

# AGREEMENT

between

THE CHARTER TOWNSHIP OF UNION

and

COUNCIL 25, AFSCME

(Non-Supervisory Unit)

Effective June 13, 2018 through December 2019

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THIS AGREEMENT made and entered into as of the date it is executed below, by and between the CHARTER TOWNSHIP OF UNION hereinafter referred to as the "Employer" and MICHIGAN AFSCME COUNCIL 25, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE 1 - RECOGNITION**

### **Section 1. Collective Bargaining Unit**

The Employer hereby agrees to recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full time and regular part-time employees of the Charter Township of Union in the classifications of Data Entry/Filing Clerk, Utility Laborer, Waste Water Treatment Plant Operator, Skilled Operator, Assistant Water System Operator, Assistant to the Assessor, Parks Supervisor, Rental Inspector, Building Department Clerk, Public Works Assistant and Secretary/Receptionist, excluding the Township Manager, Assessor, Public Works Coordinator, executive employees, supervisors, temporary, casual, and seasonal employees, confidential employees, and all other employees.

### **Section 2. Definitions and Employee Coverage**

For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

**Full-Time Employee:** A full-time employee is an employee who is employed by the Employer on a regular basis and whose normal work schedule consists of forty (40) hours or more per work week in a position classified by the Employer as permanent.

**Regular Part-Time Employee:** A regular part-time employee is an employee who is employed by the Employer on a regular basis and whose normal work schedule usually consists of twenty (20) or more but less than forty (40) hours per week in a position classified by the Employer as permanent.

**Non-regular Employee:** A non-regular employee is an individual not included within the above definitions of full time or regular part-time employee who is working on any other basis, including temporary, casual, or seasonal.

### **Section 3. Part-Time and Non-regular Employees**

The Employer reserves the right to hire and utilize regular part-time employees and non-regular employees from time to time. Non-regular employees are not within the

recognition granted the Union and are not covered by the terms of this Agreement. The Union recognizes that the performance of work for the Employer by these non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement. The Union further agrees that the performance of work by supervisors shall be permitted and shall not constitute a violation of this Agreement, so long as such use does not cause the layoff of a bargaining unit employee.

## **ARTICLE 2 - REPRESENTATION**

### **Section 1. Collective Bargaining Committee**

The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

### **Section 2. Chapter Chairperson**

The Chapter Chairperson or Steward shall be permitted to leave their work station, after the expiration of the first hour of their shift, to investigate and present grievances to the Employer, without loss of pay, after specifying to their Supervisor the purpose of their activity and recording their time on the appropriate forms. The Supervisor shall grant permission forthwith, for the Chapter Chairperson or Steward to leave their work station subject to necessary emergency exceptions. The privilege of the Chapter Chairperson or Steward leaving his/her work station during working hours without loss of pay is subject to the understanding that their time will be devoted to the proper processing of grievances and will not be abused.

### **Section 3. Alternate Stewards and Collective Bargaining Committee Members**

An Alternate Steward and alternate members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. The Alternate Steward and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected Chapter Chairperson or members of the Collective Bargaining Committee and such Alternate Steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected Chapter Chairperson, Steward, or members of the Collective Bargaining Committee during the period of replacement.

### **Section 4. Identification of Union Representatives**

The Employer shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or alternate members of the



Collective Bargaining Committee, or non-employee representatives of the Union, and any changes therein, immediately upon their selection or election, The Employer will extend recognition to such individuals immediately upon receipt of this notice.

#### Section 5. International and/or Council Executive Officers/Representatives

International and/or Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at Step IV of the Grievance Procedure.

#### Section 6. Collective Bargaining During Work Hours

No more than two (2) members of the above Bargaining Committee who are paid on an hourly basis will not lose pay for time spent during regular working hours in contract negotiations. Members of the above Bargaining Committee shall give notification in accordance with departmental practice prior to leaving their work station to attend negotiation sessions. The Township Manager or designee will send notice to Bargaining Committee members of scheduled negotiation meetings.

### ARTICLE 3 DUES CHECKOFF

#### Section 1. Dues Checkoff

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit the Union's representation fees subject to all of the following conditions:

- a) The Union may obtain from each represented employee no sooner than after one hundred eighty (180) calendar days of employment a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.
- b) All checkoff authorization forms shall be filed with the Employer who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.
- c) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refunds to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- d) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

- e) The Union shall provide at least fifteen (15) days written notice to the Employer of the amount of representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least fifteen (15) days prior to its implementation.
- f) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of representation fees or in reliance of any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- g) The Employer's remittance of union dues shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two (2) calendar weeks of the actual or alleged overpayment. In cases where Union dues are deducted in error from non-Union employees and are sent to the Union, the Union shall promptly refund any monies owed to employee upon presentation of proper evidence. Such presentation shall be made within two (2) calendar weeks of the receipt of the check in which overpayment occurred.
- h) The Union may notify an employee who has not paid his/her representation fee by certified mail with a copy to the Employer.

### Section 2. Bulletin Board

The Employer will provide space on a bulletin board in the DPW garage which may be used by the Union for posting notices pertaining to Union business.

