprive any person of employment opportunities or adversely affect the status of any employee because of race, creed, religion, sex, age, national origin, disability, marital status, or any other reason prohibited by federal or state law.

All references to employees in this Agreement designate both sexes, and wherever the

male gender is used, it shall be construed to include the female gender.

ARTICLE 18

WAGES

Utility Billing Clerk				
Office Adm. - Parks/Rec & Accts. Payable				
		JAN. 2024	JAN. 2025	JAN. 2026
Probationary		New Scale	3%*	3%*
(hire - 6 mo)		\$ 18.00	\$ 18.54	\$ 19.10
6 mo - 2 years		\$ 20.00	\$ 20.60	\$ 21.22
to 3 years		\$ 22.50	\$ 23.18	\$ 23.87
to 4 years		\$ 25.00	\$ 25.75	\$ 26.52
and beyond				
Office Adm. - Building/Tax/Cemetery				
		JAN. 2024	JAN. 2025	JAN. 2026
Probationary		New Scale	3%*	3%*
(hire - 6 mo)		\$ 20.00	\$ 20.60	\$ 21.22
6 mo - 2 years		\$ 22.50	\$ 23.18	\$ 23.87
to 3 years		\$ 25.00	\$ 25.75	\$ 26.52
to 4 years		\$ 26.50	\$ 27.30	\$ 28.11
and beyond				
* or inflation rate, whichever is higher				

A new employee who possesses the minimum of two (2) years of municipal experience or a Batchelor's Degree may be placed on the wage scale at the Employer's descretion, with the Union's knowledge.

ARTICLE 19

HEALTH CARE AND OTHER INSURANCE

Section 1. The Employer shall provide full time employees the following health care

benefits:

Health Insurance: Meadowbrook Insurance, Blue Care Network .

Prescription Drug Coverage:

Dental Coverage:

Vision Coverage:

Section 2. The Employer shall provide a policy of life insurance for all full-time employees. The amount of the insurance is equal to one times the Primary Insured's annual earnings. ~~rounded to the next higher One Thousand Dollars (\$1,000) to a maximum of Fifty Thousand Dollars (\$50,000).~~

Section 3. The Employer shall provide accident and sickness insurance (non-occupational) for each full-time employee. The plan provides for no elimination period for injury and a seven (7)-day eliminate period for sickness. The maximum benefit duration is twenty-six (26) weeks and the maximum weekly benefit is sixty-six and sixty-seven percent (66.67%) of basic weekly earnings not to exceed **Fifteen** Hundred Dollars (\$**1,500.00**).

Section 4. The full cost of the monthly premiums will be paid by the Village for the duration of this Agreement.

Section 5. The insurance provided by this Article shall be subject to the terms and conditions of the various insurance contracts and policies. Coverage shall be effective for eligible full-time, newly hired employees on the first billing following thirty (30) calendar days of full-time employment in accordance with the terms, conditions and provisions of the various documents. Coverage shall be effective for all other employee

status changes on the date established by the insurance documents. The Employer shall not be deemed to be the insurer and its obligation shall be limited to making prompt payment of premiums for coverage provided for herein. Any dispute between an employee and an insurance company, or involving disputes about insurance benefits or coverage, shall be between the employee and the carrier and shall not be subject to the grievance procedure. The Employer will provide the Union with as much written notice as possible in the event that an insurance company announces changes to the terms and conditions of its policies.

Employees after the signing of this Agreement who opt-out of health insurance will receive \$4,000.00 per year divided in twelve (12) monthly installments. An employee who opts out must show proof of having coverage through a spouse or alternate source. If the employee who opts-out loses their coverage they will be placed on the Village’s coverage the next month following the month the employee lost their coverage.

ARTICLE 20

HOLIDAYS

Section 1. Each employee covered by this Agreement shall receive eight (8) hours of pay for each of the following thirteen (13) holidays. The holidays:

- | | |
|-----------------------|------------------------|
| Christmas Eve, | Christmas |
| New Year’s Eve | New Year’s Day |
| Washington’s Birthday | Martin Luther King Day |
| Good Friday | Memorial Day |
| Juneteenth | Independence Day |

Labor Day

Veteran’s Day

Thanksgiving

The Day after Thanksgiving.

Should the Village grant additional holidays to Village employees not part of this bargaining unit, those holidays shall be granted to members of this bargaining unit. However, should the Village eliminate holidays listed herein to Village employees not part of this bargaining unit, the same holidays shall be eliminated from this Article but in no event shall the total compliment of holidays fall below thirteen (13).

Section 2. In order to qualify for the payment of any of the above holidays, the employee must work the preceding and following work day within his or her scheduled work week unless on approved leave.

Section 3. When a holiday falls on Friday, Saturday or Sunday the following Monday shall be the celebrated holiday.

Section 4. Employees shall be paid double their normal straight time compensation for all hours actually worked by such employees on any of the above listed holidays.

ARTICLE 21

VACATIONS

Section 1. Each employee covered by this Agreement will receive the following vacation with pay:

For each completed year of employment during the first and second year of employment each employee shall receive one (1) week (40 hours) of vacation time.

For each completed year of employment during the 3rd, 4th and 5th year of employment each employee shall receive two (2) weeks (80 hours) of vacation time.

For each completed year of employment during the 6th year of employment and each year thereafter each employee shall receive three (3) weeks (120 hours) of vacation time.

