

AGREEMENT

THE CHARTER TOWNSHIP OF ORION

and

CLERICAL EMPLOYEES UNIT OF TEAMSTERS
LOCAL 214

The Charter Township of Orion, a Michigan municipal corporation (hereinafter "Employer"), and the clerical employees of the Township and their bargaining agent, Teamsters State, County, and Municipal Workers Local 214, as certified by the Michigan Employment Relations Commission, January 21, 1994 (hereinafter "Union" or "Employee"), agree as follows:

Orion Township

ARTICLE ONE - COVERED EMPLOYEES

- 1. This agreement covers the following employees of the Charter Township of Orion:

All full-time and regular part-time employees, including secretaries, clerks, building inspectors, custodians, administration assistants, coordinators, appraisers, and van drivers; but excluding executives, supervision, a confidential secretary, and the fire inspector, as determined by the State Employment Relations Commission in Case #R93 C45 Opinion dated January 21, 1994.

- 2. The parties agree that all members of the Township DPW department covered under a separate agreement with Local 214 shall be excluded.

ARTICLE TWO - UNION STATUS

- 1. Recognition. Employer recognizes the Union as exclusive collective bargaining representative of the unit described in Paragraph 2 and thus of every employee. However, any individual employee or group of employees has the right to present a grievance to the Employer and have it adjusted without Union's intervention, so long as the adjustment is not inconsistent with this agreement and the Union has been given opportunity to be present at such adjustment.

- 2. Union Membership. No employee shall be required to join the Union as a condition of employment by the Employer. Employer will not discriminate against any employee because of his membership or non-membership in the Union.

3. Union Membership: Initiation Fee and Dues Checkoff. During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues and initiation fee required by the Constitution and Bylaws of the Union from the pay of each employee who chooses to join the Union and who executes or has executed the "Authorization for Payroll Deduction" form attached hereto as Exhibit "A." The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union within fifteen (15) days from the receipt of the certification of said Treasurer.
4. Union Business: Steward. The Union will have one (1) steward and an alternate steward, each of whom must be an employee. The steward and the alternate steward shall represent the employees with respect to this Agreement. The names of employees selected as the steward or alternate steward shall be certified to the Employer in writing. The alternate steward shall have authority to represent employees under the terms of this Agreement only when the steward is not at work.
5. Union Business: Steward's Pay for Local Union Representation. The Union steward will be granted reasonable time off work to function in the grievance procedure when required and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his supervisor to leave work for such activity. Pay for such time shall be at the employee's regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) steward shall receive any such pay during a given day.
6. Union's Bulletin Board. The Employer will make a bulletin board area available for the use of the employees and the Union for the purposes of posting notices of union activities and other official announcements.

ARTICLE THREE' - EMPLOYEE STATUS

1. Probationary Period. An employee will be on probation until he has worked one hundred eighty (180) calendar days in a position covered by this Agreement following his initial employment by Employer or his employment after loss of seniority, as the case may be. During this time, he will be subject to termination at Employer's sole discretion and will have no rights under this Agreement with respect to such termination.

2. Discharge: Basis. Except as stated in Paragraph 9, the Employer will discharge and discipline an employee only for just cause. Just cause includes, among other things, each of the causes referred to in Paragraph 3 or 4. Except in a discharge under Paragraph 9, Employer will state the reason for a discharge to the employee in writing and will send the Union a copy of such statement.
3. Discharge: Types: Disciplinary Discharge. Discharge for a reason such as any of these will be considered disciplinary discharge: (a) repeated unexcused tardiness or absence, (b) failure to do assigned work, (c) leaving work without prior express permission.
4. Discharge: Types: Misconduct Discharge. For example only, discharge for any of these reasons will be considered a misconduct discharge: (a) reporting for work with any discernible evidence of having partaken of any intoxicant or illegal substance, (b) report for work under the influence of any controlled substance affecting or impairing work ability, (c) partaking, during working hours, of any intoxicant or substance which impairs employee's work ability, (d) any conduct involving moral turpitude, (e) any conduct which could be punished as a felony under Michigan or Federal law, (f) participation in or advocating a strike or insubordination, physical violence, sexual harassment, or racial taunting.
5. Discipline and Discharge: Procedure. In a disciplinary discharge (for any of the reasons specified in Paragraph 3), the Employer will: (a) give the employee a written warning for his first violation; (b) give the employee a disciplinary layoff of up to one week for the second violation; and (c) discharge the employee for the third violation. All warnings shall be given in writing and copies forwarded to the Union. In a misconduct discharge (for any of the type specified in Paragraph 4), Employer may terminate the employee immediately without prior warning and without prior notice or pay in lieu of notice.
6. Seniority: Acquisition. An employee will acquire seniority after completing his probationary period and his seniority will then date from the start of his employment. Employees starting work on the same day will have equal seniority.
7. Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge, or death and whose seniority has not been lost under Paragraph 9 will accrue seniority in these cases: (a) while actively at work, (b) while on holiday or vacation, or sick time paid by Township, (c) for that part of any leave for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and has a statutory

