

# HAMPTON TOWNSHIP

801 W. Center Avenue Road  
ESSEXVILLE, MICHIGAN 48732

Telephone 893-9351

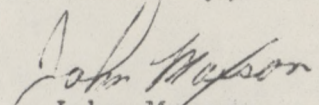
April 15, 1973

Mrs. Martha Jane Soltow  
Library, S.E. Wing, First Floor  
Michigan State University  
East Lansing, MI 48823

Dear Mrs. Soltow:

Enclosed is the supplement to the Contract between Hampton Township and Teamsters Local #486. This amends the existing Contract and covers only wages. If you do not have a copy of the whole contract already please let me know and I will send one.

Sincerely,

  
John Maxson,  
Superintendent

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

APR 24 1973

JM:jg

*Hampton Township*



SCHEDULE A

SUPPLEMENT TO THE CONTRACT

Between

HAMPTON TOWNSHIP

and

TEAMSTERS LOCAL 486

to amend the existing Contract of 1-1-72 to 12-31-73.  
This ammendment shall cover only wages.

The Employer and the Union mutually agree that the wage rates of the classifications listed below shall be increased as follows, and shall be in effect from 1-1-73 to 12-31-73.

Classifications

Working Foreman	\$ 4.95 Per Hr.
D. P. W. - A	4.35 Per Hr.
D. P. W. - B	4.08 Per Hr.
D. P. W. - C	3.33 Per Hr.
Custodial - Salary	150.00 Per Week

CHARTER TOWNSHIP OF HAMPTON  
DEPARTMENT OF PUBLIC WORKS

LOCAL UNION NO. 486 AFFILIATED  
WITH THE INTERNATIONAL BROTHER-  
HOOD OF TEAMSTERS, CHAUFFERS,  
WAREHOUSEMEN, AND HELPERS OF  
AMERICA.

By Alex Walraven 1-26-73  
Alex Walraven, Supervisor

By Neil Dalton 1-23-73  
Neil Dalton, Secretary-Treasurer

By Ella Jane Martin 1-24-73  
Ella Jane Martin, Clerk

By Edward Murray 1-23-73  
Edward Murray, Business Agent

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



12-31-13

Hampton Township

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the CHARTER TOWNSHIP OF HAMPTON-DEPARTMENT OF PUBLIC WORKS, located at HAMPTON TOWNSHIP, Bay County, Michigan, party of the first part, and hereinafter termed the Employer; and LOCAL UNION NO. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Saginaw, Michigan, Party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and

WHEREAS, both parties are desirous of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and

WHEREAS, both parties are desirous of promoting and improving peaceful and economic relations between the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

MANAGEMENT RIGHTS

The Management of the municipality in all its phases and details, shall remain vested in the Employer; however, the Employer shall recognize the rights of the employees and the Union.

ARTICLE 1

RECOGNITION: AGENCY SHOP AND DUES

Section 1. (a) RECOGNITION: The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

Section 1. (b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

Charter Township of Hampton  
801 West Center Avenue Road  
Essexville, Michigan 48732



Section 2. (a) AGENCY SHOP: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Section 2. (b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Section 2. (c) In accordance with the policy set forth under paragraphs 2.(a) and 2.(b) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

Section 2. (d) If any provision of this Agreement is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have

furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such members, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or Federal law. No deduction shall be made which is prohibited by applicable law.

## ARTICLE 2

### SCHEDULE "A"

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

## ARTICLE 3

### EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 4

### SENIORITY

Section 1. ADDITIONAL HELP: When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 2. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) calendar day trial basis, during which period he may be discharged without further recourse; however, the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After ninety (90) calendar days, the employee shall be placed on the regular seniority list.

Section 3. SENIORITY LIST: The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 4. LAY-OFF - RECALL: Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-off and rehire of personnel.

Section 4. (b) In the event of a lay-off, an employee so laid off shall be given ten (10) calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 5. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 6. LOSS OF SENIORITY: Seniority shall be broken by discharge or voluntary quit; also, seniority shall be broken by lay-off for a period of more than two (2) years and as provided in Section 4.(b) above.



