

RESOLUTION 2011-23

3-25-11

RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND LEGAL COMMITTEE ADOPTING TEMPORARY WORK RULES FOR VILLAGE OF STURTEVANT DEPARTMENT OF PUBLIC WORKS EMPLOYEES

WHEREAS, certain actions by the State of Wisconsin may render certain work rules contained in the collective bargaining agreement between the Village of Sturtevant and Teamsters Union Local 43 (January 1, 2009 through December 31, 2010) no longer applicable; and

WHEREAS, the Village of Sturtevant is attempting to provide continuity for the Department of Public Works in the event that certain work rules contained in the collective bargaining agreement between the Village of Sturtevant and Teamsters Union Local 43 (January 1, 2009 through December 31, 2010) become no longer applicable.

NOW THEREFORE, BE IT RESOLVED that the Village of Sturtevant Board of Trustees that it hereby adopts the Temporary Work Rules for the Sturtevant Department of Public Works Employees dated 3-29-11 as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference effective at such time and only at such time as the collective bargaining agreement between the Village of Sturtevant and Teamsters Union Local 43 (January 1, 2009 through December 31, 2010) is no longer applicable to the work rules contained in Exhibit "A". A copy of the Temporary Work Rules for the Sturtevant Department of Public Works Employees dated 3-29-11 as set forth in Exhibit "A" shall be kept on file with the Village Clerk and a copy shall be distributed to all Sturtevant Department of Public Works employees at such time as the rules take effect.

BE IT FURTHER RESOLVED by the Village of Sturtevant Board of Trustees that the Temporary Work Rules for the Sturtevant Department of Public Works Employees dated 3-29-11 as set forth in Exhibit "A" are subject to further modification and change by the Sturtevant Board of Trustees at any time at the Board's discretion.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 29th day of March, 2011.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk

INTERIM WORK RULES for Employees of the Department of Public Works-3-29-11

HOURS OF WORK, PREMIUM PAY, and JURY DUTY

The regular work week of a full-time employee shall be forty (40) hours, Monday through Friday inclusive. The regular daily starting time of a full-time employee shall be 7:00 A.M. The regular work week days and starting time may be changed by mutual agreement of the Employer and the Union.

The lunch period for each department is to be set by the Employer, but shall not be longer than one hour, or shorter than one-half (1/2) hour.

An employee shall receive one and one-half (1 1/2) times his basic hourly wage for all work performed by him in excess of eight (8) hours in anyone day or in excess of forty (40) hours in anyone week. In addition, an employee shall receive one and one-half (1 1/2) times his basic hourly wage for all work performed by him on Saturdays. An employee shall receive two (2) times his basic hourly wage for all work performed by him on Sunday; irrespective of any hours lost during the normal work week due to illness unless either or both days are part of the employee's regular work week schedule. In such event, the employee will have other days designated as his Saturday and Sunday.

Overtime pay equal to two (2) times an employee's basic hourly wage shall be paid for all work performed by him on a designated holiday, in addition to his regular holiday pay. Also, for Sunday work other than normal scheduled hours on a regular scheduled basis. Overtime work will be distributed by the Employer among the full-time employees as equally as possible, taking into consideration the skill and ability of employees to perform the overtime work required, and such decision shall be made by the Employer. All employees shall perform overtime work whenever required by the Employer, unless unable to do so by reason of illness or other incapacity.

The employees shall be notified twenty-four (24) hours in advance when being requested to work overtime except in cases of emergency. If all available employees refuse overtime work, the Employer has the right to hire outside labor.

An employee called back to work after having completed his regular day's work shall be given not less than two (2) consecutive hours of work and shall receive one and one-half (1 1/2) times his basic hourly wage for all work performed by him while on such call back. No luncheon time shall be taken by an employee on call back until completion of four (4) hours of duty.

An employee called into work within two (2) hours of their scheduled start time, shall receive one and one-half (1 1/2) times their hourly rate for pay for time worked until their scheduled starting time.

Volunteer work, which is not being paid for shall not be the claim of employees of the unit.

