



**BOARD OF TRUSTEES**

**Regular Meeting**

**June 13, 2018**

**7:00 p.m.**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
7. PUBLIC COMMENT: Restricted to three minutes regarding issues on this agenda
8. REPORTS/BOARD COMMENTS
  - A. Current List of Boards and Commissions – Appointments as needed
    1. Board of Trustee Representative to the Planning Commission
9. CONSENT AGENDA
  - A. Communications
  - B. Minutes – May 23, 2018- regular meeting
  - C. Accounts Payable
  - D. Payroll
  - E. Meeting Pay
  - F. Fire Reports
10. NEW BUSINESS
  - A. Discussion/Action: (Stuhldreher) Resolution to share in the design and construction costs of a restroom at the City of Mt. Pleasant Mission Creek Park
  - B. Discussion/ Action: (Smith) Resolution accepting the CGAP Grant for the Charter Township of Union/City of Mt. Pleasant Joint Water Study, naming Kimberly Smith as the representative
  - C. Discussion/Action: Discussion/Action: (DePriest) Consideration of adopting Resolution in support of the City of Escanaba in defense of the valuation method used in the tax appeal by Menard Inc.
  - D. Discussion/ Action: (Stuhldreher) Consider approval of the Collective Bargaining Agreement (CBA) between the Township and the Supervisory Unit bargaining group and the Non-Supervisory Unit bargaining group, respectively

11. EXTENDED PUBLIC COMMENT: Restricted to 5 minutes regarding any issue

12. MANAGER COMMENTS

13. FINAL BOARD MEMBER COMMENT

14. CLOSED SESSION

15. ADJOURNMENT

## Board Expiration Dates

Planning Commission Board Members (9 Members) 3 year term			
#	F Name	L Name	Expiration Date
1-BOT Representative			11/20/2020
2-Chair	Phil	Squatrito	2/15/2020
3- Vice Chair	Bryan	Mielke	2/15/2021
4-Secretary	Alex	Fuller	2/15/2020
5 - Vice Secretary	Mike	Darin	2/15/2019
6	Stan	Shingles	2/15/2021
7	Ryan	Buckley	2/15/2019
8	Denise	Webster	2/15/2020
9	Doug	LaBelle II	2/15/2019
Zoning Board of Appeals Members (5 Members, 2 Alternates) 3 year term			
#	F Name	L Name	Expiration Date
1-Chair	Tim	Warner	12/31/2019
2-PC Rep / Vice Chair	Bryan	Mielke	2/18/2021
3-Vice Secretary	Jake	Hunter	12/31/2019
4	Andy	Theisen	12/31/2019
5	Paul	Gross	12/31/2018
Alt. #1	John	Zerbe	12/31/2019
Alt. #2	Taylor	Sheahan-Stahl	2/15/2021
Board of Review (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Doug	LaBelle II	12/31/2018
2	James	Thering	12/31/2018
3	Bryan	Neyer	12/31/2018
Alt #1	Mary Beth	Orr	1/25/2019
Citizens Task Force on Sustainability (4 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Laura	Coffee	12/31/2018
2	Mike	Lyon	12/31/2018
3	Jay	Kahn	12/31/2018
4	Phil	Mikus	11/20/2020
Construction Board of Appeals (3 Members) 2 year term			
#	F Name	L Name	Expiration Date
1	Colin	Herron	12/31/2019
2	Richard	Klumpp	12/31/2019
3	Andy	Theisen	12/31/2019
Hannah's Bark Park Advisory Board (2 Members from Township) 2 year term			
1	Mark	Stuhldreher	12/31/2018
2	John	Dinse	12/31/2019
Chippewa River District Library Board 4 year term			
1	Ruth	Helwig	12/31/2019
2	Lynn	Laskowsky	12/31/2021



## Board Expiration Dates

EDA Board Members (11 Members) 4 year term			
#	F Name	L Name	Expiration Date
1	Thomas	Kequom	4/14/2019
2	James	Zalud	4/14/2019
3	Richard	Barz	2/13/2021
4	Robert	Bacon	1/13/2019
5	Ben	Gunning	11/20/2020
6	Marty	Figg	6/22/2022
7	Sarvjit	Chowdhary	1/20/2022
8	Cheryl	Hunter	6/22/2019
9	Vance	Johnson	2/13/2021
10	Michael	Smith	2/13/2021
11	David	Coyne	3/26/2022
Mid Michigan Area Cable Consortium (2 Members)			
#	F Name	L Name	Expiration Date
1	Kim	Smith	12/31/2020
2	Vacant		
Cultural and Recreational Commission (1 seat from Township) 3 year term			
#	F Name	L Name	Expiration Date
1	Brian	Smith	12/31/2019
Sidewalks and Pathways Prioritization Committee (2 year term)			
#	F Name	L Name	Expiration Date
1 BOT Representative	Phil	Mikus	7/26/2019
2 PC Representative	Denise	Webster	8/15/2018
3 Township Resident	Sherrie	Teall	8/15/2019
4 Township Resident	Jeremy	MacDonald	10/17/2018
5 Member at large	Barbara	Anderson	8/15/2019

**2018 CHARTER TOWNSHIP OF UNION**  
**Board of Trustees**  
**Regular Meeting**

A regular meeting of the Charter Township of Union Board of Trustees was held on May 23, 2018 at 7:00 p.m. at Union Township Hall.

**Meeting was called to order at 7:00 p.m.**

**Roll Call**

Present: Supervisor Gunning, Clerk Cody, Treasurer Rice, Trustees B. Hauck, Lannen, Mikus, and Woerle

**Approval of Agenda**

**Cody** moved **Hauck** supported to approve the agenda as amended. **Vote: Ayes: 7 Nays: 0. Motion carried.**

**Presentations**

Ali Barnes, YEO & YEO, presented the 2017 audit

**Public Hearings**

**Public Comment** - open 7:20 p.m.

No comments were offered.

**Reports/Board Comments**

**A. Board of Trustee Representative to the Planning Commission Appointment**

No action taken.

**B. Appointment to the EDA**

**Gunning** nominated **Hauck** supported to nominate to re-appoint Marty Figg to the EDA with an expiration date of 6/22/2022. **Vote: Ayes: 7 Nays 0. Motion Carried.**

Gunning – EDA updates

Cody – City of Mt. Pleasant updates.

Rice – Taxes will be in mailboxes on July 1, 2018

Lannen – Updates from Isabella County Board of Commissioners meeting.

Mikus – Shared that the Sidewalk/Pathway Prioritization Committee is in the process of establishing a schedule to resume with their task.

Woerle – Mentioned that the Saginaw Chippewa Indian Tribe has interest in attending the Intergovernmental meetings with the City/County/Township.

**Consent Agenda**

A. Communications

- Minutes 4-4-18 ZBA
- Minutes 4-17-18 Planning Commission

B. Minutes May 9, 2018 – Regular Meeting

C. Accounts Payable

- D. Payroll
- E. Meeting Pay
- F. Fire Reports
- G. Policy Governance 2.3 Compensation & Benefits
- H. Policy Governance 2.5.10 Cash Flow Ratio
- I. Policy Governance Global Ends Policy Annual Review 2017

Rice moved **Cody** supported to approve the consent agenda as presented. **Vote: Ayes: 7 Nays: 0. Motion carried.**

## **BOARD AGENDA**

### **A. Discussion/Action: (Smith) Approval of the sanitary sewer Commercial Property Utility Service and Franchise Agreement for Messenger, LLC**

Mikus moved **Hauck** supported to approve the sanitary sewer Commercial Property Utility Service and Franchise Agreement for Messenger LLC, located at the north east corner of Isabella Road and Bellows Drive. **Vote: Ayes 7 Nays: 0. Motion carried.**

### **B. Discussion/ Action: (Gallinat) Introduce Rezoning Ordinance 2018-03, conduct a first reading. Publish a notice of a public hearing to consider adoption on 6/27/18**

Woerle moved **Cody** supported to Introduce Rezoning Ordinance 2018-03, conduct a first reading. Publish a notice of a public hearing to consider adoption/rejection of Rezoning Ordinance 2018-03 on 06/27/2018. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, Mikus, and Woerle Nays: 0. Motion carried.**

### **C. Discussion/ Action: (Gallinat) Introduce Ordinance 2018-04, conduct a first reading. Publish a notice of a public hearing to consider adoption on 6/27/18**

No Action Taken.

### **D. Discussion/Action: (Stuhldreher) Board of Trustees approval of Policy Governance Ends 1.0 – 1.6**

Lannen moved **Woerle** approved the amended Policy Governance Ends 1.0 -1.6. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, Mikus, and Woerle Nays: 0. Motion carried.**

### **E. Discussion/ Action: (Stuhldreher) Policy Governance 3.10 – Cost of Governance**

Woerle moved **Cody** supported to approve the following amendments to Policy Governance 3.10, changing the rotation of Board member assignments from three months to have it read: to be reviewed annually or if requested by the Board and to add to the list of meetings the Board may assign a representative to attend: Liaison to the Saginaw Indian Chippewa Tribe, as their meetings are not open to the public. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, and Woerle Nays: Mikus. Motion carried.**

## **EXTENDED PUBLIC COMMENT** - Open 8:18 p.m.

No comments offered.

### MANAGER COMMENTS

- Shared that Kim Smith and himself attended the EOC training that simulated a tornado drill.
- Mentioned that he signed the agreement with the Mid Michigan Cable Consortium to proceed with the audio/visual in the Board Room.
- Design work has started at the Isabella site.
- June 5<sup>th</sup> will begin the kick off of the Joint Water Study
- Mentioned Clean Up Day for Township residents on June 9<sup>th</sup> from 8am - noon– still looking for volunteers
- Mentioned new hires at the Township
  - Danny Coffell-Utilities/Parks
  - Nolan Okert-Utilities
  - Katherine Crawford, Trevor Reed, and Nic Brown – Seasonal

### FINAL BOARD MEMBER COMMENTS

Hauck- Volunteered to help with Clean Up Day on June 9<sup>th</sup>, 2018 from 8am – noon.

Lannen – Inquired about Dark Store Resolution / Township Manager replied that will be an agenda item at the June 13<sup>th</sup> meeting.

Gunning –Commented on a growth regulator chemical that would lower the grass mowing by 30 percent.

