

12/31/2000

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Agreement

between

**CHARTER TOWNSHIP OF FLINT
Genesee County, Michigan**

and

**CHARTER V-1 OF LOCAL 1918
AFFILIATED WITH COUNCIL #25**

and

CHARTER BY

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

January 1, 1998 - December 31, 2000

Flint Township

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CHARTER TOWNSHIP OF FLINT

and

CHARTER V-1 OF LOCAL 1918
COUNCIL #25, A.F.S.C. & M.E., AFL-CIO

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of December, 1998, between the Charter Township of Flint, hereinafter referred to as the "Township" and Council #25, Local 1918, Chapter V-1, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT

Section 1.

It is recognized by both parties that the best interests of Flint Township is of paramount concern and that any labor disputes between the Bargaining Unit and the Employer be resolved as provided under the provisions of this Agreement.

Section 2.

The Bargaining Unit agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

Section 3.

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the parties and the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

Section 4.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation.

Section 5.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 6.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

CHARTER TOWNSHIP OF FLINT

and

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This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practice.

Section 7.

Whenever in this Agreement the word "Board" is used, the Board may designate someone to represent it.

**ARTICLE 1
RECOGNITION**

The Township recognizes Council #25, Local 1918, Chapter V-1, A.F.S.C.M.E., AFL-CIO, as the sole and exclusive representative pursuant to Act 379, Public Acts of 1965, as amended for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees included in the bargaining unit -- permanent full-time hourly-rated clerical and maintenance employees of the Township -- excluding all elected or appointed officials, all supervisory employees, all confidential employees and all employees employed in or by the Township not represented by the Union.

**ARTICLE 2
UNION SECURITY AND UNION DUES**

Section 1.

Employees covered by this Agreement at the time it became effective shall be required as a condition of continued employment to continue membership in the Union or pay an amount of money that the Union certifies as a service fee.

Section 2.

Employees hired or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to begin membership in the Union and pay the dues or pay an amount of money that the Union certifies as a service fee on or before the thirty-first (31st) day following the beginning of their employment or transfer into the bargaining unit.

Section 3.

The Union will protect and save harmless the Township from any and all claims, demands, suits

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and

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and other forms of liability, provided the Township or its designated representative complies with the provisions of this Article.

Section 4.

The Township will deduct Union dues upon receipt of authorization from members of the Union who shall sign deduction form cards to be supplied by the Union. The Township will forward to the financial secretary of the Union the deduction each month following the month of the deduction.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States, except as expressly limited by terms of this Agreement.

It is expressly recognized, merely by way of illustration and not by way of limitation, that the rights and functions include but are not limited to: (1) full and exclusive control of the management of the business, the supervision of all operations, the methods, process, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or reclassify, assign, transfer, promote, demote, release and layoff employees; (5) the right to the set qualifications of employees; and (6) to suspend, discipline and discharge employees for just cause and otherwise to maintain an orderly, efficient and reasonable operation.

**ARTICLE 4
NO STRIKE - NO LOCKOUT**

Section 1.

The Union and its members recognize that strikes are contrary to law. The Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Township by any employee or group of employees, whether a member of this bargaining unit or not. Additionally, the Union and its members shall not take part in any illegal actions, sit-downs, stay-ins, slowdowns or any curtailment of work or interference with the

operation of the Township.

Section 2.

If any employees take part in any activity in violation of this Article, these actions shall be cause for discharge or other discipline as determined by the Township.

Section 3

If any employee of the Union violates the provisions of this Article, the Union will take positive measures to effect a prompt resumption of work.

Section 4.

The Township agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lockout during the life of this Agreement.

**ARTICLE 5
UNION REPRESENTATION**

All union employees shall be represented by a Steward and one (1) alternate who are regular employees working on the normal shift. During the absence of the Steward, the alternate shall act. Negotiations will be attended by at least two (2) representatives of the Union, meaning the Steward and one (1) alternate or, in the absence of the Steward, two (2) alternates during their working hours without loss of time or pay, and in accordance with this Article, may investigate and present grievances to the Township upon having received permission from his/her immediate Supervisor to do so.

The Union shall designate to the Township, in writing, the Union representatives and the Township is not required to recognize or deal with any employees other than the ones so designated.

**ARTICLE 6
ACCESS TO THE OPERATIONAL PREMISES**

Representatives of the Council or International Union may enter the operational premises for any authorized bargaining unit business, provided that they have first secured the advance permission of the Township or its designated representative. The Township or its designated representative will grant permission to the Union representative to visit the employees for the above limited purposes, at a mutually agreeable time and place, provided that such visitation

does not interfere with the efficient operation of the business of the Township.

