

3/31/90

**CONTRACT**

between

**CHARTER TOWNSHIP OF YPSILANTI**

-and-

**UNION LOCAL 3451 AFSCME**

*Ypsilanti, Township*

Effective April 1, 1988

thru

March 31, 1990



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## **PREAMBLE**

This Agreement, entered into between Ypsilanti Township, Washtenaw County, Michigan, hereinafter referred to as the "Employer" and The Ypsilanti Township Chapter of Local 3451, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" is for the general purpose of setting forth the agreements between the Employer and the Union, and to promote orderly and peaceful labor relations for the mutual interests of the Employer and the Employee's Union.

## **EMPLOYER'S RIGHTS — ARTICLE 1**

1. The Employer retains the inherent right to do all acts and things, and exercise all powers vested in it by law, and to determine the methods and procedures of work and materials and equipment to be used. Further, the Employer retains the inherent right and authority to select, direct, adjust, increase, and decrease the working force, and to maintain discipline, including suspensions from work and discharge of employees for just cause. Further, the Employer retains all rights to establish and revise reasonable rules and regulations for the purpose of maintaining order, safety, and efficient operation of the Township government and the functions thereof, and to exercise any and all other rights and privileges except as hereinafter specifically limited by the terms and conditions of this Contract.
2. None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the other specific provisions of this Contract.

## RECOGNITION — ARTICLE 2

A. The Employer does hereby recognize Ypsilanti Chapter of Local 3451 affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, fringe benefits and other conditions of employment for the bargaining unit of all Township employees except those excluded as follows:

B. Excluded from the bargaining unit shall be all supervisory, confidential, police officers, fire fighters and seasonal employees. The determination of whether employees excluded by Management as confidential employees are actually confidential employees shall be referred to the Michigan Employment Relations Commission.

C. Supervisory employees shall not be allowed to perform duties normally performed by a member of the bargaining unit with the following exceptions. Supervisors may be allowed to perform bargaining unit work in emergency situations wherein Management's opinion, life or property is endangered or where there is an overtime assignment and after a reasonable attempt, the Employer cannot secure a qualified bargaining unit employee, supervisory employees may then be used for said assignment. A reasonable attempt shall be considered a telephone call to the employee's residence or listed phone number and letting the phone ring a sufficient number of times to give the employee time to answer. Supervisory employees shall also have the right to instruct, train, advise and teach employees new methods of operation and to instruct, train, advise and teach new employees in the Employer's method of operation. Supervisory employees shall also have the right to conduct safety classes as needed.

D. Excluded positions shall include the following:

Elected Officials

Deputy Assessor

Deputy Clerk

Supt. of Building Department

One Supervising Clerk—Supervisors Office

Director of Accounting

Policemen

Firemen

Deputy Treasurer

Building and Grounds Superintendent

Ordinance Officer

Community Development Coordinator

Assistant Public Service Director

Office Manager

Recreation Department:

Director

Recreation Supervisor

Senior Citizen Coordinator

Golf Course:

Director

Green's Keeper

### UNION SECURITY — ARTICLE 3

A. All employees in the bargaining unit covered by this contract and any employees who become included in this bargaining unit shall, as a condition of continued employment, either join the Union or pay a monthly amount equal to the Union dues within 30 days from the date of the signing of this contract or 30 days from their first day of employment. Where the Employer receives a written authorization from the employee, it shall deduct Union dues from the employee's pay and forward such amounts to the Union. Any employee who does not join the Union and/or refuses to contribute an amount of money equal to Union dues in lieu of Union dues within the above time limit shall be terminated upon notification to the Employer that the said employee has been given a reasonable opportunity to join the Union or pay the said amounts and has refused and failed to do so.

B. All money, union dues, assessments, and contributions deducted for the Union by the Employer shall be forwarded to the Secretary Treasurer of Michigan AFSCME, Council No. 25, by the 10th day of the following month, along with a list of names indicating the employees from whose wages these deductions were made.

C. The employer agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## REPRESENTATION — ARTICLE 4

A. The Union shall be represented by the following Committees and Stewards:

1. Stewards
  - a. One (1) Steward for each of the following: Clerical Staff and Maintenance Staff.
  - b. One Chief Steward.

B. Committees: The Union shall be represented by the following Committees:

A Bargaining Committee and a Grievance Committee.

C. Committees shall be limited to no more than five (5) members or less.

The Stewards or an aggrieved employee, after discussing the matter with his Section Steward, may request the Chief Steward's assistance at any time on matters of grievances within his or her section. The Chief Steward will not normally enter into any Section Steward's grievance procedure until requested by the said Section Steward or aggrieved employee.

D. Representatives of Local, Council, and/or the International Union may be present at all meetings between Management and the Union.

E. The Chief Steward shall be a member of all committees.

1. The Section Stewards and the Chief Steward, upon request by the Section Steward or aggrieved employee, shall be allowed by their immediate supervisors sufficient time to handle legitimate labor grievances during working hours, provided that the Township would provide such replacement if necessary, within a reasonable time of the request.
2. Any Steward who attends meetings with the Employer during working hours shall be paid at his or her base rate of pay.
3. Any committee member who attends meetings with the Employer during working hours shall be paid at his or her base rate of pay.
4. Two employees of those employees on duty will be permitted to attend the general membership monthly meetings, with a two hour limit on the said attendance by the employees so long as personnel are on duty to permit the absence.

F. The Union shall notify Management of the names and addresses of all stewards and committee members; and unless Management is so notified, Management is under no obligation to recognize the said committee member or steward for any purpose.

**REPRESENTATION — ARTICLE 4 (Page 2)**

G. A Chief Steward or Departmental Steward shall be granted the privilege of conversing with any Union member provided, however, that the Chief Steward or Departmental Steward has secured permission from his immediate supervisor. Permission shall not be unreasonably withheld.

H. The Chief Steward shall be entitled to work on the shift which has the largest percentage of employees, so long as there is work on that shift in the classification held by the Chief Steward.

I. The Chief Steward shall have top seniority for layoff purposes only, while serving in the capacity of Chief Steward.

J. The Union shall be allowed a total of five (5) days off with pay to attend functions of the International or State Union, Relative Retirement Conference or Local Union business. These days will be distributed among the Union Representatives or officials, but shall not be cumulative from year to year.

K. The Chief Steward shall be allowed two (2) hours of release time per week to investigate grievances. Said time to be exclusive of special conferences, arbitrations, and negotiation meetings.



## **SPECIAL CONFERENCES — ARTICLE 5**

Special conferences for important matters may be arranged between the Union and the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such meetings shall be made by mutual consent, in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Discussions at such meetings shall be confined to the agenda. Members of the Union shall not lose any pay for time spent in Special Conferences. A Special Conference will be arranged within ten (10) days of the date of the request.

## **PROBATIONARY PERIOD — ARTICLE 6**

A. All new employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. After new employees have finished their probationary period, they shall be entered on the seniority list and shall rank for seniority from the first day of employment and shall be entitled to all benefits of this agreement. Unexcused absences for a period of time equal to the number of days already worked terminates a probationary employee, and if the employee is rehired, he must begin the probationary period anew.

B. If a probationary employee is injured on the job before completing his probationary period and it is determined he is entitled to receive Workmen's Compensation as a result of said injury, such employee's probationary period shall stop as of the date of the injury. During such time that the employee is off work as a result of a compensable injury, he shall not be entitled to any benefits of this Collective Bargaining Agreement. When such employee is able to return to work in his former position and perform the duties of it, he shall then start a new probationary period, and at the end of the ninety (90) days, he shall have a seniority date of the beginning of this latter ninety (90) day probationary period only.

C. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification to include Classification, Rate of Pay, Name, Address, and Phone Number. Notification to be sent to the Chief Steward.

## SENIORITY — ARTICLE 7

- A. All employees who complete the probationary period shall be placed on the seniority list and shall rank for seniority from the first day of employment.
- B. Seniority will be broken only for the following:
1. Discharge. (If upheld after all grievance and legal procedures have been exhausted.)
  2. Voluntary quit.
  3. Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notice to the employee by registered mail to the last known address informing the employee he or she has lost their seniority and their employment has been terminated. In proper cases, exceptions may be made by the Employer. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
  4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
  5. Failure to return from sick leave or leave of absence will be treated the same as number three (3) above.
  6. Employee retires.
  7. Is laid off for a period longer than the total seniority at time of layoff.
- C. Procedure for the reduction of the working force:
1. When employees are removed from a classification within a department for the purpose of reducing the working force in that classification in that department, the employees with the least seniority in the affected classification in that department shall be removed first, provided that the employees remaining in the classification have the ability to perform the work available.
  2. A removed employee shall be transferred, conditioned upon ability to perform the work available, in the following order of priority:
    - a) To a vacancy, if any, in the same classification in another department.
    - b) To a vacancy, if any, in another classification in the same pay grade within the department.
    - c) To replace the employee with the least seniority in the same classification, if any, within the bargaining unit.
    - d) To replace the employee with the least seniority in another classification in the same pay grade, if any, within the bargaining unit.
    - e) To a vacancy, if any, in a classification assigned to the next

## SENIORITY — ARTICLE 7 (Page 2)

- lower pay grade within the department.
- f) To a vacancy, if any, in a classification assigned to the next lower pay grade within the bargaining unit.
  - g) To replace the employee with the least seniority, if any, in the classification assigned to the next lower pay grade within the bargaining unit.
3. An affected employee not transferred as provided in two (2) above shall have the procedure set forth in 2(c), (d), (e), (f), and (g), applied to classifications assigned to each succeeding the next lower pay grade until he is transferred or laid off.
  4. The procedure set forth in two (2) and three (3) above shall be applied for an employee who is replaced as a result of the application of the above procedures until he is transferred or laid off.
  5. In applying the above procedures, probationary employees shall be removed from the affected classification or replaced, as the case may be prior to removing or replacing full-time non-probationary employees.
  6. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon his having the ability to perform the work available. An employee exercising this option does not become a temporary employee.
  7. The employees will be allowed to waive their seniority rights, if they so desire. Employees who waive their seniority rights will only be called back to their classification and their department from which they were laid off.
  8. When employees are on lay-off the Township will not contract out the services which employees laid off could perform with the following exceptions:
    - a) This does not prohibit the Board from continuing any contractual services they are contracting for, except students will not be retained when employees are laid off.
  9. Any employee moved to a lower classification due to a reduction in the work force in their current classification will be placed on the salary schedule at the indicated rate for that lower classification within the same step. The date for the employee step increase remains the same as prior to the reduction in classification.
  10. Layoff Defined
    - a) This term refers to a reduction in the number of employees within a given department within the bargaining unit.
    - b) Lay-Off Priorities. In the event of a permanent or tempo-

**SENIORITY — ARTICLE 7 (Page 3)**

rary lay-off, employees will be laid off in the following order within their department.

1. Casual Employees
2. Temporary Employees
3. Probationary Employees
4. Part-Time Employees with less than five (5) years seniority
5. Full-Time Employees and Part-Time Employees with more than five (5) years seniority

c) Lay-Off Notification. In the event of a lay-off, employees shall be notified, in writing, by the employer at least five (5) days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.

11. Employees on layoff shall retain seniority rights accumulated at the time of layoff.

12. Notice of recall from layoff shall be sent by registered mail to the employee's last known address. The employee shall have five (5) days to report for work after receiving proper notice of recall. Any employee who does not report for duty after notification shall waive all rights. It shall be the employee's responsibility to keep Management informed of any change of address.

13. Seniority employees shall have the right to recall from layoff for a period not to exceed their total seniority at the time of layoff.

14. No new employee shall be hired to fill a position while a regular employee is laid off and elects to take such position, if qualified.

**D. Reduction of Hours.**

Any reduction of the hours worked shall be based on seniority, the least senior employee in each classification to be affected first.

E. Any employee of Ypsilanti Township within the bargaining unit who shall accept advancement of a position exempt from the bargaining unit hereunder shall retain all prior accumulated seniority and; should such employee subsequently return to a position within said bargaining unit, such accumulated seniority shall be restored to such employee.

F. Subcontracting. The Employer agrees that they will not lay off or displace employees or reduce the size of the bargaining unit due to subcontracting.

G. Shift Preference. Seniority with regard to shift preference by seniority shall apply only to shift changes opening after ratification of this agreement and shall not apply to present shift schedule for employees in effect on the date of ratification.

H. Re-Hire. If an employee has a minimum of two years seniority and voluntarily terminates and is rehired within two years, he or she shall start at the rate of pay at time of termination along with his longevity steps and seniority up to time of termination.

## LEAVES OF ABSENCE — ARTICLE 8

A. A personal leave of absence may be granted for a justifiable cause. Any employee who wishes a leave of absence shall sign a leave form stating the time and reasons for the leave. Such request shall be submitted in writing to the Manager or Supervisor of the Department for which he works. The Manager or Supervisor shall forward the request to the Township Board at its next regular meeting with a recommendation for approval or disapproval. Leaves of absence granted by the Township shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of one year, except in the event that an employee should elect to run for a political office and be elected. Such employee shall have the right to a leave of absence for the period of time covered by the elected position. Benefits to the employee under this contract cease at the time the leave of absence commences except as provided in Section C. Benefits such as sick leave, vacation time, and rights under the pension plan, accumulated prior to the leave of absence shall be maintained until the employee returns to work. However, the employee shall retain his accumulated seniority as of the date that the leave of absence begins. An Employee on leave of absence shall not accumulate seniority while on leave of absence from employment.

B. Leave without pay for a short period of time not to exceed 30 days may be granted to an employee for a justifiable cause. Any employee who wishes to take a leave without pay must sign a leave slip with the number of days of leave requested and the reason for such leave. The employee must secure the prior written approval of his immediate supervisor before taking such leave.

C. Subject to, and consistent with the Group Health Insurance Plan and Group Life Insurance Plan, coverage of these plans will be continued for an employee on leave of absence or leave without pay for the first 30 days of the leave. After this period, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Township.

D. Military Leave will be in accordance with Federal and Michigan State Laws. Any employee who belongs to the Military Reserve and is required to go to camp for training during the year, such employee shall be given Leave with Pay of the difference the employee received from the Military for a maximum of two (2) weeks unless additional time is granted by action of the Township Board.

