



LABOR AGREEMENT  
BETWEEN  
THOMAS TOWNSHIP  
AND  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 517M

**EFFECTIVE APRIL 1, 2011 THROUGH MARCH 31, 2014**

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**AGREEMENT**  
**Between**  
**THOMAS TOWNSHIP**  
**and**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M**

This Agreement is entered into this 1st day of April, 2011, between Thomas Township (hereinafter referred to as "the Employer" or "the Township") and Service Employees International Union, Local 517M (hereinafter referred to as "the Union").

**Purpose:**

This Agreement, entered into by the Employer and the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of employment.

**ARTICLE I**

**RECOGNITION**

**Section 1.1 - Recognition.** In accordance with Act 379 of the Public Acts of 1965, the Employer recognizes that the Union is the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following described bargaining unit:

All full-time and regular part-time clerical, laborer/maintenance and protective inspection employees; excluding the Township Manager, appointed and elected officials, department heads, supervisors, police officers, fire fighters, library employees, temporary and casual employees and confidential employees.

**Section 1.2 - Definition of Employment.**

- A. **Full-time Employee.** A full-time employee is defined as one who is regularly scheduled to work at least forty (40) hours per week and fifty-two (52) weeks per year.
- B. **Regular Part-time Employee.** A regular part-time employee is defined as an employee who is regularly scheduled to work at least twenty-two (22) hours per week, but less than forty (40) hours per week or less than fifty two (52) weeks per year. Regular part-time employees receive no fringe benefits except as specifically set forth within this Agreement. Regular part-time employees working less than an average of twenty-two (22) hours per week shall not be covered by this Agreement.

- C. **Seasonal, Temporary and Casual Employees.** Seasonal, temporary and casual employees are defined as employees who are hired for seasonal work, including but not limited to, summer work or for a specific job assignment. Seasonal, temporary and casual employees receive no fringe benefits and shall not be covered by this Agreement.

## **ARTICLE II**

### **NON-DISCRIMINATION**

**Section 2.1** - The Employer and the Union recognize the responsibilities under federal, state and local laws relating to fair employment practices. Both the Union and the Employer agree to administer and apply the provisions of this collective bargaining agreement without discrimination because of race, color, creed, national origin, sex, height, weight, marital status, age, handicap or disability of the employee or union membership.

**Section 2.2** - Any claim or allegation of discrimination may be pursued by an employee in accordance with the complaint/grievance procedure contained within this Agreement. Initiating a claim before any administrative or judicial forum on a matter which is or may be alleged as a grievance, shall constitute an election of remedies and grounds for a grievance shall no longer exist.

**Section 2.3** - It is the intent of the parties to apply all provisions of this Agreement equally to both genders regardless of whether the pronoun he or she is used.

## **ARTICLE III**

### **MANAGEMENT'S RIGHTS**

**Section 3.1 - Rights Reserved to the Employer.** The Employer hereby retains and reserves to itself, except as limited by the Agreement, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the constitution of the State of Michigan and of the United States, including, by way of illustration, but without limiting the generality of the foregoing, the following rights:

- A. To manage and administratively control the Township and its properties and facilities (including a determination of the number, location and types of facilities and installations) and the work related activities of its employees;
- B. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used;

- C. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- D. To determine the size of the work force and to increase or decrease its size;
- E. To hire all new employees and to determine their qualifications for employment and to determine policy regarding the selection, testing, recruitment and training of new employees;
- F. To determine the hours to be worked and schedules of work including lunch and break times and starting and quitting times.
- G. To direct the work force and to determine the duties, responsibilities, assignments and to determine the number of employees assigned to operations;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for new or changed classifications.
- I. To establish, maintain, modify or eliminate standards of conduct and rules or policies concerning efficiency and safety including the right to adopt, revise and enforce reasonable work rules;
- J. To discipline and discharge employees for just cause;
- K. To determine the qualifications of its employees and standards of workmanship;
- L. To determine the work to be performed and the assignment of such work;
- M. To determine the services to be provided by the Township and to purchase such services by contract or otherwise so long as no bargaining unit member is displaced. In such case, the Township is not obligated to give notice to the Union or to bargain over the affects of the action on the bargaining unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

**Section 3.2 - Responsibility.** The Union agrees with the principal that its members are employees of Thomas Township and will individually and collectively perform efficient services, and that they will use their influence and best efforts to protect the property and interest of the Employer, and will cooperate with the Employer in the performance of their individual duties.



## ARTICLE IV

### UNION SECURITY AND DUES CHECKOFF

**Section 4.1 - Union Security.** All employees who are members of the bargaining unit and who are hired by the Township on or after the effective date of this Agreement shall, as a condition of continued employment, become and remain members of the Union or, in lieu of union membership, pay to the Union a service charge which shall be in an amount determined by the Union, but which shall not be greater than the amount for dues customarily charged to union members. Any individual affected by this provision shall comply with this provision within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is applicable.

**Section 4.2 - Dues Checkoff.** Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will, during the month, deduct from the employee's pay, the amount owed to the Union by such employee for union membership dues or service charges. The Employer will remit all deductions made to the designated union official within fourteen (14) calendar days of the date the deductions are made.

**Section 4.3 - Hold Harmless.** The Union agrees to indemnify, defend and to hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken pursuant to the provisions of this article including reliance upon individual authorization cards.

**Section 4.4 - Management's Obligation.** Management's obligation under the dues checkoff provisions shall be to remit properly authorized deductions from employees' pay to the Union. The Union agrees to refund to management or employees any amount deducted in error upon presentation of proper evidence thereof.

## ARTICLE V

### UNION REPRESENTATION

**Section 5.1 - Union Representatives.** The Employer agrees to recognize two (2) stewards selected from within the bargaining unit to represent employees under the provisions of this Agreement. The Union President or a designated representative from outside the bargaining unit may be called upon by the stewards to assist in representing bargaining unit employees. It shall be the Union's right to determine the location of stewards.

**Section 5.2 - Grievance Handling.** All activity related to the investigation and preparation of grievances shall be conducted outside of normal working hours or during employee break periods, except when such activity cannot be reasonably conducted outside of normal work hours. Activities related to meeting with the Employer for the purpose of presenting and discussing grievance matters shall be done at times mutually agreed between the Employer and

the Union representative. However, before leaving his or her work station, the Union representative must secure permission from his or her immediate supervisor. Permission shall not be unreasonably withheld. No activity related to grievance handling shall interfere with or interrupt Township services. The Union representative shall not lose time or pay for time spent meeting with the Employer during normal working hours provided the time does not exceed forty-five (45) minutes. Nothing in this section shall prevent an employee from being represented by his or her Union representative at any level of the grievance procedure.

**Section 5.3 - Bargaining Committee.** A maximum of two (2) bargaining unit members shall be appointed by the Union for the purpose of meeting with the Employer in negotiations. Bargaining shall take place at mutually agreed upon times. Township employees acting as bargaining committee members shall not lose time or pay for time spent in negotiations during regular working hours. The Union may have other non-employee representatives present during the bargaining as determined by the Union.

**Section 5.4 - Notification.** The Union shall provide the Employer with the name of the stewards. The Union shall also provide the Employer with the notice of any changes in such representation. The Employer shall not be obligated to recognize any union representative who has not been designated in writing by the Union.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

**Section 6.1 - Purpose.** The purpose of the grievance procedure is to provide the individual employees, the Union and the Employer with a formal and orderly procedure for resolving their disputes concerning the meaning, interpretation and application of this Agreement. It is mutually agreed that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure provided herein.