### CLOSED SESSION

**8:30 p.m.**

**Hauck** moved **Cody** supported that the Board go in closed session under Section 8(e) of the Open Meetings Act, to consult with our attorney regarding trial or settlement strategy in connection with the case of Lux Family Properties CZA, LLC v. Charter Township of Union - as an open meeting would have a detrimental financial effect on the litigating or settlement position of the Township. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, Mikus, and Woerle Nays: 0. Motion carried.**

**9:05 p.m.**

**Mikus** moved **Woerle** supported that the Board come out of closed session. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, Mikus, and Woerle Nays: 0. Motion carried.**

**9:07 p.m.**

**Mikus** moved **Cody** supported that the Board go in closed session under Section 8(e) of the Open Meetings Act, to consult with our attorney regarding trial or settlement strategy in connection with the case of Wigand v. Charter Township of Union - as an open meeting would have a detrimental financial effect on the litigating or settlement position of the Township. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, and Woerle Nays: 0. Motion carried.**

**9:55 p.m.**

**Hauck** moved **Rice** supported that the Board come out of closed session. **Roll Call Vote: Ayes: Gunning, Cody, Rice, Hauck, Lannen, and Woerle Nays: 0. Motion carried.**

### ADJOURNMENT

**Rice** moved **Hauck** supported to adjourn the meeting at 9:56 p.m. **Vote: Ayes: 7 Nays: 0.**  
**Motion carried.**

**APPROVED BY:**

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**Lisa Cody, Clerk**

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**Ben Gunning, Supervisor**

*(Recorded by Jennifer Loveberry)*

DRAFT



Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 101 POOLED CHECKING						
06/04/2018	101	185 (E)	00146	CONSUMERS ENERGY PAYMENT CENTER	2270 NORTHWAY	28.95
					2055 ENTERPRISE	286.22
					5525 E REMUS	75.64
					5537 E BROADWAY	284.35
					1933 S ISABELLA	560.75
					5144 BUDD	27.61
					5142 BUDD	123.48
					1660 BELMONT	67.04
					900 MULBERRY	128.59
					5240E BROOMFIELD	921.52
					5076 S MISSION	886.25
					4795 S MISSION	1,888.49
					4797 S MISSION #BARN	249.83
					5228 S ISABELLA	6,666.48
					4822 ENCORE	119.20
					4244 E BLUE GRASS	60.88
					5369 S CRAWFORD	56.31
					2188 E PICKARD	114.39
					1776 E PICKARD	333.98
					1876 E PICKARD	100.16
					2180 S LINCOLN	48.81
					2495 E DEERFIELD	149.44
					2424 W MAY	404.25
					4511 E RIVER	11,991.84
					800 CRAIG HILL	46.14
					4520 E RIVER	279.66
					1633 S LINCOLN	211.13
					5319 E AIRPORT	39.96
					1046 S MISSION	120.68
					1605 SCULLY	53.90
					2279 S MERIDIAN PUMP HOUSE	67.37
					2279 S MERIDIAN	950.64
					2010S LINCOLN	783.87
					3998 E DEERFIELD	56.92
					3248 S CONCOURSE	238.76
						<u>28,423.49</u>
06/04/2018	101	186 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		
06/04/2018	101	187 (E)	00146	VOID		
				Void Reason: Created From Check Run Process		
06/01/2018	101	188 (E)	01105	MASTERCARD	MASTERCARD DEPRIEST	1,045.27
					MASTERCARD CRAWFORD	329.98
					MASTERCARD BEBOW	753.78
					MASTERCARD WALDRON	705.26
					MASTERCARD DEARING	581.00
					MASTERCARD RADAR	170.84
					MASTERCARD MCBRIDE	392.66
					MASTERCARD ROCKAFELLOW	189.02
					MASTERCARD SMITH K	259.35
					MASTERCARD HOHLBEIN	357.32
					MASTERCARD TEALL	324.58
						<u>5,109.06</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/13/2018	101	20178	01358	21ST CENTURY MEDIA-MICHIGAN	PART TIME SEASONAL EMPLOYMENT AD - UTILI ZONING/HYDRANT FLUSHING/UTILITIES TRUCK	507.00 949.04 <u>1,456.04</u>
06/13/2018	101	20179	01501	A W O L	TWP HALL CLEANING - APR 2018 WATER PLANT CLEANING - APR 2018 WWTP CLEANING - APR 2018	540.00 140.00 351.00 <u>1,031.00</u>
06/13/2018	101	20180	00020	JAMES ALWOOD	WELL SITE LEASE - MAY 2018	318.76
06/13/2018	101	20181	00038	APEX SOFTWARE	SKETCHING SOFTWARE ANNUAL RENEWAL	705.00
06/13/2018	101	20182	01549	BAUCKHAM, SPARKS, THALL, SEEBER & K	MTT CASE LEGAL FEES - MAY 2018	420.00
06/13/2018	101	20183	01278	BERENDS, HENDRICKS, STUIT INSURANCE	BONDING REQUIRED BY RURAL DEV	665.00
06/13/2018	101	20184	00072	BLOCK ELECTRIC	REMOVE AND INSTALL CONTROL PANEL REPLACE FUSES IN CONTROL PANEL-MCDONALD	414.67 278.50 <u>693.17</u>
06/13/2018	101	20185	01240	BRAUN KENDRICK FINKBEINER PLC	GEN LEGAL FEES - APR 2018 LUX FAMILY PROP - APRIL 2018	1,750.00 3,657.72 <u>5,407.72</u>
06/13/2018	101	20186	00095	C & C ENTERPRISES, INC.	JANITORIAL SUPPLIES - SEWER JANITORIAL SUPPLIES - WWTP SAFETY GLASSES FOR KALEB CRAWFORD - PARK	154.25 39.00 10.13 <u>203.38</u>
06/13/2018	101	20187	00129	CMS INTERNET, LLC	SERVER BACKUP SOFTWARE - 2 SERVERS	660.00
06/13/2018	101	20188	01024	CODE OFFICIALS CONFERENCE-MI	2018 MEMBERSHIP-LARRY SOMMER	40.00
06/13/2018	101	20189	00155	COYNE OIL CORPORATION	FUEL IN TOWNSHIP VEHICLES PC PRCSN XL EP 1&2 GRS FUEL TOWNSHIP VEHICLES - MAY 2018 MOBILUX EP 35 LB	1,002.26 307.90 1,471.53 148.75 <u>2,930.44</u>
06/13/2018	101	20190	01242	CULLIGAN WATER	WATER - WWTP MAY 2018	14.00
06/13/2018	101	20191	01171	DBI BUSINESS INTERIORS	ENVELOPES, POCKET FOLDER & BINDER, WHITE BINDERS FOR PAYROLL-ACCOUNTING	331.85 38.22 <u>370.07</u>
06/13/2018	101	20192	01491	DIVINE POWER INC	CONCRETE REMOVAL FROM SITE DEMO WATER FILTRATION SYSTEM	2,300.00 10,160.00 <u>12,460.00</u>
06/13/2018	101	20193	00188	DOUG'S SMALL ENGINE	SWITCH, PTO - 10 AMP	25.00
06/13/2018	101	20194	00098	ELECTION SOURCE	BALLOT BAGS	61.80
06/13/2018	101	20195	00201	ELHORN ENGINEERING COMPANY	BULK CHLORINE	2,437.00
06/13/2018	101	20196	01579	ESRI	ARCGIS MAINTENANCE	1,400.00
06/13/2018	101	20197	00209	ETNA SUPPLY COMPANY	WATER METERS FOR HOOKUPS WATER METERS FOR HOOKUPS	1,424.83 209.39

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					MTR 2/SMARTPOINT 510M/2 METER FLG SET	1,805.00
						<u>3,439.22</u>
06/13/2018	101	20198	01353	EVOQUA WATER TECHNOLOGIES LLC	ODOR CONTROL	9,199.98
06/13/2018	101	20199	00249	GILL-ROY'S HARDWARE	KEY CUTTING - PARKS	19.90
					DUMPSTER FENCE REPAIR - TWP HALL	15.90
					EXTRA FRONT DOOR KEY	7.96
						<u>43.76</u>
06/13/2018	101	20200	00257	GOURDIE-FRASER, INC.	PUMP STATION #7 AREA EVALUATION	2,441.00
06/13/2018	101	20201	00261	GRAINGER	HOODED COVERALLS	408.12
06/13/2018	101	20202	00262	GRAND TRAVERSE RUBBER SUPPLY	HOSE, FITTING, & VALVES	44.82
06/13/2018	101	20203	00324	ISABELLA CORPORATION	SAND AND TOPSOIL - ISABELLA WELL HOUSE	300.00
06/13/2018	101	20204	00333	ISABELLA COUNTY ROAD COMMISSION	BRINE CONTRACT - 1ST PMT 2018	5,720.47
06/13/2018	101	20205	00362	KRAPOHL FORD & LINCOLN	OIL & AIR FILTER CHANGE-2009 FORD F150	67.74
06/13/2018	101	20206	00001	M T A	ANNUAL MEMBERSHIP DUES 7/1/18 - 6/30/19	5,787.57
06/13/2018	101	20207	01356	MCLAREN CENTRAL MICHIGAN	DRUG SCREENS - SOMMER/CRAWFORD	97.00
06/13/2018	101	20208	00733	MICHIGAN ASSN. OF PLANNING	MEMBERSHIP JULY 1 2018 TO JUNE 30 2019	800.00
06/13/2018	101	20209	00422	MICHIGAN PIPE & VALVE	6 SCH40 THREADED PLUG FOR MITCHELL DELI	8.00
					8 SDR35 CAP FOR HIGGANS	20.00
						<u>28.00</u>
06/13/2018	101	20210	00494	NORTH CENTRAL LABORATORIES	RED-LINE GRAD CYLINDER & BOD BOTTLE	641.22
06/13/2018	101	20211	00506	MEEKHOF TIRE SALES & SERVICE INC	FLAT TIRE REPAIR - BLDG	17.00
					CARLISLE SAWTOOTH/TUBE/DISMOUNT & MOUNT	30.96
						<u>47.96</u>
06/13/2018	101	20212	01582	OTTERSKIN ROOFGEAR & CONSTRUCTION	REMOVE DECK & SKY-LITES	4,800.00
06/13/2018	101	20213	00780	PARAGON LABORATORIES, INC.	WHOLE EFFLUENT TOXICITY	1,100.00
06/13/2018	101	20214	00397	PAT MCGUIRK EXCAVATING INC	SCREENED BLACK DIRT FOR CLEANUPS	508.80
06/13/2018	101	20215	01438	PATTERSON PLUMBING SERVICE INC.	REPLACE HAWS DRINKING FOUNTAIN - PARKS	325.00
06/13/2018	101	20216	00518	PEERLESS-MIDWEST, INC.	2017 - TEST WELL DONE	5,000.00
					ISABELLA WELL FEASIBILITY STUDY	2,100.00
						<u>7,100.00</u>
06/13/2018	101	20217	00525	PICKARD STREET CAR WASH	CAR WASHES - APRIL 2018	67.00
06/13/2018	101	20218	00570	RS TECHNICAL SERVICES, INC.	PUMP TUBE ASSEMBLY & ROLLER ASSEMBLY	514.71
06/13/2018	101	20219	00601	KIMBERLY SMITH	MILEAGE REIMBURSEMENT	203.34
06/13/2018	101	20220	01270	STATE OF MICHIGAN - DEQ	RENEWAL OF WASTEWATER OPERATOR CERTIFICA	95.00
06/13/2018	101	20221	00637	SWEENEY SEED CO.	TRIPLET 2.5 GAL	142.00
06/13/2018	101	20222	01364	SHERRIE TEALL	GFOA CONFERENCE EXPENSE REIMBURSMENT	80.02
06/13/2018	101	20223	01581	TELEDYNE INSTRUMENTS, INC.	PORTABLE FLOW METER SOFTWARE	150.00
06/13/2018	101	20224	00668	UNITED PARCEL SERVICE	LAB SAMPLE SHIPPING - WWTP	1.02
					LAB SAMPLE SHIPPING - WTPP	8.67
						<u>9.69</u>
06/13/2018	101	20225	01013	USA BLUE BOOK	DPD 4 DISPENSER	95.18
					SAMPLE CELLS/REPLACEMENT SAMPLE CELLS/F4	514.50
						<u>609.68</u>
06/13/2018	101	20226	01314	VERIZON WIRELESS	CELL PHONES 4-16-18 TO 5-15-18	634.26