## ARTICLE 4 MANAGEMENT RIGHTS

### Section 1. Management Rights

All management rights, powers, authority, prerogatives and functions, regardless of whether exercised in the past and prior to the effective date of this Agreement and regardless of whether exercised in the future following the effective date of this Agreement and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Township. It is expressly recognized, and the Union agrees, that such management rights, powers, authority, prerogatives and functions include, by way of illustration and not by way of limitation and are in no way whatsoever limited to, the following:

The right to manage and control the Township in all of its operations and activities; the right to determine all matters of Employer and management policy, building and department scope, layout, operation and location; the right to determine the location where work will be performed; the right to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Township's operations and services or any part thereof; the right to direct the working force including, but in no way limited to, the right to hire, discipline, suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees; the right to reduce or increase the size of the working force; the right to establish job classifications of work, the assignment of duties and the number of employees and staffing patterns required and the number of hours in employee work schedules; the right to establish and change work schedules and to provide and assign personnel; the right to eliminate totally or partially or combine or otherwise revise existing job classifications, jobs or positions; the right to establish new job classifications; the right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations; the right to maintain safety, order and efficiency; the right to establish and change job descriptions from time to time as deemed desirable; the right to establish satisfactory productivity and work standards; the right to make judgments as to employee qualifications, including ability and skill; the right to determine the nature and number of facilities and departments to be operated; the right to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations; the right to be the exclusive judge of all matters pertaining to the services that the Township provides and the delivery of those services; the right to determine the methods, procedures, processes and means of providing and delivering services and the equipment and machines to be acquired or used to provide such services; the right to establish the standards of quality of services; the right to determine the schedules and standards of services, efficiency and productivity; the right to determine the methods, processes, means and materials to be used in the providing and delivering of services; the right to continue and maintain the Employer's operations and services as in the past and prior to the effective date of this Agreement with the Union, but the Employer shall also have the right to study, introduce and use new or improved methods, means, equipment, facilities and the Employer shall also have the right to use outside assistance either in or outside of the Employer's Township, including subcontracting and any other form of contracting assistance with respect to any work or function; the right to make technological changes.

It is expressly understood, and the Union agrees, that the Employer reserves and retains solely and exclusively all of its inherent and customary rights, powers, authority, prerogatives and functions to manage and administer the Employer's operations and services in all respects, some of which rights are referred to by way of illustration in this Section, all such rights are vested exclusively in the Employer and shall not be subject to prior bargaining; provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

## Section 2. Rules and Regulations

The Employer has the right to establish without prior bargaining with the Union, reasonable rules and regulations and policies not inconsistent with the provisions of this Agreement, including by way of illustration and not by way of limitation, operational procedures, safety rules and regulations, drug and alcohol testing, smoking policies, general personnel policies and procedures, and work rules and regulations. All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions of bargaining unit employees. If the Union believes that any rule or regulation that concerns working conditions of bargaining unit employees is inconsistent with a specific term of this Agreement, a written grievance may be filed within five (5) working days after the establishment or revision of such rule or regulation, and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed to be reasonable and not to be inconsistent with or in violation of any section of this Agreement.

## Section 3. Subcontracting

The Employer's right to subcontract as described above shall only be limited as follows. The Employer agrees it will not subcontract bargaining unit work while a bargaining unit employee is on layoff, provided the work being subcontracted is normally and regularly performed by the employee(s) on layoff and is included in the laid off employee(s)' job description.

# **ARTICLE 5 WORK STOPPAGES AND ILLEGAL ACTIVITY**

## Section 1. Continued Work Pledge

The Union agrees that neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises, during any time that the employee is working or required to be working for the Employer.

## Section 2. No Lockout

The Employer agrees that during the term of this Agreement it shall not engage in any lockout of bargaining unit employees.

### Section 3. Violation of Continued Work Pledge

Any employee who violates the Continued Work Pledge of Article 6, Section 1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure concerning an employee disciplined for violation of Article 6, Section 1 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Article 5, Section 1.

## ARTICLE 6 GRIEVANCE PROCEDURE

### Section 1

The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the procedure set forth herein shall be the exclusive method utilized by them to peacefully resolve disputes that may arise under the terms of the Agreement.

Bargaining unit employees having a grievance in connection with their employment may present the grievance to the Employer with the following understanding:

- a) A grievance is defined as a complaint or dispute arising under the terms of this Agreement regarding the wages, hours, and/or conditions of employment.
- b) The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.
- c) All parties agree that the question of grievances will be dealt with in a responsible manner and that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

### Section 2

The Employer and the Union shall answer or appeal any grievance presented within the time limits which may be extended by mutual agreement in writing.

### Section 3

A grievance must be presented in writing by the Chapter Chairperson or Steward within seven (7) calendar days after its occurrence or when the Union should have reasonably known of its occurrence in order for it to be a proper matter for the grievance procedure. However, in no event will any claim for back pay be valid for a period of more than fourteen (14) calendar days prior to the date the grievance was first filed.

### Step I

The grievance shall be submitted in written or electronic form by the Chapter Chair or Steward to the immediate supervisor or designee within seven (7) calendar days from the date of the facts or events which gave rise to the grievance. The grievance must specify the remedy sought and make reference to the provision of the Agreement which was allegedly violated. The immediate supervisor or designee shall answer said grievance within seven (7) calendar days of receipt of same.

### Step II

If the grievance is not satisfactorily resolved above, within seven (7) calendar days from the date the immediate supervisor's answer is received, it may be appealed in written or electronic form by the Chapter Chairperson to the Township Manager. If the Township Manager is the grievant's immediate supervisor, the Township Manager will consult with the Supervisory Bargaining Unit Chairperson. The Township Manager or the Manager's designee will render a decision in writing within twenty-one (21) calendar days.

In the alternative, within seven (7) calendar days from the date the immediate supervisor's answer is received, the parties may mutually agree to mediation, following the process set forth in Step III(b).

