

8916

10/7/93

AGREEMENT  
BETWEEN THE  
CHARTER TOWNSHIP OF VAN BUREN  
AND  
LOCAL UNION NO. 236  
AFFILIATED WITH COUNCIL NO. 25  
OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES.

*Van Buren, Township of*

21. 1101

1 2 3 4 5

MICHIGAN STATE UNIVERSITY  
LABOR AND INDUSTRIAL  
RELATIONS DEPARTMENT

## TABLE OF CONTENTS

<u>INDEX</u>	<u>PAGE #</u>
AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE I - RECOGNITION	1
ARTICLE II - AID TO OTHER UNIONS	2
ARTICLE III - RIGHTS OF THE TOWNSHIP	2
ARTICLE IV - UNION SECURITY	
Section 1. Agency Shop	2
Section 2. Union Dues and Initiation Fees	4
ARTICLE V - REPRESENTATION	4
ARTICLE VI - DISCIPLINARY PROCEDURES	
Section 1. Discipline	5
Section 2. Discharge or Suspension	6
ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE	
Section 1. Procedure	6
Section 2. Timeliness	8
Section 3. Grievance Meetings	8
ARTICLE VIII - SPECIAL CONFERENCES/NEGOTIATIONS	
Section 1. Special Conferences	8
Section 2. Time Off for Negotiations	8
ARTICLE IX - SENIORITY	
Section 1. Definition	9
Section 2. Records	9
Section 3. Probationary Employees	9
Section 4. Seasonal Employees	9
Section 5. Super Seniority	9
Section 6. Loss of Seniority	10
Section 7. Promotions out of the Bargaining Unit	10
Section 8. Employee Movement	11
ARTICLE X - LAYOFF AND RECALL	
Section 1. Layoff	11
Section 2. Recall Procedure	12
ARTICLE XI - PROMOTION AND TRANSFER	12
ARTICLE XII - WORK HOURS AND WORK WEEK	
Section 1. Hours of Employment	13
Section 2. Rest Periods	13
Section 3. Wash Up	13
Section 4. Time Clock	13
Section 5. Show Up Time	14



ARTICLE XIII - OVERTIME-CALL IN TIME	
Section 1. Definition	14
Section 2. Overtime Distribution	14
Section 3. Call Back - Scheduled and Unscheduled	14
Section 4. Water and Sewer Department Stand-by	15
Section 5. Compensation for Secretaries- Board/Commission Meetings	15
ARTICLE XIV - CLASSIFICATIONS	
Section 1. Work Movement	16
Section 2. New Positions	16
Section 3. Working Out of Classification	16
Section 4. Job Description	16
ARTICLE XV - HOLIDAYS	16
ARTICLE XVI - LEAVES	
Section 1. Application	17
Section 2. Paid Leaves	18
Section 3. Unpaid Leaves	21
ARTICLE XVII - ANNUAL VACATION	
Section 1. Earning	22
Section 2. Use	22
ARTICLE XVIII - INSURANCE	
Section 1. Hospitalization & Medical Insurance	23
Section 2. Dental	23
Section 3. Life Insurance	24
Section 4. Retiree Medical Coverage	24
Section 5. Optical	24
ARTICLE XIX - RETIREMENT	24
ARTICLE XX - SAFETY AND HEALTH	
Section 1. Responsibility	24
Section 2. Safety Committee	24
Section 3. Refusal to Work in Unsafe Conditions	25
Section 4. Safety Glasses	25
ARTICLE XXI - GENERAL PROVISIONS	
Section 1. Emergency Work	25
Section 2. Sub-Contracting	25
Section 3. Access to Premises	25
Section 4. Union Bulletin Boards	26
Section 5. Pledge Against Discrimination & Coercion	26
Section 6. Uniform Allowance	26
Section 7. Foul Weather Gear	26
Section 8. Chauffeur's License	26
ARTICLE XXII - WAGES	27
ARTICLE XXIII - NO STRIKE OR LOCK OUT CLAUSE	27
ARTICLE XXIV - TERMINATION	27

EXECUTED AGREEMENT	28
APPENDIX A - AGREEMENT REGARDING GRANT HIRED EMPLOYEES	29
APPENDIX B - HOURLY WAGE SCHEDULE	30a - 30f
APPENDIX C - LETTER OF UNDERSTANDING - CALL OUT WORK ASSIGNMENTS	31
APPENDIX D - LETTER OF UNDERSTANDING - FRENCH LANDING DAM	32
APPENDIX E - LETTER OF UNDERSTANDING - VISION COVERAGE	33
APPENDIX F - LETTER OF UNDERSTANDING - SUBSTANCE ABUSE POLICY	34a - 36
APPENDIX G - LETTER OF UNDERSTANDING - INSURANCE BENEFITS	37a - 37c

This Agreement is effective as of October 2, 1990. The provisions of the October 8, 1986 AFSCME - Van Buren Charter Township Agreement shall apply to both parties from October 8, 1989 through October 2, 1990 with one exception. The exception is that wage rates shall be retroactively paid to each AFSCME employee who is on the Township payroll October 2, 1990.

This agreement between the Charter Township of Van Buren (hereinafter called the "Employer") and Local Union No. 236, affiliated with Council No. 25 of the American Federation of State, County, and Municipal Employees (hereinafter call the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

#### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Union and the employees of the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Township establishing and maintaining proper service.

To these ends, the Township and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Township, the Union and the employees.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "Contract".

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### ARTICLE I - RECOGNITION-EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Charter Township of Van Buren does not hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of the employees of the Charter Township of Van Buren included in the bargaining unit as described below:

All employees of the Charter Township of Van Buren including clerical employees, but excluding police and fire department employees, elected officials, seasonal employees, confidential employees, professional employees, and supervisors. See Appendix A.

## ARTICLE II - AID TO OTHER UNIONS

During the term of this Agreement, the Township agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

## ARTICLE III - RIGHTS OF THE TOWNSHIP

Nothing in this agreement shall be construed to limit or impair the rights of the Employer to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any of all of the following:

To manage the Township generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all mechanics tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedule of work; to maintain order and efficiency in its facility and operations; to hire, layoff, assign, transfer, promote and demote employees; to determine the qualifications of employees; to determine the number and composition of the work force; to determine and re-determine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees; to discipline and discharge employees for just and proper cause.

Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restriction on such rights, such as the grievance procedure, as are provided in this Agreement.

## ARTICLE IV - UNION SECURITY

### Section 1. Agency Shop

A. Each employee who, on the effective date of the Agreement, is a member of the Union, shall sign an Authorized Dues Deduction Slip and shall do so with the understanding that the deduction shall continue for the length of the contract.



B. Employees who are not members of the Union at the effective date of this Agreement, shall, as a condition of employment, join the Union or execute an appropriate agency fee deduction form within thirty (30) calendar days. It is understood, however, that certain seasonal employees, whose continuous employment by the Township shall not exceed five (5) months in a calendar year, need not join the Union.

C. Termination of Check-off. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Township of the names of such employees following the end of each month in which the termination took place.

D. Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Township and representatives of the Local Union and if not resolved, may be decided at the final step of grievance procedure.

E. Newly hired or transferred employees shall, as a condition of employment, join the Union at the end of thirty (30) calendar days or execute an appropriate agency fee deduction form.

F. In the event that an employee does not join the Union and execute an Authorization for Dues Deduction Slip, as provided in A. above, or in the event that the Union member becomes sixty (60) calendar days in arrears in the payment of his membership fees, such employee shall, as a condition of continued employment by the Employer, cause to be paid to the Union a sum equal to the dues and assessments referred to in said sub-paragraph A. or pay an appropriate agency fee. Such payment shall be in cash or by payroll deduction authorized in the same manner as set forth in sub-paragraph A. In the event this representation fee is not paid, the Employer, upon receiving a signed statement from the Union indicating that the employee has failed to comply with condition, shall immediately notify the employee that his services shall be discontinued. The Employer and employee will confer to effectuate the enforcement of this provision. The refusal of said employee to contribute fairly to the cost of negotiations and the administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

The Union shall be responsible for supplying to those employees who execute an agency fee deduction form the amount of agency shop fees to be deducted in accordance with the decisions of the United States Supreme Court and the United Sixth Circuit Court of Appeals.

G. The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.

H. Deductions from employee pay for any calendar month shall be remitted to the Treasurer of the Union.

I. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union and it shall be the responsibility of the Union to promptly pay such funds.

J. The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reasons the Township fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

K. In the event the Union request that the Township Clerk deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that such additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary, that such authorization will be secured by the Union and presented to the Township ten (10) calendar days prior to the first deduction of the newly certified amounts.

## Section 2. Union Dues and Initiation Fees

Payment by Check-off or Direct to Union. The Employer agrees to deduct the Union membership initiation fees, assessment and once each month, dues from the pay of the employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this Agreement. Authorization forms are supplied by the Union and are in the Clerk's office.

## ARTICLE V - REPRESENTATION

### Section 1.

The employees shall be represented by Stewards who shall be regular seniority employees as follows:

1. Secretarial Steward - shall also represent office staff and maintenance.
2. D.P.W. Steward - shall also include garage, parks, water and sewer department employees.