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/13/2018	101	20227	00703	WASTE MANAGEMENT OF MICHIGAN, INC	DUMPSTER SERVICE - SHOP JUNE	47.93
					DUMPSTER SERVICE - MCDONALD PARK JUNE	182.04
					DUMPSTER SERVICE - WWTP JUNE	827.96
					DUMPSTER SERVICE - ISABELLA JUNE	73.60
					DUMPSTER SERVICE - JAMESON MAY	122.75
					DUMPSTER SERVICE TOWNSHIP HALL - JUNE	62.69
						<u>1,316.97</u>
06/13/2018	101	20228	00723	WINN TELECOM	PHONE SERVICE 5/15/18 - 6/14/18	160.96
06/13/2018	101	20229	01483	XEROX FINANCIAL SERVICES	LEASE PAYMENT - MAY 2018	1,500.76
						<u><u>1,500.76</u></u>

101 TOTALS:

Total of 56 Checks:

113,215.98

Less 2 Void Checks:

0.00

Total of 54 Disbursements:

113,215.98

<b>Charter Township of Union Payroll</b>
----------------------------------------------

**CHECK DATE: May 31, 2018**

**PPE: May 26, 2018**

**NOTE: CHECK TOTAL FOR TRANSFER**

Gross Payroll	\$ 52,702.95
Employer Share Med	761.72
Employer Share SS	3,257.14
SUI	313.20
Pension-Employer Portion	3,305.01
Workers' Comp	631.18
Life/LTD	-
Dental	-
Health Care	-
Health Care Contribution	-
Cobra/Flex Administration	-
PCORI Fee	-
<b>Total Transfer to Payroll Checking</b>	<b><u><u>\$ 60,971.20</u></u></b>

**NOTE: PAYROLL TRANSFER NEEDED**

General Fund	\$ 23,340.32
EDDA	-
WDDA	-
Sewer Fund	19,640.83
Water Fund	17,990.05
<b>Total To Transfer from Pooled Savings</b>	<b><u><u>\$ 60,971.20</u></u></b>

**CHARTER TOWNSHIP OF UNION  
MEETING PAY REQUEST FORM  
2018**

**BOARD MEMBER:** Tim Lannen

**MONTH:** MAY

Date	Meeting	Time Attended		Total
		1hr or less	More than Hr	
5.15.18	ICBC meeting	✓		\$50
5.16.18	Council of Gov.	✓		\$50

**SIGNATURE:** Tim Lannen **Date:** 5.25.18

1. This form is filled out by the board member monthly and turned into the Finance Director. Completed requests will be added to the consent agenda for approval at the next regular board meeting. After board approval, payment will be added to the next regular payroll process.
2. Only list those meetings that you have attended. You are required to list the amount of meeting time you were in attendance. The amount paid is subject to the time you spent during the actual meeting. 1 to 60 minutes is reimbursed at \$50. Anything greater than 60 minutes is reimbursed at \$75.
3. Attendances at all day conferences/sessions are reimbursed as one meeting at \$75.

## Mount Pleasant Fire Department

**Fire Experience Report For Union Township/City of Mt. Pleasant  
Period - May 14, 2018 through May 20, 2018**

Category	Code	Description	Twp	Resp	City
Fire	100	Fire, Other			
	111	Building Fire			
	112	Fires in Structures other than a Building			
	113	Cooking Fire			
	114	Chimney or Flue Fire			
	116	Fuel Burner/Boiler Malfunction			
	130	Mobile Property Fire, Other			
	131	Passenger Vehicle Fire			
	132	Road freight or transport vehicle fire			
	136	Self-propelled Motor Home/Recreational			
	137	Camper or Recreational Vehicle (RV) Fire			
	138	Off-road vehicle of heavy equipment fire			
	140	Natural Vegetation Fire			
	143	Grass/Brush fire	1	3	
	150	Outside Rubbish Fire, other			
	151	Outside Rubbish Fire, trash or waste fire			
	154	Dumpster Fire			
160	Special Outside Fire, Other				
Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
	251	Excessive heat, scorch burns with no fire			
	231	Chemical reaction rupture of process vessel			
Rescue & EMS Incident	300	Rescue, EMS incident, other			
	311	Medical Assist to EMS Crew	3	9	
	321	EMS Call excluding Veh. Accident	2	8	
	322	Motor Vehicle Acc. W/ Injuries			
	323	Motor Vehicle Acc/Pedestrian			
	324	Motor Vehicle Acc. W/no Injuries			
	331	Lock-In (If lock out use 551)			
	342	Search for Person in Water			
	352	Extrication of Victim (s) from vehicle			
	353	Remove Victim from Stalled Elevator			
	360	Water & Ice-related Rescue, Other			
	361	Swimming /recreational water area rescue			
	363	Swift Water Rescue			
3811	Technical rescue standby				
Hazardous Condition (No Fire)	400	Hazard condition other			
	410	Combustible/Flammable Gas Condition			
	411	Gasoline or Other Flammable Spill			
	412	Gas Leak (natural gas or LPG)			
	413	Oil of Combustible Liquid Spill			
	420	Toxic Condition, Other			
	421	Chemical Hazard (No Spill or Leak)			
	422	Chemical Spill or Leak			

	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down	1	2	
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			1
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route			
	622	No Incident Found on Arrival			
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction			
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			1
	740	Unintentional transmission of alarm, other			



	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			2
	744	Detector activation, no fire			1
	745	Alarm System Act. - Unintentional	1	2	
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm, Tornado/Hurricane Assessment			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued	8	24	5
		Total Response for Union Twp/City			

	Emergency - MPFD
	Emergency - MPFD Secondary to MMR
	Non - Emergency

## Mount Pleasant Fire Department

**Fire Experience Report For Union Township/City of Mt. Pleasant  
Period - May 21, 2018 through May 27, 2018**

Category	Code	Description	Twp	Resp	City	
Fire	100	Fire, Other				
	111	Building Fire				
	112	Fires in Structures other than a Building				
	113	Cooking Fire				
	114	Chimney or Flue Fire				
	116	Fuel Burner/Boiler Malfunction				
	130	Mobile Property Fire, Other				
	131	Passenger Vehicle Fire				
	132	Road freight or transport vehicle fire				
	136	Self-propelled Motor Home/Recreational				
	137	Camper or Recreational Vehicle (RV) Fire				
	138	Off-road vehicle of heavy equipment fire				
	140	Natural Vegetation Fire				
	143	Grass/Brush fire				
	150	Outside Rubbish Fire, other				
	151	Outside Rubbish Fire, trash or waste fire				
	154	Dumpster Fire				
	160	Special Outside Fire, Other				
	Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
		251	Excessive heat, scorch burns with no fire			
231		Chemical reaction rupture of process vessel				
Rescue & EMS Incident	300	Rescue, EMS incident, other				
	311	Medical Assist to EMS Crew	2	5		
	321	EMS Call excluding Veh. Accident	1	3		
	322	Motor Vehicle Acc. W/ Injuries				
	323	Motor Vehicle Acc/Pedestrian				
	324	Motor Vehicle Acc. W/no Injuries	1	3		
	331	Lock-In (If lock out use 551)				
	342	Search for Person in Water				
	352	Extrication of Victim (s) from vehicle				
	353	Remove Victim from Stalled Elevator				
	360	Water & Ice-related Rescue, Other				
	361	Swimming /recreational water area rescue				
	363	Swift Water Rescue				
	3811	Technical rescue standby				
Hazardous Condition (No Fire)	400	Hazard condition other				
	410	Combustible/Flammable Gas Condition				
	411	Gasoline or Other Flammable Spill				
	412	Gas Leak (natural gas or LPG)				
	413	Oil of Combustible Liquid Spill				
	420	Toxic Condition, Other				
	421	Chemical Hazard (No Spill or Leak)				
	422	Chemical Spill or Leak				

	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			
	445	Arcing, shorted electrical equipment			
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down			1
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			1
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route	1	3	
	622	No Incident Found on Arrival			2
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction	1	2	
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			

	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional	1	3	
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			1
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm, Tornado/Hurricane Assessment			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued	7	19	5
		Total Response for Union Twp/City			

	Emergency - MPFD
	Emergency - MPFD Secondary to MMR
	Non - Emergency

## Mount Pleasant Fire Department

**Fire Experience Report For Union Township/City of Mt. Pleasant  
Period - May 28, 2018 through June 3, 2018**

Category	Code	Description	Twp	Resp	City	
Fire	100	Fire, Other	1	13		
	111	Building Fire			1	
	112	Fires in Structures other than a Building				
	113	Cooking Fire	1	3		
	114	Chimney or Flue Fire				
	116	Fuel Burner/Boiler Malfunction				
	130	Mobile Property Fire, Other				
	131	Passenger Vehicle Fire	1	13		
	132	Road freight or transport vehicle fire				
	136	Self-propelled Motor Home/Recreational				
	137	Camper or Recreational Vehicle (RV) Fire				
	138	Off-road vehicle of heavy equipment fire				
	140	Natural Vegetation Fire				
	143	Grass/Brush fire				
	150	Outside Rubbish Fire, other				
	151	Outside Rubbish Fire, trash or waste fire				
	154	Dumpster Fire				
	160	Special Outside Fire, Other				
	Overpressure Rupture, (No Fire)	200	Overpressure rupture, explosion, overheat			
		251	Excessive heat, scorch burns with no fire	1	10	
231		Chemical reaction rupture of process vessel				
Rescue & EMS Incident	300	Rescue, EMS incident, other				
	311	Medical Assist to EMS Crew	1	3	1	
	321	EMS Call excluding Veh. Accident	1	2	1	
	322	Motor Vehicle Acc. W/ Injuries	1	2	1	
	323	Motor Vehicle Acc/Pedestrian				
	324	Motor Vehicle Acc. W/no Injuries	1	2		
	331	Lock-In (If lock out use 551)				
	342	Search for Person in Water				
	352	Extrication of Victim (s) from vehicle				
	353	Remove Victim from Stalled Elevator				
	360	Water & Ice-related Rescue, Other				
	361	Swimming /recreational water area rescue				
	363	Swift Water Rescue				
	3811	Technical rescue standby				
Hazardous Condition (No Fire)	400	Hazard condition other				
	410	Combustible/Flammable Gas Condition				
	411	Gasoline or Other Flammable Spill				
	412	Gas Leak (natural gas or LPG)				
	413	Oil of Combustible Liquid Spill				
	420	Toxic Condition, Other				
	421	Chemical Hazard (No Spill or Leak)				
	422	Chemical Spill or Leak				