E. Medical Leave. Any employee who becomes unable to work because of illness or injury shall have the right to be placed on Medical Leave. The employee shall request this leave in writing and shall provide Management with a doctor's certification stating that the em-

## LEAVES OF ABSENCE — ARTICLE 8 (Page 2)

ployee needs additional time to recuperate from his or her illness. The Medical Leave shall be granted to the employee based on the recommendations of the employee's physician as to the time required. In the event the Medical Leave granted is not sufficient time, it shall be the responsibility of the employee to present Management an additional doctor's certification requesting additional time for each thirty (30) days after the original Medical Leave has expired. Such additional time shall be granted on the recommendation of the employee's doctor. During the time an employee is on Medical Leave without pay, the employee shall, however, continue to receive all benefits under the contract, including accumulation of sick time and vacation time for a period of one year. After an employee has been on Medical Leave without pay for one year, the only fringe benefits the employee shall receive are Paid Hospitalization Insurance, Paid Life Insurance, and the employee shall continue to accumulate seniority until such time as the doctor or doctors authorize the employee to return to work or it becomes known that the employee will not be returning to work. During any extended period of time when an employee is on Medical Leave, Management shall have the right to request that such employee be examined by the company physician to determine the feasibility of such Medical Leave. If an employee, while on Medical Leave, is found to be working in another position for another employer for pay, his employment with Ypsilanti Township shall be terminated immediately. The employee shall be notified by certified mail of his or her termination.

F. Duty Disability Leave. Any employee who has completed his probationary period and has been placed on the seniority list as a full-time regular employee and who suffers injury compensable under the Workers' Compensation Act; after the first week's compensation, shall be paid the difference between his or her weekly base rate of pay at the date of injury, and any payment received under the provisions of the Act for a period of two (2) years. If the Workers' Compensation payment is reduced because of appeal or settlement, the amount owing from the Employer shall be reduced by the same percentage. After two (2) years, if the employee is disabled, he shall receive disability pay equal to the difference between 66⅔% of his base rate of pay and the amount he receives from Workers' Compensation for a period of four (4) years. At the end of this 6-year period, if the employee is still unable to return to work, he shall be placed on an unpaid medical leave. The employee shall not receive any benefits or accumulate any benefits while on the unpaid medical leave except as provided within this section.

As long as the employee is eligible and receives Workers' Compen-

### LEAVES OF ABSENCE — ARTICLE 8 (Page 3)

sation payment, the Township shall continue health insurance coverage. After the above 6-year period, the life insurance coverage may be continued by the employee paying the premium; or the employee, at his/her option, may be covered by a \$2,000 death benefit to be paid by the Township. This benefit shall continue as long as the employee is eligible and receives Workers' Compensation.

If the employee's claim is redeemed or the employee takes a duty disability retirement, this will end all obligation of the Township to provide fringe benefits or payment to the employee in this section.

Time taken off for this duty disability leave shall not be deducted from the employee's accumulated sick leave bank.

G. Employees after three (3) consecutive days absence due to illness shall be required to submit a report from their doctor indicating that the employee is physically able to return to work.

H. Funeral Leave. The employee shall be granted funeral leave with pay when he/she suffers a death in the immediate family. The employee shall receive leave with pay for up to four (4) days, depending on the date of the request for the leave. The leave shall end on the date of the funeral and is for the purpose of attending the funeral service, and the employee must submit verification of this fact. A member of his/her immediate family shall be: step-parent, spouse's parent, grandparent, spouse's grandparent, grandchild, brother, sister, brother-in-law, sister-in-law (brother-in-law and sister-in-law shall be the wife or husband of your brother or sister or the brother or sister of your spouse), aunt or uncle of the employee in a direct blood relationship, and great grandparent. The four (4) days leave will not be deducted from the employee's accumulated sick leave. Further, one (1) additional day will also be granted, provided the employee has to travel more than two hundred fifty (250) miles to attend the funeral, this day to be deducted from the employee's sick time. Any additional time for bereavement shall be granted upon the employee's request from the employee's sick leave, vacation, personal days, or leave without pay.

Should the death be of the employee's parent, spouse, or child, the leave shall end on the day after the funeral if that day is a workday. If the day after is not a workday, the leave shall end on the day of the funeral.

An employee who has a death in his/her immediate family during a vacation period must notify his/her supervisor immediately upon receiving notice of the death and shall have up to four (4) days of his/her remaining vacation rescheduled at a later date, provided that the employee attends the funeral service and provides verification

of this fact to his/her supervisor.

I. Maternity/Child Care Leave. The provisions of Section D, Medical Leave, shall apply to any employee who exhausts her sick days and sickness and accident benefits or who chooses not to use her sick leave and is disabled as a result of pregnancy, termination of pregnancy or childbirth. Should an employee be able to return to work after the childbirth but desire a leave to care for the newborn, such leave shall be administered according to the provisions of Section A of this article as a Personal Leave of Absence.

#### **JOB POSTING, VACANCIES AND TRANSFER — ARTICLE 9**

A. It is realized by both Management and the Union that certain skills and certain qualifications are necessary to accomplish the job we are responsible for in serving the Township. Therefore, it shall be considered reasonable in the event an employee does not meet the minimum qualifications for any job posting, Management shall have the right to disqualify such employee subject to representation of the employee by the Union in evaluating reasons for disqualification. An employee who bids on a job posting, is awarded the job, and who successfully completes his probationary period in the new position shall remain in that position for a period of one year and shall not have the right on another job of the same classification and pay grade or a lower classification and pay grade for such period of time indicated. The employee shall have the right to bid on a job opening which shall result in an upgrade in classification and pay grade.

When a regular, full-time position becomes vacant, management will meet with the Union within 10 days to discuss filling the vacancy. Once the meeting is held, Management will determine within 20 days whether the position is to be filled. If the position is not going to be filled at that time, then Management will notify the Union within five working days of the reason for not filling the position. If the position is to be filled, the posting of the position will be made as soon as possible.

Postings shall be on bulletin boards where they can be seen by all employees. Job descriptions for all posted jobs shall be posted for five (5) working days. All employees shall be entitled to take any examination required for such job openings and shall be awarded the position without meeting all technical qualifications posted and upon showing ability to perform the job. Job Awards shall be made within ten (10) working days after examinations or posting if no examination is required. The senior applicant who meets the minimum qualifications shall be awarded the position; except that the classification of Laborer shall be as follows:



**JOB POSTING, VACANCIES AND TRANSFERS — ARTICLE 9 (Page 2)**

When a full-time permanent laborer's position becomes open in any given area of work, Management shall post on the bulletin board that such position is open. Laborers may request transfer to that position. However, applicants requesting transfer must have shown some ability to be able to perform the work at the new location. Seniority and qualifications shall be considered in granting the requests for transfer. Management reserves the right to deny such request for transfer for reasonable and just cause with the employee having the right to challenge Management's position under Article 9, Paragraph E. From the general laborer pool, Management shall have the right to send employees to various areas in the Township to perform work that is necessary under their classification.

B. There shall be a 90-day qualifying period for all job postings. On the ninety-first day of employment in the new position as a result of job bid, the employee shall be deemed qualified and paid the rate for such classification. Employees filling a position by job bid during the ninety day qualifying period shall be paid 50% of the difference between the new classification and the former classification above their former base rate.

Management shall not be held to the ninety-day period if it is determined that the employee's ability is obviously lacking and that he or she cannot qualify for the position. In the event that an employee does not qualify in the new position as a result of job bid, such employee shall be returned to his or her former position without loss of seniority or bias. Management will notify the employee and the Union in writing the reasons for disqualification. Any employee who is disqualified within the ninety-day qualifying period shall have recourse to the Grievance Procedure and/or a special conference.

C. The Chief Steward shall be sent a copy of all job postings.

D. Time limits as set forth in this article may be extended by mutual agreement. Such extensions shall be stipulated in writing and signed by both the Union and Management, with copies to both parties.

