

LABOR AGREEMENT

BETWEEN

LOCAL 517M



SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M

AND

FRUITPORT CHARTER TOWNSHIP

Effective
April 1, 2014
through
March 31, 2018

**FRUITPORT CHARTER TOWNSHIP
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 517M**

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AGREEMENT

This Agreement made this 1st day of April, 2014, by and between the Fruitport Charter Township, hereinafter designated as the "Employer," and Local 517M of the Service Employees International Union of Southwestern Michigan, hereinafter referred to as the "Union," under the provisions of the Public Employee Relations Act, Act 336 of the Public Acts of 1947, as amended. It is the purpose and intent of the parties to this Agreement that its results shall promote mutual cooperation and further the welfare of the Employer and its employees; insure a spirit of confidence and cooperation between the Employer and its agents and employees; establish uniform and equitable rates of pay and hours of work; provide for a disposition of grievances; and improve the efficiency of municipal services.

ARTICLE I **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representatives and agent with respect to rates of pay, wages or salaries, hours of work, and other terms and conditions of employment for all employees covered by and defined in the applicable Michigan Employment Relations Commission (MERC) certifications, but subject to the terms and provisions regarding temporary seasonal employees as hereinafter set forth in this Agreement.

ARTICLE II **NO DISCRIMINATION**

In accordance with all laws, restrictions, and executive orders, it is the policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, color, creed, national origin, gender, age, or other characteristic(s) prohibited by law.

ARTICLE III **UNION SECURITY AND REPRESENTATION**

Section 3.1 Upon the receipt of a written authorization from an employee, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union by registered mail during the period of ten (10) days immediately succeeding the annual anniversary date of the employee's authorization.

Section 3.2 Employees may, in writing on forms provided, direct the Employer to deduct from their wages each month the amount of their Union dues to the Union.

The Employer agrees to comply with such written authorization, received by the Employer

Finance Department, from the employee for the personal payroll deduction of membership dues. The deduction shall be withheld in the first payroll period of each month and delivered by lump sum payroll to the official designated by the Union. Such sum shall be delivered to the Union within five days of deduction together with a complete dues deduction list.

Section 3.3 All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure and negotiations by officers, stewards, and a bargaining committee chosen by the Union.

Section 3.4 Nothing herein shall abridge the right of the employee to process the employee's own individual grievance, upon notification to the Employer of the employee's intent. The Union may have a representative present at all discussions of the grievance, and any adjustment that may result therefore shall not be inconsistent with the terms of this Agreement.

Section 3.5 Within the language of the present article, the employee shall be paid by the Employer during working hours in the course of arbitration or while processing a specified grievance with the written permission of the employee's immediate supervisor, which permission will not be unreasonably withheld.

Section 3.6 Compensation shall be at the employee's regular rate of pay and shall cease at the end of the employee's regular scheduled working hours of any day of an assigned shift. The employee shall furnish a daily record of pre-approved time spent in such procedures to the Employer.

Section 3.7 Committee members, stewards, and/or alternates who are employees of the Employer shall be paid for time spent during working hours in the processing of grievances and for negotiations directly related to the administration of the Agreement, conducted during regular working hours according to the time and conditions set forth in Article 3.5 and Article 3.6.

Section 3.8 The names of the committee members, stewards, and officers shall be given in writing to the Employer.

Section 3.9 Union officers, who are employees of the Employer, shall be paid by the Employer for time spent during regular working hours in the processing of grievances and for negotiations directly related to the administration of this Agreement. All matters involving grievances not properly classified as immediate safety hazards, lost-time, discipline, or similar emergency matters shall be handled without disruption of the work schedules. The steward will attempt to establish an acceptable time in which to process such matters with the approval of the steward's immediate supervisor. The steward shall notify the steward's immediate supervisor of the nature of the matter and the approximate time needed away from the job. At the supervisor's discretion, the supervisor may authorize reasonable time for the steward to handle such matters during working hours. Compensation shall be at the employee's regular straight-time pay and shall cease at the end of the employee's regular scheduled working hours of any day of an assigned shift.

Section 3.10 The Employer agrees to deduct and transmit contributions to SEIU COPE, each pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the SEIU Local 517M. Those transmittals shall occur each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 4.1 The Employer retains all the rights, powers, authority, functions, and prerogatives which it had prior to the signing of the Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, authority, or functions are expressly and specifically abridged, modified, or limited by this Agreement.

Section 4.2 Nothing in this Agreement shall be construed to limit or restrict in any way the Employer's sole right to manage its operation and services efficiently and economically, including the right to:

- (a) Decide the services to be performed, and the quality of these services; the methods of performing the services; the materials, tools, and equipment to be used, and the discontinuance of any service or method of service.
- (b) Introduce new equipment, machinery, processes, services, or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the use of materials, supplies, equipment, tools, or machinery to be brought, made, used, or contracted for and the price to be paid.
- (c) Subcontract for or purchase the construction of new facilities and/or all work, processes, services, or component parts of products, maintenance and repair work, or office service.
- (d) Determine the number, type, and location of its buildings and facilities; discontinue temporarily or permanently, in whole or in part, any and all of the Employer's operations or move them from one location to another.
- (e) Determine the size of the work force and increase its size; hire, assign, promote, layoff, or effect reduction of hours worked.
- (f) Determine the number of hours to be worked; establish standards of performance as to quality; test, investigate, and improve individual and unit effectiveness; and initiate and carry out cost and general improvement programs.
- (g) Discipline and discharge for just cause; adopt, revise, and enforce work rules; maintain order and efficiency; establish standard of performance as to quality

test, investigate, and improve individual and unit effectiveness; and initiate and carry out cost and general improvement programs.