	423	Refrigeration Leak			
	424	Carbon Monoxide Incident			1
	440	Electric Wiring/Equipment Problem			
	441	Heat from Short Circuit			
	442	Overheated Motor			
	443	Breakdown of Light Ballast			
	444	Power Line Down			1
	445	Arcing, shorted electrical equipment			1
	451	Biological hazard, confirmed or suspected			
	461	Building or Structure Weakened or Collapsed			
	462	Aircraft Standby			
	463	Vehicle Accident, general cleanup			
	480	Attempted burning, illegal action, other			
	4441	Utility Line Down			2
Service Call					
	500	Service Call - Other			
	510	Person in Distress			
	511	Lock-out			
	512	Ring or Jewelry removal			
	520	Water Problem, Other			
	521	Water Evacuation			
	522	Water of Steam Leak			
	531	Smoke or Odor Removal			
	542	Animal Rescue			
	552	Police Matter			
	553	Public Service			
	555	Defective Elevator, No Occupants			
	561	Unauthorized Burning			
	571	Cover assignment, standby, moveup			
Good Intent Call					
	600	Good Intent Call, Other			
	611	Dispatched and Cancelled en route	1	12	
	622	No Incident Found on Arrival			1
	631	Authorized controlled burning			
	650	Steam, gas mistaken for smoke,			
	651	Smoke Scare, Odor of Smoke			
	653	Smoke from Barbecue, Tar Kettle			
	661	EMS call, party already transported			
	671	HazMat Investigation, no HazMat			
False Alarm & False Call					
	700	False Alarm, Other			
	710	Malicious, mischievous false call, other			
	715	Local Alarm System, Malicious False Alarm			
	721	Bomb Scare - No Bomb			
	730	System Malfunction			
	731	Sprinkler activation due to malfunction			
	732	Extinguishing System Activation - Malfunction			
	733	Smoke Det. Activation - Malfunction	1	2	
	734	Heat Detector Activation - Malfunction			
	735	Alarm system sounded due to malfunction			1
	736	CO detector activation due to malfunction			
	740	Unintentional transmission of alarm, other			

	741	Sprinkler activation, no fire			
	743	Smoke Det. Activation - Unintentional			
	744	Detector activation, no fire			
	745	Alarm System Act. - Unintentional			
	746	Carbon Monoxide Activation, NO CO			
Severe Weather					
	812	Flood Assessment			
Special Incident Type	813	Wind Storm,Tornado/Hurricane Assessment			
	911	Citizen Complaint			
	9002	Civil Infraction Issued			
	9003	Affidavit Issued	10	49	11
		Total Response for Union Twp/City			

	Emergency - MPFD
	Emergency - MPFD Secondary to MMR
	Non - Emergency



# REQUEST FOR TOWNSHIP BOARD ACTION

<b>TO:</b> Board of Trustees	<b>DATE:</b> June 6, 2018
<b>FROM:</b> Mark Stuhldreher, Township Manager	<b>DATE FOR BOARD CONSIDERATION:</b> 06/13/2018
<b>ACTION REQUESTED:</b> Consider approval of a Resolution to share in the design and construction costs of a restroom at the City of MT Pleasant Mission Creek Park in the amount of \$37,000.	

Current Action   X        Emergency           

Funds Budgeted: If Yes   X   Account # 101-751-967.000 No            N/A           

Finance Approval                   MDS                  

### BACKGROUND INFORMATION

In 2014 the City, Township and others partnered in the construction of Hannah’s Bark Park located within the City of MT Pleasant Mission Creek Park. In addition, the City and Township share maintenance costs for the Bark Park.

To further add to the appeal of the Mission Creek Park, the city is adding amenities by constructing a restroom facility to be located in the vicinity of the Bark Park. The restroom facility will be open year round.

The fiscal year 2018 budget as adopted approved an allocation of \$37,000 toward the construction of the restroom. Other funding partners include the Saginaw Chippewa Indian Tribe.

### SCOPE OF SERVICES

Not applicable

### JUSTIFICATION

Continuing the partnership with the City directly benefits the Township residents that are members of the Bark Park as well as all Township residents that utilize the park for recreational activities throughout the year.

### PROJECT IMPROVEMENTS

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety
- Health
- Natural environment

### COSTS



The total cost of the facility including design, construction and contingency is \$326,938. The Township's share is \$37,000 with the Tribe contributing \$80,000 and the City covering the remaining costs. The Township portion is budgeted in fiscal year 2018.

**PROJECT TIME TABLE**

It is anticipated that the facility will be open to the public by the end of the year.

**RESOLUTION**

See attached

**CHARTER TOWNSHIP OF  
UNION  
A RESOLUTION TO JOINTLY CONSTRUCT  
MISSION CREEK RESTROOM WITH THE CITY  
OF MT PLEASANT**

At a meeting of the Township Board of the Charter Township of Union, Isabella County, Michigan held at 2010 South Lincoln Road, Mt. Pleasant, Michigan 48858 on the 13<sup>th</sup> day of June, 2018:

Present:

Absent:

The following resolution was offered by (Name); and supported by (Name)

**RESOLUTION**

**WHEREAS**, in 2014 the City of Mt. Pleasant and Charter Township of Union recognized that having a dog park would create a substantial public benefit to both entities and both local governmental units have the authority to establish, operate and maintain public parks; and

**WHEREAS**, Hannah's Bark Park was constructed in 2014 within the City of Mt. Pleasant Mission Creek Park and was equally funded by the City of Mt. Pleasant, Charter Township of Union and the Friends of the Dog Park along with a contribution from Isabella County; and

**WHEREAS**, all residents of Isabella County, including residents of the Charter Township of Union, pay membership fees for the use of the dog park, the City maintains the dog park, and the City of Mt. Pleasant and Charter Township of Union equally share the remaining net cost for maintaining the dog park; and

Whereas, all residents of the Isabella County, including residents of the Charter Township of Union, have access to the City of Mt Pleasant Mission Creek Park; and

**WHEREAS**, both units of government and the Friends of the Dog Park recognized the need for a restroom facility to serve both the dog park members and other visitors to Mission Creek Park; and

**WHEREAS**, in 2017 the City of Mt. Pleasant incurred \$37, 000 in expenses to engineer and design a restroom facility and required septic system, remove the old structures, and to obtain appropriate health department permits; and

**WHEREAS**, in 2018 the City issued construction bids for a restroom facility based on the 2017 restroom design and an optional concession/warming addition to the restroom; and

**WHEREAS**, the low bid for the project was Garber Construction at a price of \$309,938 and Garber's details indicate the restroom only portion of the bid cost is \$289,938 therefore bringing the restroom cost to \$326,938 over the two years; and

**WHEREAS**, the Charter Township of Union fiscal year 2018 budget approved an allocation of \$37,000 toward the construction of a restroom; and

**WHEREAS**, the Saginaw Chippewa Indian Tribe has awarded a 2% allocation of \$80,000 toward the project and the City will cover the remaining construction cost.

**NOW, THEREFORE, BE IT RESOLVED**, that the Charter Township of Union is willing to share in the construction and design costs of the restroom because it directly benefits Township residents that are members of the dog park and Township residents that use the City of Mt. Pleasant Mission Creek Park and authorizes the payment of \$37,000 to the City of Mt. Pleasant.

ADOPTED: June 13, 2018

AYES:

NAYES:

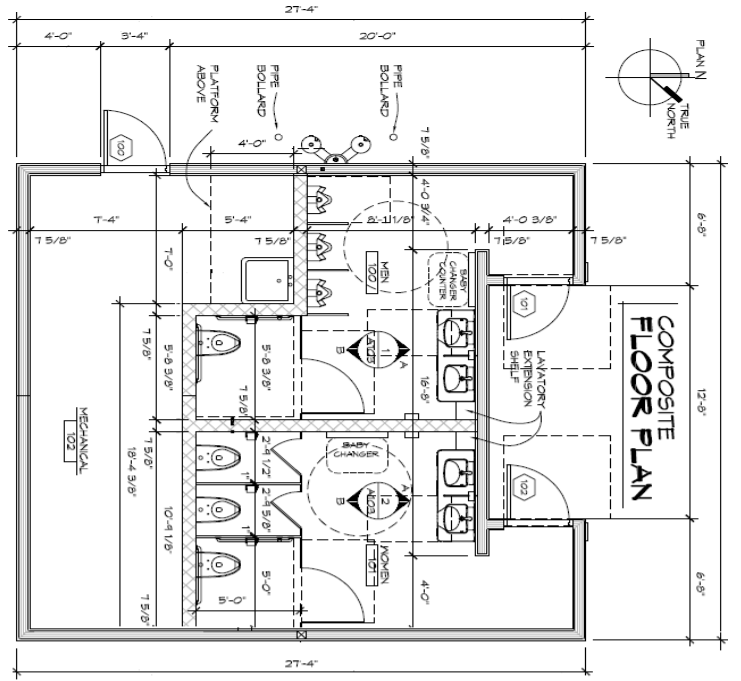
ABSENT:

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Board of Trustees of the Charter Township of Union, County of Isabella, Michigan, at a regular meeting held on Wednesday, June 13, 2018.

