

1168

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT FINDING BETWEEN:

TOWNSHIP OF FLINT

-and-

COUNCIL 29, AFSCME, AFL-CIO
(Clerical)

Mario Chiesa /

INTRODUCTION

Pursuant to Section 25 of Act 176 of Public Acts of 1969, as amended, and the Commission's regulations, a Fact Finding hearing was held regarding matters in dispute between the above parties. Pursuant to adequate notice, the hearing was commenced on October 7, 1976 at 9:30 a.m. at the Flint Township Hall, 1490 South Dye Road, Flint Township. It was adjourned to and completed on October 28, 1976. The undersigned, Mario Chiesa, is the Fact Finder herein.

The Township of Flint shall hereinafter be known as the Township and Council 29, AFSCME, AFL-CIO shall hereinafter be known as the Union.

APPEARANCES

TOWNSHIP

Alan Luce, Personnel Consultant
James Myal, Personnel Consultant

UNION

William C. Lucas, Council 29, AFSCME
Robert L. Emerson, Council 29, AFSCME
Yvonne L. Raver

ISSUES

A certain amount of explanation is necessary before the issues can be listed. On the first hearing date (October 7, 1976), the following items were presented as issues:

- A. Effective date of contract.
- B. Check-off.
- C. Arbitration as last step of grievance procedure.
- D. Seniority tied in with ability and experience in the areas of job openings, layoff and recall.

At the second day of the hearing (October 28, 1976), the Township introduced, in addition to the above, the following issues:

- A. Sickness and accident insurance.
- B. Funeral leave.
- C. Sick leave.
- D. Holidays.
- E. Personal days.
- F. Increase in pension plan.
- G. Salary schedule.

The Township has taken the position that since the Union did not ratify the Township's proposed Agreement (Joint I), it now must withdraw a number of items in order to protect its bargaining position. Whether the Township's rationale is sound or not, the Fact Finder will consider the additional issues. It is necessary to do so in order to discuss and make recommendations regarding all the issues that the parties contend are prohibiting execution of a collective bargaining agreement.

HISTORY

The history surrounding the current dispute is relevant. In November of 1972 this unit organized and joined a labor organization. Apparently some bargaining took place. As a result of certain layoffs and non-compensated increases in work time, unfair labor practice charges were filed. The Commission ordered that one of the individuals who was previously laid off be recalled with back pay and further ordered that the Township pay for the additional work that the employees had performed, but had not been paid for.

The Township's administration changed and the unit chose to be represented by Council 29, AFSCME.

There are approximately 12 individuals in the unit and the unit contains all full-time clerical employees.

I. DISCUSSIONS, FINDINGS AND RECOMMENDATIONS

A. EFFECTIVE DATE OF CONTRACT

What is really involved here is a question of retroactivity and it will be discussed as each separate issue is decided.

B. CHECK-OFF

The Union maintains that a dues check-off system is necessary and common. The Township does not wish to employ a check-off system.

The record shows that both the police unit and the fire unit have a check-off system. The only collective bargaining agreements in the record are those of Grand Blanc Township and Clayton Township, both of which were supplied to the Fact Finder after the last hearing date, pursuant to an agreement between the parties. Both collective

bargaining agreements provide for dues check-off.

The Township has argued that since all the employees in this unit work the same shift, it would be very easy for the Union to collect its dues. It maintains that the only reason that the police and fire contracts have a check-off clause is because the police and firemen work multi-shifts and, thus, it would be difficult for the involved unions to collect their dues.

It is true that it may be more convenient for the Union to collect its dues in the present unit than in the police and fire units, but that is only one consideration. The dues check-off is geared to protecting Union security. Once an employee signs an authorization form, the dues are automatically deducted from his or her paycheck. The employer then forwards the dues to the Union. This procedure insures that dues are collected in an efficient manner and alleviates the necessity of approaching each member individually. The Union is also assured of receiving its dues in a predictable and constant manner. This adds to Union security.