ARTICLE 7 DISCIPLINE

Section 1.

The right to discipline, suspend or discharge employees remains at the sole discretion of the Township. Discipline, suspension or discharge must be by proper written notice to the employee and the Union, and the Township shall cite specific charges against the employee.

Section 2.

The disciplined, suspended or discharged employee will be allowed to discuss his/her discipline, suspension or discharge with his/her representatives and the Township will make available an area where he/she may do so before he/she is required to leave the property of the Township. The Union or the employee may request the Township or its designated representative to discuss the discipline, suspension or discharge.

Section 3.

The intent and purpose of the following is to provide for progressive disciplinary action, except in cases of a major infraction. Discipline is intended to be corrective and not necessarily punitive. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, except that nothing in this section shall prevent management from taking immediate and appropriate disciplinary action when required by the circumstances.

Section 4.

The Employer agrees that upon imposing any form of discipline, the designated area Steward or Union Representative shall be promptly notified in writing of the action taken. The employee shall be furnished a copy of any new entry prior to its introduction into the file. A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file. There shall be one (1) official departmental file. For purpose of this section, no other file or records shall be considered or used.

Section 5.

The Steward or another representative of the Union shall be present at the time disciplinary action is imposed. It is the Employer's intent to impose discipline not less than the sixth (6th)

hour of the Employee's work day. The Union shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure. It is the intent of both parties, the Union and the Township, to exhaust the grievance procedure prior to seeking other legal remedies as may be available upon the employee's election. Oral or written reprimands are not subject to arbitration.

Section 6.

Before any employee is required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, the Union Representative and the Supervisor. The employee will have twenty-four (24) hours after the meeting to make a written statement, with a copy to the Union Representative, if the employee so desires.

Section 7.

Should it be necessary to reprimand any employee, the reprimand should be given so as not to cause embarrassment to the employee in front of other employees or the public.

Section 8.

The Employer may modify a disciplinary action but the severity of the disciplinary action may not be increased, but may be lessened.

Section 9.

No employee of this bargaining unit will be subject to disciplinary action for appearing before a State or Federal Grand Jury at which the employee presented testimony under oath and have been sworn to secrecy.

Section 10.

No employee of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty.

Section 11.

In imposing discipline regarding a current infraction, the Township may not take into account discipline which occurred more than eighteen (18) months prior to the current infraction, nor shall disciplinary action older than eighteen (18) months be considered during the grievance procedure.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 1.

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. A grievance is defined as an alleged violation, misinterpretation or inequitable application of a specific and expressed term of this Agreement. In the event the employee seeks redress on the same or similar subject in any other forum, the employee waives any and all rights to the grievance procedure.
- B. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, and agree that each step in the grievance procedure must be adhered to as set forth herein or the grievance will be forfeited.

Section 2.

Level 1:

Any employee having a specified grievance must discuss the matter with his/her immediate supervisor who will attempt to resolve the matter consistent with the terms of this Agreement. All grievances must be filed within five (5) working days of the discovery of the grievable matter or within five (5) days of when it should have been discovered. The immediate supervisor will have five (5) working days after the discussion to give a response.

Level 2:

Grievances which are not settled at Level 1, or which have not been responded to, shall be reduced to writing by the employee and/or the Union Steward, on the appropriate forms, be signed by the aggrieved employee and the Union Steward and be delivered to the immediate supervisor within five (5) working days of the Level 1 response. The written grievance must contain the claimed violation of the Agreement, all pertinent contract citations, and the remedy requested. The immediate Supervisor shall write his/her disposition on the grievance form and return it to the Union Steward within five (5) working days.

Level 3:

If the grievance is not resolved by the above steps within eight (8) working days, the grievance committee, comprised of the Chief Steward and the Alternate Steward, shall file an appeal with the Supervisor or his/her designated representative. The Supervisor or his/her designee will hold a hearing within eight (8) working days in an attempt to resolve the matter. Both the Union and the Employer have the right to request the presence of any necessary parties. Within eight

(8) working days thereafter, the Supervisor or his/her designated representative shall prepare a written disposition of the grievance.

Level 4:

Any unresolved grievance relating to the interpretation, application, or enforcement of any specific Article and Section of this Agreement or any written Supplementary Agreement, which has been fully processed through the last step of the grievance procedure as herein provided, may be submitted to the American Arbitration Association.

