

12-11-74 — 12-11-75

CHARTER TOWNSHIP OF BUENA VISTA

-AND-

TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS
OF AMERICA
LOCAL # 214

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

RADIO-TELEPHONE OPERATORS/SECRETARIES

*Charter Township of Buena Vista
1180 S. Outer Drive
Saginaw, Mich. 48601*

Buena Vista Township

A G R E E M E N T

THIS AGREEMENT entered into this 11th day of December, 1974, by and between the CHARTER TOWNSHIP OF BUENA VISTA, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, LAW ENFORCEMENT DIVISION, hereinafter referred to as the "Union",

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the residents of Buena Vista Township. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient and professional manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all of its radio-telephone operators/secretaries employed in the Buena Vista Township Police Department, excluding all other employees employed by Buena Vista Township.

Section 2: The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of his race, color, creed, sex, age, marital status, nationality or political belief, nor shall the Employer or its agents nor the Union its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 3: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the Employer.

Section 4: The Union agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on Township property unless authorized in writing by the Employer.

Section 5: In this Agreement words in the masculine gender shall include the feminine gender.

ARTICLE II - PROBATIONARY PERIOD

Section 1: All employees shall be probationary employees during their first twelve (12) consecutive months of employment since their last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period an employee may be laid off, disciplined or dismissed for employment in the discretion of the Employer without regard to his length of service with prior notice to the Union stating the reason for the action by the Employer.

Section 2: When an employee is promoted or transferred to a different job classification within the bargaining unit or to a higher paying job classification outside the bargaining unit, he shall be on job probation in the new job classification into which he is promoted or transferred for a period of twelve (12) consecutive months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation the employee may be removed therefrom any time he demonstrates in the discretion of management that he is or will be unable to satisfactorily perform the requirements of the job. If so removed the employee shall return to the last previous job classification he had permanently occupied. In the event an employee is removed from a new job classification during the probationary period, he shall have the right to a special conference with the Chief of Police.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within two (2) regularly scheduled working days after the

occurrence of the event upon which said complaint is based or within two (2) regularly scheduled working days after the employee has knowledge or should have had knowledge of the event upon which his complaint is based. The employee's immediate supervisor shall give the employee an oral answer to his complaint within two (2) regularly scheduled working days after the complaint has been submitted to him. In the event the matter is not resolved to the employee's satisfaction and he desires to carry the matter further, he must file a grievance in accordance with Section 3 of this Article.

Section 3: FIRST STEP: An employee's grievance shall be submitted in writing to his immediate supervisor. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance, and shall be submitted to the employee's immediate supervisor within five (5) working days after the occurrence of the event upon which said grievance is based or when the employee becomes aware or should have become aware of the facts upon which it is based. The employee's immediate supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

Section 4: SECOND STEP: If the grievance has not been settled in the first step and if it is to be appealed to the second step, the grievant and his Union grievance chairman or his designated representative shall notify the Chief of Police in writing within five (5) working days after receipt of the first step answer of the desire to appeal. If such written request is made, the Chief of Police or someone by him designated shall meet with the grievant and Union representative within seven (7) working days after receipt of request to consider the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Union representative within seven (7) working days after the date of the second step meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

Section 5: THIRD STEP: If the grievance has not been resolved in the foregoing steps either the Employer or the Union shall, within seven (7) calendar days after the second step answer has been received, have the right to process the grievance to the appeal board as set forth below:

- (a) The appeal board for the Employer shall consist of the Township Administrator and/or a designated representative selected by the Employer. The Union's representatives shall consist of the Grievance Committee and one (1) representative selected by the International Union. The appeal board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the non-moving party and shall render a decision within seven (7) calendar days following such meeting, which decision, provided it is unanimous, shall be final and binding upon the parties to this Agreement.
- (b) In the event the appeal board, above described, is unable to arrive at a unanimous decision, either party may submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union and the Employer of the appeal board's decision in Step Three of the grievance procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union. The expenses and wages of witnesses and representatives of the Union shall be borne by the Union and the expenses and wages of witnesses and representatives of the Employer shall be borne by the Employer.

Section 6: The time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided however, that nothing contained herein shall be construed so as to automatically refer a grievance to the appeal board or to the arbitration step of the grievance procedure.

Section 7: Meetings provided for in the second step of the grievance procedure shall start not later than 4:00 p.m. on the day for which they are scheduled. The Union's committee shall not exceed a total of two (2) in number which shall include the International Representative. The Employer's representatives shall not exceed a total of two (2) in number.

Section 8: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 9: Wherever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding any holidays recognized pursuant to this Agreement.

Section 10: A Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Union representative shall first obtain permission from the Chief of Police or his immediate supervisor prior to leaving his duty station to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the Chief of Police or the employees immediate supervisor shall not unreasonably deny the Union representative the necessary time off.