**Section 6.2 - Grievances Defined.** The term "grievance" as used within this Agreement shall be limited to disputes which involve the meaning, interpretation or application of this Agreement. All written grievances must be filed within ten (10) working days after the occurrence or circumstances on which said grievance is based. The grievance shall state the section of the Agreement which is alleged to have been violated, shall give the facts on which the grievance is based, shall state the remedy sought and shall be signed by the employee involved. Any grievance not conforming to this paragraph shall be returned to the Union. The Union must resubmit the corrected grievance to the appropriate Township representative within two (2) working days following the day the grievance was returned to the Union for the grievance to be processed. If the corrected grievance does not meet the requirements of this paragraph it shall be denied.

**Section 6.3 - Grievance Procedure.** All grievances shall be processed in accordance with the following steps:

- Step 1** Any employee having a grievance shall first take the matter up verbally with his or her department head. Such discussion should take place as soon as possible following the occurrence.
- Step 2** If the grievance is not satisfactorily resolved in Step One and the employee wishes to pursue it further, a written grievance conforming to the provisions of Section 5.2 must be delivered to the Township Manager or his or her designated representative within ten (10) working days of the date of the complained of incident or occurrence.
- The Township Manager or his or her representative shall attempt to resolve the matter within ten (10) working days after the Step Two written grievance is received. During this ten (10) day period, the Township Manager may conduct a further investigation and shall meet with the employee and the Union for the purpose of attempting to resolve the grievance. The Township Manager shall respond to the grievance within ten (10) working days of the meeting.
- Step 3** If the grievance is not satisfactorily resolved at Step Two and the Union wishes to pursue it further, the grievance may be submitted to mediation provided the grievance is processed within ten (10) working days of the Step Two decision by notifying the Michigan Bureau of Employment Relations that mediation is requested with a simultaneous copy of the notification to the Employer. The mediator shall schedule a meeting concerning the grievance at a time and place mutually agreed to by the employee, the Union and the Employer. The mediator shall facilitate discussions and resolution.
- Step 4** If the parties are unable to resolve the grievance through mediation, the grievance may be submitted by the Union to final and binding arbitration provided the grievance is processed within thirty (30) calendar days of the meeting at mediation by filing a demand for arbitration with the American Arbitration Association with a simultaneous copy of the demand to the Employer. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- The award of the arbitrator shall be based exclusively on the contract and on the evidence presented during the arbitration process. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary Agreement, nor to rule on any matter except while this Agreement or its successor is in full force and effect between the parties.

The arbitrator shall have no power to establish wage rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he or she finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses, representatives or others who attend the hearing on behalf of the party.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the Employer.

**Section 6.4 - Time Limits.** Any grievance not initiated or advanced to the next step within the time limits will be considered settled on the basis of the last answer provided by the Employer. In the event that the Employer does not provide an answer within the time limit, the grievance may be advanced to the next step by the employee. The time limits may be extended only by mutual written Agreement between the Union and the Employer.

**Section 6.5 - Working Days Defined.** Working day, as used herein, shall be defined as weekdays, Monday through Friday, excluding holidays as defined in this Agreement.

**Section 6.6 - Exclusive Remedy.** In the event any claim or allegation of discrimination is initiated before any administrative or judicial forum on any matter which is or may be alleged as a grievance, such action shall constitute an election of remedies and grounds for a grievance shall no longer exist.

**Section 6.7 - Appeal of Discharges or Suspensions.** Grievances involving suspensions or discharges shall be initiated at Step Two of the grievance procedure.

**Section 6.8 - Grievance Meetings.** Grievance meetings between the Union and the Employer shall be conducted in a private location and shall include only those persons involved in the disputes and/or the parties' designated representatives. Grievance meetings shall normally be scheduled to commence between the hours of 8:00 a.m. and 4:00 p.m. unless the parties mutually agree to another time.

## ARTICLE VII

### DISCHARGE AND DISCIPLINE

**Section 7.1 - Just Cause.** No employee who has completed his or her initial probationary period shall be disciplined, suspended or discharged except for just cause.

**Section 7.2 - Progressive Discipline/Corrective Action**

- A. The Employer and the Union recognize that occasionally an employee's unacceptable or unsatisfactory work performance may be corrected by the use of progressive discipline and/or corrective action. The purpose of corrective action or progressive discipline is to provide the employee with notice of the seriousness of his or her actions and to give the employee the opportunity to correct the behavior or performance. The type and severity of disciplinary action will depend upon:
1. The nature and seriousness of the offense.
  2. The employee's disciplinary and work records.
  3. The employee's length of service.
  4. Any mitigating or aggravating circumstances.
- B. The following types of discipline may be imposed on employees:
1. Documented verbal warning.
  2. Written reprimand.
  3. Suspension.
  4. Demotion.
  5. Discharge.
- C. The following list, though not intended to be exhaustive, illustrates the types of serious conduct which the Employer and the Union agree constitute just cause for disciplinary action up to discharge, depending on the seriousness of the offense in the judgment of management, without resort to progressive discipline or corrective action:
1. Stealing, deliberately abusing, misusing, removing or destroying Township equipment and property;

2. Deliberately marring, marking or defacing any surface of any Township building;
3. Using intoxicating beverages, marijuana or narcotics while on duty, while on Township property, or at such time before reporting for duty that will interfere with one's mental or physical ability to satisfactorily perform assigned duties;
4. Failing to notify supervision of the use of prescribed medication or a non-prescription drug that could interfere with one's ability to perform his or her assigned duties in a safe and efficient manner;
5. Selling or possession of intoxicating beverages, marijuana or narcotics while on duty or on Township property;
6. Conducting or betting on any game of chance involving money while on Township property;
7. Unauthorized possession of firearms, weapons, and/or explosives while on duty or while on Township property;
8. Using abusive language, threatening, intimidating, coercing and/or fighting with employees, management, customers or the public while on duty;
9. Engaging in obscene or indecent conduct;
10. Falsifying, altering or destroying work records, reports or documents, including application for employment and time sheets, or knowingly misrepresenting any information requested by management.
11. Using one's position of employment with the Township to directly or indirectly gain benefits, favors, money advantages, privileges or anything of value other than regular compensation;
12. Loss of license or certification where such license or certification is considered a condition of employment.

D. The Township reserves the right to adopt other reasonable rules and regulations consistent with the provisions of Section 3.1(I). of this Agreement.

**Section 7.3 - Notice.** An employee who is disciplined, suspended or discharged will be promptly notified in writing. The notice will contain the specific reasons for the discipline, discharge or suspension. A copy of the notice shall be provided to the Union.

**Section 7.4 - Conference with Steward.** The discharged or suspended employee will be allowed to discuss his or her discharge or suspension with his or her steward prior to being required to leave the property of the Employer provided such discussion does not exceed fifteen (15) minutes. The Employer will provide an available room where the employee may be able to meet with the steward in private. Upon request, the Employer or his or her designated representative will discuss the discharge or suspension with the employee and the steward.