### Step III

- a) If the grievance is not resolved at Step II, the Chapter Chairperson or Steward has twenty-eight (28) calendar days from the receipt of the Step II answer or the date upon which the Step II answer was due to file a Notice of Intent to Arbitrate, by sending a letter to the Township Manager. If the Chapter Chairperson or Steward fails to request arbitration within this time limit, the grievance shall be deemed not eligible for arbitration and shall be resolved based upon the last answer of the Employer.
- b) Upon written request by either party, after Notice of Intent to Arbitrate, the Parties may meet in order to attempt to resolve the grievance. Such meeting shall not be automatic for all grievances so as to defeat the purpose of Step II. If such meeting is held, each party may have 2 representatives of its choosing present. In alternative to or in addition to such meeting, the parties may mutually agree to utilize the Federal Mediation and Conciliation Services or another grievance mediation service. If the parties resolve the grievance, the resolution shall be reduced to writing and signed by both parties to be effective. All expenses and fees of the mediator, if any, shall be split equally between the Union and the Employer. Each party shall be responsible for compensating its own representatives. If a mediator is used in Step II, a different mediator will be used in this Step III(b).
- c) Selection of Arbitrator. The Union and the Employer mutually agree to the following panel of arbitrators for the purpose of hearing all grievance arbitration's during the term of this Agreement.

1. Joseph Girolamo
2. Mario Chiesa
3. Elaine Frost

Arbitrators on the panel shall be assigned a grievance arbitration case on a rotating basis with the arbitrator listed first as the one who will hear the first case. If an arbitrator on the panel is not able to hear a grievance arbitration case, within three (3) months, as herein prescribed, the next arbitrator on the list of arbitrators shall be assigned to the case. Upon mutual agreement of the parties, an arbitrator may hear more than one case at a time.

An arbitrator may be removed from the list by the written consent of the parties during the term of this Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide cases already assigned to him/her. Upon removal of an arbitrator, the parties shall meet within thirty (30) days to attempt to mutually agree upon another arbitrator to replace the arbitrator removed. A newly selected arbitrator shall be placed on the list in the place of the removed arbitrator.

The parties may mutually agree in writing to use the process and procedure of the American Arbitration Association in lieu of the procedure set forth above.

- d) After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award. The rules of the American Arbitration Association shall apply with respect to the procedure for the arbitration hearing. The decision shall be final and binding on the parties and the employee(s) involved, subject to any law or governmental regulation applicable thereto.
- e) The Arbitrator's fee, travel expense, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the parties incurring them.
- f) The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he or she have power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance. Punitive damages may not be awarded to any party to an arbitration proceeding which arises under this Agreement.

#### Section 4. Veteran's Preference Claims

It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this

Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to no later than the conclusion of Step I of the grievance procedure, elect in writing either the grievance procedure or the statutory remedy shall be the single means of challenging the Employer's determination. If the employee elects to pursue the statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and employee and, further, shall not thereafter be a subject to any further grievance processing. As to any contractual claim under this Agreement, such shall be deemed resolved as of the Employer's last answer.

## **ARTICLE 7 SENIORITY**

### **Section 1. Definition of Seniority**

Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire, including time on approved leaves of absence. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

### **Section 2. Seniority Lists**

Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the Township shall post a list of the employees covered hereby, including their classification, and provide the Union's Chapter Chairperson and send to Council 25, copies of the seniority list in seniority order according to its records - most senior employees being listed-first.

Annually after the date of such initial posting, for the duration of this Agreement, the Township shall furnish to the Council and to the Local, a copy of the list of employees covered hereby, in seniority order, most senior employee appearing first in their present classification. The Employer shall provide the Union's Chapter Chairperson written notice, as needed, of any changes in the status of the seniority list.



### Section 3. Probationary Period

All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. The Employer may extend the probationary period for any employee whose performance has not been entirely satisfactory for a period of an additional three (3) months. The employee whose probation is extended will be given the reasons in writing why the probationary period was extended. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

### Section 4. Loss of Seniority

An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- a) If the employee quits or retires.
- b) If the employee is terminated or discharged and the termination is not reversed through the grievance procedure.
- c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a reason satisfactory to the Employer.
- d) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation, layoff, or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the Employer.
- e) If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is lesser.
- f) If the employee is on a disability or workers compensation disability leave for a period of eighteen (18) consecutive months.
- g) If the employee is convicted of a felony.

### Section 5. Transfer to Non-bargaining Unit Position

An employee who is transferred to a position within the Employer not covered by this Agreement shall not accumulate additional seniority during the time that the employee

holds the non-bargaining unit position. An employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy which no bargaining unit employee has bid on. Employees will be returned to the unit in the sole discretion of the Employer. In the event that the Employer returns an employee to the bargaining unit, the employee's classification seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit.

## **ARTICLE 8 HOURS OF WORK**

### **Section 1. Hours of Work**

The normal workweek for full-time employees consists of forty (40) hours and the normal workday consists of eight (8) hours, inclusive of lunch periods. This section shall not be construed as a guarantee of any number of hours of work or pay per day or per week. Infrequent minor variations in the length of the normal workday will be allowed if approved in advance by the Township Manager (or his or her designee).

### **Section 2. Work Schedules**

Employees shall be scheduled in accordance with the needs of the Township. The normal work shift for employees covered by this Agreement shall be determined by the Employer. The work hours for employees located at the Township Office are 8:30 am to 4:30 pm Monday through Friday. The work hours for other Township employees (excluding Wastewater Treatment Plant Operators) are 8:00 am to 4:00 pm. Wastewater Treatment Plant Operators currently work a rotating schedule. The Township reserves the right to determine, establish and change from time to time all employee work shifts, starting and quitting times, work assignments, and regular and overtime or extra hours of work schedules, including the number of hours and days in the work schedule and the shift hours during the workday. The Township also reserves the right to determine from time to time, the number of employees needed for particular areas, departments, or shifts. Employees shall work all hours scheduled, including overtime or extra hours.