- (h) Transfer employees from one shift to another; direct the work force; and require employees to give instructions or the Employer may give instructions.
- (i) Determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.
- (j) Assign employees to work overtime in excess of their usual shift schedule and require employees to perform work outside their assigned job classifications, regardless of the availability of work in their classification.

Section 4.3 These specific rights, as herein identified, are not nor shall they be restrictive of, or a waiver of, the rights of management not listed and specifically modified herein whether or not such rights have ever been exercised. Further, the management rights, as specified herein, shall be subject to application of the terms and provisions of this Agreement.

Section 4.4 The right of the Employer to prescribe and enforce reasonable work and discipline rules and to modify or amend said rules during the term of this Agreement is reserved; however, said right being subject to the Union's right to apply grievance and arbitration provisions and processes regarding any such promulgated rules deemed to be unreasonable by the Union.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 5.1 It is the intent of the parties to this Agreement that procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them.

All such disputes, controversies, and grievances which arise between the Employer and the Union or between the Employer and the employee, or group of employees, covered by this Agreement, concerning the effect, interpretation, application, breach, claim, or violation of any provisions of the Agreement shall be subject to the following procedure:

- Step 1: Any employee, or the Union, claiming to have a grievance may submit such grievance in writing to the immediate supervisor no later than 10 working days after the matter concerned first arose. The immediate supervisor shall reply within 10 working days thereafter.
- Step 2: If the matter is not satisfactorily resolved in Step 1, the Union may appeal in writing to the Township Supervisor. This appeal, in writing, must be processed within 10 working days following completion of Step 1. The answer of the Township Supervisor shall be given within 10 working days.

Step 3: If the matter is not satisfactorily resolved in the preceding steps, the Union may appeal in writing to the Township's Public Works Board within 10 working days following completion of Step 2. The answer of the Public Works Board shall be provided within five workdays immediately following the day of the next scheduled committee meeting. The grievance meeting before the Public Works Board may be held in private.

Step 4: If the matter is not satisfactorily resolved in the preceding step, the matter may be referred to arbitration. Such notice must be in writing within 10 working days following completion of Step 3. The arbitrator will be chosen by the combined parties involved from a list of seven names; each party shall eliminate three names. The name remaining shall be the Arbitrator. MERC shall supply the list.

Section 5.2 Cost of arbitration shall be borne by the party judged to be in error, or deemed responsible.

(a) The authority of the arbitrator shall be limited to the interpretation and application of the expressed terms of this Agreement and shall not have the power to revise or alter any of the terms.

(b) The decision shall be placed in writing and delivered to both parties, and such decision shall be final and binding.

Section 5.3 Time limits may be extended by mutual agreement, but must be in writing. If the grievance is not processed by the Union to the next step within the time limits, the grievance is considered withdrawn. Any grievance not processed by the Employer within the time limits shall be considered as valid and any relief requested shall be forthcoming within 15 working days.

Section 5.4 The withdrawal of a grievance by the Union, or the voluntary settling of a grievance by the Employer, shall in no way set a precedent in the matter involved for future similar cases.

Section 5.5 Matters arising out of the Agreement pertaining to discharge shall progress immediately to Step 3 of the grievance procedure.

Section 5.6 The Township Supervisor may delegate, to such Township employees or personnel as the Township Supervisor shall in the Township Supervisor's discretion designate, the responsibilities as set forth and outlined in the grievance procedures of this Article in instances and situations where the Township Supervisor is unavailable to perform the prescribed duties or respond to grievances within the specific time limits prescribed in the grievance procedure section of this Agreement.

ARTICLE VI
NO STRIKES/NO LOCKOUTS

Section 6.1 During the life of this Agreement, the Union shall not cause or authorize its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restrictions of production, or interference of the operations and service of the Employer. The Union shall not cause its members to cause, nor shall any member of the Union take part, in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises, during the life of this Agreement.

Section 6.2 The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes or work stoppages of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the Employer shall have the right to seek injunctive relief against the Union.

Section 6.3 The officers of the Union shall take reasonable affirmative action to try to prevent any wildcat strike, work stoppage, slowdown of work, picketing, or work interference of any kind.

Section 6.4 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike-taking place during the life of this Agreement.

ARTICLE VII
DEFINITIONS

Section 7.1 Temporary seasonal employees: For purposes of this Agreement, the term temporary seasonal employee shall be defined as an employee who is employed or hired specifically as a seasonal employee and who works as such for a period of 150 working days or less within a contract year.