ARTICLE IV - DISCIPLINE AND DISCHARGE

Section 1: It is understood and agreed no employee shall be suspended or discharged without just cause.

Section 2: In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from his employment after the date

hereof and he believes he has been unjustly suspended or discharged, he shall be allowed to discuss his suspension or discharge with his Union representative before being required to leave the Police Station. Such suspension or discharge may constitute a case arising under the grievance procedure, providing a written grievance with respect thereto is presented to the Chief of Police pursuant to Step Two of the grievance procedure within two (2) working days after the start of such suspension or after such discharge.

Section 3: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings or scheduled premium earnings during the pay period immediately preceding the date of suspension or discharge less such compensation as he may have earned at other employment during such period.

ARTICLE V - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee, provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2: An Employee who, because of illness, accident, or pregnancy is physically unable to report for work may be given a leave of absence without pay and without loss of seniority of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and training Act and/or any other applicable laws then effective.

Section 4: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his order.

Section 5: Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, children, brothers and sisters. The three (3) days above referred to shall end with the day of the funeral unless the funeral took place more than 500 miles from Saginaw County, in which event the three (3) days above referred to shall end with the day after the funeral, and to be eligible for such pay the employee must attend the same.

Section 6: Leaves of absence, exclusive of funeral leaves, referred to in this article must be applied for in writing by the employee and approved in writing by his department head in order to preserve the employee's job rights during such leaves.

Section 7: The Employer agrees to grant necessary time off without discrimination, pay or loss of seniority rights, to not more than two (2) employees for a period of not to exceed a total accumulation of five (5) days per contract year who are designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) working days advance written notice is given to the Employer, prior to date of the start of such leave, by the Union specifying the length of time off for such official Union activities and provided further that no emergency exists which would prevent the employee from being given the time off.

ARTICLE VI - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: Immediately upon ratification of this Agreement, each employee's accumulated sick leave credits acquired prior to the execution of this Agreement, shall be frozen. However, the rate of pay therefore shall be based upon the employee's salary immediately prior to the use of said sick leave. Subsequent to the date of ratification and for the term of this Agreement, permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of twelve (12) days. The Employer agrees to provide sickness and accident insurance which insurance shall take effect as of the eighth

(8th) day the employee was absent from work due to his illness or from the first day of injury and said benefits shall run for fifty-two (52) weeks thereafter with a weekly benefit of not to exceed sixty-six and two-thirds percent (66-2/3%) of the employee's weekly pay. It is understood and agreed employees shall be self-insured for that period of time after which they have used their sick leave credits, until said insurance, as above provided, goes into effect.

Section 3: In order to qualify for sick leave payments, the employee must report to the Chief of Police or his designated representative not later than one (1) hour before his normal starting time on the first day of absence, unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) In order to accumulate sick leave for any given month, the employee must actually work fifteen (15) or more days in said month or be on excused absence.
- (b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, the Chief of Police may request that the employee furnish a signed doctor's certificate attesting to the fact that it was necessary for the employee to be off work and that the employee is physically or mentally fit to return to duty.
- (c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated sick leave credits accumulated either prior to or subsequent to the execution of this Agreement in the following situations:

- (a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the Township and which is compensable under the Michigan Workmen's Compensation Act, after the first day of absence necessitated thereby he shall be entitled to

utilize his unused paid sick leave credits to make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on an eight (8) hour per day basis.

Section 5: Upon retirement, pursuant to the Township's Retirement Program, or death, the employee or his estate shall be entitled to be paid one-hundred percent (100%) of his accumulated unused paid sick leave as of the date of retirement. If an employee quits or is discharged from his employment any unused accumulation of paid sick leave in his bank of sick leave credits shall be cancelled and he shall not be entitled to any payment therefor.

ARTICLE VII - PHYSICAL FITNESS

The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical or mental examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Employer and the Union and his findings shall be binding on the employee, Employer and Union.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 1: The normal work week shall consist of forty (40) hours and the normal work day shall consist of eight (8) hours during which employees shall be entitled to a ten (10) minute break period at or near the mid-point of the first half and second half of their shift and a sixty (60) minute unpaid lunch break at or near the mid-point of their shift. It is understood officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on a break.

Section 2: Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all approved time necessarily spent on the job including compensated time with regard to holidays, vacations, sick leave and on-the-job injury which cumulatively is in excess of eighty (80) hours per bi-weekly pay period. There shall be no pyramiding of premium pay.

- (a) When an employee is called in to perform work at a time other than that for which he has previously been scheduled, he shall receive not less than three (3) hours of straight time pay for the work so performed which shall count towards the overtime pay provision. The employee shall receive time and one-half (1-1/2) pay for all call-in hours provided he works the regularly scheduled work week. The three (3) hour minimum provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter.