### **Section 3. Overtime or Extra Hours**

Employees shall work reasonable amounts of overtime or extra hours beyond the employee's normal work shift which may occur on the employee's normal scheduled workday when requested by the Township. Employees may also be required from time to time to work on a day during the Township's normal workweek which would otherwise have been a day on which an employee was scheduled off work. In all situations involving overtime work, or extra hours, the overtime work or extra hours must be approved by the employee's supervisor (or designated representative) prior to performance.

#### Section 4. Meal Periods

Employees will be allowed a one half (1/2) hour meal period with pay. Employees shall be available for business as necessary during this time. Lunch periods shall be at or near the midpoint of the scheduled day. The timing of an employee's meal break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public. Failure to return promptly to work after meal periods or to respond immediately during lunch periods may result in disciplinary action. There will be no pay for a meal period not taken.

### ARTICLE 9 LAYOFF AND RECALL

#### Section 1. Layoff

The Employer may layoff employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure will be utilized:

- a. The Employer will determine the number of employees, part-time or full-time, and classification(s) being reduced.
- b. Thereafter employees will be laid off in the following order within each classification being reduced:
  1. Temporary employees
  2. Probationary employees

No seniority employees shall be laid off from a classification within the bargaining unit while there are temporary or probationary employees being retained within that classification within the Agency.

- c. In the event the Employer deems it necessary to layoff seniority employees, the following procedure will be utilized:
  1. When a specified classification is being reduced, a seniority comparison shall be made of all employees in the affected position and the employees with the least seniority at the time of layoff shall be laid off, providing the employees being retained are capable of performing the available work.
  2. When the need arises to layoff an employee serving a promotional trial period, such employee shall be restored to the job classification from which he/she was promoted, and layoff shall be in the manner prescribed above.
- d. The Township will give a minimum of fourteen (14) calendar day's notice of layoff to the Unit Chairperson and affected employee(s).

## Section 2. Recall Procedure

When employees are to be recalled from layoff, the following procedures shall be followed:

- a) When the bargaining unit work force is to be increased after a layoff, employees on layoff status will be recalled in the reverse order of the layoff on a seniority basis providing the employee being recalled is capable of performing the available work.
- b) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall and required return to work date. If the employee could not be personally contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
- c) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48) hours of personal notification of recall by telephone or date of delivery to employee's last known address of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

## ARTICLE 10 JOB TRANSFERS

### Section 1. Permanent Vacancies

When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on a bulletin board identified in Article 3, Section 2 for seven (7) calendar days. A permanent job or vacancy is one that is expected to continue for more than ninety (90) consecutive calendar days, but does not include vacancies caused by leaves of absence. The Employer shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

All vacancies shall be posted for bargaining unit employees at the time they are advertised generally. The Employer shall give due consideration to all applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer to be the best qualified shall be awarded the permanent vacancy. In the event two or more employees are determined by the Township, in its

discretion, to be equally qualified, the position shall be awarded to the most senior employee. An employee shall not be eligible to bid on a permanent job or vacancy during the employee's first ninety (90) days of employment.

### Section 2. New Job Probationary Period

Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of ninety (90) calendar days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee has more than five days absence from the position for any reason during the ninety (90) day probationary period, the Employer may extend the probationary period by an equal number of days by written notice to the employee. If the Employer, in its sole discretion, determines at any time during the probationary period that the employee fails to meet the requirements of the position, the employee will be transferred back to the employee's prior classification and position held. Employees also have the option of reverting back to their prior classification and position held within 30 calendar days in the new position.

### Section 3. Temporary Transfers

The Employer may temporarily transfer employees in order to meet its operational needs, provided the transfer does not exceed ninety (90) consecutive calendar days. If the transfer is to a higher salary classification, the transferred employee will be compensated at the higher salary after fourteen (14) calendar days for the duration of the transfer. If the temporary transfer is needed because of an approved leave of absence, the transfer may exceed ninety (90) consecutive calendar days.

## ARTICLE 11 LEAVES OF ABSENCE

### Section 1. Purpose of Leaves

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Employees are subject to discipline, up to and including discharge, for falsifying the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

### Section 2. Disability Leave

A disability leave of absence may be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability, and subject to the

Employer's determination that the disability leave can be granted without hardship to the Employer's operations. The grant or denial of such disability leave shall be at the sole discretion of the Employer. A disability leave may be granted for the period of the employee's disability, provided however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capability to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue to work and in all case the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the need for leave. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

### Section 3. Workers' Compensation Leave

A leave of absence for a period of not more than eighteen (18) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan, subject to the Employer's right to require medical proof. The Employer may require at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

### Section 4. Personal Leave of Absence

The Employer may in its discretion grant an employee a personal leave of absence for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Township Manager. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period.

### Section 5. Funeral Leave

An employee shall be granted up to three (3) consecutive working days leave to attend the funeral when a death occurs in an employee's immediate family. "Immediate family"

shall mean the employee's current spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, brother or sister of current spouse, grandparents, grandchildren, step-children, step-parents, and grandparents of current spouse or a member of the members household who has a familial relationship. Employees taking such leave shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day. In unusual circumstances, where out-of-state travel is necessary, the Township Manager or his/her designee may approve an additional two (2) working days leave for travel purposes.