For each completed year of employment during the 20st year of employment and each year thereafter each employee shall receive four (4) weeks (160 hours) of vacation time.

Each year of employment shall be based on the fiscal year using the hiring date as the commencement of each year.

Probationary employees shall not receive vacation pay or time off for vacation during their probationary period.

Section 2. Choice of vacation dates shall be based on seniority. Vacation accrual shall be credited each April 1st for the employee's use following the anniversary date of hire (e.g. If the employee's date of hire is May 15, on April 1st, vacation leave shall be credited for his use subsequent to May 15). Employees who have not used their vacation time by their next anniversary date will be paid their unused vacation time in a lump sum at that time.

Section 3. The employee with the highest seniority shall be given first choice. Vacation requests shall not unreasonably be denied.

Section 4. An employee's unused vacation days will be paid at the termination of

employment.

Section 5. Employees may accumulate, at their option, up to two (2) years worth of vacation time. All time over two (2) years will be forfeited.

ARTICLE 22

SICK LEAVE

Section 1. Commencing the first full month after hire, employees shall be entitled to earn one (1) sick day per month for each month of actual service.

Section 2. Unused sick leave may be accumulated up to a maximum of thirty (30) days.

Section 3. Employees shall receive two (2) days each year not chargeable to sick leave for personal business.

Section 4. Upon separation, employees shall be paid at the rate of fifty percent (50%) for all unused, accumulated sick leave up to a maximum of thirty (30) days. However, employees terminated for misconduct shall not be paid for any accumulated sick leave.

Section 5. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree, said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE 23

PENSION

Section 1. The Employer shall continue to provide fully and pay a total of five percent (5%) of the employee's entire taxable wages (received from the Employer) into the defined contribution pension plan presently in existence.

Section 2. During the life of this Agreement, the parties agree to explore and bargain concerning the replacement of the current defined contribution plan with another, more competitive, defined contribution plan or other type of pension program, provided however that the Employer's contribution to said defined contribution plan shall not exceed its current level of contribution and there is no commitment to modify this article.

ARTICLE 24

BEREAVEMENT LEAVE

Section 1. Employees are allowed for bereavement leave three (3) days which are not deductible from sick or vacation leave with pay with option of two (2) additional days deductible from sick or vacation leave, if needed and upon the Employer's approval (said approval shall not be unreasonably withheld) for immediate family. Immediate family shall include grandparents, grandchildren, maternal mother and father, current spouse, natural or legally adopted children, brothers, sisters, mother and father of spouse.

Section 2. One (1) day not deducted from sick or vacation leave with pay with option of two (2) additional days deductible from sick or vacation leave if needed and upon the Employer's approval (said approval shall not be unreasonably withheld) for the following: brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Section 3. In the event an employee has no accrued sick or vacation time available for

extended bereavement leave, the employee shall be required to seek approval from the Employer for unpaid leave; said approval shall not be unreasonably withheld.

ARTICLE 25

UNIFORM ALLOWANCE

Employees will be provided with a lightweight jacket with a Village logo. The Village shall cover the cost to purchase two (2) short-sleeved shirts and two (2) long sleeved shirts approved by the Village. Employees shall be responsible for purchasing the clothing items, and present a paid receipt to the Village for full reimbursement. The Village shall reimburse the Employee as soon as possible, but no later than thirty (30) days after submitting receipt for reimbursement.

ARTICLE 26

LONGEVITY

Employees shall receive longevity pay for years of service, as outlined within this section. Longevity pay shall be paid out on the first payroll after January 1st annually.

10-15 years of service: \$600 per year

16-20 years of service: \$800 per year

21-25 years of service: \$1000 per year

26+ years of service: \$1200 per year

ARTICLE 27

WORKERS' COMPENSATION

Section 1. The Employer shall provide Workers Compensation protection. The

Employer will cooperate toward the prompt investigation and resolution of on-the-job injury claims. However, nothing in this section shall be construed as the Employer's waiver of any rights or defenses, procedural or otherwise, it may possess under the Workers' Disability Compensation Act.

Section 2. An employee who is injured on the job and is sent by the Employer to a clinic and/or hospital or who must obtain medical attention shall receive regular pay for the balance of his/her regular shift. An employee who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her then regular scheduled working hours shall receive his/her regular hourly pay for such time.

Section 3. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree, said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE 28

SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this contract or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this contract or any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been

held invalid or as to which compliance with or enforcement has been restrained, shall not be affected hereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the affected parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for said Article or Section during the period of invalidity or restraint.

ARTICLE 29

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each ad the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings, and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in

arbitration hereunder or otherwise. This Agreement concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree, in writing, to amend or supplement at any time.

The Letter of Understanding agreed to during the last collective bargaining agreement regarding the commencement date for seniority and stipend in lieu of medical/dental insurance for Lori Endres is incorporated into this agreement and shall continue. Any other Letters of Understanding or provision thereof previously entered into by the parties shall be discontinued and of no force and effect.

This Agreement shall be amended only by written consent of both parties.

ARTICLE 30

DEFINITION OF JOB POSITIONS AND DUTIES

(EMPLOYER TO PROVIDE)

ARTICLE 31

EMERGENCY MANAGER

The Parties agree that this Collective Bargaining Agreement is applicable to an emergency manager as defined in Public Act 4 of 2011. The Union's agreement to this provision was not by negotiations; rather, this provision is required by Public Act 9 and accordingly is a prohibited subject of bargaining.