right to re-employment, (d) Upon the exhaustion of sick, vacation, and personal time the employee will retain seniority already earned but not accrue additional seniority until his return to active duty.

8. Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge, or death and whose seniority has not been lost under Paragraph 9 will retain, but not accrue, seniority in these cases: (a) on leave of absence so long as he complies with the conditions of such leave, (b) for ninety (90) days on promotion or assignment to a position not covered by this Agreement, (c) up to length of seniority as of the date of the layoff or three (e) years, whichever is less, (d) while absent from work because of illness or disability.
9. Seniority: Loss. Except as otherwise stated in this paragraph, an employee will lose seniority and all re-employment rights by: (a) resignation, (b) discharge, unless voluntarily remitted by the Employer or vacated by a valid arbitration award either accepted by the Employer or judicially confirmed, (c) on continuous layoff for a period equal to his seniority or three (3) years, whichever is greater, (d) absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse, (e) failure to report for work on schedule from a vacation, leave of absence or disciplinary suspension without notifying the Employer in advance or without providing a reasonable and valid excuse, (f) subject to Federal law, voluntary extension of military service.
10. Seniority: Application. Seniority will apply to (a) layoff, (b) recall, (c) vacation time preference, and (d) to compensation as reflected in Exhibit A.
11. Seniority: Layoff and Recall. The Employer will lay off employees in inverse seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work. The Employer will recall laid off employees in seniority order subject to the ability of the senior employee to do the work available.
12. Seniority: Layoff and Recall: Procedure. The Employer will recall an employee from layoff by certified mail to the employee's address as shown on the last payroll record which the Employer has in its records. This notice will specify a date and time not earlier than ten (10) days from its mailing date for the employee to return to work. The employee will, by letter mailed within five (5) days from such notice's mailing date, notify the Employer that he accepts such recall. If he fails to so notify the Employer, his seniority rights will terminate, and he will be deemed to have resigned. If he

accepts such recall, he must report for work at the date and the time specified in the recall notice. If he does not so report, his seniority rights will terminate, and he will be deemed to have resigned.

ARTICLE FOUR - MONETARY BENEFITS: PAY FOR TIME WORKED

1. Pay Basis. Except as otherwise expressly stated in this Agreement, an employee will be paid only for the time actually worked.
2. Regular Compensation Rate. An employee's regular compensation rate is the rate set forth in Exhibit A (based upon forty hours per week), and this rate will apply to all work time constituting his normal workday or workweek.
3. Premium Compensation Rate. An employee's compensation for work exceeding eight (8) hours in any work day will be one and one-half (1-1/2) times his regular compensation rate for work performed Monday through Friday and for any hours worked in excess of forty (40) in one (1) week.

ARTICLE FIVE - PAY FOR TIME NOT WORKED

1. Holidays. All probationary and regular full-time employees of Orion Township shall be eligible for twelve (12) paid holidays under the following regulations:
 - (a) The employee must work the preceding workday before the holiday and the succeeding workday after the holiday unless the employee is on approved vacation. Any exceptions to the rule will be handled on an individual basis by the entire Township Board.
 - (b) The holidays observed by Orion Township are:
 - New Year's Day
 - Martin Luther King Day
 - President's Day - February
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve Day
 - Christmas
 - New Year's Eve Day
 - (c) Should one of the above recognized holidays fall within an employee's vacation, the vacation period shall be

extended by one (1) day for each such holiday if the employee so chooses.

- (d) Should one of the above recognized holidays fall on a weekend, the employees shall receive the day off closest to that holiday.

2. Vacations. Vacation benefits are as follows for full-time employees:

VACATION SCHEDULE		
YEARS OF SERVICE		WEEKS OF VACATION
More Than	Less Than	
0	1	0
1	2	1
2	5	2
5	10	3
10	-	4

Vacation pay shall be computed at the employee's regular straight-time rate exclusive of all premium pay. Vacation pay will be made available to the employee on the last day prior to the start of the vacation. Vacation pay requests must be made in writing at least one (1) pay period prior to the start of the employee's vacation. All such requests must be approved by the employee's department head and the elected official responsible for that department.