E. In all cases of involuntary demotions or involuntary transfers, the employee shall have the right to an open hearing before a Representative of the Township Board before transfers and demotions are made, provided the employee files objections within three (3) working days after the date of notification or the demotion or transfer. The employee shall be entitled to present witnesses and evidence at all such hearings and shall be entitled to be represented by the Chapter, Council and/or the International Union.

## **DISMISSAL PROCEDURE — ARTICLE 10**

Dismissal shall be only for just and stated cause with the employee having the right to defend himself against any and all charges. The Township shall notify the Union in writing of any discipline or discharge of an employee. An employee may be suspended and subject to discharge pending an investigation and meeting between the Township Representative and the Union Grievance Committee. It shall be the responsibility of the Union to request such meeting be held. Request for a meeting may be made by a phone call to the Department Head or in the absence of the Department Head, to any member of the Township Board. Such meeting shall take place within two (2) working days after the employee has been suspended. In the event the results of investigation and meetings herein do not settle the issue, the Union shall have the right to refer the matter to the Grievance Procedure at the level of the Township Board, and shall proceed under the Grievance Procedure until a settlement has been reached.

## GRIEVANCE PROCEDURE — ARTICLE 11

A. Crucial to the cooperative spirit with which this agreement is made between the Union and the Township, is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should an employee, or group of employees, or the Union feel that their rights and privileges under this agreement have been violated, the Steward shall be consulted.

The aggrieved employee and his Union Steward shall present the facts to the employee's immediate supervisor within five (5) working days of the date of the events giving rise to the grievance or the date the employee should have known of these events, but in no case shall a grievance be honored if presented to the supervisor more than 30 calendar days after the date of the events giving rise to that grievance.

B. Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union shall within five (5) working days submit the facts of the grievance in writing to the department head or manager. The department head or manager shall within five (5) working days reply to the Union in writing giving his decision.

C. Should the Union decide that the reply of the Department head or manager is unsatisfactory, the Union shall within five (5) working days submit the facts of the grievance in writing to the Township Representatives. The parties shall arrange for a meeting between the Union Representatives and the Township Representatives within five (5) working days for negotiation of the issue. If the issue remains unsettled within ten (10) calendar days, the Union may request arbitration. Failure to so request arbitration within ten (10) calendar days from denial of the grievance by Management shall be conclusive that the Union accepts Management's last answer.

D. Selection of an arbitrator to be made through the American Arbitration Association in accord with the policies of the American Arbitration Association and both parties agree to furnish all papers and information necessary for the selection of an arbitrator.

E. It shall be the duty of the arbitrator selected to establish a date, time and place for the hearings to take place and notify all parties concerned.

F. The arbitrator shall within thirty (30) days after the hearing has been concluded render a decision and notify all parties in writing of the decision. The decision of the arbitrator shall be final and binding on all parties and any provisions of the arbitrator's decision shall be implemented immediately.

**GRIEVANCE PROCEDURE — ARTICLE 11 (Page 2)**

G. During the procedures of Grievance or Arbitration, such evidence and witnesses may be presented as deemed necessary by either party involved.

H. Cost of the arbitrator's fee shall be equally divided between the Union and the Township and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such cost.

I. Any Union grievance concerning the application or interpretation of the contract shall be taken up at the level of the Township Representatives and shall then follow the Grievance Procedure until a settlement is reached.

J. Time limits as set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract, with copies to all parties involved. Failure of the Union to progress the grievance to the next step within time limits set out therefor, shall constitute a settlement of the grievance in accordance with Management's last answer; and failure by Management to answer within time limits set out therefor, shall constitute a granting of the grievance in accordance with the last request of the Union. Employees who are suspended for six or more days or are discharged shall be entitled to a hearing before the Township Representative within two (2) working days as defined in Article 10, Dismissal Procedure, and if not settled shall be entitled to a hearing before the Township Board within ten (10) calendar days and if not settled, the matter may be referred to Arbitration by the request of either party to the grievance.

K. The parties hereto may make any other arrangements by agreement in written form if both parties so desire; neither party is obligated to agree to any other arrangements and shall suffer no prejudice by refusing to agree to any other provisions other than those set out as the grievance procedure herein.

L. It shall be the responsibility of the arbitrator to make a determination as to whether or not the employee has been treated fairly and as to whether or not the employee has treated his Employer fairly. The arbitrator shall strive not to render a split decision in the case of arbitration. However, if a split decision is rendered, it shall be the responsibility of the arbitrator to set forth in writing in his decision the exact terms and conditions of his decision, specifically in detail any back pay, seniority, vacation time, sick leave, or any other fringe benefit of the contract, taking each item separately. He shall further spell out what penalties are applicable in relation to the disciplinary action

**GRIEVANCE PROCEDURE — ARTICLE 11 (Page 3)**

taken by Management against the employee and to what degree. This arbitrator's decision shall be so written that it shall not be necessary for either party of this agreement to ask for a clarification of the decision. Time limits as set forth in the grievance procedure shall be strictly adhered to unless both parties of this contract have mutually agreed in writing to extend or waive such limits. The arbitrator shall not have the right to determine that the time limits in any particular case do not apply, but shall rule strictly on the fact of whether or not the time limits have been met in filing of the grievance and in the answers to the grievance through the entire grievance procedure. In the event the Union or Management shall fail to comply with the answers within the time limits as set forth, they shall forfeit their rights and the decision shall be made in favor of the opposing party by the arbitrator.

## WORKWEEK — ARTICLE 12

A. The workweek shall consist of five (5) days per week starting at 12:01 a.m. Monday and ending at 12:00 midnight the following Friday. There shall be a paid lunch period of 1 hour for clerical employees and ½ hour unpaid for all other employees. The workday shall be 9:00 a.m. until 5:00 p.m. for clerical employees. The workday for all other employees shall be established as per past practice.

B. During the entire month of July of each year, the above work schedule of each department shall be changed to a workweek of four (4) consecutive ten (10) hour days between Monday and Friday for a total of 40 hours per week for each employee. The work schedule shall be Monday through Thursday and Tuesday through Friday. The Employer will, prior to July 1 of each year, post the specific 10 hours that will be worked by each department and the number of employees that will be needed to work the Monday through Thursday and the number needed to work the Tuesday through Friday schedule in each department. The employees will then be allowed to pick the particular schedule they prefer by seniority provided that on each schedule there will be employees qualified to perform the jobs required.

C. At other times during the year, the Employer may change the normal work schedule to the above work schedules provided it gives the Union two weeks notice of said change. The notice to the Union shall be posted and shall contain the following information: (1) The specific department(s) or employees whose workweek will be altered, (2) the date on which this new workweek will begin, (3) the date it will be changed back to the normal schedule, (4) the number of employees who will be needed on each schedule, and (5) the specific hours that the employees on each schedule will work. After this notice has been posted, the employees will then be allowed to choose the particular schedule they prefer, by seniority, provided that on each schedule there will be employees qualified to perform the jobs required. The determination in this section as to when the workweek shall be altered and the specific hours to be worked shall be made at the discretion of the Employer.

D. During any period in which the above work schedule is in effect, the employees shall receive 1½ times their regular rate for all hours worked over 10 in any one day, over 40 in any week or worked on Saturday, and double their regular rate for all hours worked over 48 in any week or worked on Sunday. During a period of an altered workweek, fringe benefits shall continue to be calculated on an hourly basis so that sick days, personal days and vacations occurring during this period shall be calculated as 10 hours if taken on the employee's

**WORKWEEK — ARTICLE 12 (Page 2)**

scheduled workday. Holiday pay shall continue to be paid on a basis of 8 hours times the employees' regular hourly rate for all holidays. During a period of an altered workweek, seasonal employees shall be allowed to work the specific work schedule of their department.