For purposes of this Agreement, all temporary seasonal employees who do not work in excess of 150 working days within a contract year shall not be subject to the terms and provisions of this Agreement. A working day is defined as any day a temporary seasonal employee works.

Temporary seasonal employees shall not be employed to displace permanent employees, shall not replace permanent employees laid off from their position, or hired for the purpose of eliminating a permanent position.

Section 7.2 Clerical Employee: For purposes of this Agreement, the term clerical employee shall be defined as an employee who is primarily employed in the Township Hall for purposes of performing ordinary and customary secretarial services, copy, transcribing, letter writing, stenographic services, attending to correspondence, filing, and customer and patron services and other such related duties and activities.

Section 7.3 The first three months of active employment an employee shall be on probation. The Employer may extend this time up to an additional 30 days by notifying the employee prior to the completion of three months of active employment and putting the reason for the extension in writing. After 30 days of probation the employee will receive the Employer's health insurance. All new employees shall be considered on a probationary period for three months, uninterrupted by any kind of service break during which they may be discharged, laid off, or transferred by the Employer without further reasons.

Probationary employees shall not receive or accrue sick, vacation, or personal time until the completion of the probationary period.

ARTICLE VIII **SENIORITY, LAYOFF AND RECALL**

Section 8.1 For the purpose of establishing vacation benefits, longevity benefits, sick leave and the like, seniority shall be defined as employee's, who are covered by this Agreement, continuous length of service with the Employer, commencing with the last date of hire.

For purposes of bumping, layoff, and recall, seniority will be based on bargaining unit seniority .

Section 8.2 An employee's seniority with the Employer and within the bargaining unit shall end and the employee's employment terminate for any one of the following reasons:

- (a) Voluntary quit.
- (b) Discharge not reversed through the grievance procedure.
- (c) Layoff for a continuous period of one year.
- (d) After notification of recall from layoff, failure to report within three days, without justifiable reason. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's records shall be considered proper notice. Each employee shall be responsible for having the employee's proper address on record with the Employer.
- (e) Failure to report to work at the end of sick leave or leave of absence, without justifiable cause.
- (f) Retirement.
- (g) Absent for three consecutive working days without notice to the Employer.

- (h) Employees will have April 1st as a benefit date. All benefits for new hires or anyone separating from the Employer will be pro-rated to April 1st of the following year. All employees will continue to use their hire date for seniority purposes.

Section 8.3 Upon written notification of layoff, which shall be no less than 10 working days in advance, employees shall have 10 working days to bump other employees with less bargaining unit seniority. A laid off employee may use their seniority to exercise his/her bumping rights by bumping an employee with less seniority in the bargaining unit, provided the employee possesses the minimum qualifications deemed appropriate by the Employer. Those employees on probation shall be the first to be laid off.

A copy of such written notification of such layoff and recall will be provided to the unit President.

Section 8.4 Upon recalling employees, employees shall be recalled to work in the reverse order of layoff.

Section 8.5 The Level I Parks position shall only have bumping rights during a layoff, if such layoff is permanent.

ARTICLE IX **MISCELLANEOUS**

Section 9.1 The Employer agrees to furnish a bulletin board to be used by the employees and the Union. Such bulletin board shall be placed by the time clocks, which the employees use, except that the bulletin board to be provided for the use of the clerical employees shall be placed near the time card rack and not next to the time clock.

Section 9.2 The Employer agrees to provide space in the Township Hall for all meetings by this unit, provided that such unit has a submitted written request at least 10 days prior to such meeting.

Section 9.3 The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the employees' health and welfare. Both the Employer and the Union recognize their respective obligation to assist in the prevention, correction, and elimination of all unhealthy working conditions and practices.

Section 9.4 Any employee who is asked to use the employee's own personal vehicle, upon approval of the employee's immediate supervisor, for the purpose of transacting the Employer's business, shall be compensated the same rate for mileage as the Township Board annual set mileage rate. The Union will also accept the per day food expense reimbursement as periodically set according to uniform Employer policy when required to be out of their regular assigned work area on Employer business. If out of town lodging is required, a reasonable rate of

reimbursement will be granted upon the approval of the Township Board.

Section 9.5 The following information shall be furnished to the Union and updated annually:

- (a) The number of employees by classification within the bargaining unit;
- (b) The current seniority list, including new hires.

Section 9.6 The Employer shall have the right to subcontract any work so long as all provisions of this Agreement are followed.

Section 9.7 The waiver of any part of this Agreement by either party shall in no way set a precedent for future issues.

Section 9.8 When the Employer closes a Township building or department (for an Act of God Day) and sends any employee home, the employee will be compensated for a minimum of four hours. If the employee is called and told not to come in a minimum of two hours' compensation will be paid. If employees are asked to stay and work they will be asked by seniority within their job classification. If there are no volunteers then low seniority within the job classification will have to stay and perform the work.

Section 9.9 Upon separation from the Employer, an employee will be required to turn in all Employer owned equipment, keys and clothing.

ARTICLE X **WORKING HOURS AND SCHEDULES**

Section 10.1 The standard work week shall consist of five consecutive days, Monday through Friday, both days inclusive. The Employer reserves the right to any time upon one week's advance notice to change the time of any work period, schedule or shift.