Earned vacations must be taken, except for one (1) week, which may be carried forward to the following year, and used between the anniversary date upon which they are earned and the beginning of the twelfth (12th) succeeding month.

Any employee terminating work at Orion Township will be compensated on a pro-rated basis for unused vacation time. This computation will commence after the first full year of employment.

Employees must request vacation periods to which they are entitled at least two (2) weeks before the desired vacation time. The employer shall make every reasonable effort to provide employees an opportunity to take vacations at times desired by them. An approval or denial will be confirmed by a written response to the employee within three (3) working days.

An employee who fails to designate his/her desired vacation period shall not be entitled to exercise his/her seniority rights after April 1. Requests after April 1 for vacation will be considered in order received.

All vacation requests must be approved by the employees department head and elected official responsible for that department.

3. Leave of Absence: Medical/Personal Leave.

- (a) Sick days will be granted on the basis of one-half (1/2) sick day per pay period, plus one (1) additional sick day during January to June, and an additional sick day from July to December. These medical/personal days are not to be considered additional vacation days. An employee may accumulate ninety (90) medical/personal leave days. However, employees will not be compensated for these days upon the termination of their employment with Orion Township.
- (b) If an employee is too ill to report for work, his/her department head must be notified by 9:00 a.m. every day until he/she returns to duty, unless the nature of the illness is such that an extended absence is probable and the department head is so notified of the probable duration of such absence. If this is not complied with, the Employer reserves the right to withhold sick pay.
- (c) If an employee appears to be abusing sick leave, he/she may be requested to provide proof of illness and submit same to the elected official responsible for the employee and the Clerk's office in order to receive compensation for accumulated sick leave.
- (d) Any employee who becomes ill after reporting for work, and who is not eligible for paid sick time will be paid for only that time worked before being sent home.
- (e) Medical/personal leave time shall be taken at a minimum of one (1) hour per occurrence.
- (f) Employees on an extended leave of absence will not accumulate medical/personal days during that leave of absence.

4. Funeral Leave. In the event of a death in the family, defined as:

Spouse (current)	Spouse's grandparent (current)
Child	Brother-in-law
Parent	Sister-in-law
Guardian	Son-in-law
Grandparent	Daughter-in-law
Brother	Sister
Grandchild	Spouse's parent (current)

an employee with at least three (3) months service with the Employer, will be granted time off with pay to the date of the funeral, or a maximum of three (3) days. Each case shall be handled on a individual basis.

Sick days or vacation times may be used for longer periods of bereavement.

When an employee is utilizing a funeral leave, he/she must report to his/her department head by 9:00 a.m. the first day of leave.

5. Military Leave. The Employer shall abide by the provisions of the Selective Service Act and its judicial interpretation with respect to leaves of absence due to military service, including National Guard duty.

6. Jury Duty: District - Circuit - Federal. Orion Township shall pay the difference in wages between what is paid by the courts and regular wage. Mileage will be paid by the courts. A written confirmation of the amount of pay from the court shall be submitted to the Township Clerk for verification.

If an employee who is accepted for jury duty is not required to be in court on certain days during jury duty, the employee will be expected to be at work.

7. Special Absence. Employees may be grantee time off, with pay, for attendance at conference, seminars, professional meetings, workshops, etc., when the individual's strength or skill will be improved to the benefit of the Township. All such special absences must be requested in writing by the employee and approved by the employee's department head and the Township Board prior to attendance at such sessions. Time off with pay may be granted for community service with the approval of the department head and the elected official responsible for that employee.

8. Natural Disaster Absence. When the Township Hall is closed because of natural disaster, employees who report to work will

be paid for that day with closing to be determined at the discretion of the Supervisor, Clerk, and Treasurer.

Employees who are requested by the Township official to remain and work after the closing will be additionally compensated at the rate of \$5.00 per hour to be pro-rated for the hours actually worked.

9. Injury Leave. An employee who is injured while performing work for the Township and who required medical attention as a result of such injury shall receive his regular compensation for the balance of his regular shift on that day, provided, however, nothing herein shall limit the Employer's authority to require the employee to complete the shift if his injury permits him to return to work. An employee who has returned to his regular work assignment following an injury will be given time off with pay for medical examination or treatment required for compliance with the Michigan Workman's Compensation Act.

