

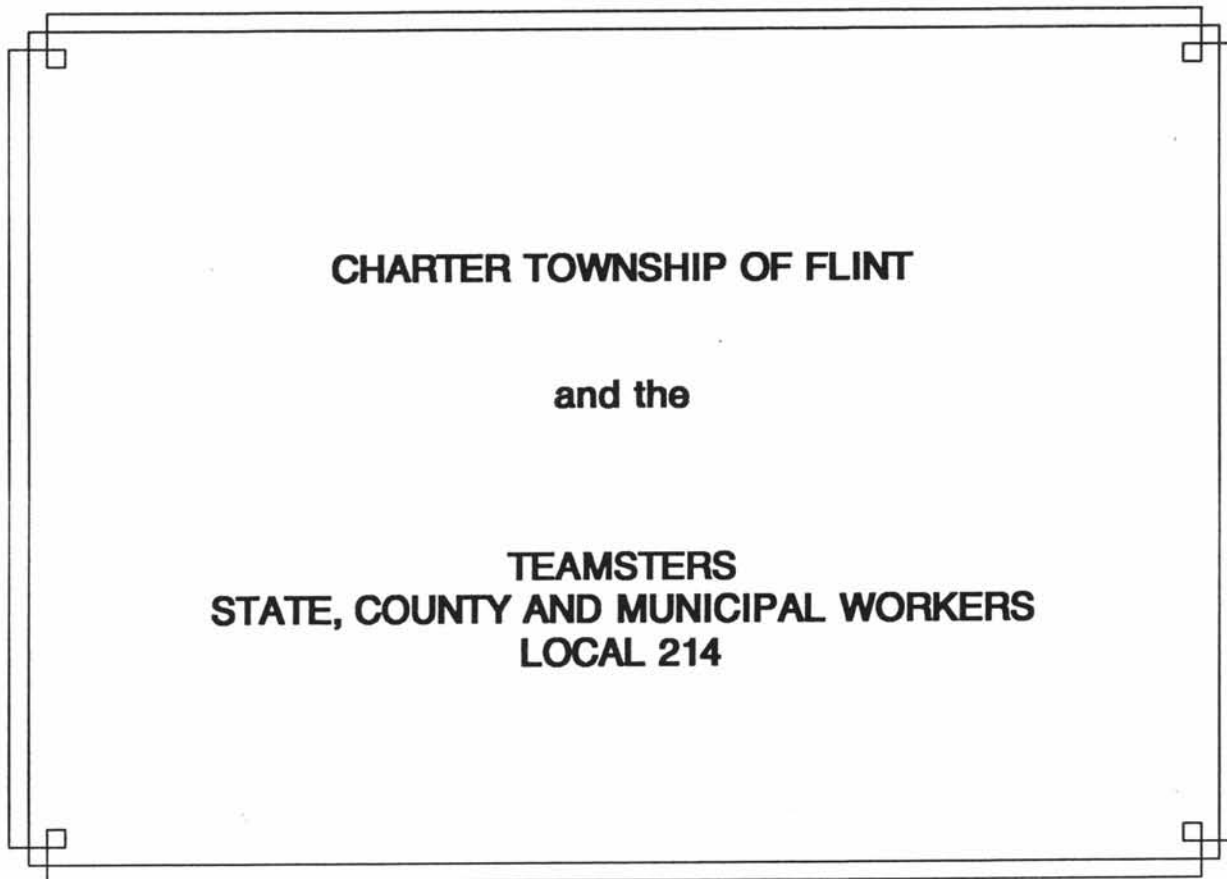
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12/31/99

DRAFT
Adopted by Top Board
4-6-98
3.10.98

AGREEMENT

between the



Flint Township

COMMUNICATION OPERATORS

February 1, 1998 to December 31, 1999

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AGREEMENT

THIS AGREEMENT, made and entered into this _____, by and between the Charter Township of Flint, party of the first part, hereinafter referred to as the "Employer", and the Teamsters State, County and Municipal Workers, Local 214, party of the second part, hereinafter referred to as the "Union".

ARTICLE I

Section 1.1 RECOGNITION

The Employer recognizes the Union as the exclusive representative in collective bargaining for Police Communication Operators.