**Section 7.5 - Confidentiality.** All disciplinary action shall be given in a confidential manner.

**Section 7.6 - Disciplinary Records.** Records of all disciplinary actions shall be maintained as follows. All disciplinary actions, other than verbal warnings, shall be issued in writing. The employee, the Union and the Township Manager shall receive copies. Documented verbal warnings, reprimands and suspensions shall remain in effect for a period of twenty-four (24) months unless the employee commits a similar offense, in which case all similar actions shall remain in effect for a period of twenty-four (24) months from the date of the last issuance.

**Section 7.7 - Issuing Discipline.** All discipline of Township employees shall be issued within thirty (30) days of the date of the incident or Management's knowledge of that incident. The parties may mutually agree to extend the time up to no more than forty-five (45) days from the date of the incident.

## **ARTICLE VIII**

### **SENIORITY**

**Section 8.1 - Definition.** Seniority shall be defined as length of continuous and unbroken employment with the Township dating from the employee's most recent date of hire. Seniority shall apply in only those situations as specifically referred to in this Agreement. In the event that two (2) or more employees have the same date of hire, they shall be listed on the seniority list according to the earliest date of the employee's most recent application for employment. In the event that application date is the same, position on the seniority list shall be determined by lot.

**Section 8.2 - Probationary Period.** Each new employee shall be considered on probation for a period of six (6) months following his initial employment in a full-time or regular part-time position. An employee shall not gain seniority until completion of their initial probationary period. There shall be no seniority among employees serving their initial probationary period. An employee serving his or her initial probationary period may be disciplined or discharged without cause and without recourse through the grievance procedures contained within this Agreement. An initial probationary period may be extended for up to an additional six months upon mutual agreement of the parties.

**Section 8.3 - Loss of Seniority.** An employee shall lose his or her seniority for any of the following reasons.

- A. If the employee quits, resigns or retires from employment;
- B. If the employee is discharged for just cause;
- C. If the employee is absent on any three (3) consecutive normally scheduled work days without notification of a valid reason to the Employer and who has no legitimate reason for not notifying the Employer of his or her absence, may be considered as having resigned;
- D. Unexcused failure to return to work when recalled from layoff as set forth in the recall procedure;
- E. Unexcused failure to return to work after expiration of a formal leave of absence;
- F. Accepting other employment during a leave of absence unless the Township and the Union specifically agree to the other employment.

**Section 8.4 - Seniority Lists.** The seniority list on the day of this Agreement will show a date of hire, names and job titles of all employees of the unit entitled to seniority. The seniority list will be kept up-to-date and copies will be provided to the Union representative upon request.

## **ARTICLE IX**

### **PROCEDURE FOR FILLING VACANCIES**

**Section 9.1 - Promotions.** It shall be the sole and exclusive right of the Township to determine when a vacancy exists and if such vacancy shall be filled. In the event the Employer creates a new position within the bargaining unit or an existing position within the bargaining unit becomes vacant and the Employer intends to fill it, the Employer shall post the position on each union bulletin board for five (5) working days. The posting shall include a description of the job duties and the desired qualifications. The Employer may select a successful candidate from all individuals who have applied and shall select the most qualified individual. In the event two or more applicants are relatively equally qualified, the Employer shall select the most senior individual. Qualifications, as used in this provision, shall include experience, education, ability, skill, training and work performance including attendance, reliability, dependability, quality and quantity of work performed. Where a job has been established for a specific period of time, not to exceed one hundred and twenty (120) calendar days, this Article shall not apply. Upon mutual agreement between the Union and the Employer, this one hundred and twenty (120) day calendar period may be extended to complete the project and/or group of assignments.



**Section 9.2 - Promotional Trial Period.** In the event an existing employee is promoted to a position within the Township, he or she shall be given a four (4) week trial period. In the event that management determines, within the trial period, that the individual cannot perform the job successfully, the individual shall have a right to return to his or her previous position. Any individual who disagrees with management's decision to return him or her to their previous position may submit the matter to the grievance procedure. Management shall not, then, be required to re-post the position, but may select the next qualified person who is available.

## **ARTICLE X**

### **LAYOFF AND RECALL**

**Section 10.1 - Layoff.** Layoff refers to a reduction in the work force as determined by the Employer. Nothing within this Agreement shall be construed to limit the Employer's right to eliminate positions and to layoff employees. When management determines that a layoff is necessary, management shall determine the classification or classifications affected by the layoff. In the event that reductions are necessary, layoffs will take place as set forth below.

**Section 10.2 - Order of Layoff.** Within the classification(s) affected by the layoff, probationary employees will be laid off first, provided the remaining employee with seniority can perform all of the available work. In the event further layoffs are necessary, employees with seniority in the affected classifications shall be laid off in the inverse order of seniority provided the remaining employees can perform all of the available work. In the event a laid off employee has the necessary skills, ability and qualifications to perform the work in an equal or lower paying classification, he or she may choose to displace the least senior employee in the equal or lower paying classification, provided the laid off employee notifies the Employer within three (3) working days of the date of the layoff notice that he or she wishes to exercise this right.

**Section 10.3 - Notice of Layoff.** In the event of layoff, employees shall be given at least seven (7) calendar days advance written notice of layoff. The Employer will provide the Union with a list of employees who are being laid off at the time notices are sent to employees.

**Section 10.4 - Recall.** Employees shall be recalled only to classifications for which they are qualified. Except where the operational needs of the Township require otherwise, employees shall be recalled from layoff to the classifications they held at the time of the layoff. The most recent person laid off shall be the first person recalled, provided the individual can perform the job and is otherwise qualified.

**Section 10.5 - Notice of Recall.** The Employer shall provide notice of recall by certified mail, return receipt requested to the employee's last known address. It will be the employee's responsibility to keep an accurate, current mailing address on file with the Employer. Recalled employees shall be given a minimum of seven (7) calendar days to respond after receipt of notice. Employees who decline recall or who, in the absence of extenuating circumstances, fails to respond as directed within the time allowed, as set forth in the notice of recall, shall be presumed

to have resigned and their name shall be removed from the seniority list. Employees shall retain their recall right for eighteen (18) months following the date of layoff.

## **ARTICLE XI**

### **HOURS OF WORK**

**Section 11.1 - Standard Work Hours.** The work week for full-time employees shall be forty (40) hours. The Employer reserves the right to schedule the work hours of employees according to the needs of the operations. The Employer shall establish the starting and quitting time for employees and shall establish the work week. In the event an employee's starting and quitting time changes or the normal work week is adjusted from something other than a normal 8:00 a.m. to 5:00 p.m., Monday through Friday, the employee will be notified at least 24 hours in advance.

**Section 11.2 - Right to Change Hours.** The establishment of a normal work day and normal work week shall in no way constitute a guarantee that an employee will be given specific hours or that work will continue for any specific duration.

**Section 11.3 - Break Periods.** All employees shall be allowed two (2) paid breaks during their regular work day, provided their regular work day is at least six (6) hours in duration. The breaks shall be fifteen (15) minutes in duration and shall be taken at a time designated by the Employer. Employees who work at least four (4) hours a day, but less than six (6) hours per day shall be entitled to one (1) paid fifteen (15) minute break. Break periods shall not be taken in a manner that causes services to be curtailed and may not be added to the lunch hour or accumulated in any manner.