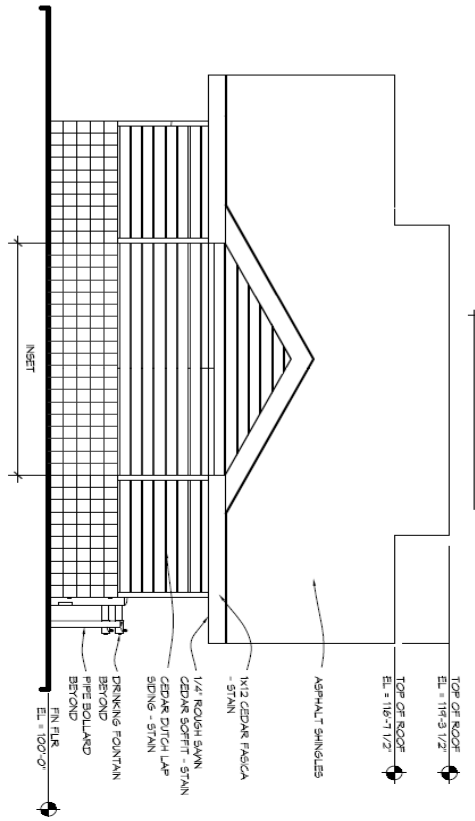
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Lisa Cody, Clerk

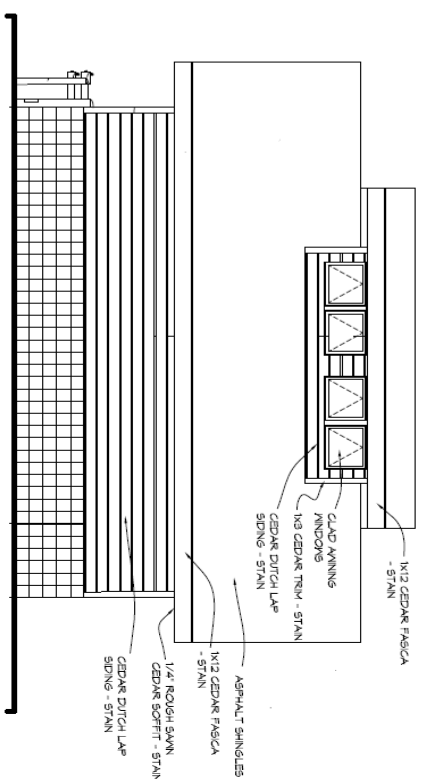
NEW BUILDING  
MISSION CREEK  
PARK RESTROOM



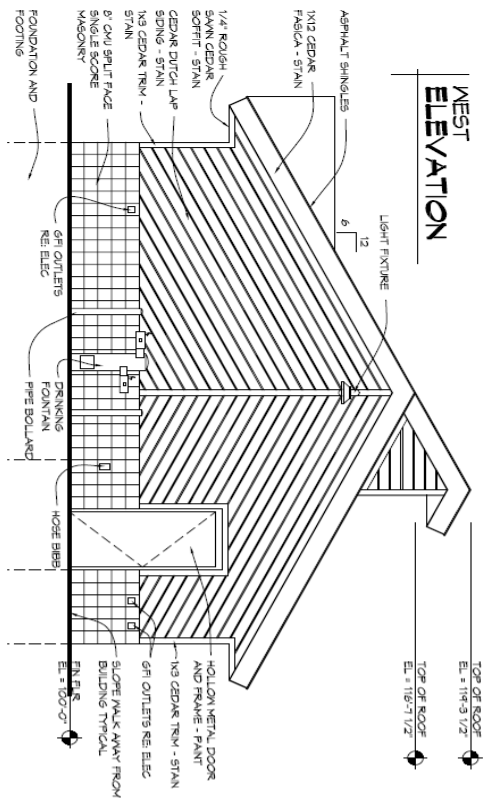
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



# REQUEST FOR TOWNSHIP BOARD ACTION

<b>To:</b> Mark Stuhldreher - Township Manager	<b>DATE:</b> June 1, 2018
<b>FROM:</b> Kim Smith – Public Works Coordinator	<b>DATE FOR BOARD CONSIDERATION:</b> June 13, 2018
<b>ACTION REQUESTED:</b> Resolution accepting the CGAP Grant for the Charter Township of Union/City of Mt. Pleasant Joint Water Study, naming Kimberly Smith as the representative.	

Current Action  Emergency

Funds Budgeted: If Yes  Account #  No  N/A

Finance Approval \_\_\_\_\_

### BACKGROUND INFORMATION

The Charter Township of Union and the City of Mt. Pleasant jointly applied for a CGAP grant (Competitive Grant Assistance Program) in March of 2018. On May 25, 2018, the Township received notification that we have been awarded \$29,349.00 to help fund the Charter Township of Union/City of Mt. Pleasant Joint Water Study. To receive funding the Township and City must approve the attached Resolution and submit a copy of the Resolution, and Board Meeting Minutes to the State of Michigan Treasury Department by July 28, 2018.

### SCOPE OF SERVICES

Approve Resolution authorizing participation in the Charter Township of Union/City of Mt. Pleasant Joint Water Study and naming Kimberly Smith as the authorized assigned representative for the CGAP Grant.

### JUSTIFICATION

### PROJECT IMPROVEMENTS

Board of Trustees goals addressed by this agreement (From Policy 1.0: Global End).

1. Community well-being and common good
2. Health

### COSTS

na

### PROJECT TIME TABLE

June 13, 2018 – September 30, 2018

**RESOLUTION**

Authorization is hereby given to participate in the Charter Township of Union/City of Mt. Pleasant Joint Water Study and naming Kimberly Smith as the authorized assigned representative for the CGAP Grant.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

Charter Township of Union

County of Isabella

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the Board of Trustees of the Charter Township of Union  
County of Isabella, State of Michigan, (the "Municipality") held on June, 13 2018.

PRESENT: Members:

ABSENT: Members:

Member offered and moved the adoption of the following resolution, seconded by  
Member .

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to \$29,349.00 toward reimbursement of expenditures required to implement the Charter Township of Union/City of Mt. Pleasant Joint Water Systems Study (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, Charter Township of Union (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Union (governing body) hereby authorize participation in the Charter Township of Union/City of Mt. Pleasant Joint Water Systems Study (project title) and on behalf of the Charter Township of Union (local unit name) authorize Kimberly Smith - Public Works Coordinator (designee) to provide this resolution and minutes

indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS:           Members:

NAYS:           Members:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees of the Charter Township of Union, County of Isabella, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Lisa Cody (name)

Charter Township of Union, Clerk

Charter Township of Union County of  
Isabella



## **Kim Smith**

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**From:** TreasRevenueSharing [TreasRevenueSharing@michigan.gov]  
**Sent:** Friday, May 25, 2018 2:52 PM  
**To:** Kim Smith  
**Subject:** Union Township - CGAP Notification of Intent to Award Letter  
**Attachments:** Union Township (Joint Water) - Intent to Award letter.pdf

Please see the attached scanned copy of the Notification of Intent to Award letter, dated May 25, 2018, for the Competitive Grant Assistance Program (CGAP). The original signed letter will follow by mail.

Thank you for your interest in the grant program.

Revenue Sharing and Grants Division  
Michigan Department of Treasury  
517-373-2697



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

NICK A. KHOURI  
STATE TREASURER

May 25, 2018

Mark Stuhldreher  
Township Manager  
Charter Township of Union  
2010 South Lincoln Road  
Mount Pleasant, MI 48858

Dear Mr. Stuhldreher:

**Re: Notification of Intent to Award - CGAP FY 2018**

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Competitive Grant Assistance Program (CGAP). We are pleased to inform you that the project your governmental unit submitted entitled ***Charter Township of Union / City of Mt. Pleasant Joint Water Systems Study*** has been selected for a grant award in the maximum amount of **\$29,349.00**.

Enclosed is the intent to award approved budget for your grant project.

**Grant Application Conditions**

For your reference, enclosed is a copy of the CGAP Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

**Next Step**

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Friday, July 27, 2018. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.**

Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and this intent to award letter, and will signify acceptance of the grant award.

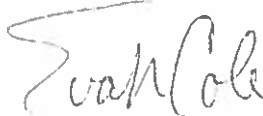
Charter Township of Union  
May 25, 2018  
Page 2

Please send the required documents by e-mail to [TreasRevenueSharing@michigan.gov](mailto:TreasRevenueSharing@michigan.gov) or by mail to:

Michigan Department of Treasury  
Revenue Sharing and Grants Division  
PO Box 30722  
Lansing, MI 48909

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,



Evah Cole, Division Administrator  
Revenue Sharing and Grants Division

Enclosures

c: Ms. Kim Smith, Public Works Coordinator

Charter Township of Union  
 May 25, 2018  
 Enclosure: Intent to Award Approved Budget Amounts

**Charter Township of Union / City of Mt. Pleasant Joint Water Systems Study**

Below is the approved budget for your grant project. Please note, all feasibility studies were funded at 25%. We have assigned budget categories to each of your original budget line items. Please use these categories when submitting your reimbursement requests.

Budget Category	Budget Description	Application Budget Amount	Intent to Award Budget Amount	Comments
	Engineering Services: Scenario 1	\$5,761.25	\$5,761.00	
	Engineering Services: Scenario 2	\$7,878.75	\$7,879.00	
	Engineering Services: Scenario 2b	\$8,707.50	\$8,708.00	
	Engineering Services: Scenario 3	\$7,001.25	\$7,001.00	
	<b>Budget Total</b>	<b>\$29,348.75</b>	<b>\$29,349.00</b>	

\*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

## Competitive Grant Assistance Program (CGAP) Application (FY 2018)

Issued under authority of 2013 Public Act 59

### GENERAL INFORMATION

#### Program Purpose:

The purpose of the grant program is to provide incentive-based grants to stimulate smaller, more efficient government and encourage mergers, consolidations, and cooperations between two or more qualified jurisdictions. The grants are to offset the costs associated with mergers, interlocal agreements, and cooperative efforts for cities, villages, townships, counties, authorities, school districts, intermediate school districts, public community colleges, and public universities that elect to combine government operations. The program is focused on stimulating projects between two or more qualified jurisdictions that are creating new mergers, consolidations, and/or cooperative efforts/collaborations of existing services.

#### Goals of the Program:

To assist local units of government, including authorities, school districts, intermediate school districts, public community colleges, and public universities, with the costs associated with combining government operations.

#### Eligibility:

All Michigan cities, villages, townships, counties, authorities, school districts, intermediate school districts, public community colleges, and public universities. For an authority, school district, intermediate school district, public community college, or public university to qualify for grant funding under this program, the authority, school district, intermediate school district, public community college, or public university must combine operations with a city, village, township, or county.

#### Criteria:

- A completed application with detailed information
- Merger of two or more governmental units
- Consolidation of departments and/or existing services across 2 or more governmental units
- Cooperative effort or collaboration of 2 or more governmental units
- Consolidated or combined government operations must demonstrate taxpayer benefits of cost savings, efficiencies, and/or improved services
- The governmental unit must demonstrate how budgeted costs directly relate to and are necessary for implementation of the merger, consolidation, or cooperative effort
- Priority will be given to projects that start after October 1, 2013
- Projects are funded on a reimbursement basis

#### Application Process:

An application process will be used to solicit proposals for these grants. Applications must be complete and received by the March 2nd deadline to be considered for funding. The submission of an application does not guarantee a grant award. Additional information about the grant program is available on the Michigan Department of Treasury's website at: [http://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197\\_58826\\_62422---,00.html](http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_62422---,00.html)

#### Project Clarification:

During the application review process, applicants may be contacted for clarification. The Michigan Department of Treasury reserves the right to award funds for an amount other than requested.

#### Selection Procedures:

Applications will be selected for funding by the Michigan Department of Treasury based on program purpose, goals of the program, eligibility, and criteria. Starting in March, the grant panel will begin reviewing any grant applications submitted. Qualified grants may be awarded on a rolling basis.

#### Notification Process:

Applications selected for a grant award will receive a Notification of Intent to Award from the Michigan Department of Treasury within ninety (90) days of the grant deadline. However, additional time may be required depending on the number of applications received. Final Award letters will be sent to approved grantees, once the Michigan Department of Treasury has received all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s).

## Competitive Grant Assistance Program (CGAP) Application (FY 2018)

Issued under authority of 2013 Public Act 59

### GENERAL INFORMATION CONTINUED

**Deadline:**

March 2, 2018.