- A. Employer recognizes the Union as the collective bargaining representative for its communication operators. This recognition clause shall be construed to apply to employees and not to work. It shall not limit the Township's right to transfer work to other employees not included within the above described unit when the nature or amount of work changes; it shall not be construed to mean that any employee or classification of employees has an exclusive right to any work.
- B. The Union shall designate one employee as a Steward and one employee as an Alternate Steward, covered by this Agreement, to act as the representatives to deal with the Employer in all matters covered by this Agreement.

Section 1.2 UNION RIGHTS AND RESPONSIBILITIES

- a. By an election of the employees, the Union has the right to designate a Steward and an Alternate Steward from among the employees in the bargaining unit. The names of the persons so designated shall be submitted in writing to the Chief of Police and to the Personnel Director of the Township, and any changes in such designations shall be promptly submitted in writing to the Chief of Police and to the Personnel Director.
- b. The Steward, or in his/her absence, the Alternate Steward, is authorized to transmit and receive, on behalf of the Union, official written communications.
- c. The Steward, or in his/her absence, the Alternate Steward, with the prior approval of the person's supervisor, shall be permitted time off without loss of time or pay from the person's scheduled work hours for the purposes of meeting with representatives of the Employer to present written grievances in accordance with the Grievance Procedure contained in this Agreement, excluding arbitration. No overtime or other premium pay shall be paid to the Steward or Alternate Steward for time spent meeting with representatives of the Employer in accordance with this Article.

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- d. A copy of any order, rule or regulation affecting members of the bargaining unit shall be made available to the employees in the bargaining unit.
 - e. The Union, its officers, agents, members, and all employees in the bargaining unit agree that there shall be no strikes, work stoppages, sit-downs, slowdowns, boycott, picketing, or other interruptions of any kind, but there shall be the full, faithful, and proper performance of the duties of the employees covered by this Agreement, and further agree that the Township shall not be bound to comply with the provisions of this Agreement in the event of a strike or other violation of this provision.
 - f. The Township will not lock out employees during the term of this Agreement.
 - g. Upon approval of the Police Department, a representative of the Union may confer with members of the bargaining unit on Township premises, during working hours, provided such conference does not interfere with the operations of the department.

Section 1.3 UNION SECURITY - AGENCY SHOP

- a. **Checkoff of Dues** - 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 as regards to such matters.
- b. 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 a majority of the employees in the bargaining unit.
- c. In accordance with the policy set forth under paragraphs (a) and (b) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union (the employees' 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 later. For new employees, the payment shall start thirty-one (31) days following the date of employment.
- d. Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee of 95% of union dues established by the Union in accordance with applicable law (P.A. 390), and certified to the Township by the Union. Such representation fee for the first month shall be in an amount equal to 95% of the Union's regular monthly dues, and for such months thereafter, in an amount equal to 95% of the regular monthly

dues.

Section 1.4 DEDUCTION OF DUES

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any member employee, all dues and/or initiation fees of Local 214, provided, however, that the Union presents to the Employer, authorizations, signed by the employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- a. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- b. Monthly agency fees, union dues and initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 1.5 SAVE-HARMLESS CLAUSE

The Union agrees that, in the event of litigation arising out of this provision against the Employer, its agents or employees, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

Section 1.6 PROBATION

Each employee shall, upon appointment, be required to successfully complete a six (6) month probationary period and each employee must work at least 65% of the employee's scheduled hours during the probationary period. Successful completion of this period is designated by the written approval of the Chief of Police and the Personnel Director. The probationary period may be extended by written mutual consent of the employee and the Employer.

**ARTICLE II
MANAGEMENT PREROGATIVES**

Section 2.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law rights to manage the business of the Township as such rights existed prior to the execution of this or any other agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but not be limited to, its right to determine the work to be done, the method of performing the job, the number and nature of each job, and when and where that particular job is to function, to establish or continue policies, practices or procedures for the conduct of the Township's functions, and from time to time, to change or abolish such policies, practices or procedures; the right to determine, and from time to time, redetermine the number, location, relocation and types of its operations and the methods, processes and equipment to be employed; to discontinue processes or operations, or to discontinue their performance by

employees of the Township; to determine the number of hours per day and/or per week operations shall be carried on; to select and to determine the number and types of employees required at any moment in time, to assign work to such employees in accordance with requirements determined by the Employer, to establish and change work schedules and assignments, to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work, to make and enforce reasonable rules for the maintenance of discipline, to suspend, discharge or otherwise discipline employees for cause and otherwise to take such actions as the Employer may determine to be necessary for the orderly and efficient operation of Township business. These rights shall not be exercised in violation of any provision of this contract.

