

# **AGREEMENT**

**between the**

**VILLAGE OF LAKE ORION**

**and the**

**AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES**

***July 1, 2020 – June 30, 2023***

Approved by the Village Council on January 11, 2021

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## **AGREEMENT**

This is an Agreement entered into this 13<sup>th</sup> day of January, 2021, and effective July 1, 2020, by and between the Village of Lake Orion, Michigan, hereinafter referred to as the "Employer" and Michigan Council No.25, American Federation of State, County and Municipal Employees, AFL-CIO, and its Local Union No. 2720, hereinafter referred to as the "Union."

### **Duration of Agreement**

This agreement shall be in effect as of July 1, 2020, and shall remain in force and effect through June 30, 2023. Should either party desire to amend this Agreement, it shall, at least sixty (60) days prior to June 30, 2023, give written notice of such intent. Otherwise, this Agreement shall continue in effect until at least sixty (60) days written notice is served on the other party indicating the intent to amend or terminate.

### **ARTICLE 1. Intent & Purpose**

- a) The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.
- b) The general purpose of this Agreement is to stabilize relations between the Employer and Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public of the Village.

### **ARTICLE 2. Recognition**

- a) Pursuant to the Public Employment Relations Act 379, the Employer hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its employees in the appropriate unit set forth below, with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, in behalf of any of its employees coming within the meaning of this Agreement at any time during the term of this Agreement. Employees covered by this Agreement are:

All full-time Employees of the Department of Public Works (excluding Director and all other supervisors as defined in the Act) and Office Coordinator until her retirement in May 2018.

Office Coordinator after retirement in May 2018, Accounting Coordinator, and Account Clerk will not be covered by this agreement as of the signing of the Agreement, and will become non-union without a loss of pay or benefits as provided for in this agreement.

In addition the positions of Equipment Operator, Assistant Supervisor and DPW

Foreman are removed. Laborer II/Operator is created and Laborer will be the only classifications covered as part of this agreement.

- b) The Union shall represent probationary employees (an employee in his/her first six (6) months of employment known as the training and trial period) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- c) The Village has the right to terminate any such probationary employee at its sole discretion during the probationary period.

### **ARTICLE 3. Management Responsibilities**

- a) It is recognized that the management of the Village, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Village. Many other rights and responsibilities belonging solely to the Village are hereby recognized, prominent among which, but by no means wholly inclusive are: the rights to decide the number, location and type of its facilities, work to be performed within the Village, maintenance and repair, amount of supervision necessary, machinery and tools, methods, schedules of work, selection and purchasing of materials, and the right to purchase the service of others, except as they are specifically limited by the Agreement.
- b) It is further recognized that the management of the Village for the selection and direction of the working forces, including the right to hire, suspend, discharge for just cause, assign, promote, transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively in the Village, subject only to seniority rules, grievance procedure and other specific provisions of this Agreement. Providing that no full-time bargaining unit members will be laid off due to purchase of services without first meeting with the Union President and/or their alternate during the term of this Agreement.
- c) The Village of Lake Orion, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Village Charter, present policies, ordinances, laws of the State of Michigan and the United States.

### **ARTICLE 4. No Strike Agreement**

- a) There shall be no strikes, concerted effort, or work stoppages during the term of this Agreement.
- b) In the event of a strike, work stoppage, or other hindrance, the Union shall instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.

- c) The Village shall have the right to discipline any employee who is responsible for, participates in, or gives leadership to any activities herein prohibited. (Types of discipline defined elsewhere in this Agreement.)

## **ARTICLE 5. Union Dues Deductions**

SECTION 1. To the extent permitted by state law, the Employer and Union agree that:

- a) All employees in the bargaining unit covered by this Agreement, including all employees hired, rehired, reinstated, or transferred within the bargaining unit after the effective date of this Agreement, may elect to become members of the Union and may elect to continue to tender to the Union the initiation fees and periodic dues that are the obligation of Union members. Employees who elect not to join the Union may elect to pay a representation fee that is equal to the initiation fees and periodic dues that are the obligation of the Union members not later than thirty (30) days following the effective date of this Agreement or completion of their probationary period and/or pay a monthly service charge for the duration of this Agreement. Any election to pay monies under this subsection is voluntary and not a condition of employment. Employees who elect to pay amounts under this subsection may revoke that election at any time through written notice provided to the Union and the Employer. In case of such a revocation, the Employer shall cease to deduct any amounts under this subsection from the pay of the employee effective with the pay period following the pay period in which the revocation is received by the Employer.
- b) Employees covered by this Agreement as defined in the Article entitled "Recognition" who are not members of the Union at the time this Agreement becomes effective and who have been employed for a period of thirty (30) days who do not make application for membership in the Union may elect to pay to the Union a service charge in an amount equal to the regular monthly dues, commencing with the first bi-weekly payroll period after such election, as a contribution toward the administration of this Agreement. Any election to pay monies under this subsection is voluntary and not a condition of employment. Employees who elect to pay amounts under this subsection may revoke that election at any time through written notice provided to the Union and the Employer. In case of such a revocation, the Employer shall cease to deduct any amounts under this subsection from the pay of the employee effective with the pay period following the pay period in which the revocation is received by the Employer.
- c) Employees covered by this Agreement as defined in the Article entitled "Recognition" who are not members of the Union at the time this Agreement becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days of service may elect to pay to the Union the service charge defined in subsection (B) above commencing with the first

bi-weekly payroll period after such election. Any election to pay monies under this subsection is voluntary and not a condition of employment. Employees who elect to pay amounts under this subsection may revoke that election at any time through written notice provided to the Union and the Employer. In case of such a revocation, the Employer shall cease to deduct any amounts under this subsection from the pay of the employee effective with the pay period following the pay period in which the revocation is received by the Employer.