On call (beeper) pay: Effective January 1, 2004, one (1) employee from the DPW shall be assigned to carry the beeper each week. The employee carrying the beeper on the weekend shall receive sixty dollars (\$60.00) for the week. If the employee assigned the beeper does not work the Friday before the assigned weekend, the employee is not eligible for beeper pay on that weekend. The Village will not pay beeper pay to more than one (1) employee during any week.

Jury Duty: All represented employees (including probationary employees) called for jury duty shall receive regular salary for such time, provided compensation received for duty is deposited with the Village Treasurer and receive a receipt for said deposit.

All represented employees (including probationary employees) called as a witness due

to circumstances related to work shall be paid for time lost to appear as a witness; provided however, that said employee shall deposit any witness fees received with the Village Treasurer and receive a receipt for said deposit; and further provided, that such payment shall not apply as to hearings involving employee wrong doing by such employee. Fees received for jury or witness duty when received for time spent outside scheduled work time, may be retained by the employee.
When jury or witness duty is completed, the employee shall return to work.

WAGES

Wage rates shall not be increased across the board effective January 1, 2009; wage rates shall be increased one percent (1%) across the board January 1, 2010; and one percent (1%) across the board effective July 1, 2010.
The Water/Wastewater #4 Licensed Operator rate shall be increased by sixty-five cents (\$.65) per hour effective January 1, 2004.

Jury Duty: All represented employees (including probationary employees) called for jury duty shall receive regular salary for such time, provided compensation received for duty is deposited with the Village Treasurer and receive a receipt for said deposit.
All represented employees (including probationary employees) called as a witness due to circumstances related to work shall be paid for time lost to appear as a witness; provided however, that said employee shall deposit any witness fees received with the Village Treasurer and receive a receipt for said deposit; and further provided, that such payment shall not apply as to hearings involving employee wrong doing by such employee. Fees received for jury or witness duty when received for time spent outside scheduled work time, may be retained by the employee.
When jury or witness duty is completed, the employee shall return to work.

Effective January 1, 1998, the lead man shall receive sixty-five cents (\$.65) per hour above the full-time employee rate. The lead man rate will be in effect only when a lead man is assigned by the Public Works Supervisor.
Effective January 1, 1998, the mechanic shall receive seventy-five cents (\$.75) per hour above the full-time employee rate for all hours worked.
Wages. the lead man shall receive sixty-five cents (\$.65) per hour above the full-time employee rate. The lead man rate will be in effect only when a lead man is assigned by the Public Works Supervisor.
The mechanic shall receive seventy-five cents (\$.75) per hour above the full-time employee rate for all hours worked.

A. Full-time after Probation	\$23.75
B. Probationary rate	\$19.38
Part-time, casual and seasonal employees:	
Light Duty Work	\$9.11
Heavy Duty Work	\$13.42
The above rates are minimum.	

The following longevity increments shall be paid to all regular employees:
Ten cents (\$.10) per hour after five (5) years of service.
Twenty cents (\$.20) per hour after ten (10) years of service.
Thirty cents (\$.30) per hour after fifteen (15) tears of service

Paydays to provide that employees will be paid biweekly. If any such regular payday hereunder falls upon a holiday, an employee shall receive his pay on the last scheduled work day immediately preceding such holiday. An employee shall submit to the Employer, daily work slips along with punched time cards as a condition

precedent to the payment of wages. Each employee shall punch only his own time card.

HOLIDAYS

The following shall be deemed designated holidays for the purposes of this Agreement:

New Year's Day
Spring Break Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Day Before Christmas Day
Christmas Day
Day Before New Year's Day
One Personal Day

To use the personal holiday, an employee must provide a five (5) day notice in advance unless the Village agrees to a lesser notice.

Except as hereinafter provided, a full-time employee, whether or not required to work on any of the designated holidays, shall receive holiday pay for eight straight time hours at his basic hourly wage for each of such designated full-day holidays, provided that he works the regularly scheduled hours on the regular work day immediately prior to, and the regularly scheduled hours on the regular work day immediately after, each of such designated holidays; provided, nevertheless, that an employee absent on either of such days by reason of illness or other valid reasons, shall nevertheless be entitled to receive holiday pay for the designated holiday.