Completed applications submitted via mail or e-mail must be received by the Michigan Department of Treasury no later than 11:59 p.m. on Friday, March 2, 2018. Incomplete applications may not be considered.

A signed and completed application (including attachments) can be submitted by e-mail to:

[TreasRevenueSharing@michigan.gov](mailto:TreasRevenueSharing@michigan.gov)

or by mail to:

Michigan Department of Treasury  
Revenue Sharing and Grants Division  
PO Box 30722  
Lansing, MI 48909

**Timelines:**

A project can be in any phase of the consolidation process, but priority will be given to projects started after October 1, 2013.

**Grant Period:**

October 1, 2013 through September 30, 2018.

**FY 2014 Appropriation Amount Available (Min./Max.):**

Approximately \$3.7 million in funding will be available for the Michigan Department of Treasury to award.

**Source of Funds:**

The Competitive Grant Assistance Program is supported by revenues from the state sales tax.

**Confidentiality:**

Application information is public information under the Freedom of Information Act, Public Act 442 of 1976, as amended (MCL 15.231 to 15.246).

**Contact:**

For questions regarding the Competitive Grant Assistance Program, please contact the Michigan Department of Treasury, Revenue Sharing and Grants Division, at (517) 373-2697.

## Competitive Grant Assistance Program (CGAP) Application (FY 2018)

Issued under authority of 2013 Public Act 59

### CONDITIONS

#### Implementation of Project:

The grantee agrees to submit Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s) for all jurisdictions participating in the project, indicating approval of the project and Competitive Grant Assistance Program grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award or be subject to automatic cancellation of the grant. No grant funding will be released until all required resolutions, minutes or agreements have been received.

#### Project Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of any and all applications received.

Prior to executing any changes to the scope of the project, the selected grantee(s) must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee(s) within thirty (30) days, whether or not the project changes fall under the original grant award.

#### Eligible Expenditures:

Up to 25% of shared service analysis and up to 100% of the following expenditures: legal fees, voting costs, office supplies, infrastructure and equipment and other expenditures as approved by the Michigan Department of Treasury.

#### Ineligible Expenditures:

- Expenditures for the completion and submission of the CGAP application or for any compliance reporting documentation for the grant.
- Expenditures for the renegotiation of collective bargaining agreements, unless those agreements had to be reopened as part of completing the proposed project.

#### Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
  - Be used to ensure efficient administration of the project.
  - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
  - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
  - Only be for items that are necessary for the merger, consolidation, or cooperative effort/collaboration.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Primary Applicant" for expenditures involving project activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the final Michigan Department of Treasury payment for the project.

## Competitive Grant Assistance Program (CGAP) Application (FY 2018)

Issued under authority of 2013 Public Act 59

### CONDITIONS CONTINUED

#### Release of Funds:

Payments to the "Primary Applicant" will be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *CGAP Reimbursement Request Form* (Form 4923) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the *CGAP Reimbursement Request Form*. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

The "Primary Applicant's" Chief Financial Officer or Chief Administrative Officer must sign and date the *CGAP Reimbursement Request Form* (Form 4923).

Funds may not be released to the "Primary Applicant" if any of the participants in the project:

1. Have not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 – 21.55), or
2. Have not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Have a payment due and owing to the state.

#### Reporting Requirements:

1. *Quarterly Narrative and Financial Status Reports* – The awarded grantee(s) shall submit to the Michigan Department of Treasury quarterly, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the end of a quarter (i.e. due by April 30th; July 30th; October 30th).
  - a. *Narrative Report (NR)* (Form 4971) – should present the following information:
    - i. Name of Primary Applicant and Grant Number.
    - ii. Reporting Period (i.e. April 2018 to June 2018 etc...).
    - iii. The percentage (%) completed of the project work plan.
    - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
    - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposed work plan and timeline.
    - vi. A brief outline of the work to be completed during the subsequent reporting period.
    - vii. A brief description of any problems or delays, real or anticipated, experienced.
  - b. *Financial Status Report (FSR)* (Form 4972) – should present the following information:
    - i. Name of Primary Applicant and Grant Number.
    - ii. Reporting Period (i.e. April 2018 to June 2018 etc...).
    - iii. The percentage (%) completed of the project work plan.
    - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
    - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant project to the end of the reporting period).
    - vi. The projected future expenditures for the project.
    - vii. Total projected expenditures for the project.
    - viii. Original or revised (per grant award) budget per the Grant Budget Worksheet (item number 31 of the grant application).
    - ix. The difference between current projected project expenditures and original budget.



## Competitive Grant Assistance Program (CGAP) Application (FY 2018)

Issued under authority of 2013 Public Act 59

### CONDITIONS CONTINUED

2. *Final Narrative Report (Form 4971) and Final Financial Status Report (Form 4972)* - The selected grantee(s) shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the project.
  - a. The reports shall include the information as indicated under *Quarterly Narrative and Financial Status Reports (above)*.
  - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
  - c. In addition to the items listed above, the final narrative report must include a description of the project accomplishments and any unanticipated benefits/difficulties experienced while completing the project. Additionally, attach a copy of the project deliverables, if applicable (i.e. feasibility study, pictures of completed construction, etc...).
3. *Final Follow-up Report (Form 5071)* - One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the project. The report will include:
  1. A detailed description of service changes and improvements.
  2. A detailed status update on the goals and measures used to determine the success of the project and outcomes presented in the application (i.e. have they been met, what has changed, etc...).
  3. A detailed description of set-backs or difficulties experienced in implementing the project.
  4. A detailed analysis of the actual realized cost savings.
  5. Provide lessons learned to share with other entities that are pursuing similar projects.

#### **Audit and Review:**

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project.

The Michigan Department of Treasury may conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.

The grantee agrees to submit quarterly and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

#### **Grant Termination:**

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

Grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give grantee at least thirty (30) days advance written notice of termination for non-appropriation.



# REQUEST FOR TOWNSHIP BOARD ACTION

<b>TO:</b> Mark Stuhdreher, Township Manager	<b>DATE:</b> June 07, 2018
<b>FROM:</b> Patricia DePriest, Assessor	<b>DATE FOR BOARD CONSIDERATION:</b> June 13, 2018
<b>ACTION REQUESTED:</b> Consideration of adopting a Resolution in support of the City of Escanaba in defense of the valuation method used in the tax appeal by Menard Inc.	

Current Action  Emergency

Funds Budgeted: If Yes  Account # \_\_\_\_\_ No  N/A

Finance Approval  N/A \_\_\_\_\_

### BACKGROUND INFORMATION

Discussion was held at the April 11, 2018 Board meeting regarding whether or not to provide financial support to the City of Escanaba to help defray the costs the City is incurring in the “dark store” case, Menard, Inc. v. City of Escanaba, which has been remanded to the Michigan Tax Tribunal (MTT). Following that discussion, the Board requested this item be on the Agenda for the April 25, 2018 Board meeting for final consideration. The result of the April 25<sup>th</sup> meeting was to have Administration bring a Resolution in support of the efforts by the City of Escanaba back to the Board of Trustees. The attached resolution articulates support but does not provide any funding support.

During the course of this multiyear legal case, it has been reported that the City of Escanaba has expended close to \$190,000 on the Menard appeal. Other Delta County taxing units and the MTA Legal Defense Fund have also contributed financially to help defray the legal defense costs.

The “dark store” or “obsolescence” property valuation theory has impacted the ability of local governments to defend their assessments of a wide variety of commercial and large industrial facilities, especially corporate headquarters and unique properties. After the Michigan Supreme Court win for equitable property assessments in the “dark store” litigation of *Menard Inc. v City of Escanaba*, the case was remanded back to the MTT for a determination of actual valuation. Local governments throughout Michigan, including Union Township, have a stake in the Tribunal’s decision.

The remand hearing before the Tribunal could undermine what was won in the Court of Appeals and subsequently upheld by the Supreme Court. Big box retailers and appraisers are preparing studies to either support or undermine the *Menard* decision. The MTT and Menard have stated that this case will be precedent setting and will determine how big box stores should be assessed. The outcome of this case will impact all local governments across the State of Michigan, including Union Township.

### COSTS

THERE IS NO COST TO THE TOWNSHIP BY ADOPTING THE RESOLUTION.

**PROJECT TIME TABLE**

If adopted, the Administration will forward the resolution to our respective elected officials in the State Legislature and to the City of Escanaba.

**RESOLUTION**

See attached.

**Charter Township of Union Resolution No. \_\_\_\_\_**

**RESOLUTION IN SUPPORT OF THE CITY OF ESCANABA IN  
MENARD INC. V CITY OF ESCANABA "DARK STORE" LITIGATION**

**WHEREAS**, Menard Inc. v City of Escanaba, MTT No 14-001918, was recently remanded back to the Michigan Tax Tribunal for a determination of actual valuations; and

**WHEREAS**, this case has the potential to correct numerous prior rulings that resulted in erroneous, low values of property and reduced revenues in communities across Michigan; and

**WHEREAS**, the Charter Township of Union Board of Trustees' desires to support the City of Escanaba in Menard Inc. v City of Escanaba, by advocating consideration of all methods of property valuation, including the income approach, the sales comparison approach, and the cost-less- depreciation approach; and

**WHEREAS**, the Charter Township of Union Board of Trustees' advocates against the "dark store" theory of using vacant, deed restricted properties for the purpose of lowering property value and limiting competition.

**NOW, THEREFORE, BE IT RESOLVED** that the Charter Township of Union Board of Trustees' advocates consideration of all methods of property valuation, including the income approach, the sales comparison approach, and the cost-less-depreciation approach; and advocates against the "dark store" theory of using vacant, deed restricted properties for the purpose of lowering property value and limiting competition.

The foregoing resolution offered by Board Member

\_\_\_\_\_

Second offered by Board Member

\_\_\_\_\_

Upon roll call vote, the following voted:

"Aye": \_\_\_\_\_

"Nay": \_\_\_\_\_

\_\_\_\_\_  
*Lisa Cody, Clerk* (Clerk's signature)

Date: \_\_\_\_\_



# REQUEST FOR TOWNSHIP BOARD ACTION

<b>TO:</b> Board of Trustees	<b>DATE:</b> June 7, 2018
<b>FROM:</b> Mark Stuhldreher, Township Manager	<b>DATE FOR BOARD CONSIDERATION:</b> 06/13/2018
<b>ACTION REQUESTED:</b> Consider approval of the Collective Bargaining Agreement (CBA) between the Township and the Supervisory Unit bargaining group and the Non-Supervisory Unit bargaining group, respectively	

Current Action  Emergency

Funds Budgeted: If Yes  Account # multiple funds/accounts No  N/A

Finance Approval MDS

### BACKGROUND INFORMATION

The respective CBA's expired on 12/31/17. Negotiations commenced in October, 2017 and concluded in the spring of 2018. Prior to the start of negotiations the Township Manager met with the Board of Trustees to discuss the negotiation parameters and as a result, received authorization to begin negotiations within the authorized parameters.