Section 2.

The Union shall furnish in writing the names of all Stewards upon their election or appointment by the Union.

Section 3.

The Steward and the Union President or in the absence of the President, the Vice President, shall be allowed a reasonable amount of time to investigate any grievance without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see, and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he is assigned. Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor upon his return to work. The above privilege is extended to the Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 4.

There shall be a Grievance Committee composed of not more than three (3) full time seniority employees, which shall consist of the President, Steward of the Union, and one (1) other member of the of the bargaining unit. The Union shall furnish the Township with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union and shall give the Township reasonable notice of changes in the committee memberships as they occur.

Section 5.

Should the members of the Grievance Committee be required to attend a grievance meeting with management during their scheduled working hours, they shall do so without loss of pay.

ARTICLE VI - DISCIPLINARY PROCEDURES

Section 1. Discipline

A. The Township shall follow a policy of progressive discipline and for just cause, except that no prior discipline or warning need be imposed on any employee before he is discharged or disciplined if the misconduct is so aggravated, in the Township's opinion, as to require immediate discharge or discipline.

1. Progressive Discipline Procedure

- a. Warn an employee orally in the form of a discussion meeting. If the employee so wishes, a Union Representative may be present.

- b. At least one (1) written warning for a continued violation, with a copy to the employee and the Union prior to being placed in the individual's personnel file.
- c. Suspend an employee three (3) days or less for a continued violation.
- d. Suspend an employee for two (2) weeks or less for a continued violation.
- e. Give more severe discipline.

B. An employee shall be given a reasonable opportunity to have the Union President or Steward present at the time discipline is imposed, and the Union will be notified in writing of any disciplinary action taken.

C. The Township will not take into account or use against an employee on a current disciplinary charge any disciplinary action more than eighteen (18) months old, unless the prior disciplinary action is of the same type as the current charge, or unless the prior disciplinary action was more severe than a letter of reprimand. In any event, previous disciplinary records that are more than three (3) years old will not be used in any current disciplinary proceeding.

## Section 2. Discharge or Suspension

A. In cases of suspension or discharge, the employee has the right to discuss the action with his Union Representative upon the Employer's property before such employee shall be required to leave the premises of the Employer.

B. The Union shall have the right to take up the suspension or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with the procedure through the arbitration step if deemed necessary by either party.

## ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Procedure

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. Any employee or Union Representative having a grievance shall first take up the matter with his immediate Supervisor and his Steward if so desired by the employee. The Supervisor shall attempt to adjust the matter and shall respond to the Steward or employee within three (3) working days. Employer grievances will be considered Step III grievances when served upon the Union.

Step II. If the grievance has not been settled, it shall be presented in writing, signed by the grievant, by the Union Steward or Union President to the department head within three (3) working days after the supervisor's response is due. The department head shall meet with the Union and respond to the Union Steward or President in writing within three (3) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union President to the Township Board or its designated representative in writing within seven (7) working days after the response of the department head is due. The Township Board or its designated representative shall respond in writing to the Union (with a copy of the response to the Union President) within ten (10) working days after the meeting in which the Township Board receives the grievance.

Step IV. If the grievance is still unsettled, either the Union or the Employer may, within forty-five (45) working days after the reply of the Township Board is due, by written notice to the other party, request arbitration.

The arbitration proceeding shall be conducted as soon as reasonably possible after the request for arbitration is received. Expenses for the arbitrator's services and the proceedings shall be borne equally by all the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If the parties fail to select an arbitrator, the arbitrator will be selected under the rules of the American Arbitration Association, which Association shall act as administrator of the proceedings.

The Arbitrator will not add to, subtract from, change or amend any of the terms of the Contract, but will only concern himself with the interpretation and application of the terms of this Contract as it applies to the grievance presented.

The Arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved and the Township Board.

The Arbitrator shall submit his decision to the parties within thirty (30) days after the case is submitted unless the time is extended by mutual consent.

## Section 2. Timeliness

- A. A grievance must be presented to the department head in writing, signed by the grievant, within five (5) working days after its occurrence in order to be a proper matter for the grievance procedure.
- B. Any grievance not advanced to the next step by the employee or Union within the time limit in that step, or if no time limit is specified, within two (2) working days will be deemed abandoned.
- C. Any grievance not answered by the Township within the specified time limit of each step will advance to the next step of the grievance procedure.
- D. Time limits may be extended by mutual agreement between the parties in writing. If so extended, the new time limits will prevail.
- E. Grievances may be withdrawn. If filed by the Employer, withdrawn by the Employer; if filed by the Union, withdrawn by the Union, upon written notice by the filing party to the other.

## Section 3. Grievance Meetings

When requested by either party, meetings shall be held at a mutually convenient time to adjust pending grievances. All Grievance Meetings shall be held at reasonable hours, on the Employer's premises, without loss of pay during the employee's regular working hours.

## ARTICLE VIII - SPECIAL CONFERENCES/NEGOTIATIONS

### Section 1. Special Conferences

Special conferences for important matters will be arranged between the Local President and the Township Board or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Township and two (2) representatives of the Union. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. The members of the Union shall not lose time any pay for time spent in such special conferences. This meeting may also be attended by a representative of the Council and/or a representative of the International Union, in such a case an added member of management may attend the conference.

### Section 2. Time Off for Negotiations

The Union will notify the Township, in writing, of its designated negotiation committee, including any alternate. The Union's committee shall not lose time or pay for any time spent in negotiations during their regular working hours.

## ARTICLE IX - SENIORITY

### Section 1. Definition

Seniority shall be on a Township wide basis, in accordance with the employee's last date of hire.

### Section 2. Records

A. An up to date seniority list will be furnished by the Township to the Union upon request.

B. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname on the date of appointment.

### Section 3. Probationary Employees

A. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working days shall be accumulated within not more than a 365-day period. When an employee finishes the probationary period by accumulating ninety (90) working days employment within not more than a 365-day period, he shall be entered on the seniority list of the unit and shall rank for seniority from the ninetieth (90th) working day prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and disciplined employees for other than Union activity.

### Section 4. Seasonal Employees

Seasonal Employees may be employed for a period not be exceed five (5) months in any one (1) calendar year (January 1 to January 1). Such employees will not accrue seniority during this period for bargaining unit purposes unless otherwise modified through mutual agreement between the Employer and the Union.

### Section 5. Super Seniority

The following elected Union officers shall have senior employee status in case of a layoff only: The President, Vice-President and Stewards.

## Section 6. Loss of Seniority

A seniority employee of the bargaining unit shall lose his seniority and his employment shall terminate for the following reasons:

- A. He quits, or
- B. He is discharged and the discharge is not reversed through the grievance procedure, or
- C. He is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address; that he has lost his seniority and his employment has been terminated, or
- D. If he does not return to work when recalled from layoff, as set forth in the recall procedure, or
- E. Return from sick leave and leaves of absence will be treated the same as C. above, or
- F. The employee is retired, or
- G. The employee is laid off for a continuous period equal to the length of his seniority or two years, whichever is less.

## Section 7. Promotions Out of the Bargaining Unit

A. Employees promoting out of the bargaining unit shall continue to accumulate bargaining unit seniority while outside of the bargaining unit for a period of four (4) years. After this period the employee will have their seniority frozen as of that date.

This section of the contract applies only to those employees who promote outside the bargaining unit after the date of ratification of this contract. (This section does not apply to those former AFSCME employees that have promoted out of the bargaining unit.)

B. Employees who have promoted out of the bargaining unit may return to the unit as designated below, utilizing their current seniority or frozen seniority, whichever may apply, as defined in paragraph A above, provided that prior to promoting out of the bargaining unit the employee had notified the Union at least 10 days in advance of the promotion and secured an honorary withdrawal card.



1. Employee will be eligible to bump into a classification based on their seniority provided they are qualified for the position and provided they possess the necessary and requisite qualifications and ability to perform the job immediately.
2. Employee will be eligible to bump into a position that they previously held or a comparable one, provided they possess the necessary and requisite qualifications and ability to perform the job immediately.

#### Section 8. Employee Movement

Employees required to work by assignment on a day to day basis will be given such assignment in a businesslike manner and the Employer will not utilize assignments for the purpose of discipline and/or penalize the employees.

### ARTICLE X - LAYOFF AND RECALL

#### Section 1. Layoff

A. When there is a decrease in the work force, based on bargaining unit wide seniority, the following procedure shall be followed:

1. Temporary, part-time and probationary employees performing bargaining unit work will be laid off, in that order, on a unit wide basis first.
2. Seniority employees will be laid off according to seniority, provided the greater seniority employees are qualified to perform the available work without any additional training. However, the Employer shall not be required to promote an employee at time of layoffs, unless he has previously performed the higher-rated job and is able to do the work.
3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

B. Notwithstanding their position on the seniority list, the President, Vice-President and Union Stewards shall, in the event of a lack of work layoff; be offered work, provided they are qualified to perform all elements of the available job without any additional training, and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification. Should Union elections cause a change of the protected elected officers and laid off employees assume elected office, such laid off officer shall be recalled and the previously protected officers may become subject to layoff, under the provisions of this Article; if a layoff status is still in effect with the Township.