E. If a holiday falls on or is observed on a Monday during the period of an altered workweek, those employees on the Monday through Thursday schedule shall have Monday off as the holiday as the Township offices will be closed. Those employees on the Tuesday through Friday schedule shall have Tuesday off as a holiday although the Township office will be open.

If a holiday falls on or is observed on a Friday during the period of an altered workweek, those employees on the Monday through Thursday schedule shall have Thursday off as the holiday although the Township offices are open. Those employees on the Tuesday through Friday schedule shall have Friday off as a holiday as the Township office will be closed.

F. The Union or the Employer may request to renegotiate the provisions of Section B of this article during the course of the Contract if the altered schedule is not feasible for either party.

### OVERTIME AND PREMIUM PAY — ARTICLE 13

A. Overtime. Time and one-half shall be paid for all hours worked in excess of eight hours per day or forty hours per week. This provision shall not apply during the period of an altered workweek as provided in Article 12. Double time shall be paid for all hours worked in excess of sixteen hours per day or forty-eight hours per week.

1. Overtime hours shall be divided as equally as possible among employees in the same classification. An overtime list shall be kept in each department for a period of six months. The six month period shall run from January 1 through June 30 and July 1 through December 31. Initial overtime shall be rotated according to this list with the employee in the affected department and in the classification needed for overtime with the least number of overtime hours receiving the assignment first. If employees have an equal number of overtime hours, the most senior employee will be asked first.

2. Employees in other classifications may be called if there is no one in that classification that accepts the overtime. If no employee in the department affected accepts the overtime, the Employer shall go outside the department in offering the overtime to other employees with the lowest number of hours and the clear ability to perform the assignment being offered the overtime first. Then proceeding up the list until an employee accepts the assignment.

Employees not wanting overtime will be removed from the list upon written notice from the employee. Nothing herein will require management to call clerical for non-clerical work or maintenance for clerical work.

3. For purposes of this equalization provision, overtime does include hours worked when an employee is called in for emergency duty (call-in) not scheduled in advance and not continuous with the employee's regular work period. For the purpose of this clause, time not worked because the employee did not choose to work or could not be located after reasonable effort on the part of the supervisor, will be charged the average number of overtime hours of the employee during the overtime period.

4. Job Classification Change. The employee shall maintain his present overtime hours from the previous classification.

B. Premium Pay. Any employee regularly assigned to the afternoon shift shall receive premium pay of fifteen (15) cents per hour for the afternoon shift—twenty-five (25) cents for midnight shift. This is to include any employee asked to relieve the regular employee for any reason.

C. Overtime. Employer agrees to pay time and one-half for work on Saturday and double time for work on Sunday.



D. It is hereby agreed that Article thirteen (13) of the Collective Bargaining Agreement shall remain the same with the understanding that the following areas shall be designated "Township Departments" as that term is used in the contract.

Assessing Office  
Treasurer's Office  
Public Service/Purchasing  
Building  
Clerk's Office  
Recreation  
Accounting  
Ordinance

#### **REPORTING AND CALL-IN TIME — ARTICLE 14**

A. Reporting Time: Any employee reporting for work in their regular shift who is sent home through no fault of their own shall be paid four hours pay at the regular rate of pay.

B. Call-In Time: Payment of two hours minimum time at the rate of time and one-half, or double time, applicable to the hours during which the work is performed, shall be made to any employee who has been called in to work for call-in time, however, they shall be required to remain on the job until repairs have been made and normal operation has been restored. Call-in time shall be paid to any employee who has been called in to work before or after working hours, or on Saturday, Sunday, or Holiday.

#### **UNIFORMS — ARTICLE 15**

Uniforms shall be furnished and cleaned. The Township shall furnish each employee, where needed, with four (4) uniforms per week. The Employer shall have the right to determine the quality of uniforms to be provided and shall further have the right to engage any uniform company that they choose for the service of providing uniforms and laundry service. It shall also be the right of Management to enter into a contract with a uniform or laundry service for at least the period of time of the Union contract. The Employer and employees agree to use their best efforts to secure the best uniforms and services at the best possible costs.

#### **JURY DUTY — ARTICLE 16**

The Township agrees to pay the difference the employee will receive as a juror and the regular base rate of pay which the employee would normally receive from the Township. In order to collect under this Article, the employee must deliver any check or funds he receives from any source to the Township for photocopying and the Township will then deliver an additional check for the difference between the check or funds received and the employee's regular base rate of pay to the employee.

### **PAID HOLIDAYS — ARTICLE 17**

A. All employees shall have the following holidays off with pay: New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the date after Thanksgiving, Christmas Eve, Christmas Day.

B. Employees shall be paid a regular day shift pay based on an eight hour day for said holidays.

C. Holiday pay, eight hours, shall be considered as time worked in computing the forty hour week, but for no other purpose. If the holiday falls in an altered workweek as defined in Article 12, the employee will receive credit for 10 hours worked in computing the forty hour workweek although they will still receive 8 hours holiday pay.

D. Employees required to work on a holiday shall be paid double time for all hours worked, plus holiday pay. However, only eight hours holiday pay shall be allowed in computing the forty hour workweek.

E. Should two holidays occur in succession on Saturday and Sunday, the Friday before the holiday and the Monday following the holiday shall be observed as the holiday; however, the employees must work the last scheduled working day before and the first scheduled day after each holiday in order to qualify for holiday pay, unless the employee has received an excused absence from Management prior to the holiday.

### **PAY DAYS — ARTICLE 18**

A. Township employees, including office employees will be paid weekly. Fridays shall be designated as pay day. Day shift shall be paid by 10:00 a.m. Friday morning and the afternoon shift shall be paid on Thursday evening, whenever possible.

### **COFFEE BREAK — ARTICLE 19**

A. All employees shall have a fifteen (15) minute coffee break for every four (4) hours worked. Coffee break time—subject to the approval of the employee's immediate supervisor.

## VACATIONS — ARTICLE 20

A. Paid vacations for all employees shall be as follows:

| <b>Years of Seniority as of<br/>Anniversary Date</b> | <b>Number of Hours of<br/>Paid Vacation</b> |
|--|---|
| After 6 months                                       | 40 hours                                    |
| After 1 year   | 80 hours                                    |
| After 5 years  | 120 hours                                   |
| After 10 years                                       | 144 hours                                   |
| After 15 years                                       | 160 hours                                   |
| After 18 years                                       | 200 hours                                   |

Management agrees that an employee may take 40 hours of vacation after six months of employment. However, the 40 hours of vacation, if taken, shall be charged against the 80 hours credited to the employee's bank after one year's seniority.

B. In scheduling of vacation periods, preference shall be given to senior employees. All vacation time is subject to the approval of the employee's immediate supervisor.

C. Effective January 1, 1987 all employees shall be required to take all vacation time earned after that date within eighteen (18) months after the date on which they become eligible for the vacation time. Any unused vacation time shall be paid to them at a 50% rate at the end of the eighteen (18) months. Any vacation time accrued prior to January 1, 1987 may be taken by the employee or be paid to him/her when he/she leaves employment with the township. Should an employee be denied a specific vacation request by his/her supervisor the employee shall notify the Personnel Director and the employee shall be given another year (12 months) in which to take this vacation time.