SECTION 2. The Employer will deduct, upon signed authorization by the requesting employee and countersigned by the Union officer, all dues or service charges as established by the Union and forward the same to the Union's treasurer each month.

SECTION 3. The Union shall protect, indemnify, and hold harmless the Employer from all claims, demands, suits, and other forms of liability by reason of actions taken by the Employer for the purpose of complying with this Article. The Union agrees to assume full responsibility and liability for the disposition of the deductions made under this Article once the dues have been remitted by the Employer to the Union.

#### **ARTICLE 6. Steward and Alternate Steward**

- a) Employees shall be represented by a steward or alternate steward for the personnel of the Department of Public Works, Office Coordinator and Accounting Coordinator. These stewards shall be regular employees and working in the department.
- b) The Union will immediately notify the Employer in writing of the names of the stewards, and any changes of personnel in those positions.
- c) The stewards, during their working hours without loss of time or pay, may in accordance with terms of this section investigate and present grievances to the employer, upon having received permission from their Supervisor. The Supervisor will grant permission provided that the steward's absence will not interfere with the work of the Department. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and stewards will perform their regularly assigned work at all times, except as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

#### **ARTICLE 7. Discipline, Discharge and Grievances**

##### **Discipline/Discharge**

- a) The Village has the right to employ any person who is satisfactory to the Village, and also to discipline or discharge an employee for just and proper cause.
- b) The principle of progressive discipline is recognized except in cases of serious offenses justifying immediate discharge as set forth by Village policies and work rules.

- c) In imposing discipline on an employee, the Village shall not take into consideration an employee's record of disciplinary actions that go back further than two (2) years from the date of the current infraction.
- d) A disciplinary layoff or discharge may be grieved in accordance with the grievance procedure stated below.
- e) No employee shall be disciplined or discharged without just cause. Progressive discipline shall be structured as follows:

First infraction	oral reprimand
Second infraction	written reprimand
Third infraction	suspension without pay
Fourth infraction	longer suspension without pay or discharge

**Grievances**

- a) In the event of a dispute, difference or disagreement between an employee and/or the Union and the Village over an alleged violation of this Agreement, the following procedure shall be used to adjust the matter, provided that any employee at any time may present a grievance to the Village and have said grievance adjusted without intervention of the Union if the adjustment is consistent with the terms of this Agreement and provided that the Union has been given opportunity to be present at such adjustment.

**Step One** When an employee feels that he/she is aggrieved, he/she shall within five (5) working days after the act or incident complained of, present his/her grievance orally to his/her supervisor or the Village Manager. The steward shall be present at this step if so requested by the employee.

**Step Two** If the grievance cannot be satisfactorily adjusted in Step One, the employee shall in writing set forth the facts necessary for an understanding of the issues involved, sign it and submit it to the Village Manager for resolution. The steward, on behalf of the employee, may sign and submit the written grievance.

**Step Three** If the grievance still cannot be satisfactorily adjusted in Step Two, either party within seven (7) business days after the conclusion of Step Two may, by letter to the American Mediation Association, submit the matter to said Board for mediation. An earnest effort shall be made by both parties to expedite mediation.

**Step Four** If the grievance is still unsettled, either party may by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by the arbitrator to be selected by the Village and the Union within seven (7) days after notices



have been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators.

Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

- b) Any grievance not appealed from a decision in the preceding step shall be considered dropped and the last decision final and binding.

#### **ARTICLE 8. Grievance Procedure – Time of Answers and Appeals**

- a) The Employer will answer in writing any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed.
- b) Any grievance not appealed from an answer at any step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.
- c) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition or the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

#### **ARTICLE 9. Visits by Union Representatives**

The business representative of the Union shall have reasonable access to the Employer's premises where unit employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the Village Manager and that the visit does not interrupt the normal work of the department.

#### **ARTICLE 10. Special Conferences**

Special conferences for important matters will be arranged between Unit representatives and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union, shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Village Council or a representative of the International Union.

**ARTICLE 11. Computation of Back Wages**

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

**ARTICLE 12. Seniority**

- a) Each employee, upon the completion of probationary period, which shall not be less than six (6) months in duration, shall be placed on the Seniority List and seniority shall accrue from the employee's first day of *full-time* employment with the Village.
- b) Seniority shall be on a departmental basis in accordance with the employee's last date of hire.
- c) Seniority shall not be affected by race, sex, marital status, or dependents of the employee.
- d) Seniority shall terminate if an employee:
  - (1) Quits or retires, provided, however, that with respect to an employee who quits, this provision shall not apply to whatever rights such employee has heretofore enjoyed in connection with Pension Plan upon reemployment.
  - (2) Is discharged for just cause.