ARTICLE 32

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2024 to June 30, 2027 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate or revise or change the terms or conditions of the Agreement

is served by either party upon the other at least sixty (60) days prior to expiration June 30, 2027.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF: VILLAGE OF NEW HAVEN

Dated: _____
Brian Meissen, Village President

Dated: _____
_____, Village Clerk

IN THE PRESENCE OF: TEAMSTERS LOCAL 214

Dated: _____
Amy J. Roddy, Business Representative

Dated: _____
Rebecca Hollis, Steward

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF NEW HAVEN

CLERICAL

AND

TEAMSTERS LOCAL 214

It is further understood and agreed that in lieu of medical/dental insurance provided for under the Collective Bargaining Agreement, Lori Endres shall receive a stipend of \$450.00 per month.

IN THE PRESENCE OF:

VILLAGE OF NEW HAVEN

Dated: _____

Christopher Dilbert, Village President

Dated: _____

Corinna Guerrero, Village Clerk

IN THE PRESENCE OF:

TEAMSTERS LOCAL 214

Dated: _____

Michael Landsiedel, Business Representative

Date: _____

Melissa McGarry

LETTER OF UNDERSTANDING

BETWEEN

VILLAGE OF NEW HAVEN

CLERICAL

AND

TEAMSTERS LOCAL 214

The parties hereby agree that Melissa McGarry shall join the Unit as the “Police Records/Clerical” position and such classification is now part of this Unit accordingly subject to all rights and benefits. Melissa McGarry shall be entitled to roll over all existing seniority and accrued benefits accordingly.

IN THE PRESENCE OF:

VILLAGE OF NEW HAVEN

Dated: _____

Christopher Dilbert, Village President

Dated: _____

Corinna Guerrero, Village Clerk

IN THE PRESENCE OF:

TEAMSTERS LOCAL 214

Dated: _____

Michael Landsiedel, Business Representative

Date: _____

Melissa McGarry

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NEW HAVEN

-AND-

**TEAMSTERS LOCAL 214
DPW UNIT**

EFFECTIVE July 1, 2024 to June 30, 2027

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AGREEMENT

This Agreement is made and entered into by and between the Village of New Haven, hereinafter referred to as the “Employer,” and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the “Union.”

ARTICLE I **PURPOSE AND INTENT**

BY THE AGREEMENT BOTH PARTIES INTEND:

Section 1. Mutual Interest To provide mutual interest, namely the operation of the Village of New Haven in a manner that will further the economic well being of the employees covered by this Agreement and of the Village.

Section 2. Harmony To promote harmonious relationships between and among members of the Village and the Union.

Section 3. Wages and Hours To define rates of pay, hours of employment, and other terms and conditions of employment that may be reasonably anticipated and which are to be covered by this Agreement.

Section 4. Unforeseen Situations To establish general principles not in conflict with this Agreement that are to govern in those situations which subsequently arise but that are not unreasonable to anticipate now by Articles.

ARTICLE II **RECOGNITION**

Section 1. Pursuant to and in accordance with the applicable provisions of Act 379 of Public Acts of 1965, as amended, as well as other applicable federal and state laws and

decisions interpreting them, the Employer does hereby recognize Teamsters Local 214 as the exclusive bargaining representative for the non-supervisory employees in the Department of Public Works for the purpose of collective bargaining in respect to rates of pay, hours, wages, and other terms and conditions of employment.

Section 2. The Village agrees that it will not enter any agreement with another labor organization or with the said employees, individually or collectively, which in any way conflicts with the terms of this Agreement. Any such agreement shall be null and void.

Section 3. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local 214.

ARTICLE III **UNION REPRESENTATION**

Section 1. Employees covered by the Agreement shall be represented by one (1) Steward or in his/her absence, one (1) Alternate Steward. Employees shall also be represented by one (1) Business Representative for Teamsters Local 214 who shall not be a member of the bargaining unit.

Section 2. The Union shall furnish and provide to the Employer updates of names of its representatives.

Section 3. The Employer agrees that the Steward or Alternate Steward shall not lose time or pay for reasonable time spent in administering the terms and conditions of the Agreement such as investigating and processing grievances. The Employer reserves the right to temporarily delay the release of a Steward or Alternate Steward in the event the efficiency of the Department is affected by their absence. However, in no event, shall a

Steward or Alternate Steward be deprived of the right, upon employee request, to assist an employee in a disciplinary or discharge situation governed by Weingarten.

ARTICLE IV **UNION SECURITY**

Section 1. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 2. Membership in the Union or payment of a representation fee is voluntary, not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The Union is required by law to represent all employees in the bargaining unit fairly and equally, regardless of Union membership. The terms and conditions of this Agreement apply to all employees within the bargaining unit.

Section 3. The Employer agrees to deduct monthly from the pay of any employee all dues and/or initiation fees and service fees of the Union levied in accordance with its Constitution and By-Laws, provided, however, that the Union presents to the Employer authorizations signed by such employees, allowing such deductions and payments to the Union.

The Secretary-Treasurer of the Local Union shall certify the amount of initiation fees, dues, and service fees.

Section 4. If any provision of this Article should at any time be held invalid under federal law or Michigan law, such provision shall be modified to comply with such ruling.

Section 5. The Union agrees to indemnify and save the Village harmless against any and

all claims, suits, or other forms of liability, including actual cost and attorney fees, arising out of its deductions or attempted deductions from any employee's pay of Union dues or service fees.