The record shows that both of the other townships have collective bargaining agreements which contain check-off provisions as do the collective bargaining agreements between Flint Township and its police and fire units. The facts indicate that a check-off provision is extremely common.

After considering all the evidence, the only conclusion that can be arrived at is to recommend that the dues check-off provision be included in any collective bargaining agreement that

the parties execute. Obviously such a provision cannot be made retroactive and can only be prospective in nature.

C. ARBITRATION AS LAST STEP OF THE GRIEVANCE PROCEDURE

The Township has stated that any award which recommends binding arbitration as the last step in the grievance procedure would not be acceptable. It argues that because this contract will be the first one to exist between the parties, it (the Township) would like to maintain as much control as possible. The Township has suggested that the last step in the grievance procedure be a decision rendered by the Township Board. It maintains that the Union has adequate political power to insure that its interests are represented on the Township Board. It further suggests that if the Union felt aggrieved, it could seek its remedy from MERC or the Courts.

The Union maintains that it is entitled to due process and that any procedure that did not equate with arbitration would be inequitable. It maintains that seeking remedies in Court or from MERC is both expensive and time-consuming. The Union has offered to incorporate the Civil Service Commission as the last step in the grievance procedure. It also has suggested many different forms of arbitration, i.e., one arbitrator, one local arbitrator, etc.

The evidence shows that as far as police and fire are concerned, the Civil Service Commission hears and decides matters regarding promotions, discipline and discharge. Further, both Clayton and Grand Blanc Townships use arbitration as the last step in the grievance procedure. The Clayton agreement provides for a

three-party panel; one party appointed by the Union, one party appointed by the Township, a third, preferably a local resident, is appointed by the Union and Township appointees. The Grand Blanc agreement provides for the parties to agree on an arbitrator and if that is impossible, they shall seek one from AAA.

None of the evidence contains a grievance procedure termination step similar to that proposed by the Township. All of the evidence indicates that neutrality is involved in the last step of the grievance procedure.

The grievance procedure is generally considered to be the life blood of a contract. It allows the parties to present their differences in a rational and structured scheme.

The last step of the grievance procedure is designed to be the final opportunity to address a grievance. The evidence indicates that the two townships and the fire and police units in this Township have a last step which equates with a judicial hearing.

In the present situation, the parties have not been bound by a collective bargaining agreement in the past. This will be the first contract. Aside from the evidence, it becomes apparent that a neutral last step would be desirable in the present case. The neutral last step would assure that neither party would unfairly or in bad faith abuse their power. When the evidence is considered, it becomes imperative that the Fact Finder recommend arbitration as the last step in the grievance procedure.

The Fact Finder doesn't wish to confine the parties to a procedure which utilizes a single arbitrator or a board. In fact, the most reasonable solution may be to adopt the tri-party panel as used by the police and fire units. Nevertheless, the last step in the grievance procedure should involve the presentation of the grievance to a neutral arbitrator, panel or Civil Service Commission.

The recommendation is not retroactive.

D. SENIORITY TO BE CONSIDERED WITH ABILITY AND EXPERIENCE
IN THE AREAS OF JOB OPENINGS, LAYOFF AND RECALL.

The Union maintains that seniority should be considered, along with ability and experience when it comes to determining order of layoffs, recall and promotions.

The Township agrees with the concept, but does not wish it to appear in a collective bargaining agreement. It maintains that such language would tend to establish classifications and eliminate the flexibility that the Township now enjoys. At this point the employees can be directed to perform a number of different jobs. The Union doesn't object to the present flexibility and has stated that it has no intention of trying to establish job classifications. Further, the Township has stated that if the results of the proposed Civil Service Survey are incorporated into the present working structure, the presents of a seniority system could cause transitional problems.

The evidence clearly establishes that both Clayton and Grand Blanc Townships have collective bargaining agreements which include the seniority concept.

The consideration of seniority during layoffs and in promotional procedures is very widely accepted. The evidence shows that both the other townships have collective bargaining agreements which recognize the importance of considering seniority during layoffs and promotions.