- A. In the event of an unsatisfactory decision at Level 3, the Union may submit the grievance to Arbitration within fifteen (15) days following the conclusion of the Level 3 answer. Written notice to the Township of the submission shall constitute a request for arbitration. The Union will submit a list of seven (7) arbitrators with the notice requesting arbitration.
- B. Within ten (10) days after notice of arbitration has been given, the Township and the Union will attempt to select an impartial arbitrator whose decision shall be final and binding upon the parties. If the parties cannot agree upon an arbitrator within ten (10) days after written notification of intent to arbitrate is given, the Employer and/or Union shall submit the grievance to the American Arbitration Association for settlement under its rules then in effect.
 1. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Article and shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement.
 - b. Granting any wage increases or decreases.
 - c. Granting any right or relief for any period of time prior to the execution date of this Agreement.
 2. The Arbitrator shall be without authority to require the Employer to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations, or discretion which, by State Law or State Constitution, the Employer cannot delegate, alienate or relinquish.
 3. All claims for back wages are limited to the amount of wages that the employee otherwise would have earned, less any compensation received for temporary employment subsequent to removal from the payroll of the Employer.
 4. The grievant and the Local Representative will not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted at the location where the grievance originated. (The Township is not responsible for the wages of more than two (2) employees in the bargaining unit.)

5. Fees and authorized expenses of the Arbitrator are to be shared equally by the Township and the Union.
6. The Arbitrator must render his/her award within thirty (30) days of the close of the hearing.

Section 3. Representatives:

- A. The employee may request Union Representation.
- B. With the proper notification to the Union, nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance resolved without the intervention of the Union if the matter is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present.

Section 4. Time Limits:

If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon in writing between the Union and the Employer.

Section 5. Miscellaneous:

- A. A grievance may be withdrawn without prejudice, record or precedent. All claims for back wages shall be limited to the wages that the employee would otherwise have earned, less any unemployment compensation or interim compensation he/she may have received.
- B. Any grievance resolved at any step of the grievance procedure is final and binding upon all employees of the bargaining unit.
- C. If the representative of the Township fails to respond to a grievance within the prescribed time limits, the employee or his/her representative may appeal the grievance to the next step. Any grievance not appealed to the next step of the grievance procedure by the employee or his/her representative shall be automatically considered settled on the basis of the last disposition, excepting where appeal rights of the Township are involved.
- D. All time limitations in the grievance procedure are exclusive of Saturdays, Sundays and Holidays.

**ARTICLE 9
SENIORITY**

Section 1.

Employees hired in the unit are considered probationary employees for the first one hundred twenty (120) calendar days of their employment, with the understanding that absences from work extend the probationary period accordingly. Upon completion of the probationary period, the employee will acquire seniority dated back one hundred twenty (120) calendar days from the day he/she completed the probationary period.

If at any time during the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Township without recourse to the grievance procedure.

When the employee acquires seniority, his/her name will be placed on the seniority list, in the order of his/her seniority. The Township will keep the seniority list up to date and, upon request, provide the Union up-to-date copies at least every six (6) months.

Section 2.

Seniority shall be broken for the following reasons:

- A. If the employee quits, retires or receives a pension under the Flint Township Retirement System.
- B. If the employee is discharged and the discharge is not reversed.
- C. If an employee is absent for three (3) consecutive working days without properly notifying his/her supervisor, in advance if possible, unless a satisfactory reason is given. After the unreported absence of three (3) working days, the Township will send written notification, by certified mail, to the employee's last known address as shown on the Township records, that his/her seniority has been broken and he/she is no longer in the employ of the Township.
- D. If an employee does not return to work from layoff as set forth in the recall procedures, unless a satisfactory reason is given to his/her supervisor upon return.
- E. If an employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of the layoff. Seniority will not accumulate while an individual is on layoff.

Section 3. Layoff and Recall

- A. Seniority rights prevail in cases of layoff and recall. However, in case of temporary layoffs, not to exceed ninety (90) calendar days, a higher seniority employee may volunteer for the layoff unless the Township believes that a less senior employee, who would be retained does not have the necessary skills to perform the job. It is fully realized by the parties that the operation of the Township requires the employment of part-time employees, however, at no time should this necessary practice be availed to erode the presently existing full-time work force of the Bargaining Unit. At no time will the Township contract clerical work away from full-time employees, either presently employed or on layoff due to staff reduction.
- B. The order for recalling of laid-off employees is in inverse order in which the employees were laid-off, and shall be subject to the same conditions.
- C. An employee on layoff may elect to continue receiving insurance benefits, for a maximum of **eighteen (18) months**, by paying the premium to the Township to cover the cost of the group rate.
- D. Notice of recall of employees who were laid off will be sent to employees, at their last known address, by certified mail. It is the responsibility of the employee to notify the Employer, by certified mail, of any change of address immediately after the change. Failure of an employee to report for work no later than five (5) work days following receipt of delivery of notice of recall will be considered a quit. Exceptions for the failure to report as notified may be made by the Employer for good cause.