**Section 11.4 - Lunch Periods.** Each employee who works more than six (6) hours per day shall be entitled to a one (1) hour unpaid lunch period unless a specific agreement or department rule provides otherwise. Lunch time shall be scheduled by the Employer. An employee may be required to deviate from his or her scheduled meal period or return to work immediately as directed by the Employer in the case of an emergency. Emergency is defined as a critical situation which requires the services of the employee.

**Section 11.5 - Meal Periods During Overtime Hours.** Employees who are required to work continuously beyond their regularly scheduled work shift shall be entitled to a one (1) hour meal period if such overtime shall cause him or her to work more than two (2) hours past the end of his or her regularly scheduled work shift.

**Section 11.6 - Meal Periods During Emergency Work.** Emergency work is defined as a critical situation, requiring the services of the employee that precludes him or her from leaving the job site. Six (6) hours shall be the maximum time required to work without eating. Arrangements shall be made by the supervisor to purchase food and eat on the job site. In such case, the Employer will bear the expense of the meal.

## ARTICLE XII

### OVERTIME

**Section 12.1 - In General.** From time to time, it may be necessary for employees to perform overtime work in order to provide services. All overtime must be approved in advance by the Township Manager or his or her designated representative. When it is necessary to work overtime, employees are expected to perform overtime as a condition of employment unless excused.

**Section 12.2- Overtime Payment.** Employees who perform overtime work, will be paid one and one-half (1 ½) times their regular hourly wage for any time actually worked over forty (40) hours except as stated in 12.4 of this agreement. The work week is defined as Thursday through Wednesday. For the purpose of computing the forty (40) hours, time paid to an employee shall be considered as time worked. Accordingly, compensation that an employee received for time not actually worked, such as, holiday pay, paid time off, sick leave, and jury duty will be considered hours worked for the purpose of computing overtime pay.

**Section 12.3 - Compensatory Time.** Employees may elect to take compensatory time off in lieu of overtime pay. Once elected, compensatory time shall not be exchanged for cash payments, except in case of separation from Township employment. No employee shall be entitled to ~~accumulate~~ *earn no more than eighty (80) hours the first year of the contract, seventy (70) hours the second year of the contract, sixty (60) hours the third year of the contract, and fifty (50) hours the remaining years of the contract.*

#### **Section 12.4 - Premium Overtime Pay.**

- A. **Sunday Overtime.** Employees will be compensated at the rate of two (2) times their regular rate for all hours worked on Sunday.
- B. **Holiday Overtime.** Employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay in addition to holiday pay as otherwise set forth in Article XIV.

**Section 12.5 - Limitation of Overtime.** An employee who works more than sixteen (16) hours in any twenty-four (24) hour period beginning with the start of his or her shift will be paid at a rate of two (2) times his or her regular hourly rate for all hours over sixteen (16).

**Section 12.6 - Reporting for Overtime.** An employee who is required to work scheduled overtime that is not continuous with the employee's regular work shift shall be provided a minimum of one (1) hour of work or one (1) hour pay at time and one-half (1 ½) their rate of pay.

**Section 12.7 - Stand-by Duty/Call-in Pay.** Employees required to report for work while on stand-by duty or where the employee is called to perform work outside of his or her shift shall receive two (2) hours at his or her straight time hourly rate. In the event the employee is required to work more than one and one-third hours, the employee will be compensated at the applicable overtime rate. Payment herein shall be in addition to the payment referred to in Section 25.2.

**Section 12.8 - Equalization of Overtime.** Overtime hours will be equalized among employees within a classification within the same department. Any employee who refuses overtime or who is unavailable will be charged for the overtime call. Employees on sick leave or PTO leave will not be called nor charged with overtime until they return from their sick leave. Overtime hours will be equalized on a calendar year basis. An employee who is missed for an overtime opportunity will be provided the next overtime available.

### **ARTICLE XIII**

#### **GENERAL PROVISIONS**

**Section 13.1 - Union Bulletin Boards.** The Employer shall provide one bulletin board in each building where bargaining unit members report at the start of their shift which may be used by the Union for posting notice of bona fide union activities. The Union shall be responsible for monitoring the bulletin boards.

**Section 13.2 - Employee Conduct.** Employees shall conduct themselves at all times while on duty in such a manner as to reflect most favorably on the Township. It is not the intent of the Township to interfere with activities of employees while off duty, however, if an employee is wearing a Township uniform which indicates they are an employee of Thomas Township it is expected the employee will conduct themselves in a respectable manner.

**Section 13.3 - Driving Records.** All employees shall have their driving records reviewed upon hire. Thereafter, driving records will be reviewed upon the Township being notified by the Secretary of State that an employee has been cited for a traffic offense. Employees who have been repeatedly cited for moving traffic violations or who have been convicted of a serious traffic offense, may be denied employment or may be prevented from operating Township vehicles until he/she can demonstrate an improvement in his or her driving record. An employee may also be disciplined, up to and including termination for failing to maintain a driver's license. Employees who occasionally drive their personal vehicle for township business shall not be disciplined or discharged for not maintaining a driver's license; however, the employer can restrict said employee from driving on Township business.

**Section 13.4 - Physical Examinations.** In the event there is reasonable suspicion as to whether a current employee is physically capable of performing the essential functions of his or her job, the Township reserves the right to require a physical examination to determine if the employee is fit to perform his or her job with or without accommodation and without substantial risk of injury or illness. The cost of the examination shall be paid by the Township.

**Section 13.5 - Personnel Records.** An employee shall have access to his or her personnel records as otherwise provided by the Bullard-Plawecki Employee Right to Know Act, as amended. Release of information contained within personnel files shall be governed by applicable laws, including the Bullard-Plawecki Right to Know Act and the Freedom of Information Act. Employees are required to notify their department head and the payroll department of any changes in their dependent status, (i.e., marriage, birth of children, etc.), address, or person to notify in case of emergency within five (5) working days after such change occurs. The Township shall rely on the last address given by the employee.

**Section 13.6 - Work Attendance.** Employees are expected to report for work on time, able and prepared to perform their assigned duties in a satisfactory manner and to observe working hours that have been established. Excessive absenteeism or tardiness may be grounds for discipline.

**Section 13.7 - Absences.** An employee is considered absent if he or she is not present for work during his or her scheduled hours unless he or she has received advance permission for the absence or tardiness. Employees must notify their immediate supervisor or other designated management representative of any absence as soon as possible, but no later than thirty (30) minutes before the start of their shift. If the absence is for a prolonged period, employees are expected to keep management informed of the developments affecting the absence. If the Employer determines that an absence is unexcused, the employee will not be paid for the time not worked.

**Section 13.8 - Alcohol and Drug Testing.**

- A. The Employer reserves the right to administer drug and alcohol tests under the following conditions:
1. When the employee shows signs of impairment on the job;
  2. After any accident or occurrence that results in any injury on the job;
  3. After any vehicular accident when it appears that the employee might have reasonably avoided the accident or to minimize the consequences, but did not do so and after any vehicular accident where property damage or personal injury results;
  4. Any time the Employer has reasonable suspicion that the employee has reported to work after using drugs or alcohol or has any physical signs of drug or alcohol use; and
  5. As required by law to comply with the Drug Free Work Place Act or the Omnibus Employee Drug Testing Act.