The negotiation sessions, while understandably difficult at times, were always conducted in a very respectful and professional manners. Particular recognition is given to Ms. Angela Schofield and Mr. Chris Rader for the Non-Supervisory Unit; Ms. Kim Smith and Mr. Mike Dearing for the Supervisory Unit and Ms. Sherrie Teall on the employer side.

Below are the highlights of the negotiated changes to the CBA's. The red-lined versions of the respective agreements are attached. There are additional minor changes, which I would consider cosmetic, that are not referenced below.

### Grievance Procedure

- Changed from 7 to 14 calendar days that any claim for back pay can be valid prior to the date the grievance was first filed
- Grievances can be now submitted in electronic form
- Changed who a grievance should be submitted to and answered by, from Township Manager to Immediate Supervisor at the first step of the process
- Changed who a grievance appeal will be handled by at the second step from Board of Trustees to Township Manager. If the Manager is the grievant's immediate supervisor, the Manager will consult with the Non Supervisory Bargaining Unit Chairperson or Supervisory Bargaining Unit Chairperson. Alternatively, mediation may be used at the second step
- Added choice of grievance mediation services that may be utilized

### Wages and Premium Pay

- 5% wage increase effective upon ratification and on January 1, 2019 – Non Supervisory Unit
- 5.5% wage increase effective upon ratification and 3.0% on January 1, 2019 – Supervisory Unit
- Removed annual step pay increases

- A onetime payment of \$500 will be issued to non probationary employees upon ratification – Non Supervisory Unity
- Added language to clarify call-in-pay provisions
- Added pesticide application certification and certified playground inspector to License Premium Pay section
- Removed allowance for compensatory time bank accrual. Instead, all time worked will be paid out during pay period the time was worked

### **Leave Bank Changes**

- Banked sick leave to be paid out in the event an employee passes away when employed
- Clarified method used when sick leave bank donations are made to another employee
- Clarified method used and when bank is credited with personal days for new hires - Employees hired prior to July 1 of a given year will be credited with 2 personal days and employees hired after July 1 of a given year will be credited with 1 personal day
- Upon ratification, all employees will credited with 2 paid personal days for use in 2018
- Added Veterans Day as recognized holiday

### **Health/Dental/Vision Insurance Changes**

- Added a second health insurance plan option
- Employer will pay 94% of health insurance plan premium and employee will pay 6% of premium based on level of coverage selected (single/two person/family)
- Clarified language for when an employee with medical coverage through an alternative available paid source shall retain such alternative coverage
- Changed flex spending benefit language to be consistent with IRS rules
- Employer will pay 50% of coverage for optical insurance premium

### **Miscellaneous Changes**

- The respective Agreements expire December 31, 2019
- Expanded from one to two the number of negotiation team members that can participate without any loss in pay
- Allowance for infrequent, minor variations in length of normal workday if approved by Manager or designee
- Improved language regarding required notification to employer when an employee has driving privileges suspended or revoked. This only applies to employees required to operate a vehicles as part of their normal work duties

### **SCOPE OF SERVICES**

Not applicable

### **JUSTIFICATION**

A Collective Bargaining Agreement between an employer and a bargaining group sets forth the terms and conditions of employment and contains provisions in regard to rates of pay, hours of work and other working conditions. The Agreement is used to hold by the employer and employee accountable to ensure a level of fairness for all concerned. The Agreement was negotiated in good faith by all parties. The respective bargaining group membership voted their approval in late May, 2018.

**PROJECT IMPROVEMENTS**

The following Board of Trustees goals are addressed in this review (From Policy 1.0: Global End)

- Community well-being and common good
- Prosperity through economic diversity, cultural diversity , and social diversity
- Safety
- Health
- Natural environment
- Commerce

**COSTS**

The two year cost of the Agreements, including the value of an additional holiday in lost productivity, is \$84,000 compared to the authorization of \$88,000.

**PROJECT TIME TABLE**

Upon approval by the Board of Trustees, the Agreements become effective and implementation will begin.

**RESOLUTION**

BE IT Resolved: The Collective Bargaining Agreements between the Charter Township of Union and Local 1855, Chapter 13, affiliated with Council 25 OF The American Federation of State, County and Municipal Employees (AFL-CIO) - (Supervisory Unit) and Local 1855, Chapter 13, affiliated with Council 25 of The American Federation of State, County and Municipal Employees (AFL-CIO)- (Non-Supervisory Unit) are approved.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:

No:

Absent:



# AGREEMENT

between

THE CHARTER TOWNSHIP OF UNION

and

LOCAL 1855, CHAPTER 13

AFFILIATED WITH COUNCIL 25  
OF THE  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFL-CIO)

(Supervisory Unit)

Effective ~~January 1, 2015~~ June 13, 2018 through December ~~2017~~ 2019

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## AGREEMENT

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 Local 1855, Chapter 13, affiliated with Council 25 and chartered by the American Federation of State, County and Municipal employees (AFL-CIO), hereinafter referred to as the "Union."

### ARTICLE I - RECOGNITION

#### Section 1 - Exclusive Union Recognition

Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for the following employees and no others: Public Works Coordinator, Township Planner, WWTP Superintendent, Building Official/Inspector, Chief Water System Operator and Utility Foreman/Skilled Operator.

#### 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 thirty-two (32) 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 thirty-two (32) 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. Non-regular employees are not included in the bargaining unit nor are the terms and conditions of their employment covered by this Agreement.

#### Section 3 - Non-Regular Employees

Non-regular employees will not be used to cause layoff or erode the bargaining unit.

## **ARTICLE 2 - EMPLOYEE UNION AND EMPLOYER 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 not 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 or 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 the 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 of 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 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 to quality of services; the right to determine the schedules and standards of service, 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 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, 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.

## **ARTICLE 3 — UNION DUES**

### 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.

## **ARTICLE 4 - UNION 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 alternate members of the Collective Bargaining Committee 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 Chapter Chairperson, Steward, members of the Collective Bargaining Committee, alternate Steward (if any), alternate members of the Collective Bargaining Committee (if any), 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.

Members of the above Bargaining Committee ~~who are paid on a salary basis and who are exempt from overtime entitlement~~ 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 5 - 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 ~~seven (7)~~ 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 Township Manager or the Manager's 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 Township Manager or the Manager's designee shall answer said grievance within seven (7) calendar days of receipt of same.

### Step II

If the grievance is not satisfactorily resolved above, it may be appealed in written or electronic form by the Chapter Chairperson to the Township ~~Board of Trustees~~ Manager within seven (7) calendar days from the date the ~~Township Manager's~~ Step I answer is received. The Township ~~Board~~ Manager will render a decision in writing within twenty-one (21) calendar days.

If the Township Manager is the grievant's immediate supervisor, within seven (7) calendar days from the date the Step I 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 ~~services~~ 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).

~~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.

~~e.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.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.

~~e.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 6 - 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 6, Section 1.

## **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.

Bi-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.

If any seniority list provided by the Employer under this Article is not protested or corrected by the Union or an employee within twenty-eight (28) days of being provided to the Union, it shall be deemed final, conclusive and correct for all purposes thereafter.

### **Section 3 - Probationary Period.**

All new employees shall be considered to be on probation and shall have no seniority for the first one hundred eighty (180) days 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 may 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 less.
- (f) If the employee is on a disability or workers compensation disability leave for a period exceeding 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. Initially, the work hours for employees located at the Township Office are 8:30 am to 4:30 pm Monday through Friday and 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, the length of the work day, 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 parties agree that a ten (10) calendar day notice will be given to any change for any part of the normal work schedule unless the employee and the Employer mutually agree.

### **Section 3 - Overtime Work [or Extra Hours.](#)**

Salaried employees covered by this Agreement are agreed to be exempt from the requirements for paid overtime under both Federal and State law. 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 Supervisor. 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 Township Supervisor (or designated representative) prior to performance. To address the overtime worked by employees, the Employer may grant compensatory time off at its discretion.

### **Section 4 - Meal Periods.**

Initially, 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. The



Employer may schedule a one-hour lunch period, which will be without pay, and during which employees need not be available for business as necessary. If the Employer implements a one-hour lunch period, and due to the demands of an employee's position or due to a request by the Employer an employee is required to work during his/her scheduled lunch hour, the employee shall be given other time off during the same work day for lunch or shall be paid for the lunch time worked. 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 one-half hour paid lunch periods may result in disciplinary action. There will be no pay for a meal period not taken unless by mutual agreement between the employee and the Township Supervisor.

## **ARTICLE 9 - LAYOFF AND RECALL**

### **Section 1.**

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 position(s) being reduced.
- b. Thereafter employees will be laid off in the following order within each position being reduced:
  1. Temporary employees
  2. Probationary employees

No seniority employee(s) shall be laid off from a position within the bargaining unit while there are temporary or probationary employees being retained, so long as the seniority employee who displaces the temporary or probationary employee meets the requirements of the job description.

- c. When a specified position 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 employee(s) being retained are capable of performing the available work.
- 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.**

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 - 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 coverage and life insurance are subject to the terms and conditions contained in the insurance policies.

## **ARTICLE 11 - 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 20, Section 7 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 12 - 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.

The Employer may grant, in its sole discretion, a leave of absence for a period of not more than eighteen (18) consecutive months 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.

### Section 4 - Personal Leave of Absence.

The Employer may, in its sole 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 or his/her designee. Such requests shall state the reason for the leave. An extension of a personal leave of absence may be granted by the Employer in its sole 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.

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 the Supervisor or his/her designee 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, or if such summons was at the request of the Union or is related to an action against the Employer in which the Union is involved.

### Section 8 - Military Duty Leave.

The Township abides by the provisions of the federal and state regulations regarding reemployment rights as stated in applicable state and federal laws, with respect to the reemployment rights of an employee and to the grant of leaves of absence in accordance therewith. Disputes under this section are not subject to the grievance procedure.

## **ARTICLE 13 - WAGES AND PREMIUM PAY**

### Section 1 – Wages.

During the term of this Agreement, new hire wages shall be as within the range set forth in Appendix A attached hereto and made a part hereof. ~~Employees hired on or after January 1, 2015~~ Notwithstanding the foregoing, new hire wages shall begin at the "hire" rate and shall progress from step to step in the Yearly Wage Scale, including the half steps, in the pay grade level upon completion of one full calendar year of employment as of January 1 in any given calendar year. not exceed those paid to the least senior current employee in the same pay grade.

Employees ~~hired before January 1, 2015~~ will receive ~~the~~ a 5.5% pay ~~increases indicated by name in the Employee Salary Grid.~~

#### Bonus Payment

~~Employer will issue a one-time \$500 payment to non-probationary employees~~ increase effective in the first regular full pay period ~~of 2015~~ following ratification of this Agreement and a 3% pay increase effective on January 1, 2019.