Section 2.2

The Employer has the right to hire, and direct the work force, to assign, promote, transfer, determine duties, and to discipline and discharge only with just cause.

**ARTICLE III
NO STRIKE**

Section 3.1

Any individual employee or group of employees who willfully violates or disregards the grievance procedure set forth in this Agreement may be disciplined up to and including discharge.

Section 3.2

The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, slow-downs, stoppages of work, boycotts, picketing or any unlawful acts that interfere with the Township's operations. Any violation of the foregoing provision may be made the subject of disciplinary action.

**ARTICLE IV
GRIEVANCES**

Section 4.1

- a. A grievance shall be defined as an alleged misinterpretation, misapplication or an inequitable application of a specific and expressed term of this Agreement. In the event the Union, an Employee, or group of employees seek redress in any other forum simultaneously, such as federal or state courts of law, or any state or federal commissions or agencies on the same or similar subject seeking the same or similar remedy, then all rights to the grievance procedure are waived.
- b. All grievances must be filed within three (3) working days of when the act or condition giving rise to the grievance allegedly occurred.

- c. **Step 1** An employee with a grievance must discuss said grievance with his/her immediate supervisor within seventy-two (72) hours of when the act or condition giving rise to the grievance occurred. The supervisor shall answer the grievance within three (3) working days. If the answer is not satisfactory or if no answer is given, the grievance may be appealed to the next step.

Step 2 If the grievance is not adjusted to the satisfaction of the Union within five (5) working days following the presentation at Step 1, the grievance shall be submitted, in writing, by the employee and/or his/her designated representative to the Chief or his/her designee within the next five (5) days. All written grievances must be signed by the employee, contain the date of the alleged violation, Article violated and the remedy sought. The Chief or his/her designee, shall meet with the employee and his/her representative within five (5) working days of receipt of the written grievance. The Employer shall, within five (5) working days of that meeting, submit a written answer to the employee.

Step 3 If the grievance is not resolved at Step 2, the employee and/or the Union representative may appeal the decision to the Township Supervisor. The Township Supervisor shall schedule a hearing on the matter. Within ten (10) working days of the hearing on the matter, the Township Supervisor shall render his/her decision.

Step 4 In the event the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) working days in which to submit the grievance 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, including the date of the Panel meeting. The decision of the Grievance Panel shall be made within thirty (30) working 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 shall have ten (10) working days after the Panel's decision to submit the matter to arbitration with written notice to the Employer in accordance with the procedures set forth below. If the grievance is not submitted within ten (10) working days, it will be considered closed on the basis of the last disposition by the Employer.

Step 5 All matters submitted to arbitration shall be submitted to the American Arbitration Association. Both parties agree to be bound by the award of the arbitrator. The costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expense of its own witnesses.

- a. The Arbitrator shall have no power to add, subtract, change, ignore or modify the terms of this Agreement.
- b. Only one case may be taken to any Arbitrator at any one time, unless the parties agree to do otherwise in writing.

- c. The Arbitrator shall render his/her decision within thirty (30) days of the close of the hearing.

Section 4.2

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, provided that the employee consents. The examination of employee records shall be at reasonable times, at the place where the records are regularly kept, unless the parties agree otherwise.

Section 4.3

The time limits set forth in this article shall be strictly adhered to. Extensions of the time limits may be granted only upon written mutual consent of the parties.

**ARTICLE V
WAGES**

Section 5.1

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

**ARTICLE VI
WORKERS' COMPENSATION**

The Employer and the Union agree to abide by the Worker's Compensation Laws.

**ARTICLE VII
SEPARABILITY AND SAVINGS CLAUSE**

Section 7.1

In the event any federal or state law conflicts with any provision in this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

ARTICLE VIII SENIORITY

Section 8.1 REPRESENTATION OF EMPLOYEES

- a. The Union shall represent all permanent bargaining unit employees. Probationary employees will be represented by the union only as to correctness of their pay.