C. Employees advised of layoff or of the abolishment of their classification may exercise their seniority to bump into another classification providing they notify the Township Supervisor within twenty-four (24) hours of the classification into which they desire to be placed.

## Section 2. Recall Procedure

A. When the working force is increased after a layoff, employees will be recalled according to seniority. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher-rated job and is able to do the work.

B. Seniority of an employee will not accrue during the layoff, but will resume upon recall and such employee shall have his previous seniority and any unused accrued benefits restored.

C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered to have quit.

D. It shall be the responsibility of the employee to keep the Township notified of his correct address.

E. An employee so laid off, shall be subject for recall for a period equal to the length of his seniority at time of layoff.

## ARTICLE XI - PROMOTION AND TRANSFER

### Section 1.

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. In the event there are no applicants, the Township may fill that classification from the outside (other sources). The senior employee applying for the promotion, if he is qualified, shall be granted a trial period up to thirty (30) days, but not less than fifteen (15) days to determine:

A. Employee's desire to remain on the job.

B. Employee's ability to perform the job.

In the event the senior applicant is denied the promotions reasons for the denial shall be given in writing upon request to such employee.

### Section 2.

During the trial period, the employee shall have the opportunity to revert back to his former job. If within the trial period the employee's performance is unsatisfactory in the new position, he shall be ordered back to his previous job classification. Notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become proper subject for the second step of the grievance procedure.

When promotions are placed and the employee promoted is removed or leaves before completing the trial period, the next senior employee will be taken from the placed bids list to fill the promotion, providing he is qualified.

Section 3.

During the trial period, employees will receive the starting rate of the job they are performing. An employee taking a promotion shall not suffer a cut in pay.

ARTICLE XII - WORK HOURS AND WORK WEEK

Section 1. Hours of Employment

A. The standard work week of full time employees shall consist of five (5) consecutive eight (8) hour days, from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., with one (1) hour of each day, as determined by the Township, to be designated a lunch hour, except the Department of Public Works and the Water Department employees shall work between the hours of 8:00 a.m. and 4:30 p.m. with one-half ( $\frac{1}{2}$ ) hour of each day, as determined by the Township, to be designated a lunch period.

B. Hours of employment may be flexible if so agreed between the Employer and the employees. If the employee has cause to protest any flexible hours arrangement, said employee may call for a special conference of Union and Management.

Section 2. Rest Periods

Each employee shall be provided with a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon of each work day.

Section 3. Wash Up

Employees in the Department of Public Works and Water Department shall be given the necessary time prior to quitting time to wash up.

Section 4. Time Clock

A. Employees are responsible for their time cards. Should a card be punched improperly the employee is to contact his Department Head immediately.

B. The Township shall allow a grace period for punching in after an employee's regular commencement of shift time in accordance with the following schedule:

0 - 3 minutes \_\_\_\_\_ no penalty

4 - 14 minutes \_\_\_\_\_ 15 minute penalty

16 - 30 minutes \_\_\_\_\_ 30 minute penalty

It is intended that the provisions of the section shall apply to those occasional situations where an employee is unavoidably late. The Township may pursue disciplinary action if it determines that an employee is abusing the grace period provided herein.

## Section 5. Show Up Time

In case a full time hourly employee reports for work at his regular time and is sent home for lack of work, he will be paid for four (4) hours at the rate to which he is entitled, provided that no prior notice has been afforded him that no work existed.

## ARTICLE XIII - OVERTIME - CALL IN TIME

### Section 1. Definition

- A. Overtime is authorized time worked in excess of eight (8) hours in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift or in excess of forty (40) hours in a work week.
- B. Employees who have completed eight (8) regular hours during a scheduled week day shall be paid at the rate of time and one-half for all time worked in excess of eight (8) hours on such day.
- C. There will be no pyramiding of overtime, and overtime will be paid at the rate of time and on-half even though the hours worked might qualify for overtime under more than one provision of this Agreement.
- D. Employees shall be paid at the rate of time and one-half for all time worked on Saturday and double time for all time worked on Sunday.
- E. Authorized vacation, paid sick leave, and holidays shall be considered as time worked.

### Section 2. Overtime Distribution

- A. The Township shall cause each affected department to maintain a proper list of overtime assignments so as to insure fair distribution of overtime among eligible employees.
- B. An employee refusing scheduled overtime will be charged with that time as though worked.
- C. No part-time hourly employee shall be called for overtime when full-time employees are available and willing to work, except in the case where part-time help is a necessity in respect to operation of certain programs as carried out by the Township on a seasonal basis.
- D. Eligibility for overtime will be determine by the duties regularly assigned or performed by the employee within his/her classification. Necessary overtime outside of an employee's regular classification will be assigned for emergency purposes only, unless otherwise agreed upon between management and the employee.

### Section 3. Call Back - Scheduled and Unscheduled

Employees called back on a scheduled or unscheduled basis will be paid for the actual time worked with a minimum of two (2) hours at the applicable overtime rate.

Employees refusing unscheduled overtime will not be charged with time as though worked.

Section 4. Water and Sewer Department Stand-by

The determination of whether or not a standby is required shall be the sole prerogative of management. Employees required to stand by for the Water and Sewer emergencies shall be assigned and compensated in the following manner:

1. Assignment: Employees will be assigned on a rotation basis from a list made up of Water Department employees only. Stand-by will be based on twenty-four (24) hours a day, seven (7) days a week.
2. Compensation: One hour for five days during the week at time and one-half, two (2) hours on Saturday at time and one-half, two (2) hours on Sunday at double time.
3. Call out pay will be paid as per the call out provisions of the Agreement.
4. A separate list will be established for the safety person call out and such employee will be compensated as for the call out.
5. Transportation: A Township vehicle will be provided to employees when requested to stand-by.

Section 5. Compensation for secretaries attending Township Board and Commission Meetings:

The current provision in the Collective Bargaining Agreement and the provision amending that provision in the Letter of Understanding are hereby rescinded. In place thereof the parties agree to insert the following language and examples:

"Each secretary required to attend a Township Board or Commission meeting shall be paid time and one-half for the actual length of the meeting plus one-half hour straight time for travelling time for attendance at the meeting or a flat sum of Fifteen (\$15.00) Dollar per meeting, whichever is greater. This provision is applicable to all meetings at which secretaries are required to attend after their normal hours of work. The time or length of the meeting shall be certified by either a Township Administrator, Board Representative or Chairman of the commission for which the meeting is being held."

Example A. A secretary with a base rate of \$7.00 per hour attends a meeting which lasts one (1) hour. The secretary would be entitled to time and one-half times \$7.00 per hour or a total of \$10.50 plus \$3.50 for the one-half hour of straight time travel. Since the two sums equal \$14.00 - the secretary would receive the minimum payment of \$15.00. The secretary would not receive any additional monies for traveling time.

Example B. A secretary whose base wage is \$10.00 per hour attends a meeting which lasts one (1) hour. The secretary would be entitled to time and one-half times \$10.00 per hour or a total of 15.00 plus the sum of \$5.00 for her one-half hour of straight travel time. Since the total, \$20.00, is greater than the minimum \$15.00 per meeting requirement - the secretary would receive the sum of \$20.00.

## ARTICLE XIV - CLASSIFICATIONS

### Section 1. Work Movement

The Township agrees that in any movement of work not covered under this Agreement, the movement will be discussed with the Union in order to provide, to the extent possible, for the protection of the seniority of employees involved.

### Section 2. New Positions

A. When a new job is created in the bargaining unit and it can not be properly placed in an existing classification, the Township will establish a classification, and rate structure to apply. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the matter to the Special Conference and/or the grievance procedure at the third step.

B. In the event of a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such newly created position.

### Section 3. Working Out of Classification

When an employee works above his classification for not less than four (4) consecutive hours he will be paid the rate of the higher classification for all hours worked in that classification.

### Section 4. Job Descriptions

The Township shall continue to retain the right to prepare all job descriptions. The Township shall submit copies of the job description to the Union for their review prior to the institution of the job description.

## ARTICLE XV - HOLIDAYS

Employees shall be given the following holidays off with pay. Regular employees who are required to work on a designated holiday will receive time and one-half plus pay for the designated holiday. Holiday work shall be scheduled equally among employees who may be required to work, with senior employees given preference.

A. The following holidays will be granted to all employees:

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
July 4th (Independence Day)	Christmas Day
Labor Day	New Year's Eve
Columbus Day	Employee Birthday

B. When a holiday falls on a Saturday, the previous Friday will be considered the holiday. When a holiday falls on Sunday, the following Monday will be considered the holiday.

C. When Christmas Eve and New Year's Eve falls on Sunday, Monday will be considered for the Eve holiday and the following Tuesday will be considered for the holiday of Christmas and New Year's Day.

D. If the employee's birthday fall on a weekday the employee is to take that day as the holiday. If the employee's birthday falls on a Saturday, Sunday or holiday, the employee shall take the birthday holiday on the Tuesday, Wednesday, or Thursday of the week in which the birthday occurs.