The Township has argued that if the results of the up-coming Civil Service Survey require the creation of job classifications, an existing seniority system could cause transitional problems. The Township did not go in to details. However, it could easily be argued that by including seniority with the other items that are to be considered, the transitional period would be made much easier because at least one of the items that was to be considered would be objective in nature and not subjective. Thus, the guidelines would be much clearer in the areas of promotion, layoff, etc.

After considering the available evidence and the arguments, the Fact Finder recommends that seniority be included with ability and experience as items to be considered during layoffs, promotions, etc.

The application of this recommendation cannot be retroactive.

E. SICKNESS AND ACCIDENT INSURANCE

Originally (Joint I) the Township agreed to supply a sickness and accident insurance policy. At the October 28, 1976 meeting the Township stated that it would not provide a S/A policy. It claims that the policy would be expensive and it would be very difficult to agree to the specifications. Apparently a proposal seeking the adoption of a S/A policy for all Township employees was placed before

the Township Board and the Board failed to adopt it. Thus, no individual employed by the Township is covered by a S/A policy.

The evidence shows that the collective bargaining agreements of both Grand Blanc and Clayton Township provide S/A policies. However, Grand Blanc's collective bargaining agreement is phasing out separate sick leave days in lieu of the S/A policy and Clayton's agreement provides for six personal leave days to be used for "short term illness, doctor or dentist visits, attending funerals and necessary family business." Neither provides for both a S/A policy and a substantial sick leave program. However, both provide for personal days to be used for short-term illness.

In the final analysis the Fact Finder recommends that a S/A policy with a 15-day waiting period be adopted. However, the parties should keep in mind the adjustments that have been made in the area of sick and personal days.

This recommendation cannot be retroactive.

F. FUNERAL LEAVE, SICK LEAVE AND PERSONAL LEAVE

The Fact Finder has addressed these issues simultaneously because of the commonality that exists between them and because of the prior recommendations regarding the S/A policy. Initially the parties have treated the areas as being separate and distinct. The evidence establishes that the other townships have merged these areas into one general category.

The Township's proposals are contained in the appendix (Emp I, II, IV) as are the Union's proposals (Joint I). At this point there is no need to go through each proposal separately.

An analysis of the evidence shows that it supports neither the position taken by the Township, nor the position taken by the Union. Both Clayton and Grand Blanc Townships have eliminated provisions regarding separate funeral leave, sick leave or personal leave. Both contracts have combined the separate categories into one general leave provision. Neither contract contains language which substantiates the position of the Union or the Township.

In light of the fact that the Fact Finder has recommended the adoption of a sickness and accident policy, the Fact Finder recommends that the following language be adopted regarding funeral leave, sick leave and personal leave:

At the end of the probationary period an employee shall be credited with 12 leave days. An additional 12 leave days shall be credited at the end of each 12-month period. These are paid leave days and may be used in at least one-half (1/2) day increments for the following purposes:

- A. Funeral leave; as a result of the death of an immediate family member. An immediate family member shall be defined to mean spouse, mother, father, children, mother-in-law, father-in-law, brother and sister.
- B. Sick leave; as a result of illness or accident. If taken on a day immediately preceding or following a scheduled vacation, or a day immediately preceding or following assigned days off, a doctor's note is necessary in order to receive payment for the day.
- C. Personal leave; to be used for activities which can be conducted at no time other than during the work day and which are related to a personal need. The reason for taking a personal day shall be stated in writing and given to the Township two (2) days prior to taking the day, except in an emergency. In emergency, notice shall be given as soon as reasonably possible. A personal day cannot be taken on the first working day immediately preceding or following a non-working day,

except Saturday or Sunday, except with the Township's permission. The Township shall have the right to limit the number of employees that may take personal leave on any given day.

Unused leave days shall accumulate from year to year. The Township at its option may pay off an employee for leave days accumulated in that fiscal year, on or about March 31. Any days not so paid shall accumulate and payment shall only effect those days acquired in the fiscal year of payment.