- B. Employees who refuse to submit to drug and/or alcohol testing will be terminated from employment.
- C. Employees who test positive for the first time or other first time offenders shall be suspended for at least one calendar month (four (4) work weeks) without pay. During that time, the employee is expected to examine his or her continued working relationship with the Township and seek appropriate rehabilitative assistance. At the end of the suspension and before returning to work, the employee must be tested with negative results. Failure to test negative at this point will result in termination of employment.

Employees who test positive for the first time and complete the period of suspension, rehabilitation (if required), and subsequent negative testing shall be offered an opportunity to return to work. These employees will be subject to unscheduled testing during one calendar year following their return to work. After the successful completion of this one year period, the basic provisions of the employee testing program will apply.

Second time offenders and/or those subject to unscheduled random testing who test positive will be discharged and terminated from employment.

**Section 13.9 - Uniforms.** Uniforms will be provided by the Township for regular full time employees in the DPW department. Uniforms must be worn on the job at all times unless specific authorization to wear something other than the uniform has been granted by the department head and/or the Township Manager.

## **ARTICLE XIV**

### **HOLIDAYS**

**Section 14.1 - Recognized Holidays.** Full-time employees who meet the eligibility requirements set forth in Section 14.3 below will be paid their regular straight time hourly rate for their normal daily hours (during which time work is suspended due to the holiday), not to exceed eight (8), for the following recognized holidays:

New Years Day	Thanksgiving day
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve
President's Day	

**Section 14.2 - Saturdays and Sundays.** In the event one of the enumerated holidays fall on a Saturday or Sunday, the holiday shall be observed on the respective Friday or Monday.

**Section 14.3 - Eligibility.** To be eligible for holiday pay, employees must work or be on an approved and authorized paid leave on the full scheduled work day prior to and the full scheduled work day following the holiday. An employee who reports off sick the day before or the day after a holiday may be required to submit a physician's certificate verifying the need for the absence. To be eligible for holiday pay, the observed holiday must fall on an employee's regularly scheduled work day.

**Section 14.4 - Part-Time Employees.** Part-time employees who are regularly scheduled to work at least twenty-two (22) hours per week and who would normally be scheduled to work on a day that a holiday set forth in Section 14.1 is observed, will receive holiday pay in an amount that would be equal to the normal number of hours they would have otherwise worked, but for the holiday being observed. In the event that a regular part-time employee works less than twenty-two (22) hours per week or in the event that an observed holiday falls on a day the individual is not normally scheduled to work, the part-time employee will be entitled to no holiday pay.

## **ARTICLE XV**

### **PAID TIME OFF**

**Section 15.1 - Eligibility.** Only regular full-time employees are eligible for paid time off (PTO) hours. PTO hours are earned in one year and may be taken in the next. To qualify for PTO hours, the regular full-time employee must have actually performed/worked for at least 1800 hours in the year preceding the award of PTO hours. A regular full-time employee who works less than 1800 hours in the preceding year shall receive pro-rated PTO on the basis of the number of hours actually worked with 2080 hours being the denominator. A regular full-time employee who works less than 1000 hours shall not be entitled to any PTO during the following year. For the purpose of this section, approved paid time off shall be counted toward the 1800 hours and the 1000 hours referred to above.

**Section 15.2 - Accumulation.** Employees shall be granted PTO on January 1 of each year and shall accrue PTO in accordance with the following provisions:

New full-time employees with less than six months of employment with the Township as of January 1 shall not receive any PTO hours on January 1. Upon completion of six (6) months of service, the new full-time employee will receive 36 hours of PTO to be used during the balance of the calendar year. In the event that a new full-time employee has more than six (6) months of service but less than one (1) year as of January 1, the individual will receive pro-rated PTO based on the number of months actually worked.

Eligible employees who have completed one (1) year of service will accrue eighty eight (88) hours of PTO;

Eligible employees who have completed two (2) years of service through six (6) years of service will accrue one hundred thirty-two (132) hours of PTO;

Eligible employees who have completed seven (7) years of service through nine (9) years of service will accrue one hundred forty-eight (148) hours of PTO;

Eligible employees who have completed ten (10) years of service through fourteen (14) years of service will accrue one hundred sixty-eight (168) hours of PTO;

Eligible employees who have completed fifteen (15) years of service through nineteen (19) years of service will accrue one hundred ninety-two (192) hours of PTO; and

Eligible employees who have completed twenty (20) years of service, or more, will accrue two hundred and eight (208) hours of PTO.

**Section 15.3 - PTO Step Increases.** When an employee moves from one step of PTO to another step of PTO, the employee shall receive, on his or her anniversary date, a prorated portion of the difference in the steps. The prorated amount shall be calculated based on the number of months remaining in the calendar year divided by 12.

**Section 15.4 - Carry Over.** Employee PTO records will be updated at the beginning of each calendar year. The number of PTO hours carried forward into a new calendar year shall not exceed fifty (50).

**Section 15.5 - Payment on Termination.** Upon termination of employment due to resignation, death, retirement, or layoff, an Employee shall be compensated for the unused PTO time. PTO will be prorated for the year of termination based on hours worked. Employees who are terminated from employment for just cause shall be considered to have forfeited any unused PTO time, and the Township shall, therefore, have no obligation to pay same.

**Section 15.6 - Requests for Time Off.** Employees requesting scheduled PTO/vacation of five days or more shall submit their request to their respective Department Head in writing with no less than sixty (60) calendar days's written notice. Employees requesting scheduled PTO/vacation of less than five (5) consecutive days shall submit their request to their respective Department Head with no less than three (3) working days written notice. Their respective Department Head may, at his or her sole discretion, waive the time requirements in appropriate and/or unusual circumstances. The Township reserves the right to limit time off in a manner that will assure that Township operations and the needs of the service will be adequately staffed. A PTO request previously approved shall not be denied absent the mutual consent of the employee. In the event two or more Township employees request the same PTO period and the request is made on the same day and in the event all leave requests cannot be granted due to the operational needs of the Township, the determination shall be made by seniority.



**Section 15.7 - Part-Time Employees.** Regular part-time employees who have been employed for at least one (1) year and who are regularly scheduled to work more than twenty-two (22) hours/week shall receive a pro-rated paid time off allowance on their first anniversary date. Thereafter, PTO time shall be awarded on January 1 of each year. In determining the number of PTO hours to be awarded, the number of hours that the part time employee works the previous year will be divided by 52 and multiplied by 1.0 for 1-2 years of service, multiplied by 1.50 for 3-6 years of service and multiplied by 2.0 for 6+ years of service. The resulting number will provide the paid time off hours that a part time employee is entitled to.

## **ARTICLE XVI**

### **SICK LEAVE**

**Section 16.1 - Accumulation.** Each full-time employee shall be granted eight (8) eight (8) hour sick leave days on each January 1 unless the employee worked less than one (1) full year. Employees who actually work less than one (1) full year shall receive pro-rated sick leave on January 1.

**Section 16.2 - Use.** A regular full-time employee shall be entitled to use his or her accumulated sick leave for any absence necessitated by his or her personal illness or by off-duty injury, not incurred in supplemental employment. Sick leave may also be used to attend doctor's appointments (medical, vision, dental and medical testing). Employees may also use accumulated sick leave for any absence necessitated as a result of the serious health condition of a member of his or her immediate family. For purpose of this section, immediate family is defined as spouse, child or parent. The Township Manager, at his or her sole discretion, may approve sick leave usage for family members not included within the definition of "immediate family."