The Union assumes full responsibility for the disposition of the deduction once it has been remitted to the Union.

ARTICLE V **MANAGEMENT RIGHTS**

Section 1. The Village, on behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by Act 3, of Public Acts of 1895, as amended, and the general statutes delineating the rights, powers and duties of Villages, the laws and the Constitution of the State of Michigan, and of the United States. Unless otherwise provided for in this contract, the union recognizes that the Village retains the sole right to manage its business in all respects in accordance with its responsibilities and powers of authority, except as specifically abridged, delegated, granted or modified by this agreement or any supplementary agreements. All remaining rights, powers, and authority the Village had prior to the signing of this Agreement, and all other rights normally, usually and customarily retained by management, are retained by the Village and remain exclusively and without limitations within the rights of the Village. Except as specifically limited by this Agreement, the Village may exercise these reserved, retained and residual rights, and those rights specifically enumerated in Section 2 hereof, without previously bargaining the same with the Union, provided however that such actions shall not conflict with the terms of this Agreement, and shall not be exercised arbitrarily or

capriciously.

Section 2. Among the rights, powers and authority provided to the Village bylaw, including byway of example and not in limitation of the foregoing, the Village retains and reserves unto itself the right:

(A.) The sole right to the executive management and administrative control of the Village and its Department of Public Works, and its properties and facilities and the activities of its employees, including the right to manage its business efficiently and economically, to decide the quantity and quality of the services to be provided and the manner of providing them;

(B.) The hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer, layoff, and assign all such employees.

(C.) To decide the work to be performed and to establish, determine and re-determine the method or processes by which the work is to be performed and to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or methods and institute technological changes, and to decide on the materials, supplies, and equipment to be used and the scheduling of services to maintain order and efficiency in its divisions including the scheduling of work;

(D.) To decide the number and location of divisions and facilities.

(E.) To establish, change, combine, discontinue or eliminate job classifications and descriptions, and to prescribe, alter, assign and to determine and re-determine

job content, duties and classifications, including preliminary qualifications for specific jobs.

(F.) To determine the hours of employment the duties, responsibilities and assignments of members of the Department of Public Works with respect thereto, and with respect to the administrative activities and the terms and conditions of employment, including the right to determine the lunch periods, the break periods, the shifts, the workweek and work day, starting and quitting times and the number of hours to be worked, including the scheduling of overtime work, and to effectuate changes therein.

(G.) To determine the size of the workforce and increase or decrease its size and to determine the number of employees assigned to operations, including the assignment of work to employees of other police agencies and departments in “mutual aid” activities, or operations involving multi-departmental or multi-jurisdictional activities.

(H.) To fill or not fill vacant budgeted positions and to upgrade, downgrade, or change budgeted positions as the good of the service may require.

(I.) To make and adopt, revise and enforce reasonable work rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its services, including rules governing the conduct of employees such as a reasonable drug testing policy based on “individualized suspicion.”

(J.) To discipline and discharge employees for cause, including violation of

reasonable employer rules, excessive absenteeism, failure to receive acceptable employee performance evaluations, and other causes traditionally relied upon by employers in disciplining or discharging their employees.

(K.) To determine the amount of supervision necessary and to select employees for promotion or transfer to positions outside the bargaining unit.

(L.) To lay off employees and effectuate necessary “reduction in rank” in connection therewith because of lack of work or funds, or where such continuation of work would be wasteful, unnecessary and unproductive, and;

(M.) Consistent with the terms of this Agreement to contract or subcontract any work, processes or services that the Village determines to be necessary. The right to subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

Section 3. The exercise of the forgoing powers, rights, authority and responsibilities by the Village, the adoption of policies, rules, regulations, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE VI

NO STRIKE CLAUSE

During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in a strike against the Employer.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance under this contract is a dispute, claim or complaint arising under and during the terms of this collective bargaining agreement. It may be filed by either the Union or an employee covered by this Agreement. Grievances are limited to matters of interpretation or application of the express terms of the contract.

Every grievance, unless otherwise stated, will proceed through the following steps:

Step 1 - Verbal. Any employee who feels that he/she has a grievance shall discuss the matter with his/her immediate supervisor within five (5) days of the occurrence, or when the conditions surrounding the grievance become known, or reasonably should have become known. Such discussion may be with or without the Steward, provided that the Union must be present at any offer of settlement.

Step 2 - Written. If the matter is not resolved by such discussion, the grievance will be reduced to writing on a form provided by the Union and submitted by the Steward or, in his/her absence, the Alternate Steward to the immediate supervisor within five (5) working days of the Step I meeting. The supervisor shall have five (5) days from receipt of the written grievance to respond in writing to the grievance.

Step 3 - Village President. If the grievance is not resolved at Step 2, the Steward shall have five (5) working days from receipt of the Step 2 answer to appeal to the Village President, who will have five (5) days to schedule a meeting with the Union Business Representative. The Village President shall have five (5) working days from the date of the meeting to respond in writing to the grievance.

Step 4 – Mediation . If the grievance is not resolved at Step 3, the grievance may be referred within five (5) working days from receipt of the response to Step to MERC for mediation pursuant to their current Grievance Mediation procedures.

Step 5. Arbitration. If a settlement or resolution is not achieved at Step 4, the Union may request arbitration in accordance with the rules, regulations, and procedures of the Michigan Employment Relations Commission within ten (10) working days of the notice from the Village President outlined in Step 3 above.