**ARTICLE 13. Seniority List**

- a) The Seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- b) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up-to-date copies or as required.

**ARTICLE 14. Loss of Seniority**

An employee's seniority will continue until he/she

- a) quits,
- b) is discharged,
- c) is absent without notice or excuse acceptable to the Employer for three (3) or more working days,
- d) fails to report for work within forty-eight (48) hours after date of mailing written notification to return to work to the employee's last known address
- e) or upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer.

**ARTICLE 15. Seasonal and Part-time Employees**

- a) Seasonal and Part-time employees are defined as follows:
  - 1) A seasonal employee shall mean any employee who is employed primarily during the summer grass mowing season or the winter snow plowing season.
  - 2) A part-time employee is an employee who either:
    - a) Works irregularly, or;
    - b) Normally works a schedule of not over thirty-two (32) hours per week and is considered Permanent Part-time with a regular weekly schedule, or;
    - c) Is hired in connection with a specific project, work on which will not extend beyond its completion, or;
    - d) Works less than sixty (60) days in any fiscal year.
- b) Seasonal and casual part-time employees as defined above shall not acquire seniority. Provided, however, that seasonal employees who become permanent full-time employees shall have applied such seasonal employment toward their probationary period.
- c) Seasonal and temporary employees shall not acquire seniority. (Seasonal means any employee who is employed for any seasonal activity.)
- d) Temporary Laborer:
  - 1) A temporary position of Laborer is created.
  - 2) The length of the position shall be up to six (6) months.

- 3) The hourly rate of pay shall be set by the Village and shall be for actual hours worked. There are no benefits. Employment is subject to work performed to the satisfaction of the Village Manager. In the event that the temporary worker works in another Village Department, the Village reserves the right to terminate the individual as a laborer for re-assignment purposes.
- 4) The Village may schedule this employee to work up to forty (40) hours per week.

**ARTICLE 16. Layoff Defined**

- a) The word “layoff” means a reduction in the working force due to a decrease of work.
- b) In all cases of layoff the principle of straight seniority by department shall be observed and length of service shall govern.
- c) The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the employees affected together with a list of the names of said employees to the Union.
- d) Notwithstanding their position on the seniority list, those Union officers and representatives directly involved in the grievance procedure and collective bargaining shall in the event of a layoff or displacement, be continued to work as long as their classification and/or classification in which they have status, or are qualified. They shall be the first recalled when there is work to be performed in their class or class series in the following order: Union officers, Chapter Chair, Stewards.  
(Super Seniority)

In the event a dispute should arise as to the application of 16. d), the dispute shall be a proper subject for a Special Conference.

**ARTICLE 17. Recall Procedure**

When an increase in force is necessary, employees previously laid off will be recalled in the order of seniority.

**ARTICLE 18. Transfers**

If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter transferred to a position within the unit, either by the Employer’s action or the employee’s request, then he shall have accumulated seniority while working in the non-bargaining unit position and shall thereafter retain all rights accrued for the purpose of any benefits provided for in this Agreement.

**ARTICLE 19. Veterans**

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended from time to time.

**ARTICLE 20. Sick Leave**

- a) A total of one hundred twenty (120) hours per year will be allowed to accrue to the credit of each employee, based on four and one-half (4-1/2) hours per pay period, plus three (3) additional hours in the last pay period of the fiscal year.
- b) A total of nine hundred (900) hours will be allowed to accrue to the credit of each employee hired prior to June 30, 1999.
- c) For all employees hired after July 1, 1999 but before July 1, 2012. a total of five hundred twenty (520) hours will be allowed to accrue to the credit of each employee.
- d) For all employees hired after July 1, 2012, a total of four hundred (400) hours will be allowed to accrue to the credit of each employee.
- e) For all employees hired prior to June 30, 1999, who retire from employment, he/she shall receive a sick leave payout equal to fifty (50%) percent of all sick leave hours accrued, but in no instance shall the sick leave payout exceed two hundred forty (240) hours.
- f) For all employees hired after July 1, 1999, who retire from employment, he/she shall receive a sick leave pay out equal to fifty (50%) percent of all sick leave hours accrued, but in no instance shall the sick leave pay out exceed one hundred (100) hours.
- g) No compensation will be allowed for accrued sick leave days if separation from employment is the result of dismissal or layoff.
- h) Sick leave days will begin to accrue after the first pay period from date of employment.
- i) Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee
- j) A Certificate of Illness or Injury from a physician of the Village Manager's choosing may be required as evidence of illness or disability before compensation for the illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege will result in disciplinary action.
- k) Sick leave will not be allowed when abuse is due to narcotics, intoxicants, willful misconduct or illness or injury due to self-employment or employment by other than the Village.
- l) Employee may, if he so elects, after all sick leave is used, use vacation leave and have payment made therefore to the extent of vacation leave accrued.