## ARTICLE XVI - LEAVES

### Section 1. Application

A regular employee may be granted a personal leave of absence, as specified herein, upon prior request, recommended by the department head, approved by the Township, subject to the following regulations:

- A. Such leaves shall not be granted for more than six (6) months unless otherwise specified.
- B. An employee granted a leave of absence shall be restored to his position on the expiration of the leave or, if approved by the Township, before the expiration thereof.
- C. In the event such employee's position shall have been abolished in the meantime, he shall be returned to the service in the following manner:
  1. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.
  2. If there is no probationary employee in that job classification or position in the department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.
- D. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least ten (10) days prior to the requested starting date, except in cases of emergency.

E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.

F. Failure to return to work on the exact date scheduled may be cause for termination in the sole discretion of the Employer.

G. No employee will be granted a leave of absence for the purpose of gaining employment elsewhere.

## Section 2. Paid Leaves

Employees on paid leaves will continue to accrue all seniority and shall be entitled to continued health and life insurance and retirement coverage for a period not to exceed six (6) months.

Retirement coverage shall only apply as long as the employee receives compensation from the Township and shall not be applicable to payment of long term or short term sick leave benefits.

### A. Sick Leave

1. Effective for the first month which begins after July 15, 1983, employees shall accumulate sick leave at the rate of one-half ( $\frac{1}{2}$ ) day per full month of employment, up to a maximum accumulation of twenty-four (24) days.
2. Sick leave shall be used for personal illness, medical reasons, or disability due to an off the job injury. After three (3) days absence due to such illness or injury, upon Employer's request, an employee on sick leave shall provide to Employer a statement from a doctor verifying illness. Further, Employer may, at its expense, require an employee on sick leave to undergo examination and tests by medical personnel of its choice, regardless of the length of the absence.
3. Employees shall notify their department head or his designee of inability to report to work. Notice shall be given as soon as the employee is aware of his inability to report.
4. An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if he leaves before the completion of the first half of his scheduled shift and one-half ( $\frac{1}{2}$ ) day if he leaves after the completion of the first half of his scheduled shift.
5. Paid sick leave shall be considered as time worked for all pay purposes.
6. The Township will purchase sickness and accident insurance for members of the bargaining unit which will provide eligible employees with one hundred sixty-five dollars (\$165.00) of weekly benefits for a period of thirteen (13) weeks. Upon determination of long-term illness, eligible employees will be compensated with a monthly benefit equal to sixty percent (60%) of his covered monthly earnings up to a maximum of monthly benefit of fifteen hundred dollars (\$1500.00).



Benefits under this plan will be reduced by any benefits the employee and his dependents are eligible for under the Social Security Act, any other coverage provided by law, or any government agency. Benefits will also be reduced by all other disability the employee and his dependents are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefit plans, the Employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under an individual policy are excepted.

The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increase the benefit payments to which the individual is entitled. The minimum amount of disability benefit payable under this plan will be fifty dollars (\$50.00) per week.

There shall be no duplication of benefits for time off as a result of sickness and accident.

The Township will continue employee medical insurance, life insurance and seniority for a six month period, while an employee receives disability benefits.

An employee may not accumulate seniority, nor receive medical and life insurance benefits for a period in excess of six (6) months total as a result of being on a paid sick leave and/or receiving disability benefits.

#### B. Bereavement Leaves

1. An employee shall be allowed three (3) work days as Bereavement Leave Days, to attend a funeral within a 350 mile radius and five (5) work days to attend a funeral outside the 350 mile radius. Such days not to be deducted from sick reserve, for a death in the immediate family in cases where proof of attendance at the funeral is provided by said employee to the Employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, brothers or sisters.
2. An employee shall be allowed one (1) day as Bereavement Leave Day, not to be deducted from sick leave reserve, to attend the funeral of a brother-in-law or sister-in-law in cases where proof of attendance is provided by said employee to the Employer.

#### C. Maternity and Child Care Leaves

In case of pregnancy, every permanent full-time female employee beginning with the fifth month of pregnancy, and every month thereafter prior to delivery, shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. It shall be the duty and responsibility of the employee to notify her department head of pregnancy.

The Township will grant a leave of absence for maternity reasons, to any employee, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Payment for such leave will be in accordance with federal and state regulations and will be limited to reimbursement for accumulated sick leave days as well as applicable provisions of the Township's sickness and accident program.

Reinstatement to the employee's previous position shall be granted during the term of the leave with the approval of the employee's physician and upon the request of the employee. A child care leave of absence after birth may, at the discretion of a majority of the Township supervisor, Treasurer and Clerk be granted for a period not to exceed six (6) months.

#### D. Jury Service

An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive the difference between his regular pay and that paid for jury service. The employee shall present proof of service and the amount of pay received thereof.

#### E. Job Incurred Injury

1. The Township agrees that any employee injured on the job and under a doctor's care will not be charged time off from his sick leave reserve.
2. Any employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Township the difference between the amount received through Worker's Compensation, other Township-furnished insurance, and his regular pay for a period not to exceed one (1) year from date of injury.
3. Accidents must be reported to the department head as soon as possible.
4. If an employee leaves work due to an injury arising within the scope of his employment, he shall not be charged sick leave for that day.

#### F. Education Leave

An employee may submit to the Township Board a written request for education leave, which requests may include leave for portions of days or whole days. In the event the Township Board, in its sole discretion, determined to grant said leave, it shall, upon the employee's successful completion of said course or courses (file receipt of passing grade or grades, where applicable), reimburse the employee for the costs of tuition and books. Such requests shall only apply to courses related to the current or potential duties of the employee, and no request shall be made with respect to on duty hours.

## G. Personal Leave Days

The employees will be granted two (2) personal leave days each year for personal business that can only be attended to during the course of the regular business day. Employees are required to give twenty-four (24) hours notice to their department head prior to taking the personal leave day. The personal leave days shall be taken in full day increments. There shall be no accumulation of personal leave days. The days must be used in the calendar year in which they are accrued. Personal leave days may not be taken the day before or the day after a holiday. (In unexpected substantiated emergency situations which may arise, the twenty-four (24) hour notice shall be waived by the department head). When employees are first hired, they shall receive personal days based on deducting one leave day for each four (4) full months that have passed, in the calendar year, prior to the employees date of hire. Personal days will be credited to the employee the first day of January of each year.

## Section 3. Unpaid Leaves

Employees requesting an unpaid leave will not accrue benefits during such leave, unless otherwise specified. Further provisions are spelled out under Section 1 of this Article.

A. Personal Leave. A regular employee may be granted a personal leave of absence without pay upon prior request, recommended by the department head, approved by Township, subject to the following regulations:

1. Such leaves shall not be granted for more than six (6) months.
2. An employee granted a personal leave of absence shall be restored to his position on the expiration of the leave or, if approved by the Township, before the leave expires.

B. Military/Reserve Leave. Any employee entering the Military Service of the United States of America shall, upon his return from such service, be entitled to reinstatement in his job at the prevailing rate, provided reinstatement is within sixty (60) days of discharge. He shall suffer no loss of seniority for such periods of duty or from periods of military training.

C. Union Leave. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive leaves of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than two (2) employees shall be off on leave under this Section at any time.

D. Governmental Appointment Leave. Any member of the bargaining unit may, in the sole discretion of the Township, be given a leave of absence to accept an appointed governmental job outside the bargaining unit which leave shall be renewable yearly in the sole discretion of the Township. Seniority will apply in accordance with Article IX, Section 7 hereof.

E. Sick Leave. Employees may be granted an unpaid sick leave upon exhausting all other sick leave accumulation and benefits upon request to, and approved by, the Township Board.

1. Requests for extended sick leave must be in writing with medical documentation of the employee's inability to return to work.
2. Extensions may be granted for a period not to exceed one (1) year.

## ARTICLE XVII - ANNUAL VACATION

### Section 1. Earnings

A. Employees that have a hire date that precedes the date of this contract will earn vacation days as follows:

- 0 - 5 years \_\_\_\_\_ 1 day per month  
5 - 10 years \_\_\_\_\_ 1 1/2 days per month  
10 - 15 years \_\_\_\_\_ 2 days per month  
After 15 years \_\_\_\_\_ 2 1/2 days per month

B. Employees hired after October 8, 1986 will earn vacation days as follows:

- 0 - 6 months \_\_\_\_\_ None  
6 months - 1 year \_\_\_\_\_ 1/2 day per month  
1 year - 10 years \_\_\_\_\_ 1 day per month  
10 years - 20 years \_\_\_\_\_ 1 1/2 days per month  
Over 20 years \_\_\_\_\_ 2 days per month

C. A maximum accumulation of ten (10) days may be carried over into the next year. Each entitled employee must use at least ten (10) days vacation time. Existing accumulated days at the date of this contract shall be allowed to be carried over indefinitely until exhausted above the noted ten (10) days for current employees only.