The above recommendation is the only one that could be made in light of the evidence that appears in the record. It should present a basis on which the parties can formulate an agreement in these areas.

The recommendation cannot be made retroactive.

G. HOLIDAYS

The Township's proposal appears in the appendix (Emp III) as does the Union's (Joint I). The Township's present proposal amounts to an elimination of three holidays.

The Township has stated that the employees may receive more than the seven (7) days stated in its proposal, but those are the only seven (7) days that it will allow to appear in the agreement. It maintains that the other units have agreements which list six (6) and seven (7) days although they may receive more.

The Union maintains that it has always received the ten (10) holidays originally offered by the Township.

The evidence shows that the Clayton agreement contains eight and one-half (8 1/2) holidays, while the Grand Blanc contract contains nine (9) holidays.

In addition to the number of holidays listed in the Township's proposal, the Union objects to paragraph four (4) and the last three words in paragraph six (6), i.e., "exclusive of premiums."

The Township has stated that it doesn't know what is effected by the words "exclusive of premiums." Thus, it appears that the words should be eliminated.

The evidence shows that neither the Clayton nor the Grand Blanc agreements contain language which is similar to that which appears in paragraph four (4) of the Township's proposal (Emp III). Perhaps if the language were clarified, it would be acceptable.

The evidence shows that neither the Clayton nor the Grand Blanc agreements provide ten (10) full holidays. In order to be more comparable to the provisions contained in the townships' agreements, the Fact Finder recommends that the following be recognized as holidays:

1. New Year's Day
2. New Year's Day Eve (1/2 day)
3. Good Friday (1/2 day)
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Day
10. Christmas Eve (1/2 day)

The above listed days will bring the total number of holidays into the area of holidays recognized by the other townships. The Township will still be able to provide additional holidays as it sees fit. However, the number of holidays that will appear in the collective bargaining agreement will be more in keeping with those that appear in the agreements of Clayton and Grand Blanc Townships.

This recommendation should not be retroactive.

H. PENSION CONTRIBUTION

Initially the Township offered to increase its contribution rate from five (5%) percent to ten (10%) percent (Joint I). At the October 28, 1976 hearing the Township decided that it would not increase its contribution rate beyond the five (5%) percent that it is now paying. The reason for its retreat is not clear. There is no argument based on ability to pay. The only statement made by the Township states:

"The Township believes that we have provided a sufficient number of other benefits to more than compensate for an equitable increase in pay for the employees in this bargaining unit and it is our intent to continue the present five percent contribution and not increase it to ten percent."

The Union takes the position that the Township initially offered to increase its contribution rate to ten (10%) percent and there is no legitimate reason for the Township to back away from its original offer.

Both the collective bargaining agreements of Clayton Township and Grand Blanc Township offer no assistance in this matter, nor do

they contain the rate of contribution that exists in either township.

The evidence does establish that initially the Township proposed that it would increase its pension contribution rate from five (5%) percent to ten (10%) percent. An analysis of the evidence indicates that the economic matters that were considered when bargaining was initiated and the economic matters that were considered at this hearing are almost identical. There seems to be no economic reason for the Township to change its position at this point. It is true that the Township maintains that since the Union did not accept its initial proposal (Joint I), it has the right to change its position regarding the various contract provisions. However, with the exception of retroactivity, the issues that were stated at the first day of the hearing were all non-economic. Thus, regardless of how they were settled, there would be very little economic impact on the Township. The Fact Finder can understand that the Township may want to change its position in order to strengthen its bargaining leverage, but at this point the only recommendation that the Fact Finder can make is that the Township increase its pension contribution from five (5%) percent to ten (10%) percent. Apparently the Township was willing to pay the increase at the time it made its initial offer. There is nothing in this record which indicates to the Fact Finder that it would be inequitable for the Township to assume that duty.

This recommendation should not be retroactive.

I. SALARIES

Initially it should be understood that there are no pay

classifications in this unit. Apparently the initial salary levels for each individual are established as that individual was hired. Further, there are no distinct job classifications. Hence, it became impossible to compare the salaries paid by the Township to those paid by Grand Blanc and Clayton Townships.