An employee shall be granted one (1) working day of leave to attend the funeral when the death of an Aunt, Uncle, niece, or nephew occurs, provided the employee was scheduled to work on the day of the funeral.

All leave under this Section shall be taken within thirty (30) days of the date of death unless the Supervisor or his/her designee grants an exception.

#### Section. 6. Jury Duty Leave

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working straight-time hours on that day, and the daily jury stipend paid by the court (not including travel expenses or other expenses incurred). This policy shall apply for each scheduled workday that the employee reports for, or performs, jury duty. The employee must be able to provide documentation that the hours claimed were actually served before reimbursement can be made. The Township expects the court voucher signed by the jury clerk to be the appropriate documentation referred to herein. Employees must return to work promptly after being excused from jury duty service.

#### Section 7. Court Appearances

An employee who is requested or authorized to appear in a court of law as a result of their employment with the Township in a work related matter shall continue to receive his/her regular salary while away at court. The employee must, however, surrender to the Township any witness fees received before reimbursement will be made. The employee must also furnish documentation to his/her immediate supervisor that he/she has been subpoenaed and furnish satisfactory evidence that the appearance was performed on the days for which payment is claimed.

An employee who appears in a court of law on a non-work related matter shall make a request to their department head for the appropriate personal or other leave time. No other reimbursement shall be made. No reimbursement of pay will be made to an employee who is summoned to court as a result of an infraction of the law, or a charge thereof, except in the taking of leave time already accrued.

**Section 8. Military Duty Leave**

The Township abides by the provisions of the federal and state regulations regarding re-employment rights as stated in applicable state and federal laws, with respect to the re-employment rights of an employee and to the grant of leaves of absence in accordance therewith.

**ARTICLE 12 WAGES AND PREMIUM PAY**

**Section 1. Wages**

During the term of this Agreement, new hire wages shall be within the range set forth in Appendix A attached hereto and made a part hereof. Notwithstanding the foregoing, new hire wages shall not exceed those paid to the least senior current employee in the same pay grade.

Employees will receive a 5% wage increase effective in the first full pay period following ratification of this Agreement and a 5% wage increase effective on January 1, 2019.

**Bonus Payment**

Employer will issue a one-time \$500 payment to non-probationary employees in the first full pay period following ratification of this Agreement.

**Section 2 - Overtime Premium Pay**

Employees who are not exempt from overtime compensation requirements shall be paid one and one half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours in any workweek. Hours worked shall exclude any paid personal, sick or other leave time paid but not worked. Holidays and vacation leave paid will be considered hours worked for purposes of computing overtime.

**Section 3. Pay Periods**

Employees shall be paid on the same schedule as is applied to the other union and nonunion employees of the Employer. The Employer may alter the frequency of payroll or the day on which pay checks will be issued upon not less than fourteen (14) calendar days notification to the Union. New wage increases become effective as of January 1 of each year and are paid in the first regularly scheduled pay period in January.

**Section 4. Call-In Pay**

Any employee called to work (for a purpose other than to attend or support a Township meeting) outside of their regular scheduled hours will be paid for a minimum of two (2)



hours. If the employee works beyond the two (2) hours, the employee will be paid for the actual hours worked.

**Section 5. License Premium Pay**

Any employee who earns a license classification greater than that required on the employee's current job description with prior written recommendation by the Public Works Coordinator and prior written approval from the Township Manager shall receive an hourly non-cumulative (within the license category) premium amount added to the regular hourly rate of pay, as follows:

	Distribution		Treatment		Waste Water
S-1	\$1.00	D-1	\$1.00	A	\$1.00
S-2	\$ .75	D-2	\$ .75	B	\$ .75
S-3	\$ .50	D-3	\$ .50	C	\$ .50
S-4	\$ 0.25	D-4	\$ 0.25	D	\$ 0.25

**Parks**

Pesticide Application Certification for a "Commercial Pesticide Applicator" certified in the category 3A Turfgrass Pest Management and category 6 Right-of-Way Pest Management: \$ .25

NRPA Certified Playground Safety Inspector: \$ .25

**Section 6. Meeting Pay**

An employee required to attend or support a Township meeting occurring outside of the employee's regular scheduled hours will be paid for a minimum of one (1) hour. If the employee works beyond the one (1) hour, the employee will be paid for actual hours worked.

**Section 7. Compensatory Time**

As of the date of execution of this Agreement, compensatory time will not be offered to any non-exempt employees. The use or payment of any compensatory time accrued but not used by non-exempt employees as of the date of execution of this Agreement shall be governed by applicable state and federal statute, except that any accrued compensatory time not used or paid out prior to December 31, 2018 shall be paid out as of the second pay period of 2019 at the employee's December 31, 2018 rate of pay.

**ARTICLE 13 - SICK/ACCIDENT PROVISIONS AND LIFE INSURANCE COVERAGE**

**Section 1**

Bargaining unit employees are eligible for long term sick/accident coverage and \$40,000 term life insurance, in accordance with the existing insurance policy on the first

day of the month immediately following the completion of 520 hours of employment. All benefits paid under the Employer's long term sick/accident disability and life insurance coverage are subject to the terms and conditions contained in the insurance policies.