In the event that any of the designated holidays falls on a Sunday, it shall be observed on the following Monday, and in the event that any of the designated holidays falls on a Saturday, the holiday shall be observed on the preceding Friday.

VACATIONS

Vacations shall be granted to an employee according to the following schedule:

- A. After one (1) year of employment and each year up to five (5) years of employment - two (2) weeks or ten (10) working days if taken independently (earned at the rate of 8/10 day per month).
- B. After five (5) years, add one (1) day for each year of service up to eighteen (18) years.
- C. After twenty-five (25) years - twenty-five (25) days.

In the event that an employee terminates employment, he shall receive pay for such vacation time earned in accordance with the foregoing schedule which has not theretofore been taken by him, at his basic straight time hourly wage.

An employee's eligibility for vacation shall be determined as of the employee's date of employment. At least two (2) weeks, or ten (10) working days, of vacation shall be taken between January 1 and December 31. An employee shall request at least six (6) weeks in advance to use earned vacation. Employees shall be entitled to their choice of vacation time in accordance with their length of service, and in the discretion of the Employer, such vacations may be spread evenly throughout the vacation period.

All vacation earned by an employee as of January 1 of each year must be taken by the employee before the following December 31. No vacation time may be accumulated for use in any succeeding year or eligibility, and except in the event of termination, no payment in lieu of vacation time shall be made to an employee for vacation time not taken by the employee.

Vacation pay shall be paid in advance of the taking vacation, other than working days taken independently and vacation pay shall be in an amount equal to the employee's

basic hourly wage at the time of taking such vacation. In the event that a holiday occurs during an employee's vacation, the employee shall receive holiday pay in addition to his vacation pay or the employee may be given an additional day of vacation.

Employees may receive additional time off without pay, in the sole discretion of the Employer.

SICK LEAVE

Each employee shall earn sick leave at the rate of one day per month of employment in which an employee's absences from work for that month do not exceed five (5) working days. Sick leave days may be used for any regular working day or absence due to personal illness or disability due to accident. Payment for sick leave shall be at the employee's current hourly rate, based on an eight hour day.

After three days of sick leave the assigned Supervisor of the employee may request proof of sickness.

Earned sick leave credits may be used by an employee who is injured on the job, to make up the difference between his workmen's compensation payments and his regular weekly wages. The maximum number of sick days which, an employee can accumulate shall be 165 days. This benefit is not available to those employees working less than forty (40) hours a week. Accrued unused sick leave shall be paid for at the rate of \$40.00 per day upon death, retirement or resignation of the employee.

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-children, step-brothers and step-sisters), a regular full-time and regular part-time employee shall be entitled to a maximum of three days off to attend the funeral. The compensable day or days must fall within the employee's regularly scheduled work week. These days shall not be counted as sick leave.

The Employer has the right to require sufficient proof of death. In the death of a grandparent of only the employee; the employee shall be entitled to a maximum three (3) days off to attend the funeral.

LEAVES OF ABSENCE

UNION BUSINESS The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to no more than one (1) employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of people affected, in order that there shall be no disruption of the Employer's operations due to lack of available employees.

PERSONAL Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. During the period of absence the employee shall not engage in gainful employment or to go into business for himself, unless by previous arrangement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay, providing he is qualified to perform the work available.

ILLNESS AND INJURY Leave of absence for pregnancy, illness, or injury over five (5) working days must be applied for by a written leave of absence request and must be accompanied by a letter from a licensed doctor or physician stating reason for leave and probable length of disability.

In the event of disability, which requires a prolonged leave of absence, any regular employee shall be granted a leave for a period not to exceed six (6) months. Extension

of ninety (90) days at a time may be granted to a total of two (2) years, if supported by medical evidence necessitating such leave and consistent with the operational needs of the department, the employee must make suitable arrangements for continuation of Health & welfare and Pension payments before the leave is approved by the Employer. The employee shall notify the Union of approved personal leaves and any subsequent extensions that may be granted.