### Section 2. Use

Employees will be allowed to use occasional vacation day (s) upon approval of their respective designated department representative. Long term use of vacation will be allowed as follows:

A. By January 15th of each year, the Township will cause to be posted in a prominent and accessible place in its offices and in another place in the garage, calendars of the year in some form which will allow each employee who so desires to indicate upon the calendar a period of time which he or she wishes to take vacation.

B. At the same time, the Township will post with the calendar a notice specifying any limitation it places upon the vacations its employees may take such as, "only two (2) persons in \_\_\_\_\_ classification may be on vacation on any working day".

C. As of the close of business on the last working day in February of each year, the employee(s) with the most seniority having applied for vacation for any period or any part of a period as to which there is a conflict with the limitations posted by the township, and all employees who have indicated a desire to vacation during periods as to which there is no conflict with limitations, may consider their vacations as scheduled for the periods involved. Except in cases of emergency, the Township may not unilaterally alter the vacation schedule of these employees at any subsequent date.

D. Employees who did not indicate a desired vacation period prior to the last working day in February or who indicated a desire but were in conflict with a more senior employee or employees so as to deny them vacation during the indicated period, may apply to their supervisor for approval of any other vacation period consistent with the limitations notice posted by the Township. The Township will not unreasonably withhold its approval of such application.

## ARTICLE XVIII - INSURANCE

### Section 1. Hospitalization and Medical Insurance

The Township will provide Blue Cross/Blue Shield coverage as currently provided. Employees will have the option of standard coverage or the Blue Cross Health Care Network (HMO). This coverage and carrier may be changed by the Township provided that the new carrier has equal or better coverage.

### Section 2. Dental

A. The Township will provide each employee the Blue Cross/Blue Shield UCR and Dental Rider, subject to the provisions of Section 2, Paragraph B. hereof.

B. The Township shall have no obligation to pay more than thirty dollars (\$30.00) per month per employee for such dental insurance, and should the costs of said insurance exceed the amount herein stated, it shall be the obligation of the employee to pay the additional amount. In the event the employee fails or refuses to pay the additional sums necessary to maintain coverage, the Township shall deduct said sums from the employee's pay for the purpose of maintaining coverage for the group.

### Section 3. Life Insurance

The Township will provide life insurance coverage in the amount of twenty thousand dollars (\$20,000).

### Section 4. Retiree Medical Coverage

Employees who retire at the age of 60 or over with at least 15 years of service or with 10 or more years of service and a total of 75 points based on the combination of age and years of service, shall be entitled to such coverage as is offered by the carrier for retirees. Optional programs such as dental and prescription drug coverage will not be included.

The above coverage is provided for employees only. Any employee wishing to continue Group coverage for a spouse or other dependent may do so as follows: The Township will pay up to \$50.00 per month over and above the premium rate for coverage for the employee, for spouses or dependents. Any amount in excess of \$50.00 must be paid by the employee to the Township in advance on a monthly basis for the coverage remain in effect. The previous contract payment of \$25.00 per month shall continue to be applicable to all Employees who retired prior to October 2, 1990.

### Section 5. Optical

The Township will provide vision coverage for employees only at a cost not to exceed \$5.00 per month per employee. Employees wishing to cover spouses and/or dependents will be responsible for the payment of the difference between a single person coverage and the type of coverage that they desire. Reimbursement for this difference will be done by payroll deduction once a month. See coverage under Appendix E, page 33.

The Township reserves the right to determine carrier for this type of insurance.

## ARTICLE XIX - RETIREMENT

Employees are mandated to contribute five percent (5%) of their gross earnings into the pension plan and may contribute an optional additional five percent (5%) or ten percent (10%) to a maximum of fifteen percent (15%).

The Township will contribute ten percent (10%) to the employees pension plan.

The program provides one hundred percent (100%) immediate vesting to all employees.

## ARTICLE XX - SAFETY AND HEALTH

### Section 1. Responsibility

Both parties to this contract shall hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

### Section 2. Safety Committee

Both parties to this contract shall established a Joint Safety Committee consisting of one (1) representative of the Union and one (1) representative of Supervisory personnel for the purpose of promulgated a written safety code, subject to the approval of the Township Board and the Union Body. Both parties agree to enforce such a code.

### Section 3. Refusal to Work in Unsafe Conditions

Should an employee complain that his work requires him to be in unsafe or unhealthy situation, in violation of acceptable safety rules, as in the written safety rules in the opinion of the Joint Safety Committee and the situation is determined by his Supervisor to be made unsafe or unhealthy, the Township shall undertake, with due diligence, to rectify the situation. If the matter is not adjusted satisfactorily, a grievance may be processed through the Grievance procedure.

### Section 4. Safety Glasses

The Township will furnish safety glasses to all employees working in conditions which requires such glasses, prescription and non-prescription, at Township expense.

## ARTICLE XXI- GENERAL PROVISION

### Section 1. Emergency Work

A. Upon a determination by a Township official or department head that a given project qualifies as emergency work, the Township will give first consideration to members of the regular work force. If the Township is unable to obtain the necessary personnel to meet the emergency from within its work force, it may engage in an outside subcontractor or any other individuals to undertake immediately the emergency work.

B. Emergency work shall be according to classifications, if practical. An employee asked to work out of his classification during an emergency will do so.

### Section 2. Sub-Contracting

A. the parties recognize the responsibility of the Township to provide services to its citizens in the most economical fashion and recognize in the appropriate cases, outside contractors may be employed to perform such services. In cases where the Township deems it necessary to subcontract work, and it is not an emergency situation, the Union will be provided the opportunity to fully discuss the matter with the Township prior to such subcontracting.

B. In no event shall any seniority employee to laid off or demoted as a direct result of work being performed by any outside contractor.

### Section 3. Access to Premises

The Township agrees to permit the representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives and officers of Local No. 236 Van Buren Employees, Council No. 25, to enter the premises at any time during working hours for individual discussion of working conditions with employees, provided that care is exercised by such designated representatives that they do not interfere with the performance of duties assigned employees.

#### Section 4. Union Bulletin Boards

A. The employer will provide a bulletin board for Union notices in the office and in the garage.

B. Only Union notices, signed by a Union official, shall be posted on this bulletin board.

#### Section 5. Pledge Against Discrimination and Coercion

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

B. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of the Union or political membership or because of any employees activity in an official capacity on behalf of the Union.

C. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

D. Definition of Terms. All references to employees in the Agreement shall designate both sexes, and wherever the male gender is used to shall be construed to include male and female employees.

#### Section 6. Uniform Allowance

The Township will continue current practice with regard to furnishing and cleaning uniforms, due to a vote taken in the D.P.W. and Water Department field personnel to wear said uniforms.

#### Section 7. Foul Weather Gear

Foul weather gear shall be furnished by the Township to necessary personnel, including equipment operators. The employees shall be responsible for the foul weather gear issued to him.

#### Section 8. Chauffeur's License

The Township will pay the fee, in full, for a chauffeur's license where such license is required due to the nature of the work performed by an employee for the Township.



## ARTICLE XXII - WAGES

Wages will be paid to employees according to the schedule set out in Appendix B (pages 1-7) to this agreement, which by this reference is made a part hereof.

Water tap crews will continue to receive bonus fees for water taps on the same basis and in the same amounts as is the present Township practice.

## ARTICLE XXIII - NO STRIKE OR LOCKOUT CLAUSE

### Section 1.

The Union recognizes that strikes (as defined in P.A. 336 of 1947, as amended, Michigan Public Employees Act) are contrary to law and public policy. The Employer and the employee subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential government services. Accordingly, the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slow-down in any department, or any unlawful activity interfering with the operation of government during normal working hours.

### Section 2.

If any strike, sit-down, stay-in, slow-down, or any other unlawful activity interfering with the operation of government is threatened or in progress the Union will use, to its fullest capacity, every opportunity to end the activity.

### Section 3.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

## ARTICLE XXIV - TERMINATION

This contract will continue in full force and effect until 11:59 p.m. on October 7th, 1993.

### Section 1.

If either party desires to terminate this contract, it will give written notice of termination, not less than ninety (90) days prior to termination date. If neither party gives notice of termination as hereafter provided, or if such party giving notice of termination withdraws the same prior to the termination date, this contract, including this Article, will continue in effect from year to year thereafter.

### Section 2.

If either party desires to modify, revise, add to, or amend this contract, it will not less than ninety (90) days prior to the termination date, give written notice. If proper notice of amendment has been given, negotiations will commence not less than sixty (60) days prior to termination. This contract may be terminated upon the current termination date or thereafter, by either party, upon ten (10) days written notice of termination.

Section 3.

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail, to the Union, to its president, at his address and to the Board, Charter Township of Van Buren or to any such address as the Union or Board may direct to the other.

IN WITNESS WHEREOF, the Parties here to have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1990 A.D.

AFSCME COUNCIL 25, LOCAL NO. 236

CHARTER TOWNSHIP OF VAN BUREN

BY:

BY:

*Smith Parsons*  
*George Kedge*  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
*[Signature]*  
*Cheryl D. Jain*  
\_\_\_\_\_

APPENDIX A

The parties hereto agree that this agreement, signed and dated October 2, 1990, applies to regular employees of the Charter Township of Van Buren. Wages and working conditions of any employee hired as a result of a government grant will be negotiated by the parties.