ARTICLE SIX - FRINGE BENEFITS

1. Health Insurance. The Employer will make the following options available for all full-time employees:
 - (a) Traditional Blue Cross/Blue Shield coverage with a Two Dollars (\$2.00) deductible Prescription Drug Rider with 50 percent (50%) dental coverage.
 - (b) PPO (Blue Cross/Blue Shield Preferred Blue Plan with Master Medical known as Plan 7) with 50 percent (50%) dental coverage.
 - (c) \$100 per month allowance in lieu of health insurance to be paid annually plus 50 percent (50%) dental coverage.

The Employer will pay the entire cost of the plan for the employee, spouse, and dependants. Participation in the insurance plan requires properly signed authorization forms from each employee. Effective date of coverage for new employees will be in accordance with the provisions of the insurance policy.

2. Dental. The Employer participates with a Blue Cross Dental Plan which is 50/50 compensation for dental, not including orthodontic expenses.
3. Life Insurance. The Employer agrees to provide the regular full-time employee, after ninety (90) days of employment, life insurance at 1½ times their annual salary, up to Fifty Thousand Dollars (\$50,000).

4. Long Term Disability Coverage. Long term disability benefits, as provided in the Hartford Group Policy No. SLT-63693, shall be provided and maintained during the life of the Agreement.
5. Retirement Benefits. Employer shall maintain a noncontributing retirement program for all full-time employees and contribute ten percent (10%) of the employees base salary in support of the retirement program.
6. Longevity for Eligible Employees. Longevity based on an employee's base pay for the current year will be paid on the first pay date following the employee's anniversary date. Employee's hired after January 1, 1994, shall not be eligible for longevity pay. The longevity check will have funds withheld for the following items only:
 - (a) Federal income tax
 - (b) State income tax
 - (c) F.I.C.A. - social security
 - (d) LEGAL GARNISHMENT

Longevity will be paid on the following basis:

LONGEVITY SCHEDULE		
YEARS OF SERVICE		PERCENTAGE OF BASE SALARY
More Than	Less Than	
0	6	0%
6	9	2%
9	12	4%
12	15	6%
15	20	8%
20	-	10%

If an employee eligible for longevity pay terminates his/her employment with the Township before his/her anniversary hire date, then longevity will be paid based on actual base pay earned through date of termination. An eligible employee will receive only one longevity check per calendar year.

7. Tuition Reimbursement. The Employer provides tuition reimbursement for full-time employees who take courses from an accredited institution. The course must be job related. The Township Board must approve the Employee's request to take the course. Reimbursement will be made one (1) year following the successful completion of the course. An employee who requests

reimbursement must supply a copy of his tuition receipt and a copy of his grade.

ARTICLE SEVEN - GRIEVANCE

1. Procedure and Time Limits: Initiation. Either an employee, a group of employees or the Union may initiate a grievance by serving a written notice of it on Employer within fourteen (14) days after occurrence of the facts on which it is based. Such notice filed on Grievance Report Form will concisely state the facts on which the grievance is based, specify each agreement paragraph alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the grievance will be barred.
2. Procedure and Time Limits: Step One. After a proper and timely notice is filed by an employee or group of employee, Employer's designated representative and the Union's steward will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within fourteen (14) days after Employee receives the required initiation notice. Employer will answer the grievance within seventy-two (72) hours after said discussion and will notify the Union of its answer. If the Union does not serve a written objection to the answer on the Employer within fourteen (14) days after the date of such answer, the answer will be final and the problem will be barred except as the answer may otherwise provide. If the Union files a proper and timely objection, the grievance will be considered in Step Two and Step One will be deemed completed as of the objection's filing date.
3. Procedure and Time Limits: Step Two. If the Union serves a timely objection to any answer given in Step One, Employer's designated representative and a representative of the union will discuss it. The discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after Step One's completion. The Employer will answer the grievance within seventy-two (72) hours after said discussion and will notify the Union of its answer.
4. Procedure and Time Limits: Submitting to Arbitration. In the event the grievance is not satisfactorily settled in Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to

arbitration, the Union will act in accordance with the procedures set forth below. If the grievance is not so submitted to arbitration or the Grievance Panel within ten (10) days, it will be considered closed on the basis of last disposition.