The parties initially discussed a base salary increase for five employees, one of which is no longer a member of the unit. This adjustment was in addition to the cost of living increases that all employees are receiving. The parties also discussed a pay decrease for one of the employees. Apparently, the parties had agreed to the adjustments. They were not listed as issues on the first day of the hearing. On the second day of the hearing the Township stated that it was withdrawing the proposal increases. It still observes the pay decrease for the one employee.

The Township has not taken the position that it lacks the ability to pay for the salary increases, nor does it argue that they are unreasonable. Again, the change in position appears to be directed at strengthening its bargaining position.

The Fact Finder can only state that he is not convinced that the original proposals should not be adopted. In fact, he recommends that the salary adjustments that appear between column one and column two on Union Exhibit I be adopted. The evidence does not reveal that the salary increases which were previously discussed are now inequitable or unreasonable.

The Union has stated that it wishes the contract to be effective as of April 1, 1976. The Township argues that it should become effective when signed.

The Union takes the position that the agreement should become effective on the first day of the fiscal year (April 1, 1976). It argues that the agreement would be easier to administrate and further changes would be easier to budget for if the agreement followed the fiscal year. Further, it maintains that throughout negotiations the parties understood that the agreement would be effective on April 1, 1976.

The Township maintains that April 1, 1976 has no magical significance and that an agreement that did not follow the fiscal year would present little budgeting problems. It did state that it would not now agree to the April 1, 1976 date, but it may in exchange for other considerations.

The evidence shows that salary benefits and increases that become payable under the Grand Blanc agreement do so on April 1, 1975, 1976 and 1977. The Clayton Township agreement has economic re-opening provisions that are based on the date of April 1, 1975 and 1976. However, the persuasiveness of this evidence is nil. It is rather difficult to conclude that this contract should become effective on April 1, 1976 just because April 1 is an important date in the other two township's collective bargaining agreements.

Quite frankly, the evidence does not allow the Fact Finder to make a recommendation that states the contract should be effective on April 1, 1976.

By way of suggestion, the Fact Finder will propose that the contract be effective on April 1, 1976 and thus follow the fiscal year. However, the Fact Finder can go no further and cannot recommend retroactive wage increases.

CONCLUSION

The Fact Finder has carefully analyzed the evidence before formulating the above recommendations. It is believed that the recommendations can serve as the basis of settlement.

MARIO CHIESA

December 13, 1976

APPENDIX

FUNERAL LEAVE

- A. When death occurs in an employee's immediate family, the employee with at least six (6) months of employment, on request, will be excused for three (3) calendar days immediately following the date of death, provided he attends the funeral.
- Immediate family to mean spouse, mother, father, children, mother-in-law, father-in-law, brother and sister.
- B. An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working during straight-time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.
- C. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than five (5) normally scheduled work days shall be excused with pay and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.
- D. In any single calendar year, no employee shall receive more than ten (10) days of funeral pay as heretofore set forth.
- E. All funeral leave is to be charged against earned sick leave.

- A. During the term of this Agreement, full-time employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions:
1. Upon completion of one (1) full year commencing with an employee's most recent hire-in date, and not before, an employee shall be credited with one (1) day per month that the employee has actually worked. Thereafter, an employee shall earn and be credited with one (1) day for each month actually worked.
 2. An employee shall not claim any of the following days as a sick day, and no payment shall be made or requested for these days:
 - a. The first day of any claimed illness, unless employee is hospitalized.
 - b. Holidays not worked.
 - c. Days immediately preceding or following a scheduled vacation.
 - d. Days immediately preceding or following assigned days off.
- B. Sick leave pay is granted for absence legitimately due to sickness or accident or funeral leave only. An employee making claim for sick leave pay, which the Township considers excessive or abusive, will be required to take a physical examination to determine the physical fitness of the employee to perform his duties.
- C. Part-time employees and probationary employees are not eligible for sick leave pay.
- D. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day.
- E. When employment ceases from service, all sick leave credits shall be cancelled and shall not be reinstated or paid for.