If an employee twice declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff or displacement, that employee's name will be removed from the recall list.

Section 4. Hiring of Temporary and Part-Time Employees

- A. Temporary employees are those who are hired for a given period and may work seven (7) hours per day, five (5) days per week, for a period not to exceed 120 calendar days in any calendar year and shall receive no benefits in addition to their hourly wage. Extensions of the time limit may be granted by the Union and the Township in writing. However, the Treasurer's Office may have two (2) one hundred twenty (120) day periods per calendar year, as long as there are two (2) tax seasons.
- B. At the end of the one hundred twenty (120) calendar day period, if a permanent job is going to be available, the position will be posted.

- C. Leave of Absence - Temporary employees may be hired to replace bargaining unit members who are on a leave of absence. Temporary employees hired to replace bargaining unit employees on leaves may work seven (7) hours per day, five (5) days per week. for a period not to exceed the leave of absence or one (1) year, whichever is less.
- D. Part-time employees may work twenty (20) hours per week or less and will receive no benefits in addition to their hourly wages. Part-time employees may not be offered overtime, in positions held by regular employees capable of performing the work, unless the overtime is refused by regular employees. If the Township is unable to contact an employee, he/she will not be charged with the overtime hours worked.

ARTICLE 10 POSTINGS OF JOB OPENINGS

A vacancy is defined as a position the Board intends to fill to which no employee in the bargaining unit has a claim. Vacancies, once posted, will be filled without undue delay. Job openings and newly created positions covered by this contract will be posted and/or advertised for five (5) days. Openings will be filled within a reasonable period of time. Openings will be filled on the basis of ability to do the job, qualifications, experience, seniority and testing results. In the event these factors are all equal, the person with the most seniority will be given a trial period of up to twenty (20) working days. The trial period may be extended by mutual agreement. In the event the Township is dissatisfied with the employee's performance, the employee will be returned to his/her former job if the employee is a member of this unit. During the trial period, the employee may return to his/her former position. Current employees must meet minimum requirements as set by the employer to be considered for job openings. An employee must remain in a position for a minimum of six (6) months in order to be eligible to apply for any vacancy.

ARTICLE 11 LEAVES OF ABSENCE

Section 1. Without Pay and Without Accumulation of Seniority

- A. **Educational Leave.** An educational leave will be granted upon request by the Township Board for a maximum of one (1) year to any employee regardless of seniority. If additional leave is necessary, the employee may apply to the Township Board for an extension of his/her educational leave.
- B. **Child Care Leave.** The Board will, upon request, grant a leave of absence without pay of up to one (1) year for the purpose of child care.
- C. **Health Care Leave.** The Board will, upon request, grant a leave of absence without pay of

up to one (1) year for the purpose of caring for a member of the employees immediate family during a chronic illness.

D. **Political Leave.** The Board will, upon request, grant a leave of absence of up to four (4) years without pay to any employee to campaign for, or serve in a public office.

E. **Personal Leaves.**

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement may be granted by the Township.
2. If an employee who has been granted a leave of absence takes employment elsewhere during the term of a leave, he/she will be considered to have terminated his/her employment with the Township.
3. If an employee fails to return to work within three (3) consecutive working days after the expiration of the approved leave of absence, the employee shall be considered to have quit without notice. If there are extenuating circumstances of an emergency nature (which the department head considers to be meritorious) and the employee provides documentation/proof an extension will be granted.
4. Request for a leave of absence should be filed in writing with the employee's immediate Supervisor prior to the beginning of the period of leave. If this is impossible because of an emergency condition which arises, notification to the department by telephone may be made and the request for leave should be filed immediately upon the employee's return to duty.
5. Any absence of an employee from duty that is not authorized by a specific grant of a leave of absence shall be deemed to be an absence without leave. (An employee who is absent three (3) consecutive scheduled work days without properly notifying the Township, shall be deemed to have resigned and his/her name shall be removed from the payroll records).
6. When a leave of absence is granted under Article 11 for a period of not more than one (1) year, the individual is entitled to be re-employed in the same or similar position he/she held at the time the leave was granted. If the leave extends for more than one (1) year, the employee is entitled to be re-employed when a position is available at the level and type of position previously held if he/she notifies the Township in writing of his/her desire to return; or in another position and level in which there may be an opening in the bargaining unit.
7. A personal leave may be extended to a maximum of two (2) years if requested in writing.