### Section 2 - Overtime Premium Pay.

~~It is recognized and agreed between the parties that one or more of the positions covered by this Agreement are exempt from any entitlement to overtime compensation under Federal or State law. Where the Employer deems it warranted, however, it may grant compensatory time off with pay to exempt employees in recognition of hours worked in excess of forty (40) in any workweek. Such compensatory time shall be granted hour for hour, may be taken as approved by the Supervisor or his/her designee, and will not be paid out if not taken.~~ 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) 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 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 period in January.

Section 4 - Call-In Pay.

Any hourly 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 hours, the employee will be paid for the actual hours worked. ~~If the employee has worked less than 40 hours during the week, the two hours will be paid at straight time rates. If the employee has worked 40 hours or more in the workweek, then the two hours will be paid at the overtime rate of time and one-half.~~

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



Any hourly 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.

## **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 ~~year 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. Sick leave of an employee who is paid on a salary basis shall be paid on a pro-rated basis based upon a forty (40) hour work week and based upon the salary in effect 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 within a reasonable period of time. 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 or, in the case of an employee who is paid on a salary basis, on a pro-rated basis based upon a forty (40) hour work week. Paid personal leave may not be taken in units of less than one 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 and the Employer closes its offices on the preceding Friday, the Friday shall be observed as the holiday. Whenever an approved holiday falls on a Sunday and the Employer closes its offices on the following Monday, 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 as part of their regular salary. All holiday pay for employees paid on an hourly basis 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, the holiday 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. Holidays paid will be considered hours worked for purposes of computing overtime.

Eligible employees paid on an hourly basis who are 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 Employer 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 1 year	10 days (80 hours)
After 5 years	12 days (96 hours)
After 7 years	15 days (120 hours)
After 13 years	18 days (144 hours)
After 20 years	22 days (176 hours)

Vacation leave is earned and is credited to eligible employees based upon their years of continuous service with the Township as of January 1 of each year.

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 of an employee paid on an hourly basis shall be at the employee's regular straight time rate (including License Premium Pay) in effect at the time the employee takes vacation leave. An employee who is paid on a salary basis shall continue to be paid the salary 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 ~~160~~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 ~~200~~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 ~~200~~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 Employer ends shall receive pay for earned and credited but unused vacation 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 - HOSPITAL/MEDICAL, DENTAL, AND OPTICAL INSURANCES**

Section I. - 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 ~~similar~~equivalent group insurance ~~program~~programs covering certain hospitalization, surgical, prescription drug and medical expenses for participating full time employees and their eligible ~~dependants~~dependents. 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 make available single subscriber and multiple person health insurance coverage for full-time employees who elect to participate in the insurance plan.

~~If~~Premiums for the ~~total cost of~~health insurance ~~to~~benefit will be shared.

During the ~~Employer (including health care~~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, dental insurance, and any other additional government fees, taxes, etc.) increase more than 10% in any plan year, the employees shall contribute 50% coverage level selected by the employee (single, two person or family levels of the amount~~coverage).~~ During any subsequent benefit year under this Agreement, employer will pay 94% of the increase beyond the 10%. premium and employee will pay 6% of premium for the CB 250 Reimbursed Plan.

~~The Employer agrees to meet the Union at least 30 calendar days in advance of the implementation of the premium co-pay in order to discuss alternative plan options. Such co-pay shall be by payroll deduction.~~

During the first benefit year under this Agreement, the 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 ~~other employer~~ an alternate available paid ~~sources~~ source shall retain such alternative coverage ~~and shall receive the pay set forth in Section 3, subject to meeting the conditions in Section 3. In no event will an employee be allowed to maintain dual hospital/medical coverage through the Employer and through the alternate source.~~ 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 ~~of \$2,000 per year for each eligible employee for the health flexible spending account and \$5,000 per year for each eligible employee for the dependent care flexible spending account.~~ 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 ~~at his or her cost.~~ Pursuant to a plan selected at employer's discretion. The 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 ~~two (2) full years~~ 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 Employer 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 Employer establishes a new job classification which is within the bargaining unit covered by this Agreement, the Employer shall determine and assign a pay rate for the new classification. The Employer agrees to notify the Union's



Chapter Chairperson in writing as to the rate of pay established by the Employer. 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 fourteen (14) calendar days 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 vacation or sick time payment for which the employee may otherwise have been eligible unless otherwise agreed by the employee and the Employer. The requirement to work all days in the fourteen (14) calendar 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 Employer and the employee.

### Section 6 - Union Visitation.

An authorized representative of the Union who is not an employee of the Employer shall be permitted to visit on Employer 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 Supervisor (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 Employer or the performance of job duties by any employee.

Section 7 - Union Bulletin Board.

The Employer will provide a bulletin board in an area frequented by employees, which may be used by the Union for posting notices pertaining to Union business.

## Section 8 - Address and Telephone Changes.

It is the responsibility of each employee to keep the Employer advised of his or her current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in his or her 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 dependent(s) status within thirty (30) calendar days, or sooner if required pursuant to an applicable insurance plan, after such change has been made. The Employer shall be entitled to rely upon the employee's name and dependent(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 Township Manager or his or her designee. Reimbursement shall be at IRS rates, subject to IRS rules, 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 Employer as long as it is job related. Advance approval by the Township Manager is required and such approval shall be at the sole discretion of the Township Manager.

## Section 12 - Driving Record.

Employees who are required to operate Employer vehicles as part of their assigned duties may have their driving records reviewed annually. Employees who are required to operate Employer vehicles as a part of their assigned duties ~~who lose their~~whose driving privileges temporarily or permanently become revoked or suspended, or restricted must immediately notify the Employer of said fact. ~~For employees who are required to operate Employer vehicles as a part of their assigned duties, failure~~Failure to immediately notify the Employer 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 Employer is officially closed 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 Employer's 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 the Township Manager or designee's permission, be allowed to leave and charge the time to approved paid time, assuming such paid 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.

**ARTICLE 21 - TERM OF AGREEMENT**

This Agreement shall be effective on ratification by the parties, and shall remain in full force and effect until December 31, ~~2017~~2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) calendar 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) calendar days from the date of notification.

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 Supervisor~~Union Township Manager, 2010 South Lincoln Road, Mt. Pleasant, MI 48858, or at such other addresses as the parties may designate in writing.

**ARTICLE 22 - 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

The Charter Township of Union

\_\_\_\_\_  
Kim Smith

\_\_\_\_\_  
~~Russ Alwood~~Ben Gunning - Supervisor

\_\_\_\_\_  
Mike Dearing

\_\_\_\_\_  
~~Margie Henry~~Lisa Cody – Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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**2018**

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
<u>5</u>	<u>49,722.15</u>	<u>57,179.95</u>
<u>6</u>	<u>58,423.79</u>	<u>67,187.68</u>
<u>7</u>	<u>80,331.92</u>	<u>92,382.13</u>

<u>Grade</u>	<u>2019</u> <u>Minimum</u>	<u>Maximum</u>
<u>5</u>	<u>51,213.81</u>	<u>58,895.34</u>
<u>6</u>	<u>60,176.50</u>	<u>69,203.31</u>
<u>7</u>	<u>82,741.88</u>	<u>95,153.59</u>

# AGREEMENT

between

THE CHARTER TOWNSHIP OF UNION

and

COUNCIL 25, AFSCME

(Non-Supervisory Unit)

| Effective ~~January 1, 2015~~ June 13, 2018 through December ~~2017~~ 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

~~One (1) member~~ No more than two (2) members of the above Bargaining Committee who ~~is~~ 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 ~~seven (7)~~ 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 ~~Township Manager~~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 ~~Township Manager~~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 ~~Board of Trustees~~within seven (7) calendar days from the date the ~~Manager~~. If the Township Manager's answer is received, Manager is the grievant's immediate supervisor, the Township Manager will consult with the Supervisory Bargaining Unit Chairperson. The Township ~~Board~~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 ~~services~~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**

~~Work~~ 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 as within the range set forth in Appendix A attached hereto and made a part hereof. ~~The straight time regular rate of pay for employees~~ Notwithstanding the foregoing, new hire wages shall ~~be the hourly rate set forth in Appendix A. Employees hired on or after January 1, 2015 shall begin at the "hire" rate and shall progress from step~~ not exceed those paid to step in the Yearly Wage Scale, including half steps, the least senior current employee in the same pay grade ~~level upon completion of one full calendar year of employment as of January 1 in any given calendar year.~~

Employees ~~hired before January 1, 2015~~ will receive ~~the pay increases indicated by~~ name a 5% wage increase effective in the ~~Employee Salary Grid~~ 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 ~~regular~~ full pay period following ratification of ~~2015~~ this Agreement.

### Section 2 - Overtime Premium Pay

~~It is recognized and agreed between the parties that one or more of the positions covered by this Agreement are exempt from any entitlement to overtime compensation under Federal or State law. Where the Employer deems it warranted, however, it may grant compensatory time off with pay to exempt employees in recognition of **hours worked in excess of forty (40) in any workweek.** Such compensatory time shall be granted hour for hour, may be taken as approved by the Supervisor or his/her designee, and will not be paid out if not taken.~~

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. ~~If the employee has worked less than 40 hours during the week, the two (2) hours will be paid at straight time rates. If the employee has worked 40 hours or more in the workweek, then the two (2) hours will be paid at the overtime rate of time and one half.~~

#### 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 ~~year~~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 ~~20.5~~ - 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 ~~similar~~ [equivalent](#) group insurance ~~program~~ [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.

~~If the total cost of insurance to the Employer (including health care insurance, dental insurance, and any other additional government fees, taxes, etc.) increases more than 10% in any plan year, the employees shall contribute 50% of the amount of the increase beyond the 10%. The Employer agrees to meet the Union at least 30 days in advance of the implementation of the premium co-pay in order to discuss alternative plan options. Such co-pay shall be by payroll deduction.~~

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 ~~other employer~~ an alternate available paid ~~sources~~ source shall retain such alternative coverage ~~and shall receive the pay set forth in Section 3, subject to meeting the conditions in Section 3. In no event will an employee be allowed to maintain dual hospital/medical coverage through the Employer and through the alternate source.~~ 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 ~~of \$2,000 per year for each eligible employee for the health flexible spending account and \$5,000 per year for each eligible employee for the dependent care flexible spending account.~~ 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 ~~at his or her cost~~ 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 ~~two (2) full years~~ 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 ~~Township~~Employer vehicles as a normal part of their assigned duties may have their driving records reviewed annually. Employees who are required to operate ~~Township~~Employer vehicles as a normal part of their assigned duties ~~who lose their~~whose driving privileges temporarily or permanently become revoked, suspended, or restricted must immediately notify the ~~Township~~Employer of said fact. ~~For employees who are required to operate Township vehicles as a normal part of their assigned duties, failure~~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, ~~2017~~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 ~~Supervisor/Superintendent~~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

THE CHARTER TOWNSHIP OF UNION

~~Shawn McBride~~  
Ben Gunning - Supervisor

~~Russ Alwood~~Angela Schofield

~~Chris Rader~~  
Lisa Cody – Clerk

~~Margie Henry~~Radar



Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

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

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

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