Section 8.2 SENIORITY AND SENIORITY LISTS

- a. Seniority is defined as the employee's continuous length of service in the department from the most recent date of hire.
- b. Seniority shall not be affected by race, sex, or marital status.
- c. The Employer shall keep the seniority list up to date and provide the Union with a copy every six (6) months.

Section 8.3 LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits or retires.
- b. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer.
- d. If he/she does not return to work when recalled from layoff or at the conclusion of any leave of absence which may be granted.
- e. An employee is laid off for a longer period than the employee worked for the Township, or two (2) years, whichever is shorter.

Section 8.4 LAYOFFS

In the event of a layoff, the order shall be as follows:

- a. Probationary employees.
- b. Seniority employees.

Layoff of employees shall be made by inverse order of seniority. The Personnel Director shall give written notice to the employees and the Union of any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least one (1) week before the effective date thereof, if possible.

Section 8.5 RECALL PROCEDURE

When the work force is increased after a layoff, employees will be recalled in inverse order of layoff based on seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.

Section 8.6

It shall be the responsibility of the employee to notify the Employer of any change of address.

**ARTICLE IX
COURT TIME**

Section 9.1

Employees required to appear in court in conjunction with their duties while on time off shall be granted a minimum of two (2) hours pay, subject to the employee's turning the subpoena fees granted by the court over to the Employer.

**ARTICLE X
CHANGE OF SHIFT**

Section 10.1

The Employer may permit employees to exchange time off with other employees with prior permission of the Employer, without abuse or discrimination.

**ARTICLE XI
PAST PRACTICE**

Section 11.1

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated upon, and the agreements contained in this Contract were arrived at after the free exercise of rights and opportunities. The parties further agree that the Township shall not be bound by past practice. Any rights the Union may assert must specifically be found within the collective bargaining agreement. The parties are free to negotiate during the life of this agreement on any subject.

**ARTICLE XII
EXTRA CONTRACT AGREEMENTS**

Section 12.1

The Employer agrees that it will not 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 individual employee. Any agreement entered into in violation of this section shall be null and void.

**ARTICLE XIII
FUNERAL LEAVE**

Section 13.1 FUNERALS

An employee shall receive up to three (3) days' pay and the time off, if scheduled to work, in the event of a death in the immediate family. The immediate family shall include employee's spouse, child, parents, and the parents of a spouse. The employee would receive one (1) paid day off in the event of the death of the employee's brother, sister, grandparents, grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law. In order to be eligible for this benefit, the employee must attend the funeral.

**ARTICLE XIV
HOLIDAYS**

Section 14.1

EFFECTIVE	PAID HOLIDAYS	DAYS
7/1/97	Five (5) paid holidays	New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day
7/1/98	Seven (7) paid holidays	New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day
7/1/99	Nine (9) paid holidays	New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day

Agreement between the

CHARTER TOWNSHIP OF FLINT

and the

TEAMSTERS, LOCAL 214

Section 14.2

An Employee shall receive holiday pay even if he/she is not scheduled to work that day. Employees must work the last scheduled work day prior to the holiday and the first scheduled work day after the holiday; and if the employee is scheduled to work the holiday, he/she must do so in order to receive holiday pay. Employees who work the holiday shall receive time and one-half (1 ½) for hours actually worked in addition to holiday pay.

**ARTICLE XV
VACATIONS**

Section 15.1

Effective January 1, 1997, bargaining unit employees shall be eligible for the following vacation schedule:

- After one (1) year Five (5) days
- After five (5) years Ten (10) days
- After ten (10) years Fifteen (15) days

"Days" in this article shall refer to the employee's normal schedule of hours for a day, e.g., it may be four hours for some employees, six hours of other, etc.

**ARTICLE XVI
HEALTH CARE**

Section 16.1

Employees who are regularly scheduled to work 24 or more hours per week will be eligible for single subscriber health insurance. Employees who are scheduled to work fewer than 24 hours per week are not eligible for any health care benefits.

**ARTICLE XVII
SICK/PERSONAL LEAVE**

Section 17.1

Effective January 1, 1997:

Employees will receive eight (8) hours of sick leave/personal leave pay for each 150 hours worked in a calendar year, not to exceed ninety-six (96) hours in any one (1) year. Any unused sick/personal leave hours will be paid the last pay period of the year and is not cumulative.