ARTICLE IX - HOLIDAYS

Section 1: Regular full-time employees of the Township shall receive their regular compensation for the following holidays or parts thereof and on any other day or part of a day proclaimed in writing as a holiday by the Township Board. The following days shall be designated and observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, one-half day the day before Christmas, Christmas Day, and one-half day the day before New Year's Day and three (3) hours on Good Friday. The holiday pay period shall run from the start of the employee's scheduled shift and continue for twenty-four (24) consecutive hours. In the event a holiday falls during an employee's approved vacation or on his scheduled day off, he shall receive eight (8) hours of pay at his straight time hourly rate for the holiday in addition to his vacation pay. Employees working on a holiday shall receive in addition to their holiday pay, time and one-half (1-1/2) their straight time hourly rate of pay for the hours so worked on the holiday.

Section 2: To be eligible for holiday pay under this Article an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the shift to which he was assigned was scheduled to work on the day before and the day following such holiday except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this contract.

ARTICLE X - HOLIDAYS

Section 1: Regular full-time employees who have completed one (1) full year of employment with the Employer since their last hiring date shall be entitled to a paid vacation as hereinafter set forth:

- (a) When an employee completes twelve (12) consecutive months of employment with the Employer since his last hiring date he shall thereafter be entitled to ten (10) days of vacation with pay as set forth in Section 2 below.
- (b) Employees who, as of the anniversary of their last hiring date, have completed three (3) but less than five (5) years of continuous employment with the Employer shall be entitled to thirteen (13) days of vacation with pay as set forth in Section 2 below.
- (c) Employees who, as of the anniversary of their last hiring date, have completed five (5) or more years of continuous employment with the Employer shall be entitled to fifteen (15) days of vacation with pay as set forth in Section 2 below.

Section 2: Ten (10) days of vacation pay shall equal four percent (4%) and fifteen (15) days of vacation pay shall equal six percent (6%) of an employee's regular straight time earnings from anniversary date to anniversary date, whichever is applicable.

Section 3: Vacation pay checks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written request therefor to the Chief of Police at least fifteen (15) working days in advance of the start of such vacation except in the case of emergency.

- (a) The Chief of Police or his designated representatives shall determine the number of employees, if any, who can be excused for vacation purposes at any one time.
- (b) Vacation time off shall be granted on the basis of seniority and the date the vacation request was submitted in writing to the employee's immediate supervisor.

- (c) No vacation leave time shall be cumulative from year to year and no vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances.

Section 4: If an employee, who is otherwise eligible for vacation with pay retires, dies, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the Pension Plan or dies prior to such anniversary date he, or in the latter case, his designated beneficiary, shall receive a pro-rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

ARTICLE XI - PERSONNEL FILES

Any employee shall have the right, upon written request, to receive copies of all materials placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished the employee at his expense.

ARTICLE XII - SALARY RANGES

The job classifications and salary ranges therefor are set forth in Appendix A attached hereto and by this reference made a part hereof.

ARTICLE XIII - EMPLOYMENT CONDITIONS

Section 1: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union.

Section 2: The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time employee's work. Employees are expected to comply with the reasonable rules and regulations in regard thereto.

Section 3: Employees shall not absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of their duties as specified by the Chief of Police.

Section 4: Employees shall obey all departmental rules and regulations, memorandums, directives, general and special orders and all other orders received from time to time, whether verbal or written, either directly or indirectly, from their supervisor.

Section 5: It is understood and agreed that the assignment of employees within the bargaining unit to special temporary positions shall be made by the Employer and that such assignments shall be made on the basis of qualifications and ability. The Employer reserves the right to reassign employees to these positions.

Section 6: It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions contained herein. The Township ordinances, Police Department Rules and Regulations and applicable administrative orders of the Township shall be applicable to employees within the bargaining unit unless such plans, rules or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.

ARTICLE XIV - INSURANCE AND PENSION

Section 1: The Employer agrees to pay the monthly premium for five thousand dollars (\$5,000) of group life insurance coverage under the Township's present plan.

Section 2: The Employer agrees for the life of this Agreement, to provide group health insurance benefits comparable to what existed immediately prior to the execution of this Agreement and in addition thereto, provide pre and post natal coverage with an insurance carrier authorized to do business in the State of Michigan.

Section 3: The Employer agrees, for the life of this Agreement to continue with the present pension plan on the same basis as it existed prior to the execution of this Agreement.

ARTICLE XV - EMPLOYMENT PRACTICES

Section 1: The Employer shall have the right 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 efficient operations which rules and regulations shall first be discussed at a special conference before they become effective.