ARTICLE XL. Holidays

Emp III

(a) Holidays granted and eligibility:

The following shall be considered holidays for the purpose of this Agreement: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and ~~on~~ Good Friday, ~~two (2) hours for church.~~

(1) To be eligible, employees must work full time and have obtained seniority on the date the holiday occurs.

(2) The employee must work, in full, his regularly scheduled straight time work day prior to the holiday and his regularly scheduled straight time work day following the holiday.

(3) If a permanent full-time employee is scheduled to work on a holiday, but fails to work, he will not be paid for that holiday unless excused by the ^{TOWNSHIP} ~~Employer~~.

(4) If an employee is on lay-off, drawing workman's compensation payments, receiving sick pay, receiving funeral pay, on a non-compensable leave of absence or receiving any other form of pay, at the time the holiday occurs, he will not be paid for the holiday.

(5) In addition to holiday pay for time not worked, if an eligible employee works on the actual day of the designated holiday, he shall also be paid at the rate of one and one-half (1 1/2) times his regular straight time rate for the hours so worked.

(6) An employee who is eligible to receive holiday pay for any holiday not worked by him shall be paid up to ^{SEVEN (7)} ~~eight (8)~~ hours pay computed at the current straight time hourly rate which is in effect on that holiday, exclusive of premiums.

(7) When one of such holidays falls within an eligible employees approved vacation period and he is absent from work because of such vacation, he shall be paid for that holiday in addition to his vacation pay.

PERSONAL LEAVE POLICY

Emp IV

Two days leave may be used for personal purposes. These days can accumulate as sick leave only. A personal day shall be defined to include activities which can be conducted at no time other than during the work day and must be related to a personal need. Time lost to remedy a current illness or physical condition shall be charged as sick leave. Time lost to obtain a periodic check or service not connected to a current condition will be charged as personal business leave. Personal business days may not be taken on the first working day preceding or following a non-working day (except Saturday or Sunday). The Township may make a special exception to an employee in case of emergency. The Township reserves the right to limit the number of employees on personal day leaves at any given time. The reason for the personal leave request will be stated in writing. Any employee who must be absent from his duties for personal reasons shall notify his supervisor in writing, on a form prepared by the Township, not later than 12 o'clock noon of the third day preceding his absence, or in emergency situations, at the earliest time possible.

Joint Ev I

AGREEMENT

BETWEEN

FLINT TOWNSHIP

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

MICHIGAN COUNCIL #29, LOCAL _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1976, between the Township of Flint. hereinafter referred to as the Township/Management, and Local _____ Flint Metropolitan area, Council #29, A.F.S.C. & M.E., AFL-CIO, hereinafter referred to as the "Union".

The Township recognizes Local # _____ of the A.F.S.C. & M.E., AFL-CIO, as the 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 all full-time clerical employees of the Employer included in the Bargaining Unit.

All permanent full-time hourly-rated clerical employees employed by and through Flint Township.

Excluding: all Elected or appointed officials, all part-time employees, Supervisory employees, all confidential employees, all employees that are employed through a State and/or Federally paid program, all employees employed in or through Flint Township, and all other employees employed in or by Flint Township not represented by the Bargaining Unit.

1. All provisions of this Contract shall be in effect as of _____, 1976.
2. This Agreement shall remain in effect until _____, 19__.
3. All Blue Cross-Blue Shield coverage and 50/50 Co-pay Dental Insurance plan benefits shall be provided for the length of this Contract as are presently provided.
4. The "working day" shall mean seven (7) hours per day with time worked over seven (7) hours to be paid at 1-1/2 time the regular work rate. This shall mean 9-5, with one hour off for lunch at the discretion of Management.
5. Seniority: Union members seniority shall begin with the anniversary of his/her being placed on the full-time scheduled payroll.
6. Union members shall be paid bi-weekly.
7. A "Sickness and Accident" policy not now provided, will be furnished on the signing date of this Contract.
8. Life Insurance in the amount of \$10,000 for full-time clerical employees shall be fully paid by the Employer.