5. Procedure and Time Limits: Arbitration. If the Union objects to the answer given by the Employer, the Union may ask the American Arbitration Association to arbitrate it under its then current Voluntary Labor Arbitration Rules, or its Expedited Labor Arbitration Rules, as modified by Paragraph 6. Any such request will be written, with simultaneous written notice of the other party, and if it is not so filed and noticed within ten (10) days after Step Two's completion, the grievance will be barred. No arbitration may be held pursuant to the Expedited Labor Arbitration Rules unless specifically agreed to by the Employer. In the event the Employer rejects the Expedited Labor Arbitration Rules for the resolution of any grievance the Voluntary Labor Arbitration Rules shall apply.
6. Procedure and Time Limits: Arbitration: Arbitrator's Decision and Compensation. The arbitrator will render his decision on the grievance in writing within ten (10) days (or such additional time as the parties may be writing agree) after the grievance has been submitted to him, and his decision, when so rendered as required by law, will be final and binding on the parties. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.
7. Exclusions and Limitations: Arbitrator's Authority. The arbitrator will have no authority to (a) add to, subtract from or in any way modify this Agreement, (b) substitute his discretion or judgment for Employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to Employer's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any wage or classification.
8. Construction. Nothing will prevent informal adjustment of any grievance, and the parties intend that, so far as reasonably possible, every grievance will be resolved between the employee and the supervisor immediately involved. Except as otherwise expressly stated in Paragraph 59, the procedure established by this Agreement for adjustment of grievances will be the Union's exclusive remedy for claimed violation of this Agreement by Employer. No employee or group of employees will have the right to initiate an arbitration proceeding. In

computing any time limit specified, Saturdays, Sundays, and Holidays will be excluded.

ARTICLE EIGHT - BUSINESS MANAGEMENT.

- 1. General. The Employer has all statutory rights conferred by law and, limited only by the express and specific terms of this Agreement. It has the sole right to manage its business, including, among other things, the right to (a) hire, assign, transfer, promote, demote, schedule, lay off, recall discipline, and discharge its employees and direct them in their work, (b) determine and schedule work, acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of equipment and facilities, (c) control Employer's property.

ARTICLE NINE - TERM OF AGREEMENT.

- 1. Effective Date. This agreement shall be effective from date of execution to December 31, 1998.
- 2. Termination. This agreement may be terminated, effective 12:01 a.m. Eastern Standard Time, December 31, 1998, by written notice from either party delivered to the other at least sixty (60) days prior to the automatic renewal date of this contract, which notice shall state the intent of either party to amend, modify, or terminate this agreement.
- 3. New Agreement Negotiation. If either party terminates this agreement under Paragraph 2 of this article, both parties will make every reasonable effort to commence bargaining for a new agreement by exchanging written proposals for a new agreement at least ninety (90) days before the termination date of this agreement. Each party will have the right to add to, subtract from, or otherwise change any such proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.

SIGNED this 21st day of December, 1995.

CHARTER TOWNSHIP OF ORION

CLERICAL EMPLOYEES UNIT OF
TEAMSTERS LOCAL 214

By: Marie E. English
MARIE E. ENGLISH
Its:

By: Anthony F. Marok
Its: Business Representative

Township Clerk
CHARTER Township of Orion

Sheran G. Smith

EXHIBIT A

ORION TOWNSHIP
WAGE SCALE

LEVEL	START	6 MONTHS	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
1	\$16,940	\$17,573	\$18,205	\$19,470	\$20,735	\$22,000
2	\$18,634	\$19,330	\$20,026	\$21,417	\$22,809	\$24,200
3	\$20,497	\$21,262	\$22,028	\$23,559	\$25,089	\$26,620
4	\$22,547	\$23,389	\$24,231	\$25,915	\$27,598	\$29,282
5	\$24,802	\$25,728	\$26,654	\$28,506	\$30,358	\$32,210
6	\$28,522	\$29,587	\$30,652	\$32,782	\$34,912	\$37,042

The wages set forth above shall be in effect without change, except for entry level step changes, for the entire term of this agreement.

TO: Orion Township Clerk's Office
Teamsters Local #214

FROM: Local #214 Clerical Union

RE: Election of Union Stewards

DATE: December 21, 1995

An Election was held on this date for the purpose of electing a Union Steward and an Alternate Union Steward. The results are as Follows:

Steward:	Randy Mc Clure <i>Ren</i>	832 Beardon Lake Orion MI 48362	810 643 2479 810 341 0308
Alternate:	Katherine Dafoe <i>Kad</i>	3875 PARK DR West Blmfd, MI 48323	
	(810) 363-2979 (Hm)		
	(810) 391-0304 EXT 112 (WK)		