D. Should an employee become ill to the extent that he is incapacitated and unable to take a scheduled vacation, such employee may have that vacation period cancelled and rescheduled provided that he gives his supervisor notice of his illness no later than the end of his shift on the first day of his scheduled vacation. The employee may have these days charged to his sick leave provided that he returns to work with a doctor's certificate for the days on which he claimed to be ill.

## SICK LEAVE — ARTICLE 21

- A. Sick leave with pay shall be given to all employees who have completed the probation period. Sick leave shall be granted at the rate of one eight hour day per month of seniority from the date of employment.
- B. Sick leave shall be considered as time worked in computing the forty hour week, but it is not to be considered as time worked in order to qualify for premium pay.
- C. There shall be no limitation on the amount of sick leave days that an employee may accumulate.
- D. Employee is required to notify his or her supervisor or Personnel Director each day the employee is taking off on sick leave. An exception to this procedure shall be if an employee is hospitalized; he shall not be required to notify Management that he will be off each day. Employees shall notify their immediate supervisor promptly if they will be on sick leave. Promptly shall mean that the employee shall notify his Employer before the start of his shift. Employees who constantly fail to notify their Employer promptly that they will not be coming to work because of sickness may not be paid sick leave pay. Proper exceptions to this procedure shall be considered based on the individual's circumstances.
- E. Each employee shall be paid for one-half of his or her accumulated sick leave days when leaving the employment of the Township, with the maximum number of days to be paid fixed at fifty (50) days.
- F. Three (3) consecutive sick leave days may be taken before a physician's certificate is required by your immediate supervisor.
- G. Sick leave time is to be used for sick leave only and is not to be used for added vacation time or for personal business. If it is found that an employee continually violates the use of sick leave in relation to its purpose, Management will take disciplinary action. Any time taken off under the pretext of sickness when an employee does not have sick time shall be considered an unapproved time off unless the employee returns to work with a doctor's certificate stating that it was necessary for him to be off work on leave without pay.
- H. Management shall have the right to establish the procedures and programs for sick leave as deemed necessary for the permanent records of the Township.

### **SICK LEAVE — ARTICLE 21 (Page 2)**

I. Employees shall be granted two eight hour days as personal leave for personal business. Personal leave days shall be subject to the prior approval of the employee's immediate supervisor. In an emergency, personal days may be taken by contacting the supervisor by phone and receiving approval.

J. Any sick time accumulated over one hundred (100) days will be paid annually to the employee.

### **HEALTH INSURANCE — ARTICLE 22**

A. The Township will provide semi-private hospitalization insurance for the employee and the employee's family.

B. The Township agrees to pay for total cost of Blue Cross Health Insurance, including a Master Medical Provision with a \$2.00 drug rider.

C. The coverage of the employee's family shall include the employee, employee's spouse and dependent unmarried children under 25 years of age.

D. The Township shall pay for semi-private room.

E. The Township agrees to pay, upon receipt, the first five dollars (\$5.00) cost on each x-ray.

F. The above coverage shall continue for all employees who retire at age sixty (60) years. Such benefit shall cease at such time as the employee is eligible for Medicare. When an employee is eligible for Medicare, the Township shall provide the Blue Cross/Blue Shield Medicare tie-in until employee's death.

Should an employee retire prior to age 60, the coverage provided under this Agreement for employees shall be continued by the employee reimbursing the Employer the premium involved in the extension. At age sixty, the benefits in the above paragraph shall become effective.

G. The Township shall provide a 50/50 co-pay optical plan for employees.

H. An employee who leaves his employment with ten (10) years of seniority may keep his or her group health insurance coverage in effect by paying the applicable premium in advance to the Township.

I. The Employer shall provide Delta Dental coverage according to the Delta Dental contract.

J. The Employer shall provide a sickness and accident policy for each employee. This policy shall pay benefits of  $66\frac{2}{3}\%$  of the employees' current hourly wage for 52 weeks. The provision of this policy shall take effect and pay benefits to the employees when the employees have been disabled for thirty (30) calendar days after the last day worked for the Employer.

K. The Township shall provide each bargaining unit member with the option of selecting their health insurance carrier. The selection will be on an annual basis, if allowed by the carrier, and must be done prior to March 1 of each year. The selection shall be made from the current Blue Cross policy and an HMO selected by the employer and union. The employer, however, shall not be required to make payments for alternate health coverage above the current Blue Cross premium amount. Should the employee wish to participate in the HMO, any increase in cost above the Blue Cross premium shall be paid by the employee through payroll deduction.

L. The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse. These employees who chose to withdraw shall receive annually a \$400 cash payment in lieu of health insurance. This payment shall be made in two installments: one in March and one in October. To participate in this plan, the employee must notify the employer prior to March 1 of each year and provide verification of the alternative coverage. If for any reason the employee loses their alternative coverage, they shall notify the employer immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. If for any reason, their plan shall jeopardize the tax exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

**LIFE INSURANCE — ARTICLE 23**

- A. The Township shall pay the full cost of providing term life insurance to all employees in the amount of \$30,000.00 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.
- B. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty days. Conversion of the policy from group plan must be done by the employee with the Township assuming no responsibilities for such conversion.
- C. Employees who retire after signing of this contract shall be covered by paid life insurance in the amount of \$5,000.00, death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Township Board.
- D. Management agrees to pay the total cost of life insurance.
- E. The benefits of this article shall become effective when the Township is able to complete an agreement with the insurance carrier for the additional amounts.

**EMPLOYEES' PENSION PLAN — ARTICLE 24**

- A. Effective April 1, 1988, the Michigan Municipal Employee's Retirement System (MERS) shall be increased to the B-2 level. The increased cost of the pension plan shall be paid by the employees pursuant to the following formula: If the actual pension payments of the MERS pension plan for Township Employees increase above 9% of the employee payroll, then the percentage increased shall be deducted starting in the next quarter from the employee's pay. Subsequent increases above 9% shall likewise be deducted up to a cap of 3.06%. The unfunded liability on the fund is to be amortized over 17 years. When this amortization is completed, the cap shall be reduced to 2.02% of the employee's pay.
- B. An employee shall be allowed to retire at the earliest date that he would qualify under the pension plan.

**LONGEVITY PAY — ARTICLE 25**

All employees shall receive eight cents per hour for each step.

|           |           |
|-----------|-----------|
| 30 months | .08 cents |
| 5 years   | .08 cents |
| 10 years  | .08 cents |
| 15 years  | .08 cents |
| 20 years  | .08 cents |
| 25 years  | .08 cents |
| 30 years  | .08 cents |

All employees shall receive longevity pay as per schedule as each employee completes the number of years of service required to qualify for longevity pay, or additional longevity pay, such pay shall be added immediately to his or her hourly rate or salary for each step of the schedule.