## **ARTICLE 14 PAID SICK LEAVE**

### **Section 1. Paid Sick Leave**

Full time employees who are covered by this Agreement shall earn and be granted sick leave with pay under the following conditions and qualifications:

- a) Paid sick leave will be earned at a rate of ten (10) days per anniversary year and credited to each employee annually on the employee's anniversary date.
- b) One (1) day of sick leave for full time employees shall equal eight (8) hours. Sick leave shall be paid at the employee's straight time regular rate of pay (including License Premium Pay) when the sick leave is taken.
- c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. The Employer may require as a condition of the use of paid sick leave of three days or more a physician's certificate setting forth the reasons for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for an absence shall subject the employee to discipline.
- d) Unused paid sick leave days may be accumulated from year to year, to a maximum of 60 days. An employee who was hired on or before December 31, 2014 and gives proper resignation or passes away after 20 years of service will be paid for one-half their accumulated but unused sick leave days at the employee's regular rate of pay (including License Premium Pay). No other pay out of unused sick leave shall be made.
- e) Paid sick leave may not be taken in units of less than one hour increments.
- f) Paid sick leave must be utilized for any leave of absence by reason of sickness or disability, unless the employee is receiving sick/accident disability or workers compensation insurance benefits.
- g) New employees may not utilize paid sick leave until the employee has completed ninety (90) calendar days of employment from the date of hire.
- h) Paid sick leave time may be donated for use by another employee. A monetary value will not be assigned to donated sick leave time. Hours will be transferred on a one for one basis. The donated time is paid at the receiving employee's rate of pay.

## **ARTICLE 15 PAID PERSONAL DAYS**

### **Section 1. Paid Personal Leave Days**

Full time employees are credited each year with two (2) paid personal leave days on January 1 each year to attend to matters that cannot be scheduled outside of normal working hours. New employees hired prior to July 1 of any given year will be credited with two (2) paid personal leave days upon hire and new employees hired on or after July 1 of any given year will be credited with one (1) paid personal leave day upon hire. New employees may not utilize paid personal leave benefits until the employee has completed ninety (90) calendar days of employment from the date of hire. To ensure proper staffing levels, paid personal days must be requested in writing and scheduled at least 24 hours in advance. In the event that the two (2) personal days are not used by the end of each calendar year, the unused days shall be forfeited. One (1) personal leave day shall equal eight (8) hours. Personal leave shall be paid at the employee's straight time regular rate of pay (including License Premium Pay) when the personal leave is taken. Paid personal leave may not be taken in units of less than one-half hour increments.

Unused paid personal leave is not paid upon termination of employment, but will be paid at the employee's straight time regular rate of pay (including License Premium Pay) if an employee passes away.

Full time employees will be credited with two (2) paid personal leave days for use in 2018 upon ratification of this Agreement. Any credited but unused personal leave days as of the date of ratification of this Agreement will not be subject to forfeiture until January 1, 2019.

## **ARTICLE 16 HOLIDAYS**

### **Section 1. Recognized Holidays**

The following days are recognized as holidays for purposes of this Agreement.

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve

## Christmas Day

It is understood that some employees will be required to work on holidays in accordance with normal scheduling procedures.

### Section 2. Holiday Celebration

Whenever an approved holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever an approved holiday falls on a Sunday, the following Monday shall be observed as the holiday.

### Section 3. Holiday Pay

Eligible full time employees not working on the holiday shall receive eight (8) hours pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay (including License Premium Pay) in effect when the holiday occurs.

If a recognized holiday falls within the employee's vacation period, it shall not be counted as a vacation day. Likewise, if the recognized holiday falls during a scheduled paid leave, the employee will receive holiday pay for the recognized holiday. Eligible employees required to work on a recognized holiday shall receive pay at their straight time regular rate of pay (including License Premium Pay) for all work performed on the holiday, plus eight (8) hours of holiday pay. An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

### Section 4. Holiday Eligibility

In order to be eligible for holiday pay, the employee must be a full time employee who has completed sixty (60) calendar days of employment, and is on the active payroll as of the date of the holiday. For purposes of this subsection, a person is not on the active payroll of the Township during unpaid leaves of absences (including workers' compensation leave of absence), layoffs, or while on a disciplinary suspension.

## ARTICLE 17 VACATION

### Section 1. Vacation Entitlement

Full time employees earn vacation leave with pay based upon their length of continuous service with the Township in accordance with the following:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
After one (1) Year	10 days (80 hours)
After five (5) Years	12 days (96 hours)
After seven (7) Years	15 days (120 hours)

After thirteen (13) Years

18 days (144 hours)

After twenty Years

20 days (160 hours)

Vacation leave is earned and credited to eligible employees based upon their years of continuous service with the Township as of January 1 each year. In the first year of this Agreement, eligible employees will be credited on their anniversary date with the pro-rated difference between their anniversary date and the following January 1 based upon the years of continuous service with the Employer as of that anniversary date.

New employees who have not attained one (1) year of continuous service as of January 1 shall be credited a pro-rated amount of vacation days based upon the date of hire, which will be available for use on the date of hire anniversary. For example, an employee hired on July 1 will be credited 5 days of vacation on January 1, which may be used any time after July 1 of that calendar year. 10 days of vacation will be credited and available for use on the following January 1 (based upon completing a full year of continuous service at that time).

#### Section 2. Vacation Scheduling

Employees may request time off for vacations after vacation leave has been credited to their use. Vacation requests must be in writing and prior approval is required for the utilization of vacation leave. The Township shall develop vacation schedules for employees of departments. The Township will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Township. When two or more employees request the same vacation period, it shall be awarded on the basis of the first request. When two or more employees request the same vacation period on the same date, it shall be awarded on the basis of seniority.

#### Section 3. Vacation Pay

Vacation pay shall be at the employee's regular straight time rate, (including License Premium Pay) in effect at the time the employee takes vacation leave. Employees will receive their vacation pay on the regular Township payday that coincides with their vacation.