9. When death occurs in an employees immediate family, those employees covered by this Agreement shall receive five (5) work days off, with pay. Immediate family to mean spouse, mother, father, children, mother-in-law, father-in-law, brother and sister.

10. One (1) day off per month shall be credited to each full-time clerical employee as a sick day and days not used by the end of the Calendar year shall be paid at employees regular rate of pay prior to December 15th. A deduct shall be made if sick days are taken after the 15th and prior to the end of the Calendar year during the final pay period of that year.

11. The following Holidays shall be paid at the represented employees' regular rate, with appropriate time off:

- | | |
|-----------------------|------------------------------|
| 1. New Years' Day | 6. Labor Day |
| 2. New Years' Day Eve | 7. Thanksgiving Day |
| 3. Good Friday | 8. Friday after Thanksgiving |
| 4. Memorial Day | 9. Christmas Day |
| 5. Fourth of July | 10. Eve of Christmas Day |

VACATION LEAVE

1. After completion of one (1) year of uninterrupted employment: five (5) days vacation. Five (5) days equals thirty-five (35) hours.

2. After completion of two (2) through five (5) years of uninterrupted employment: ten (10) work days vacation. Ten (10) days equals seventy (70) hours.

3. After completion of five (5) through ten (10) years of uninterrupted employment: fifteen (15) work days vacation. Fifteen (15) days equals one hundred five (105) hours.

4. After completion of ten (10) years of uninterrupted employment: Twenty (20) work days vacation. Twenty (20) days equals one hundred forty (140) hours.

Employees shall be encouraged to take yearly vacations.

In no case shall an employee be allowed to accrue vacation time; it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss.

Vacation pay shall be computed at the employees' present rate of pay, and a full day of vacation shall be paid for at the rate of seven (7) hours per day.

An employee may take his/her vacation so long as it conforms with the workload requirements.

COST-OF-LIVING

A Cost-of-living shall be paid twice a year on February 1st and August 1st. Percentage of the increase shall be taken from the United States Bureau of Labor Statistics Index (1967=100).

The increase shall be figured on a base figure of \$8370.00.

The increase percentage of \$8370.00 shall be divided by twenty-six (26) pay periods.

The amount of increase per pay shall be added to the bi-weekly pay.

Second Cost-of-living shall be added to the base and shall remain part of the base pay.

There shall be a seven percent (7%) ceiling on the Cost-of-living for the year 1976 and a seven percent (7%) ceiling on Cost-of-living for the year 1977.

COFFEE BREAKS

Employees are allowed two (2) fifteen (15) minute coffee breaks per day (except for emergencies) and a lunch period not to exceed one (1) hour. These breaks are to be taken at a time scheduled by the Township to allow for the continuous and efficient operation of the Department.

PERSONAL DAYS

Three (3) days per year ^{with pay} will be allowed each employee represented for the conduct of personal business with prior notification of Management. These days off are not to be taken in conjunction with other allotted days off or as a part of the vacation schedule, and will be single day periods unless otherwise approved by Management.

LEAVE OF ABSENCE

Time off from work, without pay and without discontinuation of seniority status, shall be granted by Management if the absence does not effect the daily function of Township operation and is approved by the Department Head and the Supervisor.

MATERNITY LEAVE

a). A female employee who is pregnant shall be entitled to maternity leave. Upon receiving confirmation of pregnancy, the employee must obtain a report from her attending physician stating the length of time she may safely remain at work, and stating if there are any restrictions on the type of work that

she performs. The attending physician shall also state the approximate date of delivery.

b). Normally the employee will be permitted to continue working up until the tenth calendar week before her estimated delivery date and will return after the sixth full calendar week following the termination of pregnancy.

c). The employee may, upon written request, continue to work beyond the tenth calendar week prior to her estimated delivery date, or return to work before the end of six (6) calendar weeks from the termination of pregnancy, if she produces medical proof satisfactory to the Employer of her physical fitness to do so.

d). Acceptable medical proof of her physical ability and fitness to return to work upon termination of her maternity leave shall be furnished by the employee. If for reason of ill health the employee is unable to return after six (6) full calendar weeks from the termination of pregnancy, and requires a further leave, such leave may be granted upon presentation of proof from her physician satisfactory to the Employer of the need for such leave. The Physician's certificate shall indicate the estimated time when the employee can return to work.

e). Upon return to work, seniority shall be restored.