Section 10.2 The standard workday shall consist of eight working hours with a half-hour unpaid lunch and two paid 15 minute breaks. Scheduling of both is to be approved by the immediate supervisor.

Section 10.3 In the event the Employer shall begin any new shift, such hours shall be at the same rate of pay, and the same benefits as the first shift, with a premium of ten cents for second shift and fifteen cents for third shift.

Section 10.4 Time worked by employees shall be computed by six minute intervals. Any employee working less than three minutes of any interval shall not be paid for such interval.

Section 10.5 All paid time off shall be computed as time worked for computation of benefits.

Section 10.6 Employees using sick, vacation, compensatory, or personal time shall use no less than one-half hour of time. After the first half hour, additional time shall be used in 6 minute intervals.

ARTICLE XI **OVERTIME PAY**

Section 11.1 Time and one-half the regular hourly rate shall be paid any employee who works more than eight hours in a 24 hour period or more than 40 hours per work week.

Section 11.2 Time and one-half shall be paid any employee who works on Saturday and such hours are authorized.

Section 11.3 Any hours worked on Sundays or holidays, provided such hours are authorized, shall be paid double time.

Section 11.4 In the event an employee is asked to perform overtime work on a Saturday, but chooses of the employee's own accord to perform that work on a Sunday, the employee will be paid time and a half and not double time for all work so performed.

Section 11.5 Employees shall be paid at their regular rate of pay for attendance at meetings and educational classes as shall be directed and required by the Employer, but the pay shall not exceed pay for eight hours per day.

Section 11.6 Employees may choose not to receive monetary compensation for overtime hours worked and receive compensatory time instead. Such time shall be used in the contract year in which it was earned. All compensatory time not used within the contract year shall be paid to the employee at the end of the contract year. Compensatory time shall be credited in the same manner as overtime wherein employees shall receive 1.5 hours of compensatory time for all hours worked over 8 in a 24 hour period or more than 40 per week and shall receive 2 hours pay for each hour worked on a Sunday or holiday as outlined in Article XII. Compensatory time may be used pursuant to Article XIII Section 13.3.

Section 11.7 All non-scheduled overtime, referred to as a "call-in" shall be paid 1.5 hours plus all time actually worked. If an employee works overtime for three hours, such shall be paid for 4.5 hours at time and a half or double time. Call in procedure for after hour call ins, Employees being called in for after-hours work will be called in by seniority starting with the most senior employee in that classification. To assure that overtime for after hour call-ins are shared equally, there is to be a rotation of calls to employees. For example, when an employee is called in and takes or refuses the overtime, they will be put at the bottom of the list and not called again until the seniority list has been gone through.

Section 11.8 All scheduled overtime that is not an extension of or does not extend into a regularly scheduled shift shall be paid for actual time worked but not less than 2 hours. For example, an employee that works 3 hours of scheduled overtime shall be paid for 3 hours at time

and one half or double time whichever is applicable. An employee that works 1 hour of scheduled overtime shall be paid for two hours at time and one half or double time whichever is applicable.

ARTICLE XII **HOLIDAYS**

Section 12.1 The following days shall be observed as paid holidays:

- | | | | |
|-----|---------------------------|-----|--------------------|
| 1. | January 1 st | 2. | President's Day |
| 3. | Good Friday | 4. | Memorial Day |
| 5. | July 4 th | 6. | Labor Day |
| 7. | Veteran's Day | 8. | Thanksgiving Day |
| 9. | Friday after Thanksgiving | 10. | Christmas Eve Day |
| 11. | Christmas Day | 12. | New Year's Eve Day |

Section 12.2 All employees shall receive their regular rate of pay for all such holidays. If an employee is required to work on any listed holiday, the employee shall receive the employee's regular hourly rate of pay plus double time for all hours worked, or the employee can schedule compensatory time off.

Section 12.3 Any holiday falling on Saturday shall be construed as falling on Friday. Any holiday falling on Sunday shall be construed as falling on Monday.

Section 12.4 Regular full-time employees shall be paid for holidays if they work their scheduled shifts before and after the holiday. Authorized leaves shall be considered as working their scheduled shifts. Pay for the holiday will be determined by hours worked on a regular work day.

Section 12.5 During the term of this Agreement, the Employer will designate one floating holiday. Employees will be paid for this holiday in accordance with Section 12.2.

Section 12.6 Personal days are issued at 24 hours. For new hires, or an employee separating from the Employer, hours are to be pro-rated.

ARTICLE XIII **VACATIONS**

Section 13.1 Upon completion of an employee's first year anniversary date, such employee shall be eligible for 10 days paid vacation time. See Article VIII, Section 8.2(h).

Section 13.2 Upon completion of an employee's eighth year anniversary date, such employee shall be eligible for 15 days paid vacation time. Upon completion of an employee's fifteenth year anniversary date, such employee shall be eligible for 20 days paid vacation. Upon completion of each year after an employee's twentieth year anniversary, such employee shall be eligible for an

additional day per year paid vacation time up to 25 total vacation days.