The Township shall provide the Union with a copy of the government grant. The Township further agrees that it will abide by all governmental rules and regulations.

An employee who is hired as a result of a government grant for a period of one year or less shall be considered a temporary employee and excluded from the provisions of the collective bargaining agreement.

AFSCME COUNCIL 25, LOCAL NO. 236

BY:

*Cynthia Parsons*

*Dennis Partridge*

\_\_\_\_\_  
\_\_\_\_\_

CHARTER TOWNSHIP OF VAN BUREN

BY:

*[Signature]*

*[Signature]*

*Cheryl D. Jain*

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX BSchedule of Wage Rates for AFSCME Employees  
with date of hire prior to October 8, 1986

<u>Classification</u>	<u>10-8-89</u>	<u>10-8-90</u>	<u>10-8-91</u>	<u>10-8-92</u>
Account Clerk	9.39	9.67	10.06	10.56
Bookkeeper	10.44	10.75	11.18	11.74
Building Inspector	12.13	12.49	12.99	13.64
Clerical and Reception				
D.P.W. Leader	11.73	12.08	12.56	13.19
D.P.W. Service Worker I (Vine)	9.35	9.63	10.02	10.52
D.P.W. Service Worker II				
D.P.W. Service Worker III (Sears)	10.84	11.17	11.62	12.20
D.P.W. Service Worker III (Bostic)	11.05	11.38	11.84	12.43
Ordinance Officer	9.35	9.63	10.02	10.52
Police/Building Secretary	9.85	10.15	10.56	11.09
Water Dept. Leader	11.73	12.08	12.56	13.19
Water Dept. Worker I				
Water Dept. Worker II (Szuma)	10.19	10.50	10.92	11.47
Water Dept. Worker III (Guenther)	11.12	11.45	11.91	12.51

APPENDIX BSchedule of Wage Rates for AFSCME Employees  
with date of hire after October 8, 1986

<u>Classification</u>	<u>10-8-89</u>	<u>91 Days</u>	<u>18 Months</u>
Account Clerk	6.83	7.33	7.83
Bookkeeper	7.77	8.27	8.87
Assistant Bookkeeper	7.35	7.85	8.35
Building Inspector	8.93	9.43	9.93
Clerical and Reception	5.46	5.76	6.26
D.P.W. Leader	8.93	9.43	9.93
D.P.W. Service Worker I	6.83	7.33	7.83
D.P.W. Service Worker II	7.35	7.85	8.35
D.P.W. Service Worker III	7.88	8.38	8.88
Ordinance Officer	7.25	7.65	8.15
Police/Building Secretary	7.35	7.85	8.35
Water Dept. Leader	8.93	9.43	9.93
Water Dept. Worker I	6.83	7.33	7.83
Water Dept. Worker II	7.35	7.85	8.35
Water Dept. Worker III	7.88	8.38	8.88

APPENDIX BSchedule of Wage Rates for AFSCME Employees  
with date of hire after October 8, 1986

<u>Classification</u>	<u>10-8-90</u>	<u>91 Days</u>	<u>18 Months</u>
Account Clerk	7.03	7.53	8.03
Bookkeeper	8.00	8.50	9.10
Assistant Bookkeeper	7.57	8.07	8.57
Building Inspector	9.20	9.70	10.20
Bldg/Plumbing Inspector (added 12-21-90)	9.45	9.95	10.45
Clerical and Reception	5.62	5.92	6.42
D.P.W. Leader	9.20	9.70	10.20
D.P.W. Service Worker I	7.03	7.53	8.03
D.P.W. Service Worker II	7.57	8.07	8.57
D.P.W. Service Worker III	8.12	8.62	9.12
Ordinance Officer	7.47	7.87	8.37
Police/Building Secretary	7.57	8.07	8.57
Water Dept. Leader	9.20	9.70	10.20
Water Dept. Worker I	7.03	7.53	8.03
Water Dept. Worker II	7.57	8.07	8.57
Water Dept. Worker III	8.12	8.62	9.12

APPENDIX BSchedule of Wage Rates for AFSCME Employees  
with date of hire after October 8, 1986

<u>Classification</u>	<u>10-8-91</u>	<u>91 Days</u>	<u>18 Months</u>
Account Clerk	7.31	7.81	8.31
Bookkeeper	8.32	8.82	9.42
Assistant Bookkeeper	7.87	8.37	8.87
Building Inspector	9.57	10.07	10.57
Bldg/Plumbing Inspector	9.83	10.33	10.83
Clerical and Reception	5.84	6.14	6.64
D.P.W. Leader	9.57	10.07	10.57
D.P.W. Service Worker I	7.31	7.81	8.31
D.P.W. Service Worker II	7.87	8.37	8.87
D.P.W. Service Worker III	8.44	8.94	9.44
Ordinance Officer	7.77	8.17	8.67
Police/Building Secretary	7.87	8.37	8.87
Water Dept. Leader	9.57	10.07	10.57
Water Dept. Worker I	7.31	7.81	8.31
Water Dept. Worker II	7.87	8.37	8.87
Water Dept. Worker III	8.44	8.94	9.44

APPENDIX BSchedule of Wage Rates for AFSCME Employees  
with date of hire after October 8, 1986

<u>Classification</u>	<u>10-8-92</u>	<u>91 Days</u>	<u>18 Months</u>
Account Clerk	7.68	8.18	8.68
Bookkeeper	8.74	9.24	9.84
Assistant Bookkeeper	8.26	8.76	9.26
Building Inspector	10.05	10.55	11.05
Bldg/Plumbing Inspector	10.32	10.82	11.32
Clerical and Reception	6.13	6.43	6.93
D.P.W. Leader	10.05	10.55	11.05
D.P.W. Service Worker I	7.68	8.18	8.68
D.P.W. Service Worker II	8.26	8.76	9.26
D.P.W. Service Worker III	8.86	9.36	9.86
Ordinance Officer	8.16	8.56	9.06
Police/Building Secretary	8.26	8.76	9.26
Water Dept. Leader	10.05	10.55	11.05
Water Dept. Leader I	7.68	8.18	8.68
Water Dept. Leader II	8.26	8.76	9.26
Water Dept. Leader III	8.86	9.36	9.86



APPENDIX B

Schedule of Wage Rates for AFSCME Employees  
with date of hire after October 8, 1986 and 3 year Status

<u>Classification</u>	<u>10-8-89</u>	<u>10-8-90</u>	<u>10-8-91</u>	<u>10-8-92</u>
Account Clerk	8.45	8.70	9.05	9.50
Bookkeeper	9.71	10.00	10.40	10.92
Assistant Bookkeeper	9.03	9.30	9.67	10.15
Building Inspector	10.55	10.87	11.30	11.87
Bldg/Plumbing Inspector (added 12/21/91)	N/A	11.12	11.45	12.02
Clerical and Reception	6.83	7.03	7.31	7.68
D.P.W. Leader	10.55	10.87	11.30	11.87
D.P.W. Service Worker I	8.45	8.70	9.05	9.50
D.P.W. Service Worker II	9.03	9.30	9.67	10.15
D.P.W. Service Worker III	9.71	10.00	10.40	10.92
Ordinance Officer	8.93	9.20	9.57	10.05
Police/Building Secretary	9.03	9.30	9.67	10.15
Water Dept. Leader	10.55	10.87	11.30	11.87
Water Dept. Worker I	8.45	8.70	9.05	9.50
Water Dept. Worker II	9.03	9.30	9.67	10.15
Water Dept. Worker III	9.71	10.00	10.40	10.92

APPENDIX BSix (6) Year Parity Schedule of Wage Rates for AFSCME  
Employees with date of hire after October 8, 1986

<u>Classification</u>	<u>10-8-89</u>	<u>10-8-90</u>	<u>10-8-91</u>	<u>10-8-92</u>
Account Clerk	9.39	9.67	10.06	10.56
Bookkeeper	10.44	10.75	11.18	11.74
Assistant Bookkeeper	9.85	10.15	10.56	11.09
Building Inspector	12.13	12.49	12.99	13.64
Bldg/Plumbing Inspector (added 12/21/91)	N/A	12.74	13.12	13.78
Clerical and Reception	7.10	7.31	7.61	7.99
D.P.W. Leader	11.73	12.08	12.56	13.19
D.P.W. Service Worker I	9.35	9.63	10.02	10.52
D.P.W. Service Worker II	9.85	10.15	10.56	11.09
D.P.W. Service Worker III	10.35	10.66	11.09	11.64
Ordinance Officer	9.35	9.63	10.02	10.52
Police/Building Secretary	9.85	10.15	10.56	11.09
Water Dept. Leader	11.73	12.08	12.56	13.19
Water Dept. Worker I	9.35	9.63	10.02	10.52
Water Dept. Worker II	9.85	10.15	10.56	11.09
Water Dept. Worker III	10.35	10.66	11.09	11.64

Upon completion of six (6) years service, any employee hired on or after October 8, 1986 shall be placed at the rate of pay according to the above schedule.