Section 2. With Pay and With Accumulation of Seniority

- A. **Maternity Leave.** In compliance with State and Federal Statutes, the Township and the Union agree to treat all maternity related health problems as normal sicknesses and disabilities. Provisions of the sick leave section will then be applied. Additional time off may be secured through the provisions of the Personal Leaves of Absence Section. Adoption will be handled under the provisions of Personal Leaves of Absence.
- B. **Sick Leave.** If an employee must be absent because of illness, he/she must notify the employer by the start of the work day. When the employee is unable to notify the Township because of extreme illness or accident, the call-in will be accepted from a member of the employee's family. If more than one (1) day is required for recovery from such illness or injury, the employee or member of the employee's family must call in every three (3) days. Absences of more than three (3) days may require a doctor's note.
- C. **Jury Duty.** A leave of absence will be granted, not chargeable to the employee's personal days, for the purpose of serving on Jury Duty. If an employee serves on a jury, any remuneration paid for jury duty must be returned to the Township upon receipt and the employee will receive all pay on the regularly scheduled pay days
- D. **Funeral Leave.** An employee will be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from the twelve (12) leave days covered in Section 2C above, for the death of an immediate family member, which is defined to mean spouse, children, parents, spouse's parents, brother, sister, spouse's brother and sister, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and step-children, grandchildren and spouse's grandparents. For the death of a spouse or a child, or out of state death, there will be an additional two (2) days.
- E. **Personal Leave.** To be used for activities which can be conducted at no other time than during the work day and which are related to a personal need. The request for taking a personal day will be stated in writing and be given to the employee's immediate supervisor twenty-four (24) hours prior to taking the day, except in emergencies. In emergencies, notice shall be given as soon as reasonably possible. The Township has the right to limit the number of employees who may take personal leave on any given day.

Accumulation of Personal Leave

1. After completion of the probationary period, employees will earn one (1) personal day for each 100 straight time hours worked, (Hours worked include paid vacation hours and paid holiday hours) in which the employee works, or is on Worker's Compensation or authorized sick leave, for fifty percent (50%) or more of the scheduled work days.

2. Employees hired before January 1, 1988, will, in the final year of employment, be entitled to use or be paid for twelve (12) personal days.
3. Employees hired after January 1, 1988 will, in the final year of employment, be entitled to use or be paid only for days actually earned.
4. In the event a seniority employee becomes seriously injured or ill, to the extent that he/she begins drawing sickness and accident pay, that employee may have access to up to seven (7) personal days on January 1st; employees may have access to five (5) personal days on July 1st.
5. The Township will pay for personal and sick leave days accumulated in that calendar year on the first (1st) pay period of January. Leave with pay may be used in hourly increments.

ARTICLE 12 INSURANCE PROTECTION

Section 1.

All full-time employees shall be covered by Blue Cross/Blue Shield, Blue Care Network or Health Plus. For those employees who are eligible to be covered under their spouse's employer's health insurance program and who elect to be covered under their spouse's insurance, shall receive the sum of \$400.00 payable to the employee at the conclusion of the health insurance sign-up period. Otherwise eligible employees, who elect to maintain alternative Hospital Medical coverage through another Employer and thereafter have coverage terminated or discontinued, shall be immediately eligible for coverage under the existing Flint Township Hospital Medical Insurance program.

Medical coverage will be provided after retirement, only for employees who have medical coverage with the Township at the time of retirement. However, those retirees having hospital/medical coverage through their spouse at the time of retirement and thereafter having such coverage terminated or discontinued shall be immediately eligible for coverage under the existing Flint Township hospital/medical insurance program. 75/25 Co-Pay Dental Insurance Plan benefits shall be provided. Current dental and current optical shall be provided to any future retiree with the same restrictions as is for retirees concerning hospitalization insurance coverage.

Section 2.

Life insurance in the amount of \$20,000.00 for full-time clerical employees shall be fully paid by the employer.

Section 3.

A sickness and accident policy shall be provided for all full-time employees that begins payment on the first (1st) day of hospitalization including surgical out-patients, and on the seventh (7th) day of an extended illness, for a maximum of twenty-six (26) weeks per disability. Benefits shall not exceed sixty-six and two-thirds (66 2/3%) percent of basic weekly earnings, exclusive of bonuses or compensation for overtime work. The employer will pay 100% of the premium costs.