## ARTICLE 5

### DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 6 hereof.

Section 2. UNIFORM RULES: If uniform rules and regulations with respect to disciplinary action are drafted, and approved by both the Union and Employer, such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Section 3. UNION ACTIVITIES: Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for any act as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## ARTICLE 6

### ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall not be, at any time any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work, or lockouts.

Every effort shall be made to adjust controversies and disagree-

ments in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party for arbitration as hereinafter provided.

Section 2. (a) Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

1. By conference between the aggrieved employee, the shop steward, or both, and the department head.

Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

2. By conference between an official or officials of the Union and the Manager, or representative of the Employer delegated by the Manager, or both.
3. In the event the last step fails to settle the complaint it shall be referred to an impartial arbitrator upon the request of either party. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

Section 2. (b) Either party may submit a list to the other, said list to contain the names of responsible citizens, any of which shall be capable of handling an arbitration. The parties shall select one individual from the lists and that person shall act as the impartial arbitrator. If no agreement can be reached on the selection of the impartial arbitrator, he shall be appointed by the Michigan Labor Mediation Board at the request of either party.

The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties.

Section 2. (c) Grievances must be taken up promptly and no



grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

Section 3. LIMITATIONS OF AUTHORITY AND LIABILITY: No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. However, in all cases of any illegal strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 4. After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slow-down, walkout or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 5. Should either party not accept and abide by the procedure set forth in this Article, or the decisions resulting therefrom, then in such instance, either party shall have the right to other legal recourse.

Section 6. The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

Section 7. Any individual employee or group of employees, who wilfully violate or disregard the arbitration and grievance procedure set forth in Article 6 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 7

### STEWARD

The Employer recognizes the right of the Union to designate a Job Steward and alternate from the Employer's seniority list. The authority of Job Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his employer or the designated Township representative in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - (a) have been reduced to writing; or,
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a Job Steward and his alternates, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or his alternate has taken strike action, slow down or work stoppage in violation of this Agreement.

The Steward shall be permitted reasonable time to investigate, present and process grievances on the Township property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward shall be granted super-seniority for all purposes including layoff and rehire.

## ARTICLE 8

### ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. During the period of absence the employee shall not engage in gainful employment in the same classification covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights



for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved by either the Union or Employer.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected, in order that there shall be no disruption of the Employer's operations due to lack of available employees.

#### ARTICLE 9

##### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

#### ARTICLE 10

##### INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 11

POSTING - BULLETIN BOARDS

Section 1. Each employee shall be furnished a copy of this Agreement.

ARTICLE 12

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registered in, until the time he is effectively released from duty.

ARTICLE 13

PAY PERIOD

Section 1. PAY DAY: All regular employees covered by this Agreement shall be paid in full each week. Not more than Seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreements, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 14

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment under any circumstances.

ARTICLE 15

EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. UNSAFE EQUIPMENT: The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Employees shall report defective equipment or machinery to the foreman forthwith.

Section 2. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.



Section 3. ACCIDENT REPORT: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. NEW EQUIPMENT: Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use, within operations covered by this Contract, rates governing such operations and/or equipment shall be subject to negotiation between the parties. Wages agreed upon or awarded shall be effective as of date equipment is put into use.

Section 5. HEATERS: The Employer shall install heaters, defrosters and windshield washers on all trucks and tractors and keep same in good operating condition.

#### ARTICLE 16

##### WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide workmen's compensation protection for all employees even though not required by state law.

#### ARTICLE 17

##### MILITARY SERVICE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

#### ARTICLE 18

##### SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

#### ARTICLE 19

##### SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the Employee. Upon quitting, the Employer shall pay all money due to the Employee on the payday in the week following such quitting.

#### ARTICLE 20

##### SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to.

#### ARTICLE 21

##### EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification,



such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

## ARTICLE 22

### MEAL PERIOD

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours.