Section 13.3 All non-clerical and clerical employees must give written notice to their immediate supervisor requesting vacation commencement. The Employer, through the employee's immediate supervisor, must give written permission or denial of such request within three workdays of receipt of such request. If the vacation time is denied, the reason for denial shall be so stated. If the vacation time is denied by the Employer, it must be denied for reasons, which are rationally and reasonably connected with the furtherance of the Employer's efficient operations. If an employee requests vacation time 60 days in advance (s)he will be guaranteed that time off if no senior employee submits a time off request for that time, prior to those 60 days.

Section 13.4 An employee may carry over from one year to the next 15 vacation days.

ARTICLE XIV **SICK LEAVE**

Section 14.1 After 90 calendar days of service, an employee will be eligible to receive one day per month sick leave allowance. A cap of 250 days or 2000 hours may be accumulated. Hours accumulated over this amount will be paid at the rate of 100 percent to the employee at the last pay period of the fiscal year.

Section 14.2 Upon retirement, in accordance with the Employer pension plan, accumulated sick leave that has not been taken will be paid at the rate of 75 percent. If an employee quits or is terminated, the employee will not be qualified for payment. If an employee has been laid off for a period of six months or if the department of an employee is disbanded entirely, an employee may elect to receive payment for one-half of the employee's accrued sick days. However, if the employee so elects, and that employee is then called back to work or is reemployed by the Employer in another department or in another capacity, that employee must recommence employment with the Employer with no accumulated sick days and must start to accumulate sick days from zero in accordance with the provisions of Section 14.1 hereinabove.

Section 14.3 Employees shall give as much notice to their supervisor as soon as possible after reporting time on the day sick leave is requested or they shall lose sick leave compensation for that day. The Employer will have a call-in line number for all employees to use.

Section 14.4 An employee injured on the job shall be paid the full eight hours for that day and such time shall not be deducted from sick leave provided that the employee is injured to such degree that the employee would be unable to reasonably and safely perform the employee's duties.

Section 14.5 Sick leave shall be at the employee's regular hourly rate. In the event that an employee has exhausted all sick, vacation, compensatory, and personal time to cover the time they have to be off (for medical reasons as outlined in Article XIV), other employees may elect, at their discretion, to give said employee some of their accumulated sick time. Such transfer of

sick time shall be economically balanced. For illustration purposes only, if an employee that earns \$1.00 per hour (which includes all monetary hourly wages), and donates time to an employee earning \$0.50 per hour, one hour of sick time transferred from the first employee would equal two hours of sick leave for the second. The opposite affect applies if the second employee transfers sick time to the first.

Section 14.6 Unauthorized uses of sick leave shall be grounds for disciplinary action up to and including dismissal. Sick leave may be granted for the following reasons:

- (a) Personal injury not covered by Worker's Compensation.
- (b) Personal illness.
- (c) Medical and dental appointments for the employee or immediate family during working hours to the extent of the time needed to keep such appointment. Advance approval from the employee's immediate supervisor shall be-required.
- (d) Enforced quarantine in accordance with community health regulation.
- (e) The serious illness or injury of an emergency nature in the employee's immediate family requiring the employee's attendance. Immediate family is defined as wife, husband, child, parent, parents in law, brother, sister, grandparents and grandchild. Advance approval whenever possible from the employee's immediate supervisor shall be required.
- (f) In an emergency when the employee may not be able to get prior approval, the employee shall notify the employee's immediate supervisor as soon as it is possible.

Section 14.7 In the event an employee dies, accumulated sick leave shall be paid to the employee's estate pursuant to the provisions of this Agreement.

Section 14.8 The Employer reserves the right to verify reported sickness of an employee and may require a medical statement for absence due to sickness or injury when there is evidence of abuse of sick leave or in any event for an absence of three days or more. The Employer may require a medical examination of the employee by its physician at the Employer's cost to verify the illness or injury or the ability to work.

Section 14.9 In case of illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, the Employer will authorize salary payment which, with the employee's disability payment, equals the employee's regular salary.

ARTICLE XV
JURY DUTY

Section 15.1 Any employee required to report for jury duty, examination, or other such required service, shall receive the employee's regular pay for time spent in such service. Fees paid to any employee as compensation for performing jury service shall be paid by the employee to the Employer. Mileage fees paid, as compensation to the employee, shall be retained by the employee.

ARTICLE XVI
UNPAID LEAVES OF ABSENCE

Section 16.1 Employees elected or appointed to a Local 517M Union Office shall be eligible for unpaid leave of absence during tenure in office. Seniority of the employee shall accumulate during leaves of absences under the above conditions.

Section 16.2 A leave of absence, for a reasonable period of time, may be granted by the Township Board. Seniority shall be non-accumulative during such leaves of absence.

Section 16.3 Upon written application by an employee, the Employer may grant to the employee a leave of absence without pay or fringe benefits for the following reasons: (1) child care leave; (2) illness-physical or mental; (3) prolonged illness to immediate family members; (4) other reasons if approved by Employer administrators. Such leaves may be granted, at the discretion of the Township Board, for up to one calendar year. An employee granted such leave shall be returned to the employee's former position unless the position is being held by an employee with more seniority or unless the employee's former position has been eliminated. All paid time off benefits shall be used before any unpaid leaves of absence will be granted.