Due to the extreme delay in receiving compensation from insurance carriers, the Township will pay the equivalent of the insurance payment to the entitled employee on each regularly scheduled pay day after the entitlement period is passed. The employee, in return, will assign the insurance benefit check back to the Township when received.

Section 4.

The Employer will provide a \$10,000.00 Life Insurance Policy for all retired employees.

Section 5.

A basic optical program shall be provided to all full-time employees.

Section 6.

All insurance programs are subject to the terms of the carrier.

Section 7.

The Township may substitute a different carrier for any of the insurance named above, contingent upon the coverage being comparable. In the event the Union does not believe the insurance coverage is comparable, the Union may file a grievance and the change would not be made until the grievance is resolved.

Section 8.

All insurance payments by the Township cease the first of the month following the month an employee leaves employment, is laid off or on a leave of absence, except individuals on sick leave shall have health insurance only, paid for 12 months following the commencement of the leave if the employee has at least seven (7) years of service. An employee returning from sick leave must work at least twenty (20) consecutive scheduled work days in order to be eligible for insurance benefits while on another sick leave. (Subject to law.)

**ARTICLE 13
WAIVER**

Section 1.

The parties acknowledge that this contract incorporates their full and complete understanding and that any prior oral understanding, grievances, or practices are superseded and negated by the terms of this Agreement. The parties further agree that no oral understanding, agreements, or practices will be recognized in the future, unless committed to writing, signed by the parties, and ratified by the Township Board and the members of the bargaining unit.

Section 2.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 14
SAVINGS CLAUSE**

If any Article, or Section, or portion thereof, of the Agreement or any addendum 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 or portion thereof should be illegal or prohibited by current law, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

**ARTICLE 15
COMPUTATION OF BENEFITS**

Any employee on a layoff, leave of absence, drawing Worker's Compensation or sick and

accident payments shall not earn any benefits such as paid sick, personal, holidays, or vacation benefits.

ARTICLE 16 VACATION LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Employees are encouraged to take yearly vacations. In no case shall an employee be allowed to accrue vacation time. Unused portions of vacation time, if any, shall be permanently lost, and the employee shall not be allowed to receive compensation for this loss, unless unable to use portions of vacation time solely by employer caused conditions.

An employee may take his/her vacation as it conforms with the workload requirement, as approved by the proper Township official.

An employee who resigns shall receive his/her earned pro-rated vacation providing he/she notifies the Township two (2) weeks prior to terminating employment.

After the employee has reached his/her first (1st) year seniority date, vacation days will be pro-rated for the balance of that calendar year. Pro-rated time will be determined by multiplying vacation days allowed for a full year by a factor whose numerator is the number of days from the

first (1st) year seniority date to December 31st, and whose denominator is 365. Beginning with January 1st of the year following this pro-rating and with each calendar year thereafter the employee will receive his/her full complement of vacation days with no pro-rating.

In a year when an employee's seniority date calls for additional vacation time earned, no pro-rating will be made.

Section 6.

The payment of vacation allowances shall be based upon the following:

1,650 or more hours worked.....	100 % of the allowance
1,325 to 1,649 hours worked.....	75% of the allowance
1,001 to 1,324 hours worked.....	50% of the allowance
1,000 or fewer hours worked.....	0% of the allowance

Hours "worked" shall include paid vacation hours and paid holidays hours.

**ARTICLE 17
HOLIDAY PAY**

Section 1.

The following holidays shall be paid at the represented employee's regular rate with appropriate time off:

- | | |
|------------------------------|---------------------------|
| New Year's Day | Columbus Day |
| George Washington's Birthday | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Fourth of July | Christmas Day |
| Labor Day | New Year's Eve Day |
| | * Floater Holiday |

The Employer reserves the right to provide other holiday's at its discretion.

* Employee's option with prior approval.

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Section 2.

In order to be eligible for the paid holidays mentioned above, the employee must have seniority, and must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, or be on a pre-arranged paid personal day or paid holiday.

**ARTICLE 18
COST OF LIVING ALLOWANCE**

Section 1.

If COLA is reinstated for the Police Department or the non-Union employees, this unit will have its COLA reinstated.