**ARTICLE XVIII
HOURS OF WORK**

Section 18.1

Hours of work are to be determined by the Employer.

Agreement between the
CHARTER TOWNSHIP OF FLINT and the **TEAMSTERS, LOCAL 216**

**ARTICLE XIX
TERMINATION OF AGREEMENT**

Section 19.1

A. This Agreement shall be in full force and effect from December 9, 1997 to, and including, December 31, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or reopen the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals the date and year first above written.

EMPLOYER

UNION

CHARTER TOWNSHIP OF FLINT

TEAMSTER STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 216

Sally Parker Joseph

[Handwritten Signature]

DATE 4-8-98

DATE 4/11/98

ARTICLE XIX
TERMINATION OF AGREEMENT

Section 19.1

A. This Agreement shall be in full force and effect from February 1, 1998 to, and including, December 31, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or reopen the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set forth their hands and seals the date and year first above written.

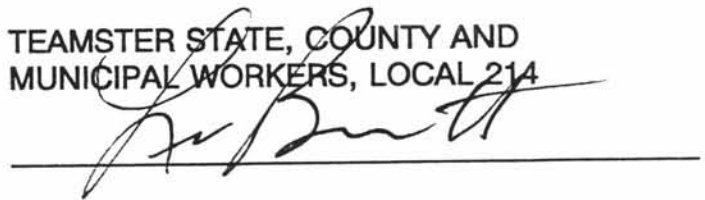
EMPLOYER

UNION

CHARTER TOWNSHIP OF FLINT

TEAMSTER STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214





DATE 5-18-98

DATE 4-1-98

APPENDIX "A"

WAGE SCHEDULE - HOURLY RATES

Effective January 1, 1997:

Hire Rate	\$6.00 per hour
After One (1) year	\$7.00 per hour
After Two (2) years	\$7.50 per hour
After Three (3) years	\$8.00 per hour

It is the recommendation of the Panel (312 Arbitration Panel) that the question of wages be reviewed by the parties at some time within the term of the contract.

LETTER OF UNDERSTANDING
between
CHARTER TOWNSHIP OF FLINT
- and -
TEAMSTERS LOCAL 214

The parties agree that to complete implementation of the December 9, 1997, Act 312 award covering the communication operators the following employees shall be placed in the following benefit levels:

Nancy Smith

<u>Seniority Date</u>	<u>December 7, 1992</u>
1/1/97 Vacation Level	After 1 Year
12/7/97 Vacation Level	After 5 Years
12/7/02 Vacation Level	After 10 Years
1/1/97 Wage Level	After 3 Years

Jill McMillien

<u>Seniority Date</u>	<u>May 14, 1991</u>
1/1/97 Vacation Level	After 5 Years
5/14/01 Vacation Level	After 10 Years
1/1/97 Wage Level	After 3 Years

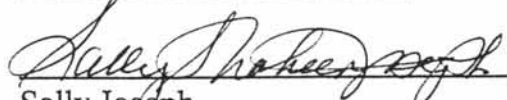
Tracy Maccoinei

<u>Seniority Date</u>	<u>February 23, 1989</u>
1/1/97 Vacation Level	After 5 Years
2/23/99 Vacation Level	After 10 Years
1/1/97 Wage Level	After 3 Years

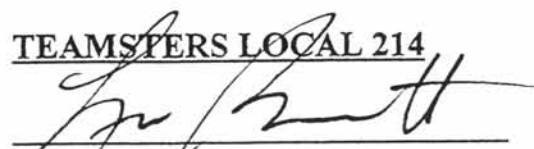
It is further agreed that the eligibility for health insurance only requires that an employee be regularly scheduled to work more than 24 hours per week. If an employee occasionally is not scheduled to work more than 24 hours in a week, it will not in and of itself disqualify that employee from the health care coverages.

Entered into this _____ day of _____.

**CHARTER TOWNSHIP
OF FLINT**


Sally Joseph
Supervisor

TEAMSTERS LOCAL 214


Les Barrett
Business Representative

Dated: 5-18-98

Dated: 4-1-98