The Village agrees to abide by all applicable Federal and State laws relating to the Family and Medical Leave Act.

Employee's failure to make pension payments when invoiced will result in the cancellation of the leave.

Employee's failure to make pension payments when invoiced will result in the cancellation of the leave.

Employee's failure to make Health payment when invoiced will result in the cancellation of the insurance.

UNION ACTIVITIES

Employer will not interfere with the rights of an employee to become and remain a member of the Union or his rights to encourage or discourage membership in the Union nor will the Employer discriminate against any employee in regard to hiring, tenure or other terms or conditions of employment by reason of the employee's exercise of the foregoing rights.

No employee shall engage in Union activities during working hours other than as specifically authorized by this Agreement.

Any accredited representative of the Union shall at all reasonable times have the right to visit any work place where any employee is employed for the purposes of inspecting working conditions and settling grievances.

SENIORITY

Seniority standing shall be granted to all employees except part-time casual and seasonal employees. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent full-time employment with the Employer.

An employee shall be probationary for the first ninety (90) calendar days of employment.

Upon completion of such ninety (90) calendar days of employment he/she shall be entered on the seniority list as of his/her date of hire. A probationary employee has no seniority rights and retention as an employee is entirely within the discretion of the Village. If the Village believes that an additional probationary period is necessary, such period may be extended as agreed to in writing by the employee, the Village and the Union.

During such probationary period, an employee may be discharged by Employer without the same constituting a grievance. All new fulltime employees shall be placed on the full-time seniority list after completing the probationary period. All new full-time, part-time employees shall be placed on a separate full-time, part-time seniority list after completing the probationary period.

In all personnel actions involving classification of employees covered by this Agreement, layoff, transfers, recall or layoff employees and promotion, Employer will take into account the following Factors:

A. Seniority

B. Qualifications and ability to perform the work required

Seniority shall be the governing factor, except when the employee with the greater seniority does not have the ability or physical qualifications to perform the available job in a satisfactory manner.

LOSS OF SENIORITY

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

- A. If he resigns
- B. If he is discharged for just cause
- C. If without giving a reasonable excuse to the Employer, he remains absent from work for more than three (3) consecutive working days.
- D. If he fails to report to work within three (3) consecutive working days after being recalled from layoff by Employer by notice in writing via registered mail, return receipt requested, to his last known address on the Employer's record.

The seniority of a person who has been laid off and whose name is therefore not on the active payroll, shall terminate after expiration of twenty-four (24) consecutive months of unemployment from the Employer.

LAY OFFS

In case of reduction in force or elimination of a position, seniority and ability to perform the work shall govern. Employees shall be laid off according to the least seniority and ability to perform the work. When the working force is to be increased after a layoff, employees will be recalled in order of seniority and the ability to perform the work for the work being recalled. In the event of a layoff, Employer shall give at least three (3) days notice to the affected employees.

HEALTH & WELFARE BENEFITS

Effective January 1, 2010, the Employer agrees to provide Health & Welfare Insurance Benefits through Central States, Southeast and Southwest Areas Health & Welfare Fund, hereafter referred to as the (Fund), for full-time employees represented by Teamsters Local Union No. 43, who have completed thirty (30) days of employment and have met the Funds eligibility requirements. Such insurance shall consist of the C6 two-tiered Plan without retiree coverage benefits.

Effective January 01, 2011, the Employer agrees to contribute the amount of one hundred thirteen dollars and fifty cents (\$113.50) for single coverage and two hundred seventy six dollars and fifty cents (\$276.50) for family coverage per week per covered employee.

Effective January 01, 2012, the Employer agrees to contribute (not to exceed) the amount of one hundred twenty seven dollars and ten cents (\$127.10) for single coverage and (not to exceed) three hundred nine dollars and seventy cents (\$309.70) for family coverage per week per covered employee.