Section 2. Arbitrator's Authority. The arbitrator may not add to, subtract from, change, or mend any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

Section 3. Arbitration Expense. The expenses of the impartial arbitrator shall be shared equally between the Village and the Union.

Section 4. Stipulations to the Grievance Procedure.

A. The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Union and/or the employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

B. Working days shall not include weekends or holidays.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1. Discipline and/or discharge shall be for just cause. Nothing contained herein, however, shall deprive the employee of the grievance procedure, except probationary employees.

Section 2. The Employer shall provide the employee with charges and specifications, in writing, at the time of discipline or discharge, with copies to the Union.

Section 3. Upon request, the Employer or his designee may discuss the discipline or discharge with the employee and his/her Chief Steward or designee.

Section 4. Should the disciplined or discharged employee consider the discipline or discharge improper, the matter may be referred to the grievance procedure at Step II, provided, however, the discipline or discharge of a probationary employee is not subject to the grievance procedure.

ARTICLE IX

SENIORITY

Section 1. Seniority shall be from date of hire. The Employer shall provide the Union with seniority information upon request and as each new employee is hired.

Section 2. All newly hired employees shall serve a probationary period of **six (6) months** (continuous calendar days) uninterrupted by any type of service break, during which time they will be termed “probationary employees”.

Section 3. The Union shall represent probationary employees for the purposes of bargaining with respect to rates of pay, hours of employment, and working conditions, provided that any layoff, discipline or discharge will be at the sole discretion of the

Employer and without recourse to the grievance procedure.

Section 4. Upon satisfactory completion of the **six (6) months** probationary period, seniority will commence from the first date of employment.

Section 5. Probationary employees shall not be entitled to paid vacation time, personal business time or sick time during their probationary period.

Section 6.

- a. If an employee voluntarily resigns or is discharged for just cause, he/she shall lose seniority, unless reinstated through the grievance procedure or by a court of competent jurisdiction.
- b. An employee absent for three (3) consecutive scheduled work days without notifying the Employer shall be considered a voluntary quit and shall lose seniority. The Employer shall send written notice to the employee that he/she have lost seniority and that his/her employment has been terminated.

Section 7.

- a. The word “layoff” means a reduction in the workforce.
- b. In any reduction in staff, employees shall be laid off beginning with the employee with the least seniority provided that the remaining employees are capable of performing the work required. Probationary employees shall be laid off first followed by part-time employees then full-time employees. Rehiring shall begin with the employee with the most seniority with the last person being laid off being the first person recalled.
- c. The Union steward will receive a list from the Employer of the employees being laid

off on the same date the notices are issued to the employee(s).

Section 8. An employee called back to work must report to the Employer of his/her intent to return to work within three (3) work days of his/her receipt of the certified recall notice or lose his/her seniority. Exceptions to this limitation may be made by the Employer in its sole discretion and only upon a showing of good cause. Notification of recall shall be made by certified mail using the employee's last known address on record with the Employer. It shall be the employee's sole responsibility to notify the Employer of any change in address or telephone number.

Section 9. Any employee who has been transferred or promoted to a non-unit position shall not accumulate seniority while working in the non-unit position. If the employee is returned he/she shall be credited with the seniority he/she had at the time of his/her promotion or transfer out of the unit. It is understood that no bargaining unit member shall be laid off as a result of such return.

~~Section 10. Management may hire no more than two (2) seasonal/part time employees for work within the DPW, provided said work does not displace a bargaining unit member, which employees shall not be bargaining unit members and shall be paid wages only and no benefits.~~

ARTICLE X

HOURS OF WORK AND OVERTIME PAY

Section 1. The regular workweek shall be Monday through Friday and consist of five (5) days of eight (8) consecutive hours.

Section 2. Any work in excess of the regularly scheduled eight (8) hours in any one (1) day shall be paid at the rate of one and one-half (1 ½) the hourly rate.

Section 3. All work performed on Saturday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate.

All work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate.

All work performed on holidays shall be paid at the rate of one two (2) times their regular hourly rate, plus eight (8) hours of holiday pay.

Section 4. For purposes of computing overtime, approved vacation, personal days and sick leave shall count as time worked.

Section 5. Call-In. An employee reporting for call-in assignments shall be guaranteed three (3) hours' pay at the appropriate rate. **An employee may convert any earned overtime to comp time at a rate of one and a half times (1.5) or at the rate the call in time is earned (in the case of a holiday or Sunday). All accumulated comp time must be used in the fiscal year which it is earned.**

Section 6. Employees shall have a ½ hour unpaid lunch break and two (2) fifteen (15) minute paid breaks in each eight (8) hour day, one (1) to be taken before lunch and the other to be taken in the afternoon.

Section 7. Rest Period. Employees shall be provided an eight(8) hour unpaid rest period after sixteen (16) continuous hours of work.

Section 7. a. All work performed in excess of eight (8) hours before a regular shift on a continuous basis up to sixteen (16) hours will be paid at the rate of time and one-half (1 ½).