**CLASSIFICATION — ARTICLE 26**

- 5 Floater/Clerical
- 6 Clerk I
- 7 Clerk II
- 8 Clerk III and  
Assessor Clerk II
- 9 Secretary and Accounting Clerks (effective January 1, 1988)
- 10
- 11 Appraiser I/Clerk
- 12 Appraiser II/Clerk
- 13 Laborer
- 14 Garage Attendant
- 15 Equipment Operator/Custodian and  
Mechanic Helper
- 16 Crew Leader
- 17 Mechanic and Maintenceman
- 18 Maintenceman/Mechanic
- 19 Inspector
- 20 Chief Building Inspector and Appraiser III



**WAGE SCHEDULE — ARTICLE 27**

A. January 1, 1988 the following rates of pay will be effective:

| <b>Classification Level</b> | <b>Rate</b> |
|-----------------------------|-------------|
| 5 .....                     | \$ 9.085    |
| 6 .....                     | 9.935       |
| 7 .....                     | 10.085      |
| 8 .....                     | 10.235      |
| 9 .....                     | 10.385      |
| 10 .....                    | 10.535      |
| 11 .....                    | 10.635      |
| 12 .....                    | 10.785      |
| 13 .....                    | 10.935      |
| 14 .....                    | 11.085      |
| 15 .....                    | 11.185      |
| 16 .....                    | 11.285      |
| 17 .....                    | 11.435      |
| 18 .....                    | 11.585      |
| 19 .....                    | 11.835      |
| 20 .....                    | 12.869      |

B. These rates of pay are exclusive of any C.O.L.A. adjustments that may be paid in addition to these amounts.

C. Wages to be increased 45 cents per hour, effective January 1, 1989.

D. Starting Salaries. All employees shall receive the following pay schedule for the classifications they are hired into and any classifications that they may transfer into during their first two (2) years of employment.

|                                   |  |
|-----------------------------------|--|
| 1 day — 6 months of employment    | \$2.00 less than the full rate for that classification |
| 6 months — 1 year of employment   | \$1.50 less than the full rate for that classification |
| 1 year — 18 months of employment  | \$1.00 less than the full rate for that classification |
| 18 months — 2 years of employment | \$.50 less than the full rate for that classification  |
| 2 years                           | Full rate for that classification                      |

The Employer may waive the starting rates for new hires for the assessor and inspector positions in order to hire individuals for these positions if a vacancy cannot be filled from within the bargaining unit.

E. The phrase "base rate of pay" as herein used shall mean the base pay on the pay schedule, plus the applicable longevity steps of the employee.

## **COST OF LIVING ALLOWANCE (COLA) — ARTICLE 28**

A. **General.** The Township hereby agrees to pay annually, a cost of living allowance to each included employee. An employee is deemed included if he or she is covered by the Union Contract.

B. **Index Base Period.** The base period for computation of the cost of living allowance provided for herein shall be the United States National Consumer Price Index as of January 1 of each year or the earliest date that such ratio is available after January 1.

C. **Method of Computation.** After the conclusion of the year, the Township will compute the total payroll and if the cost of living, as determined by the United States National Consumer Price Index has risen over the base period the Township will then multiply the percentage of increase, if any, over the base period times the total annual payroll, and determine the sum available for distribution and shall then be converted to an across-the-board hourly increase. The hourly increase, if there is one, shall be multiplied times the hours actually worked by each employee during the previous base period. The sum, as derived after this computation, shall be paid retroactively for the previous year. This across-the-board increase shall then be added to the employee's current hourly rate for the forthcoming year, effective January 1.

D. **Limitations.** Nothing in this agreement to the contrary shall require the Township to, in any way, pay an amount in excess of the two-and-one-half (2½) percent per year over the base index as established as of January 1 of each year. It is the intent of the parties hereto, that the maximum increase shall be 2½ percent of payroll each year.

### **TRANSPORTATION — ARTICLE 29**

Employees of the Inspection Department shall be furnished with transportation by the Township for the purpose of making inspections. All employees of the Assessor's Department shall be furnished with transportation by the Township for the purpose of assessing. Any employee who is requested by the Employer, and at employee's option agrees, to use his or her own car in the performance of his or her duties will receive mileage allowance in the amount of \$.25 per mile.

### **EMPLOYEE'S RESIDENCE — ARTICLE 30**

All employees shall be required to be a resident of the Township as a condition of employment, except that this requirement may be waived by the Township Board. All employees who have waivers as of January 1, 1986 shall not be required to be a resident of the Township. (see attached list)

### **SAVINGS CLAUSE — ARTICLE 31**

If any article or section thereof of this contract is found to be in violation of the laws of the State of Michigan or Federal Labor Laws, such Article or Section thereof shall become null and void and both parties to this Contract shall meet to negotiate proper changes in the wording within the limits of the law. The remaining portions of the Contract shall remain in effect.

### **USE OF PAST RECORD — ARTICLE 32**

In imposing any discipline and/or discharge, the Employer will not take into account any prior disciplinary action which was given more than two (2) years previously, nor impose discipline on any employee for errors or mistakes on his/her employment application after a period of two (2) years from the employee's date of hire.

### PART-TIME EMPLOYEES — ARTICLE 33

A. Definition: A part-time employee is an employee hired for a number of hours each week, consisting of not less than twenty (20) nor more than thirty-two (32) hours in each workweek. If the state law provides any statute covering the minimum hours regarding part-time work, then the state law is applicable rather than the specified twenty (20) hours.

B. Such part-time employee shall be labeled as a part-time employee at the time of his employment.

C. After thirty (30) days, such employee must, as a condition of continued employment, either maintain membership in Local 3451, or in lieu thereof, authorize Management to deduct from his regular pay each month an amount equal to the regular dues assessed by Local 3451.

D. Termination of a part-time employee prior to the end of the ninety-day (90) probationary period shall impose no obligation on Management to recall such part-time employee. The layoff of a part-time employee after he has completed his ninety-day (90) probationary period shall impose upon Management the obligation to recall such employee if an opening in the same type of work occurs prior to six months from the last said date of layoff.

E. Part-time employees who hereinafter are employed for an excess of a ninety-day (90) probationary period shall be entitled to receive the following fringe benefits:

1. Holidays: A pro-rata amount of pay for each holiday falling within the period of their employment. The holidays set out in Article 17, Paragraph A of the current contractual agreement shall be considered as holidays for the purpose of this paragraph.
2. Each part-time employee shall receive one 15-minute coffee break for each continuous four-hour period of work.
3. Each part-time employee employed for a period in excess of the ninety-day (90) probationary period shall be entitled to receive a pro-rata amount of paid vacation computed from the first day of employment.
4. Each part-time employee employed for a period in excess of the ninety-day (90) probationary period shall be entitled to receive sick leave on a pro-rata basis from the first day of employment.
5. A part-time employee shall receive the same rate of pay as if he were a full-time employee performing the job for which the part-time employee is employed.

**PART-TIME EMPLOYEES — ARTICLE 33 (Page2)**

6. Management shall provide the uniforms after ninety (90) days from the date of employment, and shall provide all other special equipment required for the performance of duties by part-time employees.

7. A part-time employee shall receive Blue Cross/Blue Shield hospitalization insurance in accordance with the present contractual agreement, and in accordance with the present Blue Cross/Blue Shield Plan.

8. A part-time employee shall not receive any other benefits, including life insurance benefits. Part-time employees shall be allowed to participate in all other benefits provided to Township employees provided they make arrangements to pay for such benefits themselves.

F. A part-time employee with less than 5 years seniority shall not be retained in employment while a full-time employee qualified to perform the work has been laid-off.

G. A part-time employee shall not be worked overtime so long as a full-time employee is available and qualified to perform the work. If a part-time employee is worked overtime, he shall be paid for such overtime at the rate of one and one-half (1½) times his base hourly rate. Overtime shall be any hours worked in excess of his or her regular working hours per day. Further, if the part-time employee works in excess of 32 hours per week, he shall be paid the overtime rate. The Union shall be notified of the date of hire of all newly hired employees, whether they are classified as part-time, full-time, or whatever. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification to include Classification, Rate of Pay, Name, Address, and Phone Number. Notification to be sent to the Chief Steward.