The Employer agrees to bear the responsibility to submit the full contribution regardless of their ability to collect co-pays from employees.

Contributions are to begin on new employees upon completion of thirty (30) days. The Fund will provide benefits to new employees once they have met the Fund's eligibility of eight (8) consecutive weeks of contributions.

Beginning 12/31/08 the employees will pay 7.5% of the monthly insurance premium, half (1/2) of the employees portion of the premium will be deducted from each of the first two paychecks per month.

Deductibles will be \$200.00 single/\$400.00 family. Life & A. D. & D. insurance will be \$75,000.00. Short-term disability Insurance will be \$300.00 per week for first 10 weeks, \$350 per week for last 16 weeks. Benefit period 1st day accident & 8th day illness for 26 weeks maximum.

The Village will reimburse employees for the purchase of safety glasses: One pair of

lenses every year and one pair of frames every other year. Maximum to be reimbursed \$250.00 per year.

The Village has the right to set certification standards for reimbursable lenses and frames within (ANSI) guidelines.

Effective January 1, 2005, the Village will pay \$520.00 for each employee to an IRS Section 125 Plan.

Section 1. In reference to retiree insurance to provide employee who retires from the Village between the ages of 57 and 65, with twenty years of service with the Village, will be eligible to receive the level of health insurance benefits they were receiving at the time of their retirement (single etc.) until they are 65 years old at no cost. The Village shall make a good faith effort to purchase insurance of a similar nature as to that they received at the time of retirement. If the Village is not able to reasonably purchase those benefits, the Village will purchase available benefits through the state uninsurable pool.

Section 2, (A) When an employee is laid off due to lack of work, he shall receive benefits for the

calendar month following his layoff. The Employer will notify the Insurance Carriers upon termination of employment or layoff so that such employee may be billed directly.

(8) Regular employees returning from layoff will be eligible for coverage the first of month following return to work.

(C) The obligation of the Employer to pay the cost of the insurance with respect to an employee shall not commence until after the employee has completed his thirty (30) day period with the Employer and shall terminate with respect to any employee covered by this Agreement whenever his employment with the Employer shall terminate, he shall be laid off or he shall be granted a leave of absence.

In the event an employee either voluntarily terminates or is discharged and the Employer has paid his health and welfare benefits for the month, he shall deduct from the balance of the wages due such employee, the unused portion of the premium remaining for the month.

Section 3. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 4. If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a month following the month when the absence began.

Section 5. If an employee is granted a leave of absence, the Employer shall collect from the employee prior to the commencement of the leave of absence, sufficient monies to cover the premium under the above plan.

Section 6. In the event of death of an employee, the Employer agrees to accept self payments

from the spouse of the employee for a period not to exceed one year.

MANAGEMENT RIGHTS

It is understood and agreed that the Employer has all of the customary and usual rights, powers, functions and authority of a municipal corporation.

RULES AND REGULATIONS

Employer shall from time to time promulgate and post on employee bulletin boards, reasonable rules and regulations including safety rules pertaining to the terms and

conditions of the employment of employees other than rules and regulations in direct conflict with any provision or provisions of this Agreement.

Any rules deemed not reasonable will be subject to the grievance procedure.

Commercial Driver's License (CDL). Retention of a Commercial Drivers License with the endorsements designated by the Village shall be a condition of employment.

a) Any employee who upon conviction for operating while intoxicated, or operating while intoxicated-controlled substance, loses their license and is ineligible to immediately obtain an occupational CDL will be terminated from employment with the Village.

b) Any employee who upon conviction loses his license for reasons other than those set forth above, and is ineligible to obtain an occupational CDL within sixty (60) days shall be terminated from Village employment.

Employees who are waiting to become eligible to obtain an occupational CDL pursuant to (b) above may be suspended without pay by the Village until an occupational CDL is obtained pursuant to (b) above.

In the event the Village chooses to hire an otherwise qualified applicant without a COL, the new hire must obtain the appropriate license, with the assistance of the Village (e.g. making vehicle available during non-work hours for practice and testing), before the end of the probationary period .. At Village discretion, may extend the probationary period in thirty (30) day increments if the new hire does not have a COL unless the employee or Union objects to an extension.