- i. Employees called in six (6) hours prior to the start of their regularly scheduled

- shift when the preceding day is a regularly scheduled work day may be excused to go home when necessary, with the approval of the Director of Public Works and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for that day for the hours absent. If an employee is requested to stay then that employee shall be paid at the rate of time and one half (1 ½) for all hours worked. The Director's decision shall not be arbitrary, punitive or capricious.
- ii. Employees called in eight (8) hours prior to the start of their regularly scheduled Monday shift may be excused to go home when necessary, with the approval of the Director of Public Works after four (4) hours of the regular shift and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for the four (4) hours absent. Any employee staying the four (4) hours of their regular shift shall be paid at the rate of time and one half (1 ½). The Director's decision shall not be arbitrary, punitive or capricious.

Section 7. b. Any employee who works sixteen (16) or more hours within a twenty-four (24) hour period will be released for an eight (8) hour period before he is required to report to work his next regular daily work period. If such an eight (8) hour period extends into the regular daily work period, he shall suffer no loss of his straight time pay, sick or personal days. If, in the judgment of the Employer, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of such eight (8) hour period, such employee may be excused from work for the remainder of this regular work period without loss of his straight time pay.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. Any employee desiring an unpaid leave of absence from employment shall put the request in writing at least thirty (30) days prior to the commencement of the proposed leave unless such advance notice is not reasonably possible in which case the employee shall provide the Employer with as much advance notice as reasonably possible. The Employer may delay any employee leave if reasonable advance notice is not given. Any unpaid leave must be for a legitimate reason. The maximum leave of absence shall be for sixty (60) calendar days and may be extended at the sole discretion of the Employer not to exceed an additional thirty (30) days. At the Employer's discretion, employees may be required to exhaust vacation, sick or personal leave time prior to resorting to unpaid leave status.

Section 2. Employees absent without notice to the Employer for more than three (3) consecutive working days shall be considered a voluntary quit.

Section 3. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the Employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE XII

NEW POSITIONS

Section 1. Prior to establishing new classifications into effect for which pay rates have

not been established by this Agreement, the Employer will notify the Local Business Representative for the purpose of negotiating the effects of such action.

Section 2. Persons accepting new positions will have a sixty (60) day trial period to decide whether or not to continue in the new position. The Employer retains the right, at its sole discretion, to remove any employee from the new position during the trial period if, in its opinion, the employee is incapable of performing the work in question. In such event, the employee shall be returned to his or her former position.

ARTICLE XIII
CLASSIFICATIONS

The Employer agrees to develop job titles and descriptions for members of the bargaining unit. Employees will be compensated at the established rate for the work performed.

ARTICLE XIV
SUBCONTRACTING

The Employer reserves the right, in its sole discretion, to subcontract bargaining unit work in the event of an emergency or when the efficiency of the Department requires such subcontracting. The Employer agrees that no work or services performed will be subcontracted for the purpose of evading this Agreement.

ARTICLE XV
EQUIPMENT, ACCIDENTS, & REPORTS

Section 1. The Employer shall not require employees to operate equipment that is unsafe. Under no circumstances will an employee be required or assigned to engage in any

activity involving dangerous conditions of work or danger to person or property, or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 2. Employees involved in any accident shall as soon as practicable report said accident. The Employer may require a written report of such accident.

Section 3. Employees shall immediately, or no later than the end of the shift, report all defects of equipment. Reports shall be made on a suitable form furnished by the Employer. One (1) copy shall be retained by the employee.

Section 4. The Employer shall furnish safety equipment at no charge to the employee.

ARTICLE XVI **JURY DUTY**

A seniority employee who is summoned and reports for jury duty as prescribed by applicable law or who is summoned and reports for duty as a witness in judicial proceedings for reasons arising out of his/her employment by the Employer (excluding cases involving litigation, arbitration or other administrative proceedings between the Union and the Employer) shall be paid the difference between the jury duty or witness fee received for such services and the employee's then current straight time rate, which would have been received if the employee had been scheduled to work that same calendar day. The total compensation in such circumstance shall not exceed eight (8) hours of straight time for each scheduled day of work lost. If the employee is released from jury duty or service as a witness more than two (2) hours before the end of the employee's shift, he or she shall report for work to complete the scheduled shift.

ARTICLE XVII
NON-DISCRIMINATION

The Employer is committed to encourage and maintain a diverse workforce. To that end, the Employer is an equal opportunity employer and does not discriminate in any way to deprive any person of employment opportunities or adversely affect the status of any employee because of race, creed, religion, sex, age, national origin, disability, marital status, union activities or any other reason prohibited by federal or state law.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include the female gender.

ARTICLE XVIII
WAGES

Classification	July 1, 2024	July 1, 2025 3%*	July 1, 2026 3%*
General Laborer (Entry Level)	20.00	20.60	21.22
General Laborer (After 1 Year)	21.00	21.63	22.28
General Maintenance	25.65	26.42	27.21
Utility Worker	30.00	30.90	31.83
Foreman/Crew Leader I			

*or rate of inflation, whichever is higher

The following requirements shall apply to all Classifications:

- a. CDL License required for all positions
- b. Employees shall receive an additional \$.50 per hour, added to the applicable hourly rate for each S4, S3 and D4, D3 license held.
- c. Employees shall receive an additional \$.100 per hour, added to the applicable hourly rate for each S2, S1 and D2, D1 license held.
- d. Employees shall be paid on a weekly basis.

ARTICLE XIX

HEALTH CARE AND OTHER INSURANCE

Section 1. The Employer shall provide full time employees the following health care benefits for the first year of this Contract. This contract shall be open for negotiations regarding Health Care and Other Insurance for benefits to be provided after one year from the effective date of this Contract.