#### Section 4. Vacation Time Carry Over

Vacation leave may carry over and accumulate from one year to the next, but shall not exceed the following:

1 - 6 years employment: The accumulation of vacation time is limited to 200 hours (25 days). Thus, the number of hours carried forward from December 31 to January 1 of the next calendar year cannot exceed 200 hours.

7 -20 years employment: The accumulation of vacation time is limited to 240 hours (30 days). Thus, the number of hours carried forward from December 31 to January 1 of the next calendar year cannot exceed 240 hours.

21+ years employment: The accumulation of vacation time is limited to 280 hours (35 days). Thus, the number of hours carried forward from December 31 to January 1 of the next calendar year cannot exceed 280 hours.

Exceptions to this paragraph will be considered by the Employer due to special circumstances.

#### Section 5. Benefits on Termination.

Employees whose employment relationship with the Township ends shall receive pay for earned and credited but unused vacation leave in any of the following circumstances:

- a) If an employee retires in accordance with the retirement plan currently in effect.
- b) If an employee resigns from employment and a minimum of two (2) weeks' advance written notice is given to the Township in accordance with Article 20 Section 5 - Resignation.
- c) If an employee passes away.

### ARTICLE 18 INSURANCE

#### Section 1. Health Care Insurance

The Township will make available a Blue Cross Blue Shield Community Blue Platinum CB 250 Reimbursed Plan and CB HRA 5000 (non-reimbursed) or equivalent group insurance programs covering certain hospitalization, surgical, prescription drug and medical expenses for participating full time employees and their eligible dependants. This insurance program shall be on a voluntary basis for employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. Employer agrees to meet with representatives of the Union at least thirty (30) days in advance of the effective date of any substantial and material change to the insurance programs offered under this Section. The purpose of this meeting shall be to discuss whether there are alternative plan options available to the Employer at that time. If Employer itself receives notice of a substantial and material change in the insurance programs offered under this Section less than thirty (30) days prior to the effective date of such change, Employer agrees to notify Union of such a change as soon as is feasible under the circumstances.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent. During the term of this Agreement, the Employer agrees to provide single subscriber and multiple person health insurance coverage for full-time employees who elect to participate in the insurance plan.

Premiums for the health insurance benefit will be shared.

During the first benefit year under this Agreement, employer will pay 94% and each employee will pay 6% of the premium for the CB 250 Reimbursed Plan through payroll deduction for the health insurance coverage level selected by the employee (single, two person or family levels of coverage). During any subsequent benefit year under this Agreement, employer will pay 94% of the premium and employee will pay 6% of the premium for the CB 250 Reimbursed Plan.

During the first benefit year under this Agreement, employer will pay 94% and each employee will pay 6% of the premium for the CB HRA 5000 plan through payroll deduction for the health insurance coverage level selected by the employee (single, two person or family levels of coverage). During any subsequent benefit year under this Agreement, the employer will pay 94% of the premium and employee will pay 6% of the premium for the CB HRA 5000 plan.

## Section 2. Alternative Coverage

Employees who, as of the date of ratification of this Agreement, have hospital/medical coverage through an alternate available paid source shall retain such alternative coverage. Otherwise eligible employees, who maintain such alternative hospital/medical coverage through another source and thereafter have such coverage terminated or discontinued, shall be immediately eligible for coverage under the existing Employer hospital/medical insurance program.

## Section 3. Flexible Spending Account

Employer will provide employees with flexible health and dependent care spending accounts (FSA) with maximum contributions consistent with IRS guidelines. Employer will use reasonable judgment in all matters relating to creation and maintenance of flexible spending account through a third party administrator.

These benefits are more fully described in the Summary Plan descriptions/Insurance Policies. These benefits are governed by the Plan documents/Insurance Policies and any interpretation or discrepancy will be controlled by the Plan documents /Insurance Policies of the changes(s).

## Section 4. Dental Plan

Dental insurance shall be made available at no cost to the employee. Full time employees are eligible to participate in the group insurance program no earlier than the first day of the premium month immediately following the commencement of employment with the Employer or at such date thereafter that may be established by the insurance carrier. The dental benefits provided are subject to the terms and conditions of the policy. The Employer may elect to implement a self-insured dental program during the term of this Agreement, provided however that said program provides comparable coverage.

#### Section 5. Optical Plan

Employees shall have the option to purchase optical coverage pursuant to a plan selected at Employer's discretion. Employer will pay 50% and each employee will pay 50% of the optical insurance premium for said plan through payroll deduction for the coverage level selected by the employee.

#### Section 6. Obligation to Continue Payments

In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents as of the effective date of the termination of employment. Employees may elect to continue health insurance coverage at their expense if required by federal law. In the event that an employee eligible for insurance coverage under this Agreement commences a workers' compensation leave of absence for an injury incurred while employed by the Employer, the Employer shall continue making the Employer's insurance premium payment for the duration of the leave, not to exceed eighteen (18) months.

### ARTICLE 19 RETIREMENT

#### Section 1. Retirement

The employees covered by this Agreement are eligible to participate in the retirement plan under the terms and conditions set forth in the plan documents establishing that plan. If an employee contributes 2.5% of gross wages, the Township shall contribute 7.5% of gross wages. Employees are vested at 100% after twenty (20) months of employment.