DISCHARGE AND DISCIPLINE

Employer may discharge or otherwise discipline any non-probationary employee for failure to abide by any reasonable rules and regulations promulgated by the Employer as hereinbefore provided for, or for any other just cause, provided however, that in the case of any default of or infraction by an employee, he/she shall be given at least two (2) warning notices of such default or infraction. No employee shall be discharged for a further particular default or infraction unless he/she shall theretofore have been given two (2) warning notices with respect to a prior default or infraction.

GRIEVANCE PROCEDURE

A bona fide attempt shall be made to settle all grievances between Employer and Union. However, the grievances must be reduced to writing by the grieved employee and filed with the party against whom it is made within seven (7) working days or it shall be barred.

An employee who has a grievance shall first report this grievance to his immediate supervisor who shall adjust the grievance within seven (7) working days.

If the supervisor fails to adjust a grievance within that period, the representative of the Union shall discuss the grievance with the Village President or his designated representative for the purpose of adjustment. Time limits may be extended by mutual agreement but in no case more than thirty (30) days.

If the Employer and the Union are unable to adjust the grievance within ten (10) working days thereafter, the parties will request a panel from the Wisconsin Employment Relations Commission rather than have the W.E.R.C assign a staff arbitrator.

All costs of arbitration shall be shared equally by the Employer and the Union except for witness fees, attorney fees or fees of experts which costs shall be borne solely by the party incurring such expense.

Settlements at any step of the grievance procedure shall be considered final and binding on all parties.

PENSION PLAN

Section 1. Effective January 1, 2009, the Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Plan the sum of one hundred four dollars and twenty cents (\$104.20) per week for each non-probationary

employee covered by this Agreement.

Effective January 1, 2010 the Employer shall contribute to Central States the sum of one hundred eleven dollars and fifty cents (\$111.50) per week for each nonprobationary employee covered by this Agreement. Such contribution shall commence with the first week following the end of the probationary period of such employee.

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under Southeast and Southwest Areas contracts to which Employers who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate Trust Agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part-time the provisions of this contract including weeks where work is performed for the Employer but not under the provisions of this contract and although contributions may be made for those weeks into some other pension fund or health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of the Section

JOB POSTING

When vacancies or new jobs exist within the bargaining unit, such jobs will be made available to present employees by a job posting. Job posting shall include a summary of duties and responsibilities, rate of pay and day position is to be filled and remain posted for five (5) regular working days.

Bargaining unit employees may sign for new or vacated positions and provided the employee has sufficient qualifications to perform the work, the senior most qualified signing employee shall be selected to fill the position.

Employees will be granted a thirty (30) regular working day familiarization period during which time the Employer may determine whether or not the employee has sufficient qualifications. After the thirty (30) regular working day familiarization period, if the Employer determines that an employee is not sufficiently qualified or if the employee does not desire the position, the next senior qualified employee to sign the job posting shall be given the same opportunity to fill the position. This familiarization period applies to any change in position.

In the event no qualified employee within the bargaining unit signs for the job posting and a vacancy continues to exist, then the Employer may take appropriate steps to employ a new individual for the position.

COMBINATION OF DEPARTMENTS / MERGER

If the Village combines services with another municipality, each employee that is not offered a job with the new provider shall be paid a severance payment equivalent to 6 months pay.

addition to -PENSION

Effective January 1, 2004, contributions will be remitted to the Central States Pension Fund on behalf of all employees (other than seasonal, and casual) covered by the Collective Bargaining Agreement after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual or seasonal employee (casual defined as an employee whose work is sporadic and limited in duration) works 1,000 hours or more in any 12month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this Contract for non-casual or non-seasonal employees. The hours worked after the effective date of the Collective Bargaining Agreement (May 23, 2005) will be counted toward the 1,000-hour threshold.

This provision shall remain in effect as long as the Employer is obligated to contribute to the Pension Fund on behalf of any of its employees.