**ARTICLE 19
LONGEVITY PAY**

Each full-time employee shall be paid an annual longevity pay allowance which shall be added to his/her basic wage rate according to the following schedule:

Beginning with sixth year employment.....	\$ 450.00
Beginning with eleventh year employment, an additional.....	\$ 500.00
Beginning with sixteenth year employment, an additional.....	\$ 550.00
Beginning with twenty-first year employment, an additional.....	\$ 600.00

Employees hired after July 1, 1992 shall be on the following longevity schedule:

Beginning with sixth year of employment	\$ 150.00
Beginning with eleventh year of employment	\$ 500.00
Beginning with sixteenth year of employment	\$ 1,100.00
Beginning with twenty-first year of employment	\$ 2,000.00

**ARTICLE 20
SPECIAL CONFERENCES**

Section 1.

In the interest of sound labor relations between the employees and the Township, special conferences for important matters will be arranged between the Chapter Chairman or his/her designated representative and the Township or its designated representative, upon the request of either party.

Section 2.

Meetings shall be between representatives of the Union and representatives of the Township. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented, in writing, at the time the conference is requested. Matters taken up in special conferences shall be held at a mutually agreed upon time which does not interfere with the efficient operation of the business of the Township and shall be limited to one (1) hour in duration unless extended by the parties. The members of the Chapter shall not lose pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

**ARTICLE 21
EDUCATIONAL REIMBURSEMENT**

- A. The Township shall reimburse an employee for college tuition at an accredited college, university, or community/junior college, or registration fees for seminars or course work that is job related, approved in advance by the employee's supervisor and the class takes place on unpaid time, up to a maximum of \$500.00 in any one (1) calendar year.

Employees must have satisfactorily completed one (1) year of employment before he/she will be eligible to participate in educational reimbursement.

In no instance will the refund exceed the employee's actual expenditure, nor will reimbursement be made for expenses which are being reimbursed through other sources (i.e., GI bill, Scholarships, etc.).

- B. If an employee terminates employment from the Township within one (1) year of receiving reimbursement (except for work-related disability), he/she must repay the Township.
- C. It is the intention of the Township to continue to provide the opportunity for employees to attend conferences and workshops available that are related to the duties of the employees classification. Expenses paid by the Township will be limited to those expenses allowed under Township Travel Policy.

**ARTICLE 22
COFFEE BREAKS**

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

**ARTICLE 23
HOURS, OVERTIME & PREMIUM PAY**

Section 1.

The "working day" shall mean seven continuous (7) hours per day with time worked over seven (7) hours to be paid at 1½ times the regular rate of pay. One (1) hour off for lunch as scheduled by management unless agreed upon by the employee. Changes in hours shall not be made more often than quarterly with a minimum of ten (10) calendar days notice, to affected employees unless agreed to by the employee.

Section 2.

Overtime hours shall be divided as equally as possible among full-time employees. When overtime is required within any department, the Department Head shall offer the overtime to the person or persons with the least number of overtime hours within that department first, provided the employee is able to do the work. If more employees are needed than available within that department, the other employees in the bargaining unit will be offered the overtime starting with the employee with the least overtime hours and so on down the list. For any particular offer of overtime, all employees will be given the same amount of notice (i.e., if one employee is given twenty-four (24) hour notice, all employees will be given twenty-four (24) hour notice).

When notice is given by the sixth (6th) hour to an employee for overtime and the employee refuses the overtime, the employee will be charged the average number of overtime hours worked by the employees during that period. If notified after the sixth (6th) hour and the employee refuses the overtime, the employee will not be charged any overtime hours on the overtime list. Employees who are on vacation, sick leave, or funeral leave will not be charged for overtime offered. An overtime list will be updated by the Township each pay period and furnished to the Union Steward upon his/her request.

New hires will start with hours equivalent to the average of all other employees overtime hours.

The departments are as follows:

- | | | |
|-------------------|--------------|--------------|
| 1. Sewer & Water | 5.Accounting | 9.Supervisor |
| 2. Tax (Treasury) | 6.Police | |
| 3. Assessment | 7.Fire | |
| 4. Building | 8.Clerk | |

Section 3.

Overtime worked by employees in the Clerical Unit will be posted and accumulated continuously regardless of any specific time period. However, when all employees' accumulated overtime hours exceed one hundred (100) hours, the first one hundred (100) hours will be dropped for each employee with their new total becoming those hours in excess of one hundred (100).

Section 4.

When an employee must work when other employees are given that day as a holiday, the employee(s) will receive two (2) times his/her regular rate of pay or be allowed compensatory time off at a later date which will not conflict with the work schedule and is approved by the employee's immediate supervisor.

Section 5.

There will be no pyramiding of overtime payments.

**ARTICLE 24
MISCELLANEOUS**

Section 1.

Under normal circumstances, Union members will be paid bi-weekly on the Wednesday following the close of the pay period.