## ARTICLE 23

### GARNISHMENTS

In the event of notice to an Employer of a garnishment or impending garnishment the Employer may take disciplinary action if the employee fails to satisfy such garnishment within a twenty-four (24) hour period after notice to the employee. If the Employer is notified of three garnishments, irrespective of whether satisfied by the employee, within the twenty-four (24) hour period, the employee may be subject to discipline, including discharge in extreme cases. However, if the Employer has an established practice of discipline or discharge with a fewer number of garnishments or impending garnishments, if the employee fails to adjust the matter within the twenty-four (24) hour period, such past practice shall be applicable in those cases.

No garnishment or warning notice concerning the same shall be used in the application of this Article after nine (9) months from the date of such garnishment or warning notice.

## ARTICLE 24

### EMPLOYEE'S BAIL

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc., provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as an Employer witness he shall be reimbursed for all time lost and expenses incurred.

## ARTICLE 25

### TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 1972, to and including December 31, 1973, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 1973, or December 31 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" attached hereto may be reopened for negotiation between the parties January 1, 1974, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 31, 1973. If no such notice is given, the said Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to legal recourse in support of its demands.

Section 4. It is understood and agreed between the parties that the wage rates in Article 26 of Schedule "A" attached hereto may be reopened for negotiation between the parties January 1, 1973, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 31, 1972. If no such notice is given, the wage rates in Article 26 of Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in wage rates in Article 26 in Schedule "A", the Union shall have the right to legal recourse in support of its demands.

Section 5. In the event of an inadvertent failure by either party to give notice as set forth in this Article, such party may give



such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the Expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 19th day of January, A.D., 1972.

CHARTER TOWNSHIP OF HAMPTON-  
DEPARTMENT OF PUBLIC WORKS

By: Alex Walraven, Jr.  
ALEX WALRAVEN, JR., Supervisor

By: Ella Jane Martini  
ELLA JANE MARTINI, Clerk

Local Union No. 486 affiliated  
with the International Brother-  
hood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America

By: Neil Dalton  
NEIL DALTON, Secretary-Treasurer

By: Edward Murray  
EDWARD MURRAY, Business Agent

SCHEDULE "A"

CHARTER TOWNSHIP OF HAMPTON-DEPARTMENT OF PUBLIC WORKS

ARTICLE 26

MINIMUM WAGE RATES

CLASSIFICATIONS:

1. Effective 1st day of January, A.D., 1972.

Working Foreman	\$ 4.70 per hour
DPW - A	\$ 4.00 per hour
DPW - B	\$ 3.85 per hour
DPW - C	\$ 3.10 per hour
Custodian-Salary	\$147.50 per week

The respective alphabetical classifications as used above shall be and are hereby defined as follows:

DPW - A: equipment operator; mechanic; utility;  
DPW - B: truck driver; utility;  
DPW - C: general help; utility.

2. Snow Removal Premium Pay -- see Article 27, Section 3(a).

ARTICLE 27

Section 1 (a) - Hours

From April 1st through September 30th of each year, the regular work day shall commence at 7:00 A.M. and conclude at 3:30 P.M., Monday through Friday of each week.

From October 1st through March 31st of each year, the regular work day shall commence at 7:30 A.M. and conclude at 4:00 P.M., Monday through Friday of each week.

Section 1 (b)

All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday.

Section 1 (c)

In the event that an employee does not work of his own volition during one (1) of his regularly scheduled days, his weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2 (a) Call-In-Pay

Any Employee called in to work any day, Monday through Friday during regular working hours, shall be guaranteed eight (8) hours pay at the rate specified in this Agreement.



Section 2 (b)

Any employee called in to work on Saturday or Sunday shall be guaranteed two (2) hours work or pay, at the pay rate specified in this Agreement.

Re-call: Any employee re-called to work after completing a work shift, shall be guaranteed two (2) hours work or pay, at the rate specified in this Agreement; subject however to the snow removal premium pay provisions in section 3(a) of this Article.

Section 3 (a) Weekly Overtime

Eight (8) hours shall constitute a days work and forty (40) hours shall constitute a weeks work. Time and one-half (1 1/2) shall be paid for all overtime in excess of forty (40) hours per week except that an employee continuing to work after eight (8) hours or re-called to work, Monday through Friday, for the purpose of snow removal, shall receive snow removal premium pay in lieu of overtime at the rate of \$1.00 per hour for all extra hours worked plus \$8.00.