- m) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed two (2) years or his seniority whichever is less. If, at the end of that time, the employee is still unable to return to work, his employment shall be terminated. The employee shall be eligible for re-employment, provided he has completely recovered and has a doctor's statement to that effect subject to Village physical examination and approval and provided further that a position is available in accordance with his seniority.

**Article 20.1 Permanent Part-time Employees with Regular weekly schedule- General Leave Time/  
Paid Time Off (PTO)**

- n) As of January 1, 2018 Permanent Part-time employees, those who normally work a schedule less thirty-two (32) hours per week, will be allowed to accrue pro-rata General leave based on their weekly hours scheduled subject to the terms of vacation, sick and personal leave for requesting use of such time. The rate of accrual pro-rated on weekly hours scheduled is as follows:

Weekly hours of regularly scheduled work	General Leave/ PTO Time Annual Accrual Rate- Hours		General Leave/ PTO Time Annual Accrual Rate- Hours	
	One- four years	<u>Equivalent 8 hour days 1-4 years</u>	Five- nine years	<u>Equivalent 8 hour days 5-9 years</u>
8	23.2	2.9	26.7	3.3
16	46.4	5.8	53.4	6.7
22	63.8	8.0	73.4	9.1
24	69.6	8.7	80.0	10.0
28	81.2	10.2	93.4	11.7
29	84.1	10.5	96.7	12.1
30	87.0	10.9	100.1	12.5

Accrued time earned will be posted on a bi-weekly basis. Maximum carryover is fifty (50) hours.

**ARTICLE 21. Injury on the Job**

- a) This means absence required as a result of an injury or illness while in the employ of the Village of Lake Orion, covered by the Michigan Worker's Compensation Act.
- b) The employee shall notify his Supervisor immediately of any such illness or injury.
- c) Employees receiving sick or vacation pay due to injury on the job will receive the

normal sick leave accrual.

- d) The Village will pay the employee his regular pay for the first seven (7) calendar days.
- e) After seven (7) days, pay will be determined by the Michigan Worker's Compensation Act.
  - 1) To the extent that the employee has accumulated sick leave, he/she will be paid his/her normal pay. No employee will be entitled to compensation insurance in addition to his/her regular compensation. Any compensation insurance due to an employee of the Village under provisions of Michigan Workmen's Compensation Act during the period in which he/she is being paid his/her regular compensation by the Village shall be endorsed and paid to the Village Treasurer. The employee shall be re-credited sick leave time used, in the proportion that the compensation check paid to the Village Treasurer bears to the re-numeration paid to the employee by the Village.
  - 2) The employee will receive no further paychecks after sick leave and vacation time have been exhausted, except monies received through the provisions of the Michigan Workmen's Compensation Act.

#### **ARTICLE 22. Working Out of Classification**

When employees are required to work out of their classification up to a higher classification for four (4) hours or more, they shall be paid the higher rate.

#### **ARTICLE 23. Supervisors**

Supervisors may perform work done by any other employee covered by this Agreement providing an employee is not displaced and does not lose any pay. This refers to a temporary situation only and not layoff due to lack of work.

#### **ARTICLE 24. Promotions**

- a) All promotions shall be filled on the basis of qualifications (providing that ability and skills are equal) and seniority. The Village Manager shall determine the merits of ability and qualifications.
- b) Should a new job / position be created with a higher paying classification within the Department of Public Works, current Local #2720 bargaining unit employees will have the first opportunity and the right to bid on / apply for the new position before the new job / position is posted to the outside public.

#### **ARTICLE 25. Pledge Against Discrimination and Coercion**

- a) The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex,

marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

- b) All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- c) The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause.
- d) The Employer will not aid, promote or finance any labor group or organization or group of employees purporting to engage in collective bargaining or make any Agreement with such group of employees which would violate any rights of the Union under this contract.
- e) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 26. Bulletin Boards**

The Employer will provide adequate space for a bulletin board in the Department of Public Works and Police Department, which may be used by the Union for posting notices as follows:

- 1) Election Notices
- 2) Results of Union Elections
- 3) Union Meetings
- 4) Social events
- 5) Not political in nature

**ARTICLE 27. Call In Time**

- a) When an employee is called in to work for emergency purposes, he shall be paid at the rate of one and one-half (1-1/2) times his regular pay for a minimum of three (3) hours.
- b) When an employee is called in on a Saturday to attend to a funeral, the employee will be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular rate.

**ARTICLE 28. Work Shift**

- a) All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time.



The standard normal daily work week schedule is Monday thru Friday from 7:00 am to 3:00 p.m. The Village Manager may stagger shifts of the standard normal daily work week schedule (Monday-Friday) if he deems necessary. He shall furnish a twenty-four (24) hour notice to the Union if possible

- b) Each employee will be allowed two (2) coffee breaks without loss of pay during his work day. Such coffee breaks shall not exceed fifteen (15) minutes. One will be taken in the first half of the shift and one in the second half of the shift.
- c) Upon approval of the supervisor, an employee may take a lunch period of up to one hour and will have the end of the regularly scheduled shift extended by the amount of time taken for the lunch period.