Section 2: The Employer agrees that it will not normally subcontract bargaining unit work. However, this provision will not prohibit the Employer from subcontracting that work for which it does not have available or sufficient manpower, equipment, funds, in case of emergency or when the work can be performed on a more economical basis.

Section 3: In the event a new job classification is created or a permanent vacancy occurs in an existing job classification, such vacancy shall be posted on the Employer's bulletin board for five (5) regularly scheduled working days during which time employees who desire to be considered for such vacancy shall sign the posting. The job vacancy shall be awarded to the employee bidding therefor who possesses the most ability and other attributes for said position, as determined by the Employer. If two or more employees bid for the job vacancy and both of all possess the ability and other attributes to relatively the same extent, the employee with the greatest amount of seniority shall be awarded the job. An employee promoted to a higher paying job shall be on job probation for a period to twelve (12) months during which period said employee may return to his former classification without loss of seniority. In the event there are no bidders or if among those who bid therefor there are none who meet the requirements for the job then, the Employer shall have the right to hire new employees to fill the vacancy.

Section 4: In the event the Employer deems it necessary to reduce the number of employees in the Department, probationary employees shall be laid off first, then the senior employee who is best qualified to perform the available work shall be retained and the remaining employees shall be laid off. The Chief of Police, in making his decision of who shall be retained and who shall be laid off shall consider the nature of the available work to be performed, the employee evaluation reports and such other official records of the Township. In recalling employees from layoff, the senior employee shall be recalled first provided they are the best qualified to perform the available work. Employees who have been laid off twelve (12) or more consecutive months shall no longer be considered employees of the Township.

Section 5: If, during the life of this Agreement, a new job classification is created, the Employer shall establish a rate of pay therefor and shall notify the Union of its decision. In the event the Union disagrees with the rate of pay set for said new job classification in relation to the other bargaining unit job classifications, it may file a grievance starting at the Second Step of the grievance procedure. If no grievance is filed by the Union within fourteen (14) calendar days after receipt of notification of the new job and rate therefor, the rate of pay established by the Employer shall become permanent.

Section 6: It is understood and agreed the Employer shall have the right to temporarily assign employees to perform other available work in the Department or to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the period of up to thirty (30) working days which period may be extended upon mutual agreement between the parties. The employee transferred shall be paid the minimum rate of the classification to which he is assigned or his rate of pay whichever is the greater.

ARTICLE XVI - SPECIAL CONFERENCES

Section 1: It is understood and agreed employees are to discuss departmental related matters with the Chief of Police before bringing such matters to the attention of any other group, organization, individual or public official. Therefore, special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Chief of Police after written request therefor is made by either party subject to the following conditions:

- (a) Such meeting shall be held not more frequently than once each calendar month unless the Union and the Chief agree to hold one at a lesser interval.
- (b) Such meetings may be attended by the Union Representative and at least one (1) steward, the Chief of Police and other designated representatives of the Employer.
- (c) There must be at least seven (7) calendar days advance written notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. Discussions at special conferences shall be limited to the items set forth in the agenda unless otherwise agreed upon by the parties.

ARTICLE XVII - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the grievance procedure.

ARTICLE XVIII - MISCELLANEOUS

Section 1: The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities, such notices shall contain nothing of a political or defamatory nature.

Section 2: The Chief of Police may authorize the hiring of an employee at a rate above the minimum of the rate range of the job classification as an incentive commensurate with the employee's prior experience and qualifications.

Section 3: 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 provisions herein contained is so rendered invalid, upon written request by 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 XIX - UNION SECURITY

Section 1: Current employees and employees hired after the effective date of this Agreement shall, as a condition of continued employment, either become members of the Union or pay a representation fee equivalent to the monthly Union dues uniformly required of Union members effective thirty-one (31) days after the effective date of this Agreement or upon completion of their probationary period, whichever is later.

Section 2: For those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer's payroll office, the Employer will deduct from their pay on the first pay period of each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made to the Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE XX - DURATION

This Agreement shall remain in full force and effect until 2400 hours on the 11th day of December, 1975 and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to said 11th day of December, 1975, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

This Agreement is signed on behalf of the respective parties this ____ day of January, 1975 at Saginaw, Michigan.

TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS,
LOCAL 214, LAW ENFORCE-
MENT DIVISION

CHARTER TOWNSHIP OF BUENA VISTA

APPENDIX A

CLASSIFICATIONS AND RATES OF PAY
EFFECTIVE October 13, 1974

<u>CLASSIFICATION</u>	<u>START</u>	<u>AFTER SIX (6) MONTHS</u>	<u>AFTER ONE (1) YEAR</u>	<u>AFTER TWO (2) YEARS</u>
Radio-telephone operator/secretary	\$6,492.00	\$6,706.00	\$6,893.00	\$7,112.00