Upon approval of, and subject to the limitations, restrictions and provisions established by the respective insurance carrier or carriers, insurance benefits may be continued at the employee's expense by the employee paying the appropriate premiums at such place as is designated by the Employer.

ARTICLE XVII
INSURANCE

Section 17.1 – Insurance shall be provided as set forth in Appendix “B” of this Agreement.

Section 17.2 Upon an employee's retirement, the Employer shall continue to provide the employee and the employee's current dependents the same medical insurance program offered to current employees, if the employee was participating in the insurance program at the time of retirement, and subject to the employee continuing to pay the insurance premium co-payments required of active employees, until the age of 65 or death, whichever comes first. This does not apply to employees who do not retire after reaching at least their 55th birthday with at least 20 years of service.

Section 17.3 An employee may retire on or after the employee's 55th birthday with a minimum of 20 years of service, in which case the provisions of Section 17.2 and 14.2 above shall apply. An employee may retire on the employee's 60th birthday with a minimum of 18 years of service, in which case the provisions of Section 14.2 apply; however 17.2 shall not apply but then the employee shall be required to pay the full cost of continued health insurance should the employee choose to remain on the Township health insurance program, until the employee reaches the age of 65 or death, whichever comes first.

Section 17.4 An employee may elect not to be covered by the medical insurance program provided by the Employer, if an employee has alternative coverage. Employees shall produce documentation that proves they are covered by alternative coverage and shall do so at each annual enrollment period of employer. Employees must continuously maintain the alternative coverage while receiving cash in lieu of coverage payments. Any such election shall be made in writing by the employee and delivered to the Employer within a reasonable time so as to allow the Employer sufficient time to have that employee removed from the coverage provided by the Employer's medical insurer. Any such elections shall be subject to the rules and regulations provided or implemented by the Employer's insurer. If an employee makes the election as contemplated herein, and in the event that election is able to be implemented and become effective pursuant to the rules and regulations prescribed by the Employer's insurer, the Employer shall, in lieu of the insurance coverage for the Employer, pay, on employee's behalf, the sum of:

\$200.00 per month for a single employee to a tax-sheltered annuity plan for the employee's retirement, until the employee reaches 65 or upon death, whichever comes first or the employee may elect to take the monthly stipend in cash payment or;

\$300.00 per month for a couple to a tax-sheltered annuity plan for the employee's retirement, until the employee reaches 65 or upon death, whichever comes first or the employee may elect to take the monthly stipend in cash payment or;

\$400.00 per month for a family to a tax-sheltered annuity plan for the employee's retirement, until the employee reaches 65 or upon death, whichever comes first or the employee may elect to take the monthly stipend in cash payment.

Section 17.5 During the term of this Agreement, 30 days prior to changing medical insurance providers, the Employer will negotiate with the Union the change in order to insure that the level of coverage is at least comparable to the current medical insurance.

Section 17.6 The Employer will pay to each employee a \$500.00 dollar reimbursement per year for the employee or employee's dependents to cover costs for eye examinations or towards the cost of glasses, or contact lenses or dental bills (not orthodontic coverage), with a copy of a paid receipt from the employee. This is a total cost per family per year of \$500.00.

Section 17.7 Term Life Insurance of \$20,000 with double indemnity for accidental death and dismemberment per Union member to be provided.

ARTICLE XVIII
LONGEVITY

Longevity pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary or wages. Longevity pay will be computed on the employee's earned straight time as of the employee's anniversary date and paid during the month of December. All current employees as of April 1, 1999 will be grandfathered under the listed longevity pay percentage formula.

Longevity pay shall be as follows:

- Two percent for five years of service.
- Four percent for 10 years of service.
- Six percent for 15 years of service.
- Eight percent for 20 years of service.

Any new employees hired after April 1, 1999 will receive \$600.00 per year longevity pay after five years continuous service with the Employer.

ARTICLE XIX
SEPARABILITY

Section 19.1 In the event that any provisions of this Agreement shall become invalid or unenforceable, such circumstances shall not affect the remaining provisions thereof.

Section 19.2 It is further agreed that in the event of any provision becoming invalid or unenforceable, both parties shall meet within the 30 days to renegotiate the provisions so invalidated.

ARTICLE XX
BEREAVEMENT LEAVE

Section 20.1 In the event of the death of an employee's spouse, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild, brother, sister, sister-in-law, brother-in-law, stepchild, stepson-in-law, stepdaughter-in-law, or step-grandchild, an employee shall be allowed five paid days leave of absence, excluding Saturday or Sunday, and one of the days shall be the day of the funeral. An employee may be allowed one additional day for travel if the location of the funeral exceeds a distance of 350 miles from Muskegon County, but subject to the discretionary approval of the Township Supervisor or delegate.

Section 20.2 In the event of the death of a family member's aunt, uncle, niece or nephew, the employee shall be entitled to the day of the funeral off with pay providing the employee attends the funeral.

Section 20.3 Employees shall be allowed sufficient time off work, with pay, to attend the funeral of a fellow co-worker, dependent upon the demands of the service.