Health Insurance: Meadowbrook Insurance Blue Care Network

Prescription Drug Coverage:

Dental Coverage:

Vision Coverage:

Section 2. The Employer shall provide a policy of life insurance for all full-time employees. The amount of the insurance is equal to one times the Primary Insured's annual earnings rounded to the next higher \$1,000. ~~to a maximum of \$50,000.~~

Section 3. The Employer shall provide accident and sickness insurance (non-occupational) for each full-time employee. The plan provides for no elimination period for injury and a 7-day eliminate period for sickness. The maximum benefit duration is 26 weeks and the maximum weekly benefit is 66.67% of basic weekly earnings not to exceed \$1,500.00.

Section 4. The full cost of the monthly premiums will be paid by the Village for the duration of this Agreement.

Section 5. The insurance provided by this Article shall be subject to the terms and conditions of the various insurance contracts and policies. Coverage shall be effective for

eligible full-time, newly hired employees on the first billing following thirty (30) calendar days of full-time employment in accordance with the terms, conditions and provisions of the various documents. Coverage shall be effective for all other employee status changes on the date established by the insurance documents. The Employer shall not be deemed to be the insurer and its obligation shall be limited to making prompt payment of premiums for coverage provided for herein. Any dispute between an employee and an insurance company, or involving disputes about insurance benefits or coverage, shall be between the employee and the carrier and shall not be subject to the grievance procedure. The Employer will provide the Union with as much written notice as possible in the event that an insurance company announces changes to the terms and conditions of its policies.

Section 6. Employees after the signing of this Agreement who opt-outs of Health insurance will receive \$4,000.00 per year divided in twelve (12) monthly installments. An employee who opts out must show proof of having coverage through a spouse or alternate source. If the employee who opts out loses their coverage, they will be placed on the Village's coverage the next month following the month they Employee lost their coverage.

ARTICLE XX

HOLIDAYS

Section 1. Each employee covered by this Agreement shall receive eight (8) hours of pay for each of the following thirteen (13) holidays. The holidays: Christmas Eve, Christmas, New Year's Eve, New Year's Day, Washington's Birthday, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day,

Thanksgiving and the day after Thanksgiving.

Should the Village grant additional holidays to Village employees not part of this bargaining unit, those holidays shall be granted to members of this bargaining unit.

However, should the Village eliminate holidays listed herein to Village employees not part of this bargaining unit, the same holidays shall be eliminated from this Article but in no event shall the total compliment of holidays fall below thirteen (13).

Section 2. In order to qualify for the payment of any of the above holidays, the employee must work the preceding and following work day within his or her scheduled work week unless on approved leave.

Section 3. When a holiday falls on Saturday, the preceding Friday shall be the celebrated holiday. When a holiday falls on Sunday, the following Monday shall be the celebrated holiday.

Section 4. Employees shall be paid double their normal straight time compensation for all hours actually worked by such employees on any of the above listed holidays, plus 8 hours of holiday pay.

Section 5. Should the Village determine to close operations between Christmas Eve and New Years Day, employees shall be required to use vacation, personal or sick time to cover those days closed that are not holidays outlined in the contract.

ARTICLE XXI **VACATIONS**

Section 1. Each employee covered by this Agreement will receive the following vacation with pay:

For each completed year of employment during the first through fourth year of

employment each employee shall receive **two (2) weeks (80 hours)** of vacation time.

For each completed year of employment during the **fifth (5th) through ninth (9th)** year of employment each employee shall receive **three (3) weeks (120 hours)** of vacation time.

For each completed year of employment during the **sixth 6th through fourteenth (14th)** year of employment each employee shall receive **four (4) weeks (160 hours)** of vacation time.

For each completed year of employment during the **fifteenth (15th) and each year thereafter each employee shall receive five (5) weeks (200 hours)** of vacation time.

Each year of employment shall be based on the fiscal year using the hiring date as the commencement of each year.

Probationary employees shall not receive vacation pay or time off for vacation during their probationary period.

Section 2. Choice of vacation dates shall be based on seniority. Vacation accrual shall be credited each April 1st for the employee's use following the anniversary date of hire (e.g. If the employee's date of hire is May 15, on April 1st, vacation leave shall be credited for his use subsequent to May 15). Employees who have not used their vacation time by their next anniversary date will be paid their unused vacation time in a lump sum at that time.

Section 3. The employee with the highest seniority shall be given first choice. Vacation requests shall not unreasonably be denied.

Section 4. An employee's unused vacation days will be paid at the termination of employment to a maximum of 400 hours.

Section 5. Employees may accumulate, at their option, up to two (2) years worth of vacation time. All time over 400 hours will be forfeited.

ARTICLE XXII **SICK LEAVE**

Section 1. Employees shall be entitled to earn one (1) sick day per month for each month of actual service.

Section 2. Unused sick leave may be accumulated up to a maximum of thirty (30) days.

Section 3. Employees shall receive three (3) days each year not chargeable to sick leave for personal business.

Section 4. Upon separation, employees shall be paid at the rate of 50% for all unused, accumulated sick leave up to a maximum of thirty (30) days. However, employees terminated for misconduct shall not be paid for any accumulated sick leave.

Section 5. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE XXIII **PENSION**

Section 1. The Employer shall continue to provide fully and pay a total of five (5%) of the employee's entire taxable wages (received from the Employer) into the defined contribution pension plan presently in existence.