Section 2.

The Township shall provide a lounge for employee use.

Section 3.

The Union Steward and Union Alternate will be allowed time off not to exceed five (5) working days to attend Educational Union Conferences. The cost of the conferences will be at the expense of the representative(s) attending.

**ARTICLE 25
RETIREMENT PLAN**

The Township of Flint will contribute a maximum of ten (10%) percent for those employees covered by the Pension Plan. Early retirement at age fifty-five (55) at partial benefits shall be allowed under the Township Insurance Program.

**ARTICLE 26
SALARY INCREASES**

1/1/98	HIRE RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Utility 1	7.19	7.64	8.08	8.53	8.97	9.41
Utility 2	8.74	9.19	9.63	10.07	10.52	10.96
Office 1	9.77	10.22	10.66	11.10	11.55	11.99
Office 2	10.80	11.25	11.69	12.13	12.58	13.02
Office 3	11.83	12.28	12.72	13.16	13.61	14.05

1/1/99	HIRE RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Utility 1	7.40	7.87	8.32	8.78	9.24	9.69
Utility 2	9.00	9.46	9.92	10.37	10.83	11.29
Office 1	10.06	10.53	10.98	11.43	11.90	12.35
Office 2	11.12	11.59	12.04	12.49	12.96	13.41
Office 3	12.18	12.65	13.10	13.55	14.02	14.47

1/1/2000	HIRE RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Utility 1	7.62	8.11	8.57	9.04	9.52	9.98
Utility 2	9.27	9.74	10.22	10.68	11.15	11.63
Office 1	10.36	10.84	11.31	11.77	12.26	12.72
Office 2	11.45	11.94	12.40	12.86	13.35	13.81
Office 3	12.54	13.03	13.49	13.96	14.44	14.90

*Wages shall be retroactive to 1/1/98

B. The Township will determine the number of positions in each category. The classifications are as follows:

Utility 1 - High School graduate or equivalent.

Utility 2 - Utility 1 plus technical training in building maintenance; 2 years maintenance experience; auto maintenance training and/or experience.

Office 1 - High School graduate or equivalent typing of a minimum of 45 wpm; computer skills, and ability to operate all office equipment.

Office 2 - Office 1 plus 55-65 wpm, business courses required, associates degree preferred; management may at its discretion substitute experience in relevant functions.

Office 3 - Advanced computer skills, four year college degree, management may at its discretion substitute a combination of education and experience.

C. Miscellaneous

- 1: No current employee will be reduced in pay because of the above chart and/or requirements.
2. Increases will take place on the employee's anniversary date for those employees not at the "After 5 Year" step.
3. In the event an essential change in job duties occurs, the parties agree to meet to discuss the possibility of a change in pay/classification.
4. In the event an employee is promoted and/or reclassified, he/she will be placed on the lowest step on the pay scale of the higher classification which will give the employee an increase which is based upon the number of years of service in a particular classification. However, employees promoted and/or reclassified shall receive the raise indicated on the chart or 15% whichever is greater. Thereafter, the date of the promotion and/or reclassification will be the new anniversary date on which the employee would be eligible for the next increase that is based upon the number of years of service in a particular classification.
5. Employees in the "After Five Years" category, will only receive contract raises. It is possible that the employee's anniversary date will fall on the same date as the anniversary date of the contract. In such cases, the employee will be given the contractual increase first and their individual anniversary date increase second.

6. Employees not at the "After 5 Year" step shall receive a raise after one year in the same classification. Employees at the top of the schedule, on the "After 5 Years", will only receive a raise when the salary chart is changed, e.g. 1-1-2000.

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**ARTICLE 27
DURATION & TERMINATION**

This Agreement shall be effective on the 1st day of January, 1998, and shall remain in full force and effect through the 31st day of December, 2000. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, the notification date shall not be before the expiration date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have hereto signed their hands this 5th day of April, 1999.

**MICHIGAN AFSCME COUNCIL #25
AFL-CIO LOCAL 1918, CHAPTER V-1**

CHARTER TOWNSHIP OF FLINT

BY: Barry Thurston
Barry Thurston, Staff
Representative, Council #25

BY: Sally Shaheen Joseph
Sally Shaheen Joseph, Supervisor

BY: Lynn Davis
Lynn Davis
Steward, Local 1918-V-1

BY: David Leyton
David Leyton, Clerk

BY: Doreen M. West
Doreen West
Alternate Steward, Local 1918-V-1

BY: Sandra S. Wright
Sandra Wright, Treasurer