ARTICLE XXI
HEALTH, WELFARE AND CLOTHING ALLOWANCE

Section 21.1 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury and sickness, and in conformity with statute.

Section 21.2 As needed, all non-clerical employees covered by this Agreement will receive one winter coat, one pair of winter work boots, three winter work shirts, one pair of insulated bibs (Carharts), one summer jacket, one pair of leather boots for summer, three summer work shirts. Clothing will be replaced when old clothing is brought in showing wear. All non-clerical employees covered by this Agreement will receive a \$300.00 per year cleaning allowance. Clothing must be worn during regular working hours and not to be worn after working hours. Employees' cleaning allowance will be paid on or about April 1 for previous year.

ARTICLE XXII
VACANCIES AND JOB OPENINGS

Section 22.1 Should it become necessary to fill a vacancy within the bargaining unit, or to add to authorized labor, all opportunities shall be first given to employees already employed. If a vacancy is to be filled within the bargaining unit, the following procedure shall be used:

- (a) The Employer shall post a notice on the Union bulletin board for a period of five workdays. Such notice shall state the open position, the rate of pay, the shift, duties involved and the minimum qualification for the position.
- (b) Any bargaining unit employee with seniority may bid on such position. All applicants will be considered for the position, and the position will be awarded to the senior qualified applicant, as determined by the Employer, and subject to the applicant's experience, demonstrated skills, attendance, evaluations and work awards. The position shall be awarded for a 30 workday probationary/trial period. If the employee fails to successfully complete the probationary/trial period, or voluntarily relinquishes the position within 30 working day period, the employee shall be returned to the employee's previous position. The Employer shall not be arbitrary or capricious.
- (c) The Employer shall, following the selection, post the results on the Union bulletin board.

Section 22.2 This procedure shall in no way prevent the Employer from temporarily filling an

open position, in an emergency situation, or until the bidding procedure is fulfilled.

Section 22.3 Any employee who is promoted to a position outside of the bargaining unit shall retain the employee's accumulated seniority for one year. In the event the employee has to be returned to a position within the bargaining unit, the employee shall return to a position to which seniority entitles the employee. The employee's seniority shall then commence to accumulate.

Section 22.4 Any employee temporarily transferred to a higher paying position shall be paid at the rate of pay for that position. If an employee is temporarily transferred to a lower paying position, the employee shall not lose wages or benefits because of such transfer.

Section 22.5 Any employee occupying the Level IV non-clerical or Level III clerical position shall have the right of returning to their previous position with a 30 day notice to the Employer. These positions shall serve at the discretion of the Township and the Township shall have the right to remove any employee occupying the Level IV non-clerical or Level III clerical at its discretion and return the employee to their previous position with a 30 day notice to the employee.

ARTICLE XXIII **WAGES**

Section 23.1 Wages shall be paid as set forth in Appendix A of this Agreement.

ARTICLE XXIV **TEMPORARY SEASONAL EMPLOYEES, NON-CLERICAL EMPLOYEES**

Section 24.1 In modification of the term and provisions contained in the consent agreement and certification of representative instrument dated October 3, 1977 and bearing case number R77h-398, State of Michigan, Department of Labor, Employment Relations Committee, Labor Relations Division, the parties to this Agreement agree that the Employer may hire temporary seasonal employees who shall not be covered by the terms and provisions of this Agreement. Determination or status of such employees as temporary seasonal employees shall be made in accordance with the definition of temporary seasonal employees as contained within this Agreement.

ARTICLE XXV **DURATION**

Section 25.1 This Agreement shall be in effect from April 1, 2014 to March 31, 2018 inclusive, and shall continue from year to year thereafter, subject to a minimum of 60 days' notice in writing prior to any expiration date of this Agreement, or a desire to amend or modify this Agreement, the option to negotiate amendments to or modifications to this Agreement being reserved by all parties.

The parties agree to re-open the Agreement to discuss healthcare prior to the Employer's healthcare renewal date. The purpose of this discussion is to investigate what options may be needed to be done to achieve a reasonable cost effective plan for both the Employer and Employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on _____ effective April 1, 2014 through March 31, 2018.

Ron Langlois, Unit President

Brian Werschem, Township Supervisor

Patricia Nichols, Unit Rep

Carol Hulka, Township Clerk

Devon King, Unit Rep

Christine Fahl, Labor Relations Specialist
SEIU, Local 517M

APPENDIX "A"

Wages: April 1, 2014 to and including March 31, 2018

Ranges: General Wage Ranges and Increases

NON-CLERICAL EMPLOYEES:

	4-1-14 (2%)	4-1-15 (2%)	4-1-16 (2.25%)	4-1-17 (2.25%)
Level I Parks	14.50	14.79	15.12	15.46
Level II Cemetery Sexton/Township Maintenance	19.90	20.30	20.76	21.23
Level III Utility Operators	21.00	21.42	21.90	22.39
Level IV Utility Foreman	23.04	23.50	24.03	24.57

NEW HIRE/NON-CLERICAL EMPLOYEES:

Pay for new employees occupying the non-clerical Level's II, III, & IV positions shall be \$5 dollars less than the top of the pay scale of their position. On April 1 of each year, employees shall receive \$1.25 dollar per hour increase plus any contractual increase until they reach the top of the pay scale for their position. Pay for new employees occupying the non-clerical Level I position shall be \$2 dollars less than the top of the pay scale for their level position. On April 1 of each year, Level I employees shall receive a \$0.50 per hour increase plus any contractual increase until they reach the top of the pay scale for their position.