#### **ARTICLE 29. Work Schedules**

Work schedule showing the employees' shifts, work days and hours shall be posted in each department at all times.

#### **ARTICLE 30. Union Business**

The Village of Lake Orion will grant a leave of absence to any employee elected or appointed to a Union Office for a period of one (1) year with no pay, if so requested by the Union.

#### **ARTICLE 31. Jury Duty**

If an employee is required to serve on a jury, he/she will be excused from his/her regular duties on the day he/she is required to and does appear in court. The Village will pay such employee for time actually lost from his/her work hours, less his/her jury fee received for such days. He/she is expected to work on scheduled hours when his/her attendance in court is not necessary.

#### **ARTICLE 32. Contracting and Sub-Contracting of Village Work**

- a) It is the Village policy to use its own employees as much as possible in the performance of work.
- b) However, there may be times that the Village wishes to contract some of its work. This would include but not be limited to work of a specialized nature, an emergency situation, and/or a time critical project.
- c) The Union will be provided with at least five (5) days written notice, except in the case of emergency situations, of the Village's intention to contract or subcontract work.

#### **ARTICLE 33. Life Insurance**

The Village of Lake Orion shall provide Term Life Insurance and Accidental Death and Dismemberment coverage in the amount of fifty thousand (\$50,00.00) dollars to regular full-time employees. This change is to be arranged with the insurance company as soon as possible upon the signing of the agreement.

**ARTICLE 34. Hospitalization Insurance**

- a) Full-time employees shall be eligible for hospitalization insurance after thirty (30) days of employment with the Village or within the earliest time allowed under the insurer's administrative regulations.
- b) The Village will provide and pay for hospitalization insurance Blue Care Network HMO Silver \$3,000 or Blue Cross Blue Shield Simply Blue PPO Silver \$3,000 the regular full-time employee and his/her spouse and dependents.
- c) The Village has the right to change health insurance carriers with the understanding that there is a notice provided to the Union prior to making such change and as long as the coverage is substantially similar to or better than the coverage outlined above. Village will give Union representatives thirty (30) days notice prior to any change to review new carrier coverage.
- d) A health insurance opt out payment equal to 40% of the health insurance premium that would have been paid by the Village for that full-time Employee for health insurance during the prior calendar year shall be paid to any full-time Employee who received no health insurance benefit during said year, (quarterly) in a separate check by the first pay period in January, April, July and October. The reimbursement will be a maximum of \$6,000 per calendar year. An opt out form must be signed by the full-time Employee and it shall remain in effect until it is rescinded by the full-time Employee. If any full-time Employee who signed the opt out form subsequently has a spouse who loses his/her health insurance coverage, that full-time Employee may opt into the Village's health insurance plan and be paid on a pro-rata basis for the months he/she opted out. A full-time Employee, according to Blue Cross/Blue Shield requirements must opt in within 30 days of loss of coverage or wait until the new open enrollment period.

**ARTICLE 34.1 Health Savings Account (HSA) – (Incentive to select HMO option)**

For employees enrolling in the Blue Care Network HMO/HSA plan the Village will provide Health Savings Account (HSA) as established by the employee a contribution of \$300.00 in January 2021, \$600.00 in January 2022 and \$900.00 in January 2023.

**ARTICLE 35. Funeral and Serious Illness Leave**

- a) In the case of serious illness or death in the immediate family, a regular employee may be granted a Leave of Absence with pay for a period not to exceed five (5) days upon the recommendation of the Village Manager.
- b) Immediate family is defined as wife, husband, child, stepchild, brother, sister, parent, step-parent, parent-in-law, grandparents, and grandparents-in-law and grandchildren.

- c) In the case of death of other than in the immediate family, regular employee may be granted a Leave of Absence with pay for a period not to exceed three (3) days upon the recommendation of the Village Manager.

Funeral Leave is not chargeable to Sick Leave.

- d) Serious illness leave is chargeable to Sick Leave.
- e) The Village Manager may request a doctor's certification of illness if he wishes to do so.
- f) Additional days shall be charged to Sick Leave with the approval of the Village Manager.

**ARTICLE 36. Holidays**

- a) The following holidays (13) shall be recognized and observed as paid holidays:

Day before New Years Day	Veterans' Day
New Year's Day	Thanksgiving Day
Martin Luther King, Jr., Day	Day after Thanksgiving Day
President's Day	Day before Christmas Day
Good Friday	Christmas Day
Memorial Day	
Independence Day	
Labor Day	

Note 1: Holidays stated in the contract will be celebrated in accordance with the Federal guideline regarding Mondays.

Note 2: If the holiday falls on Saturday, the preceding Friday shall be observed unless regularly scheduled to work on Saturday. If the holiday falls on Sunday, the succeeding Monday shall be observed unless regularly scheduled to work on Sunday.

- b) Eligible employees shall receive one (1) day's pay for each holiday listed above.
- c) An employee shall be eligible for holiday pay if he works his last scheduled day prior to the holiday and the next scheduled work day following the holiday unless excused by the Village Manager or is on authorized vacation leave or sick leave.
- d) As of January 1, 2018 Permanent Part-time employees with a regular weekly schedule, whose normally works a schedule is not over thirty-two (32) hours per week, will be allowed pro-rata Holiday leave for their work days scheduled as provided in the list above. Holiday pay is due if the day is a normally scheduled work day of the employee and is pro-rated based on the daily hours scheduled (if less than eight hours a day).