**Section 16.3 - Excluded Use.** Use of sick leave for personal illness, injury or doctor's appointments or medical testing shall be for only that time for which an employee is not otherwise compensated under either the short-term disability or long-term disability insurance policies. An employee may use sick leave to make up the difference between short-term disability or long-term disability at the employee's regular earnings. An employee may also use sick leave for absences necessitated by a serious health condition of an immediate family member. The term "serious health condition" and the term "immediate family member" shall be applied in this Article as those terms are defined by the Family and Medical Leave Act of 1993.

**Section 16.4 - Substantiation.** An employee shall substantiate the use of sick leave by such reasonable means as the Township may require. Intentional falsification of any affidavit, illness or injury or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

**Section 16.5 - Return to Work.** The Employer may require a "return to work certification" from a physician for unscheduled sick leave in excess of five (5) days or for suspected sick leave abuse. The physician will be of the employee's choosing at his or her

expense. The Township, however, reserves the right to have the employee examined at the Township's expense in the event that the Township has any reason to doubt the validity of the employee's return to work certification.

**Section 16.6 - Carry Over.** Sick leave may be taken in one-half (½) hour increments. To the extent that an employee has accumulated unused sick leave on December 31 of any year, the employee has the option to carry over up to a maximum of eighty (80) hours to the following year. In the event that an employee, as of December 31, chooses not to carry over any unused sick days or has hours remaining after eighty (80) hours have been carried over, the employee shall be paid for fifty (50%) percent of the remaining unused days.

**Section 16.7 - Payment on Termination.** Upon termination of employment as a result of resignation or retirement, a full-time employee shall be paid for fifty percent (50%) of his or her accumulated, but unused, days up to a maximum of sixty-eight (68) hours. Payments shall be based on the individual's rate of pay as of the time of payment. Except as otherwise provided herein, employees shall not be paid for accumulated but unused sick days, nor shall the sick days be cumulative.

**Section 16.8 - Part-Time Employees.** Regular part-time employees who are regularly scheduled to work more than twenty-two (22) hours per week and who have been employed by the Township for at least one year will be granted 24 hours of sick leave each calendar year. Use of sick leave by regular part-time employees will be subject to the conditions and limitations set forth in this Article. Part-time employees will be allowed to carry over up to twenty-four (24) hours of unused sick leave from year to year, but they will not be entitled to any payment under the provisions of Section 16.6 or upon termination of employment under the provisions of Section 16.7.

## **ARTICLE XVII**

### **DISABILITY INSURANCE**

**Section 17.1 - Short-Term Disability.** Short-term disability insurance is available to all full-time employees. This short-term disability insurance covers the Employee who is unable to work due to a non-occupational injury or illness. Benefits begin on the eighth (8th) day off from work, unless hospitalized, in which case benefits begin on the first absent day. Verification from the Employee's physician must be presented to the Township before benefits can begin. Benefits provided to regular full time employees shall provide an employee with payment of sixty-six (66) percent of the employee's regular weekly wage up to a maximum of \$700.00 per week. Benefits will be paid for a period of up to twenty-six (26) weeks. Eligibility shall be determined by the insurance carrier.

**Section 17.2 - Long-Term Disability.** Regular full-time employees are also eligible for long-term disability insurance. Long term disability benefits shall begin after a 180 day elimination period. The benefit shall be sixty (60) percent of the employee's basic monthly

earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit is \$3,000.00. The maximum benefit period shall be in accord with the following table:

<u>Age at disability</u>	<u>Maximum Benefit Period</u>
Less than age 60	To age 65 but not less than 60 months
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Eligibility shall be determined by the insurance carrier.

**Section 17.3 - Part-Time Employees.** Regular part-time employees shall not be covered by short-term or long-term disability provisions.

## **ARTICLE XVIII**

### **FUNERAL LEAVE**

**Section 18.1 - Funeral Leave.** If there is a death in the employee's immediate family, the employee shall be granted a leave of absence to attend the funeral or ceremony. This leave of absence shall be up to a maximum of three (3) consecutive working days with one day of leave being the day of the funeral or ceremony. (When calculating the consecutive working days, weekends and holidays do not count). Immediate family is defined as the employee's current spouse, children, parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step parents, step children, step brother and step sister.

**Section 18.2 - Special Circumstances.** In the event that a family member is cremated two days will be used as consecutive working days and the third day can be used on the actual day of the ceremony with prior approval from the Township Manager and provided that the third day is used within thirty (30) days of the cremation.

**Section 18.3 - Other Relatives.** PTO or sick leave may be taken to attend the funeral of relatives not listed in this article or when circumstances warrant the need for additional leave from work due to a death in the family. It shall be the employee's option to use PTO leave or sick leave under this provision. PTO or sick leave shall be limited to five (5) days per contract year as related to this bereavement article.

**Section 18.4 - Eligibility.** Except as provided in Section 18.5, only regular full-time employees who have completed four months of their probationary period shall be eligible for paid funeral leave.

**Section 18.5 - Part-Time Employees.** Part-time employees who are regularly scheduled to work more than twenty-two (22) hours per week and who have been employed with the Township for at least one (1) year shall be entitled to funeral leave in the case of a death in the immediate family as set forth in Section 18.1. A day of funeral leave shall be defined as the employee's regularly scheduled hours of work for the day that is considered funeral leave.

## **ARTICLE XIX**

### **JURY DUTY**

**Section 19.1.** 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 have otherwise 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 provision shall apply for each scheduled work day that the employee reports for or performs jury duty. In the event that an employee is released from jury duty on a day that he or she is otherwise scheduled to work and where the employee is able to return to the Township in time to complete his or her work day, the employee must return to the Township as soon as possible after being released. However, in no event will the employee be required to work any number of hours during a day which, if added to the number of hours which the individual spent on jury duty during that day, exceeds the number of hours normally and customarily worked by the individual during the day. The employee must be able to provide documentation that the hours claimed were actually served before reimbursement can be made. The Township accepts the court voucher signed by the jury clerk to be the appropriate documentation referred to within this provision.

## **ARTICLE XX**

### **INCLEMENT WEATHER**

**Section 20.1 - Closing Offices.** Any decision to close the Township office due to severe weather or other emergency will be made by the Township Manager and the Township Supervisor or their designated representative(s). The decision will be based on information available from appropriate agencies and by observation. However, the decision to close will be left solely to the Township and its authorized representatives.

**Section 20.2 - Compensation.** If the Township office is closed due to severe weather, regularly scheduled employees who would normally be required to work on those days will be paid for time not worked. Employees who are required to work during severe or inclement

weather, will be credited with eight (8) hours or comp time for each day the Township facilities are closed and the employee is required to work.

**Section 20.3 - Use of PTO.** If Township facilities remain open, but an employee is unable to report for work, the employee may be allowed to charge the absence to PTO leave, provided the employee has the available accumulated time.

## **ARTICLE XXI**

### **LEAVES OF ABSENCE**

**Section 21.1 - Unpaid Leaves of Absence.** The Township Board, at its discretion, may grant a temporary unpaid leave of absence to regular full-time employees who have at least one year of employment and who actually worked at least 1250 hours during the year preceding the request for the leave of absence. A written request must be submitted to the Township Manager at least thirty (30) days prior to the requested leave. If, after consulting with the department head, it is felt that such a leave may be granted without jeopardizing the operations of the department, the request shall be submitted to the Township Board for consideration. During such a leave of absence, the employee shall accumulate no seniority and shall accrue no benefits.

