

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NEW HAVEN

AND

TEAMSTERS, LOCAL 214

CLERICAL UNIT

EFFECTIVE JULY 1, 2024 TO JUNE 30, 2027

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
AGREEMENT	3
ARTICLE 1 – Purpose and Intent	3
ARTICLE 2 – Recognition	4
ARTICLE 3 – Union Representation	4-5
ARTICLE 4 – Union Security	5-6
ARTICLE 5 – Management Rights	6-10
ARTICLE 6 – No Strike Clause	10
ARTICLE 7 – Grievance Procedure	10-12
ARTICLE 8 – Discipline and Discharge	12-13
ARTICLE 9 – Seniority	13-15
ARTICLE 10 – Hours of Work and Overtime Pay	15-16
ARTICLE 11 – Leave of Absence	16-17
ARTICLE 12 – New Positions	17
ARTICLE 13 – Classifications	17-18
ARTICLE 14 – Subcontracting	18
ARTICLE 15 – Equipment, Accidents & Reports	18
ARTICLE 16 – Jury Duty	19
ARTICLE 17 – Non-Discrimination	19-20
ARTICLE 18 – Wages	20
ARTICLE 19 – Health Care and Other Insurance	20-22
ARTICLE 20 – Holidays	22-23
ARTICLE 21 – Vacations	23-24
ARTICLE 22 – Sick Leave	24-25
ARTICLE 23 – Pension	25-26
ARTICLE 24 – Bereavement Leave	26
ARTICLE 25 – Workers’ Compensation	26-27
ARTICLE 26 – Separability and Savings Clause	27-28
ARTICLE 27 – Entire Agreement	28-29
ARTICLE 28 – Definition of Job Positions and Duties	29
ARTICLE 29 – Emergency Manager	29
ARTICLE 30 – Duration of Agreement	30
Letter of Understanding	31
Letter of Understanding	32

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 by way 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

Clerical I Clerical II Clerical III

~~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 and beyond		\$ 25.00	\$ 25.75	\$ 26.52
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 and beyond		\$ 26.50	\$ 27.30	\$ 28.11
		* or inflation rate, whichever is higher		

A new employee who possesses the minimum of two (2) years of municipal experience or a Bachelor's Degree may be placed on the wage scale at the Employer's discretion, 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