**ARTICLE 37. Vacation**

- a) Full-time Employees will be eligible to use accrued vacation time after one full year of work with the Village has been completed.
- b) Each regular full-time employee who has been in continuous service with the Village of Lake Orion shall receive vacation time in accordance with the schedule listed below:
 

1 through 4 years	=	80 hours
5 through 9 years	=	120 hours
10 through 19 years	=	160 hours
20 years and above	=	200 hours

Employees shall earn and accrue vacation time bi-weekly in conjunction with pay periods. The accrued vacation time will be credited to an employee and be available to be used on each anniversary of the employee's hire date as a full-time employee.

- c) All vacation time is to be used the following work year, provided that each employee may carryover up to a maximum of two (2) weeks of vacation time. Use of accumulated vacation time is subject to pre-approval by the employee's supervisor.
- d) No vacation time shall accrue for any pay period where no pay is received, regular, vacation or sick pay.
- e) Employees will be paid for unused accrued vacation time upon separation from employment.

**ARTICLE 38. Overtime and Hours of Work**

- a) Employees will be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:
  - 1) Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make a total of forty (40) hours per week.
  - 2) Time worked in excess of forty (40) hours in any one (1) work week.
- b) There shall be no duplication of overtime for the same hours worked.
- c) Employees will receive double time for time worked on Sundays and holidays. They will also receive holiday pay.
- d) Employees may elect to take compensatory time, instead of receiving payment for overtime hours worked if it is authorized by the Department Head.
- e) The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.
- f) Eight (8) consecutive hours of work within a twenty-four (24) hour period beginning at midnight shall constitute a regular workday unless shift change or work requirements

require a change.

- g) The banked compensatory time shall be limited to a maximum of eighty (80) hours (earned and/or banked). At the end of a fiscal year, the employee may elect:
  - 1) to receive payment for any unused compensatory time or
  - 2) to have that time carried forward into the next fiscal year or
  - 3) to receive payment for a portion of that time and carry forward the balance.

**ARTICLE 39. Uniform and Equipment Allowance**

- a) The Village of Lake Orion shall provide each DPW employee with a uniform with the Village logo and consisting of a work shirt, pants, and a cap. In addition the Village, upon request by the Union, will authorize the purchase of up to five (5) summer T-shirts and five (5) winter T-shirts annually for each DPW employee. Effective May 10, 2017, when the current uniform rental and cleaning contract expires, the Village of Lake Orion shall provide each DPW employee with the Village logo and consisting of six (6) work shirts, six (6) pants, and a cap. In addition, the Village, upon request by the Union, will authorize the purchase of up to five (5) summer T-shirts annually for each DPW employee.
  - b) Each employee shall be provided with an allowance of \$500.00 per contract year to purchase OSHA-approved, work related boots or other work apparel as approved in advance by the Public Works Director, with receipts to be presented to the Village.
- A. An equipment reimbursement of \$120.00 annually will be paid to each employee in December as a separate accounts payable check. This reimbursement is for communication equipment (cell phone access) not provided by the Village.

**ARTICLE 40. Wage Schedule**

Effective the as of July 1, 2020 the following hourly rate wage scheduled will be:

**AFSMCE Wage Schedule**

<b>7/12020 2%</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer (I)</b>	18.32	19.21	20.02	20.98	21.86
<b>Laborer II / Operator *</b>	18.87	19.82	20.63	21.59	22.51
<b>Foreman</b>	23.17	23.86	24.59	25.32	26.11
<b>7/1/2021 2%</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer</b>	18.69	19.59	20.42	21.40	22.30
<b>Laborer II/Operator</b>	19.25	20.22	21.04	22.02	22.96
<b>Foreman</b>	23.63	24.34	25.08	25.83	26.63

<b>7/1/2022 2% **</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer</b>	19.06	19.98	20.83	21.83	22.75
<b>Laborer II/Operator</b>	19.64	20.62	21.46	22.46	23.42
<b>Foreman</b>	24.11	24.83	25.58	26.35	27.16

\*\* For July 1, 2022 if the CPI- Headlee – is 3% or greater for 2022, the wage increase will be increased by 1% to a total 3% increase.

The additional hourly pay for water licenses will cease as of December 31, 2017 and will be replaced by a semi- annual payment of \$550 for the S-3/4 license and \$300 for the S-4 license payable June 2018 June and December and June annually thereafter.

For achieving and maintaining State Herbicide/Pesticide Certification annual payment of \$250.00 shall be payable in June.

#### **New Classification- Laborer II / Operator**

Upon signing of this contract, existing employees with at least two years seniority who meet the qualifications of operating a backhoe and underbody plow truck, subject to approval of the Public Works Director and Village Manager, will be reclassified to Laborer II/Operation position. This pay rate change will be effective no later than the pay period the contract is signed and approval by the Public Works Director and Village Manager.