LEVEL IV UTILITY FOREMAN

The Level IV position shall be responsible from time to time at the discretion of the Township to be on call after hours to dispatch employees to overtime calls. As compensation for this, the Level IV shall receive three (3) tenths of an hours pay for each call dispatched and cleared. This shall not change the Level IV's position in the established overtime rotation.

If the Level IV Utility Foreman is off and the Township appoints an alternative Utility Foreman for the day, such employee shall receive one hour compensatory time to be recorded with the Treasurer for each day serving as the alternative Foreman.

WORK LEADER

Shall be paid 50 cents per hour over and above their regular wage for the duration of the Agreement.

S-1 LICENSEE:

As required by the State to maintain Water Department, shall receive an additional \$1 dollar per hour above regular wage.

S-2 LICENSEE:

As required by the State to maintain Water Department, shall receive an additional \$0.75 cents per hour above regular wage.

S-3 LICENSEE:

As required by the State to maintain Water Department, shall receive an additional \$0.50 cents per hour above regular wage.

Employer will pay for all costs of DEQ license renewal fees.

Grade IV Sewer Collection System License

As required by the State to maintain a Sewer Department shall receive an additional \$0.75 per hour above regular wage.

Grade III Sewer Collection System License

As required by the State to maintain a Sewer Department shall receive an additional \$0.50 per hour above regular wage.

Grade II Sewer Collection System License

As required by the State to maintain a Sewer Department shall receive an additional \$0.35 per hour above regular wage.

MCAO LICENSEE-2

As required by the State to maintain an Assessing Department, shall receive an additional \$0.35 per hour.

MAAO LICENSEE-3

As required by the State to maintain an Assessing Department, shall receive an additional \$0.50 per hour.

CLERICAL EMPLOYEES:

	4-1-14 (2%)	4-1-15 (2%)	4-1-16 (2.25%)	4-1-17 (2.25%)
Level I Receptionist	12.00	12.24	12.52	12.80
Level I Administrative	16.85	17.19	17.58	17.98
Level II Administrative	17.31	17.66	18.06	18.47
Level III Administrative Assistant	18.84	19.22	19.65	20.09

NEW HIRE CLERICAL EMPLOYEES

Pay for new Level I, II, and III administrative employees shall be \$5 dollars less than the top of the pay scale of their position. On April 1 of each year, employees shall receive \$1.25 dollar per hour increase plus any contractual increase until they reach the top of the pay scale for their position. Pay for new Level I Receptionist employees shall be \$2 dollars less than the top of the pay scale for their position. On April 1 of each year, receptionist employees shall receive \$0.50 dollar per hour increase plus any contractual increase until they reach the top of the pay scale for their position.

PENSION

The Employer will contribute 10 percent of the employee's total yearly hourly income into the employee's pension plan. If a Township employee acquires MERS, the Employer and Union mutually agree to open the contract for the purposes of discussing the MERS pension plan.

EMPLOYER RESERVATION OF WAGE INCREASE AUTHORITY:

The Employer may, in its sole and exclusive discretion, modify rates of compensation paid to new hire clerical and non-clerical employees as set forth hereinabove so long as the modification does not constitute a decrease in the wage or compensation rates set forth hereinabove. This provision is included specifically so as to allow the Employer to pay, if it so determines in its sole discretion, compensation to newly hired employees which is in excess of the rates of compensation set forth in this Agreement

Nothing contained in this Agreement shall be construed so as to require the Employer to modify, by increase, the compensation rates set forth in this Agreement.

No modification or modifications implemented by the Employer pursuant to the terms and provisions contained in this Agreement shall create an obligation on the part of the Employer to implement such modification for other employees.

Appendix "B"

See attached Blue Care Network (BCN) Basic Plan and BCN Prescription Coverage Plan.

1. The Employees shall pay the first \$1,000 for single and \$2,000 for couple/family for the co-insurance deductible. The Employer shall fund the 20% co-insurance if an employee exceeds the \$1,000 per member or \$2,000 per contract per plan year.
2. Employees covered by the Plan shall pay a portion of the premium for that coverage. Employees shall have their share of the premiums deducted from their wages. The amount to be paid by each employee shall be \$8/week or \$16/bi-weekly payroll, whichever is applicable.
3. The Employer agrees to provide to qualifying Employees BCN Rx Prescription Coverage with \$10 Generic / \$40 Formulary Brand Name Fixed Dollar Co-Pay Closed Formulary as summarized on the attached.
4. Employee shall follow the requirements of the execution of this insurance and prescription coverage as outlined by the insurance administrator.
5. Employer shall provide a Flexible Spending Account. Employer shall cover the monthly administration fees and the monthly debit card fees.