Section 2. During the life of this Agreement, the parties agree to explore and bargain concerning the replacement of the current defined contribution plan with another, more competitive, defined contribution plan provided however that the Employer's contribution to said defined contribution plan shall not exceed its current level of contribution.

ARTICLE XXIV **BEREAVEMENT LEAVE**

Section 1. Employees are allowed for bereavement leave three (3) days which are not deductible from sick or vacation leave with pay with option of two (2) additional days deductible from sick or vacation leave, if needed and upon the Employer's approval (said approval shall not be unreasonably withheld) for immediate family. Immediate family shall include grandparents, grandchildren, maternal mother and father, current spouse, natural or legally adopted children, brothers, sisters, mother and father of spouse.

Section 2. One (1) day not deducted from sick or vacation leave with pay with option of two (2) additional days deductible from sick or vacation leave if needed and upon the Employer's approval (said approval shall not be unreasonably withheld) for the following: brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Section 3. In the event an employee has no accrued sick or vacation time available for extended bereavement leave, the employee shall be required to seek approval from the

Employer for unpaid leave; said approval shall not be unreasonably withheld.

ARTICLE XXV

WORKERS' COMPENSATION

Section 1. The Employer shall provide Workers Compensation protection. The Employer will cooperate toward the prompt investigation and resolution of on-the-job injury claims. However, nothing in this section shall be construed as the Employer's waiver of any rights or defenses, procedural or otherwise, it may possess under the Workers' Disability Compensation Act.

Section 2. An employee who is injured on the job and is sent by the Employer to a clinic and/or hospital or who must obtain medical attention shall receive regular pay for the balance of his/her regular shift. An employee who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her then regular scheduled working hours shall receive his/her regular hourly pay for such time.

Section 3. Whenever an employee asserts a right under this contract based upon a medical opinion or statement from his/her doctor, the Employer shall have the right to have its own doctor examine said employee if it chooses to challenge said medical opinion. If they disagree said doctors shall pick an independent third doctor whose opinion shall be accepted.

ARTICLE XXVI

LICENSES

Section 1. The Employer agrees that it will pay for the cost of obtaining or renewing

required CDL's and endorsements, S-4 and D-4 licenses.

Section 2. The Employer shall not be required to pay for any additional cost of obtaining or renewing CDL's or endorsements, S-4 or D-4 licenses in the event the employee fails any test associated with obtaining or renewing CDL's or endorsements, S-4 or D-4 licenses. Any costs associated with a repeat application or testing shall be borne by the employee.

Section 3. Present employees who do not possess an S-4 or D-4 will not be required to obtain them as a condition of employment in their present position. Present employees who do possess an S-4 and/or D-4 licenses will be required to maintain them as a condition of employment. All new employees hired into any classification covered by this agreement will be required as a condition of employment obtain and possess an S-4 license within the first full two (2) years of employment.

ARTICLE XXVII

UNIFORM ALLOWANCE

Section 1. The Employer will provide each bargaining unit employee with an annual \$150.00 uniform allowance to be used for the purchase of work boots.

Section 2. The Employer will provide each employee with the following each year:

- a. Five (5) shirts (long sleeve, short sleeve or sweat shirts at the employee's choice).
- b. Five (5) pair of pants.
- c. Two (2) hats.
- d. One (1) pair of bib overalls.

e. Gloves as needed.

Section 3. The Employer will also provide each employee with a Carhartt jacket which will be replaced as needed with supervisor's approval.

Section 4. The Employer may designate the vendor(s) that may be utilized by the employees for purchase of other items of apparel not provided by the Employer.

ARTICLE XXVIII **SCHOOLING AND TRAINING**

Required schooling and training will be provided and paid for by the Employer.

Employees required to attend schooling or training which is provided during working hours will be paid their regular rate. Employees who attend schooling or training ~~after~~ ~~hours or on weekends~~ will be paid mileage for attending said classes.

ARTICLE XXIX **LONGEVITY**

Employees shall receive longevity pay for years of service, as outlined within this section. Longevity shall be paid out on the first payroll after January 1st annually.

10-15 years of service: \$600 per year
 16-20 years of service: \$800 per year
 21-25 years of service: \$1000 per year
 26+ years of service: \$1200 per year

ARTICLE XXX **MAINTENANCE OF STANDARDS/WAIVER**

Section 1. The Employer agrees that all conditions of employment relating to wages, hours of work, and general working rules shall be maintained at not less than those in effect at the time of the signing of this Agreement. It is agreed that this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in terms and

conditions of employment.

Section 2. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter from areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise specifically and unequivocally provided for in this Agreement, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI
SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this contract or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this contract or any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected hereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or

compliance with which has been restrained as above set forth, the affected parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for said Article or Section during the period of invalidity or restraint.

ARTICLE XXXII

EMERGENCY MANAGER

The Parties agree that this Collective Bargaining Agreement is applicable to an emergency manager as defined in Public Act 4 of 2011. The Union's agreement to this provision was not by negotiations rather, this provision is required by Public Act 9 and accordingly is a prohibited subject of bargaining.

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2024 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate or review or change the term or conditions of the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration date June 30, 2027.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF: **VILLAGE OF NEW HAVEN**

Dated: _____

Brian Meissen, Village President

Dated: _____
_____ Village Clerk

IN THE PRESENCE OF: TEAMSTERS LOCAL 214

Dated: _____
_____ Amy J. Roddy, Business Representative

Dated: _____
_____ Jason Davenport, Steward