POSTING OF JOB OPENING POSITIONS

It is agreed that in accordance with the Fair Employment Opportunity Act, and as a matter of this Contract that job openings will be posted or otherwise made available for consideration by all employees. Present employees will be given all due consideration as to experience and qualification in the filling of a position.

RETIREMENT PLAN

The Township of Flint agrees to increase the amount of contribution for those employees covered by the Pension Plan from a maximum of five (5) percent to a maximum of ten (10) percent.

GRIEVANCE PROCEDURE

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the Bargaining Unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against Flint Township. All grievances must be signed and dated by the aggrieved employee and his representative and naming the articles that are being violated. All grievances must be filed within three (3) work days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1. Any employee having a complaint shall first take up the matter with his immediate supervisor.

If no satisfactory answer to disposition is received within five (5) work days, the complaint shall be processed as follows:

Step 2. The employee and/or his representative shall, within three (3) work days after occurrence of the circumstance giving rise to the grievance reduce the matter to written form stating all facts in detail and submit same to the supervisor. The supervisor shall, within five (5) work days record his disposition in detail on all copies of the grievance form, returning two (2) copies to the representative of the employee.

Step 3. Failing to resolve the issue in the second step, the representative shall state the reasons, in writing, why the answer of the Employer in Step 2 was not satisfactory and shall then within three (3) work days of the Employers' disposition contact the Employer and/or his designated representative to arrange a meeting between the representative and the Employer or his designated representative to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time.

Step 4. In the event the grievance is not satisfactorily settled at Step 3, the Union or the Employer within ten (10) work days after the decision is rendered referred to in Step 3, above, may request the Michigan Employment Relations Commission to appoint a mediator who will then hear the grievance, and who shall make a recommendation as to the settlement of the grievance, which recommendation shall not be binding on either of the parties hereto. The parties shall advise each other within ten (10) work days of the mediator's recommendations as to whether they will or will not accept the recommendation.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Bargaining Unit, and any and all Bargaining Unit employees involved in the particular grievance.

Grievances shall be processed from one step the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed may be referred to the next step in the grievance procedure. Any grievance not carried to the next step by the Bargaining Unit within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

When an employee is given a disciplinary discharge or a written reprimand and/or warning which is affixed to his personnel record, such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) work days from the time of presentation of the notice to the representative.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

UNION SECURITY AND UNION DUES

All employees covered by this Agreement, must become members of the Union, and maintain their membership as a condition of continued employment.

UNION REPRESENTATION

All employees shall be represented by a Steward and an Alternate, who shall be regular employees working on the normal shift. During the absence of a Steward, the Alternate Steward shall act.

The Steward or the Alternate, in the Stewards absence during their working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his supervisor to do so.

REOPENING CLAUSE

It is understood that, while this document is of two (2) years duration, at the conclusion of the wage and classification study, to be conducted by the State of Michigan Civil Service Commission, the recommendations contained therein will be implemented immediately as concerns all officials and employees, regardless of Bargaining Unit classification.

DURATION AND TERMINATION

This Agreement shall become effective on the first day of _____, 1976, and shall remain in full force and effect to and including the 30th day of _____, 19____, and shall continue in full force and effect from year to year thereafter unless either party desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party in writing not less than ninety (90) days prior to termination.

THIS AGREEMENT shall become effective on the first day of _____ A.D., 1976, and shall continue in full force and effect until the _____ day of _____, 19____, inclusive.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 1976.

FOR FLINT TOWNSHIP

FOR THE BARGAINING UNIT
AND THE UNION