**Section 21.2 - Continuation of Benefits.** Except as otherwise required by the Family and Medical Leave Act of 1993, for an employee's insurance benefits to continue, the employee must pay the premium in advance.

**Section 21.3 - Obtaining Work While on Leave.** An employee who seeks and/or obtains other employment while on such a leave of absence shall be terminated from Township employment effective with the date the leave of absence started, unless the employee was specifically granted a leave for that particular purpose.

**Section 21.4 - Family and Medical Leaves.** For as long as the Township is considered a covered Employer under the Family and Medical Leave Act of 1993 (FMLA) or employees are considered eligible employees under the FMLA, otherwise eligible employees will be entitled to a leave of absence as provided under the FMLA. Any absence of an employee which qualifies as a leave under the FMLA, whether the absence is paid or unpaid, shall be considered a family or medical leave. The Township reserves its rights to limit leaves of absences otherwise allowed under the FMLA.

**Section 21.5 - Military Leaves.** Any employee who enters active duty with the Armed Forces of the United States or a military reserve group, shall be granted a leave of absence without pay for the period of service or duty required. Reinstatement of any employee on a military leave shall be done consistent with applicable law.

## ARTICLE XXII

### HEALTH INSURANCE

**Section 22.1 - Insurance Benefits.** Applicable levels of insurance benefits now in effect will be maintained for eligible full-time Employees for the duration of this Agreement. The Township reserves the right to provide insurance benefits under a group insurance policy issued by an insurance company selected by the Township, so long as existing levels of coverage remain substantially the same. Insurance benefits include health, dental, vision, life and disability income, both short and long term.

The Township will be switching to a high deductible plan referred to as the BC/BS Flex II plan. Eligible full-time Employees for the duration of this Agreement shall contribute \$30.00 per pay period for single coverage and \$40.00 per pay period for two person and family coverage. The Township will reimburse the original deductibles of \$1,250.00 for single coverage and \$2,500.00 for other coverage. These deductible amounts may change from year to year based upon Federal rules and regulations. Under the High Deductible Health Insurance Plan, the initial deductible of \$1,250 for single coverage and \$2,500 for two person and family coverage will be paid by the employee with reimbursement by a Third Party Administrator (TPA) except for the employee's \$10/\$20 co-pay responsibility for prescriptions and the \$10 office call co-pay. After the applicable deductible is paid, prescription co-pay will be set at \$10/\$60 with Township reimbursement back to \$10/\$20. Mail order prescription co-pay will be at \$20/\$120 after the deductible is paid and will also be reimbursed back to \$15/\$30 by the Township. The Township reserves the right to provide insurance benefits under a group insurance policy issued by an insurance company selected by the Township, so long as existing levels of coverage remain substantially the same. Employees shall pay 10% of any additional health insurance premium increases after January 1, 2012, up to a maximum of \$200.00 per year.

**Section 22.2 - Eligibility.** Only regular full-time employees who have completed four (4) months of their probationary period shall be eligible for insurance benefits. Part time employees are not eligible for insurance benefits.

**Section 22.3 - Continuation of Benefits.** In the event that an employee is fatally injured and such death arose out of and in the course of employment, the employee's spouse and/or dependent children shall be provided with continued health insurance coverage for sixty (60) months. In any event, insurance will not be provided to any spouse and dependent after the spouse has remarried or after the spouse becomes eligible for insurance benefits through his or her own employment or through government sponsored insurance coverage.

**Section 22.4 - Disability.** In the event an employee becomes disabled, the Township will continue to pay premiums for health insurance and accident/life insurance for a period of up to six months, when disability is due to sickness, accident or on the job injury.

**Section 22.5 - Option.** In the event an employee elects not to participate in the Township's health insurance program, the employee will receive \$750.00 per quarter, paid in

arrears. The employee can change his or her status at any time relative to this on fourteen (14) days written notice to the finance coordinator.

## **ARTICLE XXIII**

### **LIFE INSURANCE**

**Section 23.1 - Life Insurance.** The Township agrees to provide full-time employees with a portable term life insurance policy or death benefit in the amount of Fifty Thousand and 00/100 (\$50,000) Dollars and an accidental death and dismemberment policy in the amount of Five Thousand and 00/100 (\$5,000) Dollars, provided there is no additional cost to the Township and employees understand that they may have to qualify for the insurance upon termination of employment with Township and they will have to pay the costs. Further, this option will not be available to those employees who are fired. The Township reserves the right to change providers and benefits provided under this provision shall at all times be subject to the terms of the insurance contract and the regulations of the insurance carrier. Employees will be kept informed of any changes that may occur in the plan.

**Section 23.2 - Part-Time Employees.** Part-time employees who are regularly scheduled to work for the Township more than twenty-two (22) hours per week and who have been employed by the Township for at least one (1) year shall receive a term life insurance policy or death benefit in amount of Five Thousand and 00/100 (\$5,000.00) Dollars.

**Section 23.3 - Retiring Employees.** Employees who retire from Township employment, to the extent allowed by the terms of the insurance contract in effect at the time and pursuant to the rules established by the carrier, may purchase insurance at their own cost.

## **ARTICLE XXIV**

### **PENSIONS**

**Section 24.1 - Pension.** Full-time employees are covered by the Township's Employee Retirement Plan, Manufacturers Life Insurance, a pension plan provided through the Michigan Township Association. The policy is optional to the Employee after one month of employment. Effective April 1, 2002, the Township will contribute eleven (11) percent of the employee's actual bi-weekly earnings. The employee may make an additional contribution of up to eleven (11) percent.

## ARTICLE XXV

### COMPENSATION

**Section 25.1 - Rates of Pay.** Rates of pay for Employees included within the bargaining unit as defined by Section 1.1 shall be set forth in Schedule A corresponding to the years 2011-2014 which shall be attached hereto and incorporated herein.

**Section 25.2 - On-Call Duty (Beeper Pay).** Employees who are required by the Employer to carry a beeper shall be compensated in the amount of Five Hundred and 00/100 (\$500.00) Dollars which shall be considered an addition to their regular pay and which shall be paid quarterly.

**Section 25.3 - Water Distribution License.** All DPW Laborer positions shall obtain an S-4 water distribution license from the State of Michigan as a requirement of their employment. Additional licenses as may be required by the Township shall be compensated according to the following rate schedule:

S-3 License	- \$ .50 per hour
S-2 License	- \$1.00 per hour
S-1 License	- \$1.50 per hour

Employees currently holding these licenses will continue to be compensated at their current rates; however, only additional licenses that are required by the Township hereafter will be compensated. The compensation identified above for attaining a water distribution license, shall be paid to an employee retroactive to the date the license was obtained..

## ARTICLE XXVI

### EDUCATIONAL ASSISTANCE

**Section 26.1** - The Township agrees to contribute up to 100 percent of the cost for a class and/or workshop that is required or requested by management, is job related and is otherwise approved and within budgetary limitations. In order to be eligible for educational assistance, the employee must complete the class and pass the course with a C or better or otherwise provide the Township with evidence of satisfactory completion. Applications for educational assistance must be made to the Township and approved prior to the time the class begins.