**ARTICLE 41. Retirement**

- Any employee hired after July 1, 2007 will be enrolled in a Defined Contribution pension program through MERS with the following provisions:
- 1) Vesting            25% of the Village's contribution after 3 years employment  
                          50% of the Village's contribution after 5 years employment  
                          100% of the Village's contribution after 7 years employment
  
  - 2) Contribution    7% of wages by the Village  
                          \*Effective July 1, 2021 8% of wages by the Village \*  
                          \*Effective January 1, 2022 9% of wages by the Village \*  
                          \*Effective January 1, 2023 10% of wages by the Village \*  
                          5% of wages by the Employee

\* with this contract pension contribution provision to be reopened for negotiation if the Village total Taxable Value increase is less than the CPI Headlee increase during the term of the contract.

- 3) Any employee hired after July 1, 2007 will not be eligible to receive Village provided health insurance when he/she retires.

**ARTICLE 42. Bargaining During the Term of this Agreement**

It is hereby acknowledged that during the negotiations which resulted in this Agreement that each party had the unlimited right to make demands and proposals with respect to any subjects or matter not removed by ordinance, charter or law from the area of Collective Bargaining, and that Agreements arrived at are set forth in this Agreement.

**ARTICLE 43. Personal Business Leave**

Four (4) Personal Business Leave Days (PBLD) shall be granted to all full-time employees. Such days must be taken during the contract year.

**ARTICLE 44. Long Term Disability Insurance**

Beginning February 1, 2003, the Village of Lake Orion shall provide Disability Insurance to each full-time employee as follows:

**Short Term Disability** – 67% of actual wages to a maximum of \$400 per week for 13 weeks maximum beginning after 1 day in case of accident and 8 days in case of illness.

**Long Term Disability** – 60% of actual wages to a maximum of \$5,000 per month for 2 years maximum beginning after a 90 day waiting period.

Employees receiving sick or vacation pay while on regular disability will not receive sick leave accrual.

**ARTICLE 45. Dental Insurance**

Dental Insurance shall be provided to each employee and his family at no charge to the employee as follows:

100% of treatment costs for Diagnostic and Preventive Services paid by Delta Dental, 80% of Basic Services paid by Delta Dental, and 50% of Major Services paid by Delta Dental with a \$1,000.00 maximum per person per contract year.

Dental insurance shall be provided to each employee and his/her family based upon the dental coverage that is currently in place at the time of contract. The Village has the right to change insurance coverage carriers with a notification being provided to the Union prior to such change as long as the coverage is substantially similar to or better than the current dental plan that is currently in place.

**ARTICLE 46. Optical Insurance**

Effective August 1, 2006, or as soon thereafter as the Village procures coverage and has the plan implemented, the Village of Lake Orion will make available to Employees and eligible members of the Employees' families the Blue Cross/Blue Shield Blue Vision VSP Choice optical plan. Copies of the description of this plan will be provided to Employees. Change coverage to include annual frame coverage to every twelve (12) months is to be arranged with the insurance company as soon as possible upon the signing of the agreement.

Optical insurance shall be provided to each employee and his/her family based upon the optical coverage that is currently in place at the time of contract. The Village has the right to change insurance coverage carriers with a notification being provided to the Union prior to such change as long as the coverage is substantially similar to or better than the current optical plan that is currently in place.

**ARTICLE 47. Savings Clause**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it has been held invalid or to which compliance with or enforcement of has been restrained shall not be affected thereby.



**ARTICLE 48. General**

- a) All leaves shall count toward an employee's Family Medical Leave Act entitlement.
- b) Both the Village and Union agree that the provisions of the contract are subject to the Village's accommodation duties under the Americans with Disabilities Act.
- c) The Village's Anti-Drug and Alcohol Abuse Policy shall remain in effect during this Agreement. All employees shall execute the acknowledgment form. The Union reserves the right to file a grievance in appropriate cases.

**ARTICLE 49. Job Related Coursework**

The Village will reimburse an employee for course fees when the course is for certification or licenses directly related to the employee's duties and provides a clear benefit to the Village. Reimbursement shall be made upon documentation of the successful completion of the course.

Each Local #2720.22 employee shall be paid an additional twenty-five cents (\$.25) per hour for each required water license per level attained as needed and determined by the Village Manager. The additional hourly pay for water license will cease as of December 31, 2017 and will be replaced by a semi- annual payment of \$550 for the S-3/4 license and \$300 for the S-4 license payable June 2018 June and December and June annually thereafter.

No more than two AFSCME employees will be paid for water licenses as of December 31, 2017.

For achieving and maintaining State Herbicide/Pesticide Certification annual payment of \$250.00 shall be payable in June.