APPENDIX C

LETTER OF UNDERSTANDING RE: CALL OUT WORK ASSIGNMENTS

During the negotiations of the Contract signed and dated May 21, 1984, the parties discussed and agreed to the right of Township officials to make assignments to employees on call-out duty. It was understood that the employer has the right to make assignments for all time for which employees are being paid. The understanding of that date, hereby becomes Appendix C to this current contract signed and dated October 2, 1990.

AFSCME COUNCIL 25, LOCAL NO. 236

BY:

*Conita Parsons*  
*Ronald Portledge*  
\_\_\_\_\_  
\_\_\_\_\_

CHARTER TOWNSHIP OF VAN BUREN

BY:

*Walter Ford*  
*John Foster*  
*Cheryl D. Jain*  
\_\_\_\_\_

APPENDIX D

LETTER OF UNDERSTANDING RE: FRENCH LANDING DAM

The parties mutually agree that Article XIII, Section 4A, French Landing Dam, is hereby deleted. The parties further agree that in the event the Township resumes inspections, maintenance and/or operations beyond current levels of inspection, maintenance and operation. Township employees shall be assigned within their respective classifications if qualified.

This understanding hereby becomes Appendix D to this current contract signed and dated \_\_\_\_\_, 1990.

AFSCME COUNCIL 25, LOCAL NO. 236

BY:

*Wita Parsons*  
*Donna Partridge*  
\_\_\_\_\_  
\_\_\_\_\_

CHARTER TOWNSHIP OF VAN BUREN

BY:

*Deetwood*  
*Shirley Foster*  
*Cheryl D. Fair*  
\_\_\_\_\_

APPENDIX E

LETTER OF UNDERSTANDING

ARTICLE XVIII - Insurance, Section 5  
Optical Coverage Amendment

Article shall be amended to read:

The Township will provide vision coverage for employees with a limit of five dollars (\$5.00) per month premium for a single employee (no dependents) and a ten dollar (\$10.00) limit per month premium for family coverage, payable by the Township. Any amount over and above the stated limits will be paid by the employee per payroll deduction.

No employee with dependents will be allowed coverage as a single person.

Employee may decline coverage if they so desire.

The Township reserves the right to determine the carrier for this type of insurance.

AFSCME COUNCIL 25, LOCAL NO. 236

BY:

*Quita Parsons*  
*Denise Partridge*  
\_\_\_\_\_  
\_\_\_\_\_

CHARTER TOWNSHIP OF VAN BUREN

BY:

*David J. Paul*  
*Shirley Foster*  
*Cheryl D. Stain*  
\_\_\_\_\_

APPENDIX F  
LETTER OF UNDERSTANDING RE: SUBSTANCE ABUSE POLICY  
VAN BUREN TOWNSHIP LOCAL 236

This policy shall be clearly communicated to all employees, and enforced in a non-discriminatory manner. Employees having difficulties should be encouraged to seek help before problems threaten their jobs and well being.

An Employee Assistance Program (EAP) established by the Employer and Union is a constructive alternative to relying upon drug testing and disciplinary action alone.

As a result of passage of the Drug-Free Workplace Act of 1988, all direct recipients of federal grants must certify to the federal agency that they will maintain a drug-free workplace. This is a prerequisite to receiving a federal grant. An interim rule outlining the requirements for each federal agency was published by the Office of Management and Budget (OMB) Jan. 31, 1989. On May 25, 1990 OMB issued a final rule.

Employees working under a grant must, as a condition of employment, abide by terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off Township premises while conducting Township business. A report of conviction must be made to the Executive director of Personnel within five (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

Trends have shown that drug and alcohol abuse have become an ever increasing problem in the work place. The Charter Township of Van Buren and Local 236 recognizes the need to address this issue and is committed to establishing and maintaining a drug and alcohol-free, safe, healthy, and secure work environment for all employees. This policy regarding the work-related effects of drug and alcohol use and the unlawful possession of controlled substances on Township property is as follows:

**CONTROLLED SUBSTANCES:** as defined in the Uniform Controlled Substance Act (Division of the Health and Safety Code), as amended.

- Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.
- The unlawful manufacture, distribution, possession, or use of a controlled substance on Township premises or while conducting Township business off Township premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences for the employee.

Unauthorized prescription drugs are strictly prohibited except under the following conditions:

- Employees shall inform their supervisor prior to using prescribed drugs on the job.
- Each vial shall be in the employee's name.
- Each prescription shall be no older than one (1) year of the date issued.
- Employee shall only possess enough medication for that normal work shift.

The Township, at all times, reserves the right to have its Company Clinic determine if a prescription drug or medication produces hazardous effects and may restrict the use of any such drug or medication accordingly. This may also include restricting the employee's work activity.

#### EMPLOYEE REFERRALS

The parties recognize drug and alcohol dependency as an illness and a major health problem. The parties also recognize drug and alcohol abuse as a potential health, safety and security problem.

The parties agree that assistance toward rehabilitation is to be offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result on a drug or alcohol detection test.

Employees needing help in dealing with such problems are encouraged to use our health insurance plans, as appropriate. The Employer will ensure that employee benefits include some coverage for services required to assist employees with substance abuse problems. An employee who is found to be disabled and requires treatment for drug or alcoholic abuse by either a physician, guidance counseling clinic, hospital or other recognized facility or authority shall be entitled to use any accumulated sick leave time, vacation time, annual personal leave time or compensatory time while off work. In addition, if the employee is otherwise eligible, pursuant to the terms of the Long Term Disability Insurance Program and Policy, the employee will be allowed, if approved by the insurance carrier, at the end of the elimination period to collect long term disability benefits. The right of the employee to collect long term disability benefits is dependent upon the provisions of the insurance policy, the rules and regulations of the insurance carrier. If an employee is denied benefits by the insurance carrier, any remedy the employee may have shall be between the employee and the insurance carrier. The Township of Van Buren shall not be responsible for the payment nor the denial of payment of any benefits pursuant to the Long Term Disability Insurance Policy.

#### RIGHT TO REPRESENTATION

An immediate Supervisor of the employee in question would recommend the test. The Township shall be authorized to conduct a drug or alcohol test when:

- The employer has reasonable cause to suspect that an employee is using drugs or alcohol;
- an accident or a near accident involving actual or potential loss of life, serious injury or significant property damage has occurred;
- Employees are undergoing or have completed a drug treatment program;
- Employees holding sensitive positions involving safety and health, or other responsibilities involving a high degree of trust and confidence.

The employee and the Union shall be notified immediately that Township representatives have reasonable suspicion that an employee is under the influence of drugs or alcohol, and shall be provided with a copy of the reasons which document their suspicion. The employee suspected of being under the influence shall meet with his/her supervisor and a Union representative. In the presence of the Union representative, the employee may be questioned about his/her behavior or other reasons that have caused the supervisor to suspect that the employee is under the influence of drugs or alcohol. If after hearing the employee's explanation the supervisor still suspects that the employee is under the influence of drugs or alcohol, the supervisor shall request that the employee submit to a drug or alcohol detection test. No drug or alcohol screen will be conducted without written consent; however, an employee who refuses to submit to a drug or alcohol screen will be subject to disciplinary action up to and including discharge from employment.

#### TESTING PROCEDURE

Test results will be strictly confidential.

The Township shall have the right to utilize any testing facility of its choice. Samples will be tested at a laboratory recognized by the State of Michigan and meets the standards recommended by the National Institute of Drug Abuse (NIDA).

The requirement for chain of custody, storage of urine and blood samples, quality assurance and control, will be the responsibility of the chosen laboratory. The Township, under the guidelines of NIDA, will mandate the use of two (2) laboratory methodologies -- EMIT (Urine) test and GC/MS - Mass Spectrometry (Blood) test.

An employee who is asked to submit to a drug detection test will be allowed to list all prescription and non-prescription drugs, or any other substance which might cause a positive urinalysis for the presence of drugs.

The drug or alcohol screens will be taken within five (5) hours of when the employer has reasonable cause to suspect that an employee is using drugs or alcohol. If the drug or alcohol test results in a positive reading the employee will have the right to a retest of the untested portion of the same sample at his/her own expense within 72 hours of the first test.

Within five working days of receiving a positive confirmed test result, the Township shall inform an employee of the result, the consequences of such a result and the available options. Employees will then have five (5) days to submit information explaining or contesting the result.

Employees who work in safety sensitive positions, which includes any position in which drug impairment would constitute an immediate and direct threat to public health or safety, who test positive, shall be placed in a non-safety sensitive position or leave while they participate in an employee assistance or drug rehabilitation program. If placed on leave status, employees will be allowed to use any accumulated leave prior to being placed on leave-without-pay. Upon successful completion of the employee assistance or rehabilitation program, the employee will be reinstated to the same or an equivalent position. Failure to complete a rehabilitation program could lead to dismissal. The above rehabilitation shall also be offered to any employee who comes forward and requests it.