**Section 26.2 - Licensing Certification Fees and Renewals.** The Township agrees to assume the cost for licensing, certification and renewal fees, including the cost of seminars and/or other training sessions necessary to obtain or renew said licenses or certification for employees required to possess such license or certification as a requirement of their job or as requested by management. Prior approval from the Township is required.



**Section 26.3 - Publication/Dues.** The Township shall pay for subscriptions to publications for employees or memberships in organizations of a professional nature of the publication or membership is relevant to the employee with the job and would provide useful information that would benefit the Township. Approval must be granted by the Township Manager. Approval shall not be unreasonably withheld.

## **ARTICLE XXVII**

### **NO STRIKE - NO LOCKOUT**

#### **Section 27.1 - No Strike/No Lockout.**

- A. The Township and the Union for itself and on behalf of its members recognize this Agreement as mutually binding and obligatory upon them for the entire term thereof.
- B. The Union agrees that it will not authorize, instigate, support or condone any strike, slowdown or other concerted activity designed to interrupt Township services.
- C. The Township agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.
- D. In order that the intent and purpose of this article may be effectively executed, the Union agrees that the Employer may discipline or discharge any employee violating the no-strike provision of this Article.

## **ARTICLE XXVIII**

### **SAFETY**

**Section 28.1 - General Safety.** The Township shall make proper provisions for the work-related safety and health of all employees. Employees are required to comply with safety regulations. The employer will furnish required non-prescription safety glasses, goggles, protective gloves, high visibility jackets or vests, rain clothing, boots, hard hats, ear protection, chaps and other work-related protective equipment to employees when essential and shall wear such equipment when working in areas where conditions warrant the use of such equipment. Employees shall report all known unsafe conditions or practices to their immediate supervisor.

In the event the employer requires any employee to wear a special type safety footwear, the employer shall provide such footwear. Such footwear becomes the property of the employee and shall be given normal care and protection.

**Section 28.2 - Safety Meetings.** Safety meetings shall be held on a regular basis, but no less often than once per year. The meeting(s) shall be for the purpose of reviewing and discussing existing safety hazards, if any, and to make recommendations for improving safety conditions. Meetings may also be used for safety education.

## **ARTICLE XXIX**

### **ENTIRE AGREEMENT**

**Section 29.1** - During negotiations, each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the full, final and complete understanding and Agreement of all parties. During the life of this Agreement, neither party will require the other party to engage in further collective bargaining as to any matter whether mentioned herein or not.

**Section 29.2** - Any practice or benefit in existence prior to the execution of this Agreement and which relates to wages, hours or other terms and conditions of employment shall not be binding on the Employer unless such practice or benefit is included as a specific provision within this agreement or is acknowledge in writing by the Employer.

**Section 29.3** - This Agreement may be modified at the mutual agreement of the parties, provides such modification is in writing and signed by the authorized representative of the Employer and the Union.

## **ARTICLE XXX**

### **VALIDITY**

**Section 30.1** - If any part of this Agreement is found to be invalid or unenforceable by reason of any federal or state law now existing or hereafter enacted, such invalidity or unenforceability shall not effect the remainder of this Agreement which shall remain in full force and effect. The parties shall commence negotiations over the provision of the Agreement held invalid or unenforceable by operation of law and shall attempt to resolve the conflict.

## **ARTICLE XXXI**

### **DURATION OF AGREEMENT**

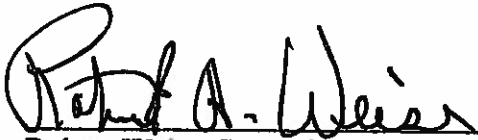
**Section A** - The provisions of this Agreement shall be effective as of April 1, 2011 and shall continue to remain in full force and effect to and including March 31, 2014, and thereafter for successive periods of one (1) year, unless either party shall, at least sixty (60) days prior to


March 31, 2014, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change or any combination therefore, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate.

**Section B** - IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized as of the day and date first above written.


*Signed this 29th day of April, 2011.*

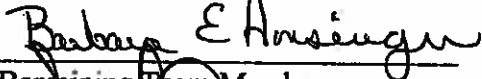
THOMAS TOWNSHIP

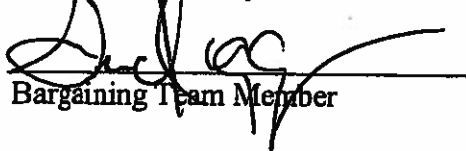
  
\_\_\_\_\_  
Robert Weise, Supervisor

  
\_\_\_\_\_  
Ed Brosowski, Clerk

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 517M

  
\_\_\_\_\_  
Labor Representative

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

**SCHEDULE A**

**RATES OF PAY 04/01/2011-03/31/2014**

<u>Effective April 1, 2011</u>	<u>Start</u>	<u>After Probation</u>	<u>1 year</u>	<u>2 years</u>	<u>1.5%</u>
<u>Classification</u>					
Laborer	12.12	13.10	15.73	17.03	
Crew Leader*	\$3.00 added to laborer rate of pay				
Clerical I	11.80	12.45	15.07	17.03	
Clerical II	11.47	12.12	13.10	14.41	
Part-Time Clerical	11.14	11.92	12.45	13.75	
Clerical (PT student)	9.18	9.49	9.83	10.16	
Code Enforcement Part-time	11.14	11.92	12.45	13.75	
Building Inspector Part-time	24.24				
Electrical & Plumbing Inspector	75% of permit fees				
 Custodian					
Fire station 1& 2			16.29	per cleaning	
Municipal Building			26.86	per cleaning	
Parks Office			12.14	per cleaning	
Public Safety Building			36.79	per cleaning	

\$40 additional compensation is provided for washing windows as requested by employer.

\*Crew leader shall be selected at the discretion of the Employer and shall not be subject to Article IX Procedures for Filling Vacancies.

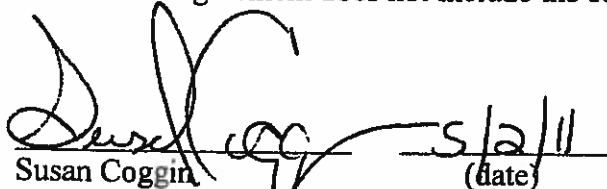




## MEMO OF UNDERSTANDING

This Letter of Understanding between the Local SEIU and Thomas Township concerns Larry Nelson, Electrical Inspector, and his educational requirements. Thomas Township agrees to pay for classes and training that are required by the State of Michigan to maintain Larry's licensing, so long as the following criteria are addressed:


1. It is a budgeted expense – This means that it will have to be included in the annual budget that is prepared, which will require Larry to submit his list of classes in December for the next fiscal year that runs from April 1<sup>st</sup> to March 31<sup>st</sup>.
2. It has been approved in advance – Larry will have to submit a written or form request with information pertinent to the class to his supervisor and receive written approval before registering.
3. A passing grade is obtained – In most cases this will be a credit/no credit situation. If a class is failed or not attended, Larry will have to refund the cost of the course.
4. Thomas Township is the only place of employment for Larry – In the event that Larry obtains additional employment as an electrical inspector, this agreement will become null and void.
5. This agreement does not include the cost of any transportation or housing.

  
Susan Coggin  
SEIU Union Steward

5/2/11  
(date)

  
Darliane Green-Blackmon  
SEIU

5/2/11  
(date)

  
Russell Taylor  
Manager, Thomas Township

4-29-11  
(date)