H. The Township shall be required to give a one (1) week notice before layoff or termination for any part-time employee.

## SEASONAL EMPLOYEES — ARTICLE 34

A. The Employer shall be allowed to supplement its work force with the hiring of seasonal employees. Such seasonal employees shall not be entitled to any benefits under the Collective Bargaining Agreement and shall not be required to become a member of Local 3451.

B. Seasonal employees shall be hired only for the period from March 1 to November 1 of each year and will be terminated at the end of this period.

C. If a seasonal employee is transferred or hired into the bargaining unit, his seniority date shall be the date that employee transfers or is hired into the unit with the Township upon completion of his probationary period.

D. The scheduling of hours and days of employment of seasonal employees shall be at the discretion of the Employer within the following limitations.

1. Seasonal employees shall work a scheduled shift Monday through Friday except as provided in section D-3.

2. Seasonal employees shall be scheduled and used as needed to maintain the grounds and routine maintenance at the Golf Course.

3. Seasonal employees working in the Public Service Department and doing bargaining unit work shall be limited to no more than 20 on the payroll and when scheduled to work shall work the normal workweek of that department except as provided below.

- a. When employees are needed to maintain the softball or baseball diamonds on weekends and the Township is reimbursed the cost of such maintenance through a rental agreement, the Township must offer such work to those full-time employees who are qualified and experienced to do the work before utilizing seasonal employees. A copy of the rental agreement shall be furnished to the Union prior to the tournament.

- b. Where the Township is not reimbursed its expenses for maintenance of the ball diamond and weekend ball games are sponsored solely by the Township, the Township may perform the maintenance work with seasonal employees if such overtime work is needed.

- c. Seasonal employees may not be used if any employee in Classification 13-19 is on layoff.

**SEASONAL EMPLOYEES — ARTICLE 34 (Page 2)**

d. The Employer shall assign an employee as a crew leader at the Department of Public Service for each shift in which there are more than 2 seasonal employees working except as provided in (b) above. Such position shall only be temporary and need not be posted. Such employee shall receive the rate of crew leader during the period he is assigned to the position.

e. If the Employer establishes another shift at the Department of Public Service utilizing seasonal employees, it shall offer a position of crew leader on the shift, pursuant to Section D(3d) above to the employees in the Department of Public Services.

## MISCELLANEOUS — ARTICLE 35

### **Job Descriptions**

The Township agrees to review all existing job descriptions for an evaluation to update the descriptions where needed. The Township shall furnish the Union with copies of such descriptions. The Township further agrees whereas new job descriptions are created or present job descriptions are revised, such descriptions will also be furnished to the Union. If a job description or duties are "significantly changed" or a new position is created within the bargaining unit, the Employer shall notify the Union prior to the position being filled with the intent of negotiating the proper wage rate for the position.

### **Time Clock**

If an employee is up to and not more than five (5) minutes tardy, he will not be considered tardy for disciplinary actions, but it will be deducted from his or her pay.

### **Contract**

The Township shall provide each member of the bargaining unit a printed copy of the Union Contract at a Union shop or on location between Ypsilanti Township and Local 3451 of the American Federation of State, County and Municipal Employees, AFL-CIO, within ninety (90) days of ratification of this contract.

### **Reimbursement for Educational Expenses**

Any employee who desires to participate in outside educational courses, seminar workshops, or similar activities that are job related must do the following to get reimbursement from the Township and/or time off to attend such programs.

The employee shall submit a written request to the Personnel Director, unless another individual is designated. The request shall contain the following information: (1) the dates, time, and place of the activity, and if there is a deadline for making arrangements for the program; (2) the costs of the activity; and (3) a description of what will be taught and a brief explanation of how this program is job related.

The above request must be submitted at least three (3) weeks prior to the event if there is no deadline for reservations, or three (3) weeks from the deadline if there is one. This is in order for the Township to adequately determine whether it wishes the employee to participate in the program. The Township will inform the employee if it will pay any or all of the costs of the particular program and also what arrangements, if necessary, that can be made for time off. Employees who attend educational programs without the prior written approval of the Personnel Director or his designee shall not be reimbursed for any expenses incurred. If a grade is given, a passing grade must be obtained before reimbursement is made.



### **COMPLETE AGREEMENT — ARTICLE 36**

The parties acknowledge that during 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, except in the areas otherwise provided for in this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

### **DURATION OF AGREEMENT — ARTICLE 37**

This contract shall be in full force and effect from April 1, 1988 through March 31, 1990 and year after year, thereafter, unless, not less than 60 days before the expiration date, either party to the contract may notify the other party in writing that the contract is being opened for negotiation and/or amendment.

## LETTERS OF AGREEMENT

### **First Letter of Agreement:**

It is hereby agreed between Ypsilanti Township and the Ypsilanti Township Chapter of the AFSCME Local 3451 that during the term of the 1986-88 collective bargain agreement, the Township shall not lay-off any employees in the Public Service Department. Prior to the use of the seasonal employee, bargaining unit employees will be provided a list of jobs for the period March 1 through November 1, and they will be given an opportunity to select their assignment subject to their seniority and qualifications.

The employer further agrees that it will not regularly schedule Public Service Department employees during the term of this 1986-1988 collective bargaining agreement for less than forty (40) hours per week.

### **Second Letter of Agreement:**

It is hereby agreed between Ypsilanti Township and Ypsilanti Township Chapter of the AFSCME Local 3451 that the Employer's Departmental Heads shall be required to attempt to notify employees by phone prior to the closing of the employer's place of business.

The employer shall also notify the local radio station WAAM.

It is further agreed that employees who are sent home through no fault of their own shall, in addition to any call-in pay they receive, be allowed to use sick time, vacation or personal days to make up for any lost pay for that day. Employees who are notified prior to reporting for work of the closing of the employer's office or facility shall be allowed to use their sick time, vacation or personal days to make up for any lost time on that day.

### **Third Letter of Agreement:**

It is hereby agreed that employees may request not to go on the altered workweek and will be allowed not to go on the altered workweek unless this will cause a hardship on the department. The garage department will be placed on Monday-Thursday shifts and Tuesday through Friday workweek and be rotated each 6 months.

### **Fourth Letter of Agreement:**

It is agreed between Ypsilanti Township and AFSCME Local 3451, that the Township shall review policies from other carriers to provide the sickness and accident policy, under Article 22, best suited to the employees of the Township. Any changes in carrier will be agreed to between Management and Union.

**UNION CONTRACT BETWEEN THE CHARTER TOWNSHIP OF  
YPSILANTI AND MEMBERS OF LOCAL 3451, AMERICAN  
FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

Approved by Management:

By: Ronald L. Allen  
Ronald L. Allen, Supervisor  
Charter Township of Ypsilanti

By: Anna J. Stepp  
Anna J. Stepp, Clerk  
Charter Township of Ypsilanti

By: Ruth Ann Jannick  
Ruth Ann Jannick, Treasurer  
Charter Township of Ypsilanti

Approved by Union:

By: Beverly A. Ford  
Beverly A. Ford  
Council 25, Representative

Local 3451

By: Harry Hutchison  
Harry Hutchison  
Chief Steward

By: Rosemary E. Shinn  
Rosemary Shinn  
Committee

By: Judith Castle  
Judith Castle  
Committee

By: Jeri Sizemore  
Jeri Sizemore  
Committee

By: Barbara J. Allen  
Barbara Allen  
Committee