Section 3 (b)

Scheduling of work shall be according to classification. Overtime shall be distributed fairly and equitably among employees in each job classification.

Section 4 (a) Saturday and Sunday Work

Time and one-half (1 1/2) the regular hourly rate shall be paid for all work performed on Saturday. Double the regular rate of pay shall be paid for all work performed on Sunday.

ARTICLE 28

VACATIONS

Section 1 (a) Eligibility

All employees, members of the Union, shall become eligible for vacations, with pay, in accordance with the table set forth below, when they have attained one (1) year seniority or more pursuant to said table, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

<u>YEARS</u>	<u>DAYS VACATION</u>
1-----	10
6-----	11
7-----	12
8-----	13
9-----	14
10-----	15

Section 1 (b)

Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro rata basis, deducting one-twelfth ( 1/12th) of the vacation which would have been due for each month of work lost during the qualifying year. Pro rata vacations shall apply to employees after one (1) year of service.

Section 2 (a) Amount of Vacation Pay

Each week of vacation pay shall be equal to forty (40) hours work.

Section 2 (b)

If a holiday should fall within the vacation period, the employee shall be paid an additional days pay of eight (8) hours at straight time hourly rates.

Section 2 (c)

Employees shall not be allowed to accept pay in lieu of vacation time off, except with the concent of Employer and Union.

Section 2 (d)

Vacation pay shall be paid to the employee before leaving on his vacation.

Section 3 (a) Time for Vacation: Leaves of Absence

The Employer shall have the right to determine vacation leaves of absence so that vacation leaves of absence shall not interfere with the efficient operation of the Township. Also, all employees shall take at least five (5) consecutive vacation days during the calendar year and the remaining vacation days may be taken one day at a time.

Section 3 (b)

Subject to Section 3(a) above, vacation requests shall be granted according to seniority.

Section 3 (c)

Any employee who has earned his vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

ARTICLE 29

HOLIDAYS

Section 1 PAID HOLIDAYS

The following paid holidays shall be ovserved, provided they occur during the normal work week, or on days legally celebrated in lieu thereof:



(1) Full Paid Holidays (8 Hours Straight-Time Pay)  
New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day before Christmas, Christmas Day and Day before New Years.

Section 2 Employees called to work on any of the above listed holidays shall be paid time and one-half (1 1/2) the regular hourly rate for actual hours worked in addition to the holiday pay referred to above.

Section 3 In order to qualify for the holiday pay for a holiday not worked, it is provided that employees must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.

Section 4 Employees who are serving their thirty (30) calendar day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5 Employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) calendar days of absence due to illness, non-occupational injury or within the first sixty (60) calendar days of absence due to occupational injury or during a period of permissible absence.

Section 6 When a holiday falls on Sunday it shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on Friday.

Section 7 The Forty (40) hour weekly guarantee shall be reduced by the number of holiday hours not worked during the particular work week. Overtime shall be paid for hours worked in excess of 32 or 24 hours as applicable for said holiday week.

## ARTICLE 30

### SICK LEAVE

Section 1 (a) Eligibility: Employees shall be granted twelve (12) days of sick leave with pay in each calendar year.

Section 1 (b) Employees must be on the active payroll to earn sick leave benefits.

Section 2. Amount of Pay: Payment for sick leave days shall be for an eight (8) hour day, computed toward overtime as if actually worked.

Section 3. Sick Leave Bank: Employees shall be allowed to accumulate sick days into a bank up to a maximum of thirty (30) days. Any days accumulated over this are to be paid to employees each year.

## ARTICLE 31

### FUNERAL LEAVE

In the event of death of an employee's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, such employee shall be granted a leave of absence with pay for a period of three (3) consecutive days. In the event of death of an employee's grandparents, brother-in-law, sister-in-law, aunt or uncle, such employee shall be granted a leave of absence with pay on the day of the funeral provided the employee loses time from work on such day.