### ARTICLE 20 MISCELLANEOUS

#### Section 1. Non-Bargaining Unit Personnel



It is expressly understood and agreed by the Union that employees who are not covered by this Agreement, regardless of what may be their job position and regardless of the basis on which they may be employed, shall have the right to continue to perform regular bargaining unit work and carry out their duties and responsibilities in the same manner and to the same extent as in the past and prior to the execution of this Agreement and in the future in the manner and to the extent as may be determined by the Township from time to time, so long as such use does not cause the layoff of a bargaining unit employee.

#### Section 2. New Job Classifications

In the event that the Township establishes a new job classification which is within the bargaining unit covered by this Agreement, the Township shall determine and assign a pay rate for the new classification. The Township agrees to notify the Union's Chapter Chairperson in writing as to the rate of pay established by the Township. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

#### Section 3. Health and Safety

The Employer and the Union subscribe to the principles of good health and safety conditions. Where the Employer shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment as the Employer shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that employees shall cooperate with the Employer in all safety and health procedures, including those established under federal and state law, and shall make proper use of all equipment, devices and procedures provided or established for such purposes.

#### Section 4. Disciplinary Suspension or Discharge

Written notification setting forth the reasons for a suspension without pay or discharge will be provided to the Union Chapter Chairperson or Alternate Steward within 24 hours of such disciplinary action. Provision to the Union of a copy of the written discipline provided to the employee will be considered compliance with this Section. A grievance arising from a disciplinary suspension without pay in excess of seven (7) calendar days or discharge shall be filed at Step 3 of the grievance procedure within seven (7) calendar days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

#### Section 5. Resignation

Employees who wish to voluntarily resign from employment shall be required to submit written notice to the Township at least two (2) weeks in advance of the termination date. Failure to submit such advance written notice or failure to work all scheduled days after giving such notice, shall mean that the employee is not entitled to receive any earned but unused paid benefit time for which the employee may otherwise have been eligible

unless otherwise agreed by the employee and the Township. The requirement to work all days in the 14 day period will be waived by the Township if the employee (or the employee's spouse or child) is ill and the employee provides a physician excuse for each day absent. Rescinding of any resignation submitted shall require mutual agreement of the Township and the employee.

#### Section 6. Union Visitation

An authorized representative of the Union who is not an employee of the Township shall be permitted to visit on Township owned or leased premises during regular business hours for purposes of assisting in the administration of this Agreement provided that such representative has first notified the Township Manager/Superintendent (or designated representative) in advance. The Union agrees that such visit shall not be conducted in a manner which will in any way interfere with the operation of the Township or the performance of job duties by any employee.

#### Section 7. Captions

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

#### Section 8. Address and Telephone Changes

It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

#### Section 9. Benefit Information Changes

Employees shall notify the Employer, in writing, of any change in his or her name and dependant(s) status within thirty (30) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name and dependant(s) status as reflected in the Employer's files for all purposes involving the employee's employment

#### Section 10. Mileage Allowed

Employees will be reimbursed for mileage when driving for Township business and when authorized by the employee's department head. Reimbursement shall be at IRS rates, and employees must submit a mileage log for documentation purposes.

#### Section 11. Education and Training

Full-time employees may have education and training paid for by the Township as long as it is job related. Advance approval by the Township Manager is required and approval shall be at the sole discretion of the Township Manager.

## Section 12. Driving Record

Employees who are required to operate Employer vehicles as a normal part of their assigned duties may have their driving records reviewed annually. Employees who are required to operate Employer vehicles as a normal part of their assigned duties whose driving privileges temporarily or permanently become revoked, suspended, or restricted must immediately notify the Employer of said fact. Failure to immediately notify the Township of a permanent or temporary loss of driving privileges shall constitute just cause for discharge. The employee may be immediately suspended without pay or terminated if the employee temporarily or permanently loses his/her driving privileges. In lieu of suspension or discharge, the Employer reserves the right to transfer the employee to work in another classification in its sole discretion.

## Section 13. Inclement Weather

If the Township is officially closed (by the Township Manager/Superintendent), due to severe weather, employees scheduled to work that day will be paid for the time not worked because of the office closure up to what would have been their regular scheduled work hours. If the Township office remains open, but an employee is unable to reach his/her place of work or feels the need to go home, the employee may, with their supervisor's permission, be allowed to leave and charge the time to approved leave, assuming such leave time has been accumulated.

## Section 14. Severability/Savings Clause

If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

## Section 15. Intent and Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, 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 the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the

Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.


### Section 16 – Term of Agreement

This Agreement shall become effective upon execution and extend to December 31, 2019, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall notify the other in writing at least thirty (30) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days from the date of notification. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The written notice referred to in this Section shall be given by certified mail and if given by the Employer, shall be addressed to Council 25 AFSCME, 1034 N. Washington, Lansing, MI 48906, and if given by the Union, shall be addressed to the Township Manager, 2010 South Lincoln Road, Mt. Pleasant, MI 48858, or at such other addresses as the parties may designate in writing.

### ARTICLE 21 - SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successor whether such succession is effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another employer.

COUNCIL 25, AFSCME

  
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Angela Schofield

  
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Chris Radar

Dated: 6-14-2018

THE CHARTER TOWNSHIP OF UNION

  
\_\_\_\_\_

Ben Gunning - Supervisor

  
\_\_\_\_\_

Lisa Cody – Clerk

Dated: 6/18/2018

**Appendix A**  
**Non-Supervisory**  
**New Hire Pay Range**

	<b>2018</b>	
Grade	Minimum	Maximum
1	32,544.75	37,426.20
2	39,053.70	44,99.65
3	40,030.20	46,034.10

	<b>2019</b>	
Grade	Minimum	Maximum
1	34,171.99	39,297.51
2	41,006.39	47,157.23
3	42,031.71	48,335.81