**ARTICLE 50. Tuition Reimbursement**

- a) Classes should be job related and must be approved in advance by the Village Manager
- b) Employee must pass class with a "C" grade or better and must present a paid receipt for the tuition and a copy of the transcript showing the "passing grade"
- c) Employee must remain a Village employee or else reimburse the Village for the tuition on the following basis:
  - 100% re-imburement if he leaves within 1 year of receiving tuition re-imburement
  - 75% re-imburement if he leaves within 2 years of receiving tuition re-imburement
  - 50% re-imburement if he leaves within 3 years of receiving tuition re-imburement
  - 25% re-imburement if he leaves within 4 years of receiving tuition re-imburement
  - 0% re-imburement if he leaves within 5 years of receiving tuition re-imburement

**Article 51. Declared Emergency Hazard Pay**

For a health hazard emergency declared by the County, State or Federal government, each AFSCME bargaining unit member in D.P.W who reports for duty each schedule workday of a pay period and works a full shift shall receive a hazard pay premium of \$30.00 per day worked (vacation leave and sick leave shall be excluded for premium pay).

Hazard Premium payments will not be included in Average Final Compensation for retirement benefit calculation purposes, will not be subject to pension contributions and shall be excluded from overtime calculation.

This Hazard Pay will be paid only if reimbursed from the State Government and or Federal Government.

**ARTICLE 52. Contract Signing Bonus Hazard Pay:**

Upon ratification of this contract and approval by the Village Council a contract signing bonus/hazard pay to be paid as W-2 earnings on the next pay period of \$750.00 to full-time employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13<sup>th</sup> day of January, 2021.

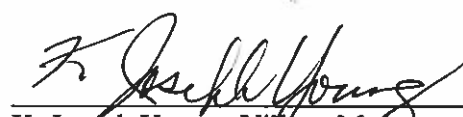
FOR THE UNION:  
MICHIGAN AFSCME COUNCIL #25  
LOCAL #2720 – LAKE ORION  
DEPARTMENT OF PUBLIC WORKS

  
\_\_\_\_\_  
Denis Martin, Staff Representative

  
\_\_\_\_\_  
Wesley Sanchez, Chapter Chair

  
\_\_\_\_\_  
Christopher Carpenter, Alternate Steward

FOR THE EMPLOYER:  
VILLAGE OF LAKE ORION,  
MICHIGAN

  
\_\_\_\_\_  
K. Joseph Young, Village Manager

  
\_\_\_\_\_  
Susan C. Galeczka, Village Clerk

Pursuant to Village Council action on January 11, 2021

**APPENDIX A**

**HEALTH INSURANCE ALLOWANCE FORM**

DATE YOU WISH COVERAGE TO BE STOPPED: \_\_\_\_\_

INSURANCE COVERAGE PROVIDED THROUGH SPOUSE: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_ EFFECTIVE DATE OF POLICY: \_\_\_\_\_

When enrolling in this program, an employee is eligible for 40% of the premium cost that would have been paid by the Village for that Employee for health insurance during the prior calendar year for opting out of the Village's health insurance coverage during the prior calendar year when they obtain coverage through the spouse (paid at the end of the calendar year) by not more than \$6,000 annually, with payments made quarterly.

I understand that this program is voluntary, and that I am required to re-enroll in a Village sponsored medical care program if for any reason that I, my spouse or dependents, are no longer obtaining the coverage provided through my spouse. I understand that the coverage I am obtaining through my spouse may not provide the same level of coverage that I obtain through the Village and I am releasing the Village from all medical debts or claims that may result during the time period that I am without Village coverage. I recognize that, even though there is an immediate re-enrollment requirement, there may be a time delay requirement by the health care provider before re-enrollment is possible.

DATE: \_\_\_\_\_ EMPLOYEE: \_\_\_\_\_



<b>7/12020 2%</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer ( I )</b>	18.32	19.21	20.02	20.98	21.86
<b>Laborer II / Operator *</b>	18.87	19.82	20.63	21.59	22.51
<b>Foreman</b>	23.17	23.86	24.59	25.32	26.11
<b>7/1/2021 2%</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer</b>	18.69	19.59	20.42	21.40	22.30
<b>Laborer II/Operator</b>	19.25	20.22	21.04	22.02	22.96
<b>Foreman</b>	23.63	24.34	25.08	25.83	26.63

<b>7/1/2022 3% **</b>	<b>Entry Level</b>	<b>After 6 months</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
<b>Laborer</b>	19.25	20.18	21.03	22.04	22.97
<b>Laborer II/Operator</b>	19.83	20.82	21.67	22.68	23.65
<b>Foreman</b>	24.34	25.07	25.83	26.60	27.43

\*\* For July 1, 2022 if the CPI- Headlee – is 3% or greater for 2022, the wage increase will be increased by 1% to a total 3% increase. The 2022CPI Headlee rate was greater than 3% (3.3%) The additional hourly pay for water licenses will cease as of December 31, 2017 and will be replaced by a semi- annual payment of \$550 for the S-3/4 license and \$300 for the S-4 license payable June 2018 June and December and June annually thereafter.

For achieving and maintaining State Herbicide/Pesticide Certification annual payment of \$250.00 shall be payable in June.

**New Classification- Laborer II / Operator**

Upon signing of this contract, existing employees with at least two years seniority who meet the qualifications of operating a backhoe and underbody plow truck, subject to approval of the Public Works Director and Village Manager, will be reclassified to Laborer II/Operation position. This pay rate change will be effective no later than the pay period the contract is signed and approval by the Public Works Director and Village Manager.