Each day of funeral leave pay shall be computed at eight (8) hours of straight time pay; funeral leave pay shall not be used for purposes other than to attend funerals as outlined above, and payment is to be made only for time lost from work on scheduled work days.

## ARTICLE 32

### GENERAL PROVISIONS

#### Job Openings

In the event of job openings covered by this Agreement, the Township shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union Representative before filling job openings. Employees transferred through such procedure, will be given a thirty (30) day trial period on the job to which they were transferred.

In the event of a job opening in the working foreman classification, then said opening may be filled at the option of the Employer. The working foreman classification shall not be subject to the above bidding and seniority procedure. However, if the Employer elects to fill said opening, then the bargaining unit employees shall be given first consideration.

#### Pay Periods

The Employer shall be allowed to continue its present practice of paying employees once every week.

#### Job Classifications

Section (a) Any employee transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked on the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.



Section (b) Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period. The word "temporarily" is hereby defined to mean any period of time not exceeding thirty (30) days.

Section (c) Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

#### Life Insurance

The Township shall pay the full cost connected with providing \$5,000.00 of life insurance for employees covered by the Labor Agreement.

#### Pension

The Retirement Plan jointly paid for, on an equal basis, by eligible employees and the Employer, shall be continued as presently established. Part-time employees shall not be covered under the retirement plan.

#### Sick and Accident Insurance

The Employer shall provide Sick and Accident Insurance to provide \$100.00 per week for twenty-six (26) weeks.

#### Blue Cross

The Employer shall pay 100% of the cost connected with providing hospitalization and medical insurance benefits for employees and their dependents equal to the Blue-Cross and Blue Sheild as presently furnished employees by the Township.

#### Dental and Optical Contribution

The Township agrees to pay to each employee up to the first \$50.00 per calendar year toward any dental or optical expense incurred by the employee on his behalf of his wife or children upon presentation of a receipt or bill evidencing same.

#### Personal Business Days

All employees shall be allowed a maximum of three (3) paid eight (8) hour days each year for the purpose of personal business days. Said days are not cumulative from year to year.

#### Uniforms

The Employer shall furnish uniforms - shirts and pants. Each man shall receive seven (7) sets of uniforms with three (3) clean sets per week; these shall be furnished by the Employer. Said uniforms shall not be worn by the employee while working for another employer or as an independent contractor.

#### Unemployment Compensation

The Union and the Township jointly agree that the demand of the Union for a guarantee of 52 weeks work or pay per

year is withdrawn, with the understanding that all bargaining unit employees will be covered by Michigan Unemployment Insurance. This unemployment insurance shall be furnished and paid for by the Employer, even though it is not required by the laws of the State of Michigan.

Residence of Employees

It is mutually agreed that no employee shall be required to reside within the Township limits of Hampton Township as a condition of continued employment; however, Township residency would be preferable.

Retirement of Employees

All employees shall retire when they reach the age of sixty-five (65); however, they may continue their employment on a yearly basis with the approval of the Township Board after submitting to a complete physical examination by a hospital and doctors of the Township Board's choice and at the expense of the Township.

Custodian - Additional Help

The Township agrees to maintain the present policy of furnishing additional help to the custodian as needed when the Township Hall is used for two (2) major events on two (2) consecutive days.

The Labor Agreement, including Schedule "A", shall continue in full force and effect pursuant to and in accordance with the provisions of Article 25 of the Labor Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 19th day of January, A.D., 1972.

CHARTER TOWNSHIP OF HAMPTON-  
DEPARTMENT OF PUBLIC WORKS

By: Alex Walraven, Jr.  
ALEX WALRAVEN, JR., Supervisor

By: Ella Jane Martini  
ELLA JANE MARTINI, Clerk

Local Union No. 486 affiliated  
with the International Brotherhood  
of Teamsters, Chauffeurs, Ware-  
housemen and Helpers of America

By: Neil Dalton  
NEIL DALTON, Secretary-Treasurer

By: Edward Murray  
EDWARD MURRAY, Business Agent