## POSITIVE TEST RESULTS

### 1st Offense:

Individuals who initially (1st time) test positive for drug or alcohol use shall be given the opportunity to enter a rehabilitation program prior to any discipline.

### 2nd Offense;

If any employee has a relapse (second time) under the influence of any illegal substance or alcohol, they shall receive a three (3) day suspension.

### 3rd Offense:

If there is a third relapse (third time) said employee shall be disciplined up to and including discharge.

## NEW HIRES

In addition, the Township requires all new hire "employee-applicants" -- both full-time and part-time -- to submit to a pre-employment drug screening test as part of the Township medical process. This is to ensure that all potential employees are medically capable of performing the full range of duties assigned to them without hazard of injury or illness to themselves, fellow employees or the citizens of the community.

These pre-employment drug screen tests shall be administered purely in an employment context and shall not be used for any criminal investigatory purpose. The results sought or gathered are not done pursuant to statute or regulation requiring the turning over of any information to criminal enforcement authorities.

Prospective employees shall be informed of this policy via the job bulletin and as part of the selection process. Before placement, these individuals will be required to sign the attached waiver which authorizes the pre-employment drug screening test during the Township physical exam and grants the Township the right to receive the results. Positive test results will be grounds for disqualification from candidacy.

## CHANGES, SUPPLEMENTS AND AMENDMENTS

The procedures for implementation, e.g., chain of custody requirements; form of testing; testing facility; test levels will be changed, supplemented and amended as necessary to reflect scientific advancements or as warranted by other conditions. This is necessary due to the technical nature of testing and necessary in effort to assure the utmost respect for employee privacy and the utmost accuracy of testing.

## LAW

Nothing in this policy is intended to be in conflict with existing state law. In the event that any provision of this policy shall at any time be held contrary to law by a court of competent jurisdiction, from whose final judgement or decree no appeal has been taken within the time limits for doing so, such provisions of the Policy shall continue in effect.

CHARTER TOWNSHIP OF VAN BUREN  
DRUG AND ALCOHOL SCREENING  
AUTHORIZATION AND ACKNOWLEDGEMENT

I, \_\_\_\_\_, hereby authorize Airport Medical Industrial Clinic, Inc. to obtain a urine and blood specimen from me as requested by the Charter Township of Van Buren.

I understand that an analysis of the urine and blood specimen will be conducted by Smith Kline Bio-Science Laboratories to determine if I have been taking/using any controlled substances, as defined in the Uniform Controlled Substances Act (Division of the Health and Safety Code, as amended) or taking/using alcohol. Smith Kline Bio-Science Laboratories is recognized by the State of Michigan and their drug screen program will use only those methods and procedures mandated by the National Institute of Drug Abuse.

I further authorize the laboratory to release to the Charter Township of Van Buren the results of these tests.

I am taking/using the following medication now:

---

---

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Elected Official

CHARTER TOWNSHIP OF VAN BUREN  
PRE-EMPLOYMENT DRUG SCREENING  
AUTHORIZATION AND ACKNOWLEDGEMENT

I, \_\_\_\_\_, hereby authorize Airport Medical Industrial Clinic, Inc. to obtain a urine specimen from me as requested by the Charter Township of Van Buren.

I understand that an analysis of the urine specimen will be conducted by Smith Kline Bio-Science Laboratories to determine if I have been taking/using any controlled substances, as defined in the Uniform Controlled Substances Act (Division of the Health and Safety Code). Smith Kline Bio-Science Laboratories is recognized by the State of Michigan and their drug screen program will use only those methods and procedures mandated by the National Institute of Drug Abuse.

I further authorize the laboratory to release to the Charter Township of Van Buren the results of these tests. I am aware that the Charter Township of Van Buren reserves the right to immediately disqualify me as a candidate for which I seek employment in the event of positive test results, absent from a valid explanation.

I am taking/using the following medication now:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

If the individual is below 18 years of age:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consenting Parent/  
Legal Guardian

... ..  
... ..  
... ..

... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..

... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..  
... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

APPENDIX G

LETTER OF UNDERSTANDING RE: INSURANCE BENEFITS

WHEREAS, the Charter of Van Buren, hereinafter referred to as the Township, and Local Union No. 236 affiliated with Council No. 25 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union, are parties to a collective bargaining agreement and,

WHEREAS, the Township and the Union are desirous of concluding negotiations on a new collective bargaining agreement, and

WHEREAS, the Township and Union have been delayed in contract negotiations as a result of a delay in obtaining certain insurance information,

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD as follows:

1. The Township shall maintain all health and related insurance coverages including Blue Cross-Blue Shield, optical, dental, life, retiree medical coverage and short term/long term disability coverage as set forth in a collective bargaining agreement effective October 8, 1989 for the duration of the collective bargaining agreement unless:

2. Either the Township or the Union may request the reopening of negotiations for the limited purpose of discussing insurance coverage. The question of insurance coverage may be reopened if coverage is available at comparable or lower rates



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY

REPORT OF THE COMMITTEE ON THE  
PROGRESS OF THE WORK

FOR THE YEAR 1911

PRESENTED TO THE FACULTY

AT THE MEETING OF THE DEPARTMENT

ON FEBRUARY 15, 1912

BY THE COMMITTEE

CONSISTING OF

PROFESSOR [Name]

ASSISTANT PROFESSOR [Name]

ASSISTANT PROFESSOR [Name]

CHICAGO, ILL., 1912

which provides comparable or better coverage than those rates or that coverage which is currently being provided. The fact that either party may request a reopening is not to be construed as agreement on the part of either party to a change in insurance coverage. Any changes in insurance coverage must be mutually agreed to in writing between the Charter Township of Van Buren and Local Union No. 236.

3. Any cost savings effectuated as a result of a change in carriers or coverage shall be equally divided between the Township and the Employees. The Employees share shall be paid in the form of either a prorated wage bonus or the purchase of additional insurance benefits, subject to the mutual agreement of the parties.

4. The cost savings shall be analyzed annually for the life of the agreement and any decrease in the savings due to an increase in the premium rates shall result in an equal and corresponding decrease in either the wage bonus or additional benefits which the employees received in the prior year for the subsequent year or years in which the cost has increased:

Example: In June, 1990 due to a change in coverage, a savings of \$10,000 is effectuated. The Township will retain \$5,000. The parties agree to distribute the remaining \$5,000 in the form of a prorated wage bonus to each employee. Assuming 20 employees, each would receive a one time bonus in the sum of \$250.00.

In June of 1991, the premium is increased by the sum of \$7,000. The Township would retain the sum of \$1,500 (\$10,000 minus \$7,000 divided by 2) and the employees would receive a one time bonus of \$75.00 (\$1500 divided by 20).

The first part of the report deals with the general situation of the country and the progress of the work done during the year. It is followed by a detailed account of the various projects undertaken and the results achieved. The report concludes with a summary of the work done and a list of the recommendations made.

The work done during the year has been very satisfactory and has resulted in a number of important discoveries. The most important of these are the discovery of the new element X and the discovery of the new compound Y. These discoveries are of great importance and will have a profound effect on the science of the future.

The progress of the work has been very rapid and has been due to the excellent cooperation of the staff and the generous support of the Government. It is hoped that the work will continue to progress rapidly in the future and that many more important discoveries will be made.

The following table shows the progress of the work done during the year:

Project	Progress
Discovery of element X	Completed
Discovery of compound Y	Completed
Research on the properties of X	In progress
Research on the properties of Y	In progress

The following table shows the results of the work done during the year:

Project	Results
Discovery of element X	100%
Discovery of compound Y	100%
Research on the properties of X	75%
Research on the properties of Y	75%

The following table shows the progress of the work done during the year:

Project	Progress
Discovery of element X	Completed
Discovery of compound Y	Completed
Research on the properties of X	In progress
Research on the properties of Y	In progress

The following table shows the results of the work done during the year:

Project	Results
Discovery of element X	100%
Discovery of compound Y	100%
Research on the properties of X	75%
Research on the properties of Y	75%



In June of 1992 the premium is increased by the sum of \$3,000. The increased premiums in 1991 and 1992 have now equaled the original cost savings and neither the Township nor the employees would receive anything.

In the event additional coverage rather than a bonus had been obtained in 1990, corresponding decreases in the coverage equal to the cost of \$7,000 in 1991 and \$3,000 in 1992 would be effectuated.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26<sup>th</sup> day of Feb., 1990.

CHARTER TOWNSHIP OF VAN BUREN

By: *David Jacobes*  
David Jacobes, Supervisor

By: *Cheryl D. Fain*, Clerk  
Cheryl Fain, Clerk

LOCAL UNION NO. 236 AFFILIATED WITH  
COUNCIL NO. 25 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

By: *Walter Parsons*, President

By: *[Signature]*

By: *[Signature]*



Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

A line of text, possibly a date or a reference number, located below the first paragraph.

A line of text, possibly a section header or a specific reference.

A line of text, possibly a date or a reference number.

A line of text, possibly a date or a reference number.

A block of text, possibly a paragraph or a list of items.

A line of text, possibly a date or a reference number.

A line of text, possibly a date or a reference number.

A line of text, possibly a date or a reference number.



100

