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**AGREEMENT**  
**BETWEEN**  
**FRUITPORT CHARTER TOWNSHIP**  
**AND**  
**SERVICE EMPLOYEE'S INTERNATIONAL UNION**  
**OF SOUTHWESTERN MICHIGAN**  
**LOCAL 586**

*Fruitport Township*

**EFFECTIVE APRIL 1, 1999 TO MARCH 31, 2002**

**FRUITPORT CHARTER TOWNSHIP  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 586 (AFL – CIO – CLO)**

**1999-2002**

	<u>PAGE</u>
AGREEMENT.....	1
ARTICLE I – RECOGNITION.....	1
ARTICLE II – NO DISCRIMINATION.....	1
ARTICLE III – UNION SECURITY & REPRESENTATION.....	1
ARTICLE IV – MANAGEMENT RIGHTS.....	3
ARTICLE V – GRIEVANCE PROCEDURE.....	4
ARTICLE VI – NO STRIKES/NO LOCK OUTS.....	6
ARTICLE VII – DEPUTY CLERK/DEPUTY TREASURER POSITIONS.....	6
ARTICLE VIII – DEFINITIONS.....	7
ARTICLE IX – SENIORITY, LAYOFF & RECALL.....	7
ARTICLE X – MISCELLANEOUS.....	8
ARTICLE XI – WORKING HOURS & SCHEDULES.....	9
ARTICLE XII – OVERTIME PAY.....	10
ARTICLE XIII – HOLIDAYS.....	11
ARTICLE XIV – VACATIONS.....	12
ARTICLE XV – SICK LEAVE.....	12
ARTICLE XVI – JURY DUTY.....	13
ARTICLE XVII – UNPAID LEAVES OF ABSENCE.....	14
ARTICLE XVIII – INSURANCE.....	14
ARTICLE XIX – LONGEVITY.....	15
ARTICLE XX – SEPARABILITY.....	15
ARTICLE XXI – BEREAVEMENT LEAVE.....	16
ARTICLE XXII – HEALTH, WELFARE & CLOTHING ALLOWANCE.....	16

ARTICLE XXIII – VACANCIES & JOB OPENINGS.....	16
ARTICLE XXIV – WAGES.....	17
ARTICLE XXV – HOSPITALIZATION BENEFITS FOR REGULAR PART-TIME EMPLOYEES.....	17
ARTICLE XXVI – SEASONAL AND PART-TIME EMPLOYEES, NON-CLERICAL EMPLOYEES.....	18
ARTICLE XXVII – DURATION.....	18
SIGNATURE PAGE.....	18,19
APPENDIX A.....	1A
NEW HIRE/NON CLERICAL EMPLOYEES.....	1A
NEW HIRE/CLERICAL EMPLOYEES.....	2A
PENSION.....	2A

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1999, By and Between the **FRUITPORT CHARTER TOWNSHIP**, hereinafter designated as the "Employer", and **LOCAL 586 OF THE SERVICE EMPLOYEE'S INTERNATIONAL UNION OF SOUTHWESTERN MICHIGAN**, hereinafter referred to as the "Union" under the provisions of the Public Employee Relations Act 336, of the Public Acts of 1947, as amended. It is the purpose and intent of the parties to this Agreement that its results shall promote mutual cooperation and further the welfare of the Fruitport Charter Township and its employees; insure a spirit of confidence and cooperation between the Employer and its agents and employees; set fourth the general policy of the Township on personnel matters and procedures; establish uniform and equitable rates of pay and hours of work' provide for a disposition of grievances and to improve the efficiency of municipal services.

### **ARTICLE I**            **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative and agent with respect to rates of pay, wages or salaries, hours of work, and other terms and conditions of employment for all employees covered by and defined in the applicable MERC certifications, but subject to the terms and provisions regarding seasonal and part-time employees as hereinafter set forth in this Agreement.

### **ARTICLE II:**            **NO DISCRIMINATION**

In accordance with all laws, restrictions and Executive orders, it is the policy of the Township and the Union that the provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, color, creed, national origin, gender, or age.

### **ARTICLE III:**            **UNION SECURITY & REPRESENTATION**

Section 3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members in good standing of the Union as of the effective date of this Agreement shall remain members in good standing and all employees of the Employer who are covered by this Agreement who are not members of the Union in good standing shall within ninety (90) working days become and remain members in good standing in the Union except that if during the first ninety (90) days of active employment, an employee shall be on probation. The Employer may extend this up to an additional thirty (30) days by notifying the employee prior to the completion of ninety (90) days of active employment and putting the reason for the extension in writing. After thirty (30) days of probation the employee will receive the employers Health Insurance.

Section 3.2 Employees may, in writing on forms provided, direct the Township to deduct from their wages each month the amount of their Union dues to the Union.

The Township agrees to comply with such written authorization received by the Township Finance Department from the employee for the personal payroll deduction of membership dues. Said deduction shall be withheld in the first payroll period of each month and delivered by lump sum payroll to the official designated by the Union. Such sum shall be delivered to the Union within five days of deduction together with a complete dues deduction list.

Section 3.3 All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure and negotiations by officers, stewards and a bargaining committee chosen by the Union.

Section 3.4 Nothing herein shall abridge the right of the employee to process his own individual grievance, upon notification to the Township of his intent. The Union may have a representative present at all discussions of the grievance, and any adjustment that may result therefore shall not be inconsistent with the terms of this Agreement.

Section 3.5 Within the language of the present article, the employees shall be paid by the Township during working hours in the course of arbitration or while processing a specified grievance with the permission of the Township Supervisor, which permission will not be unreasonably withheld.

Section 3.6 Compensation shall be at the employees regular rate of pay and shall cease at the end of the employees regular scheduled working hours of any day of an assigned shift. The employee shall furnish a daily record of time spent in such procedures to the Employer.

Section 3.7 Committeemen, Stewards and/or alternates who are employees of the Township shall be paid for time spent during working hours in the processing of grievances and for negotiations directly related to the administration of the Agreement, conducted during regular working hours according to the time and conditions set forth in Article 3.5 and Article 3.6.

Section 3.8 The names of the committeemen, stewards and officers shall be given in writing to the Employer.

Section 3.9 Union officers who are employees of the Township shall be paid by the Township for time spent during regular working hours in the processing of grievances and for negotiations directly related to administration of this Agreement. All matters involving grievances not properly classified as immediate safety hazards, lost-time, discipline, or similar emergency matters shall be handled without disruption of the work schedules. The steward will attempt to establish an acceptable time in which to process such matters with the approval of his immediate supervisor. He shall notify his immediate supervisor of the nature of the matter and the approximate time needed away

from the job. At his discretion, the supervisor may authorize reasonable time for the steward to handle such matters during working hours. Compensation shall be at the employee's regular straight-time pay and shall cease at the end of the employee's regular scheduled working hours of any day of an assigned shift.

**ARTICLE IV: MANAGEMENT RIGHTS**

Section 4.1 The Employer retains all the rights, powers, authority, functions, and prerogatives which it had prior to the signing of this Agreement, including those with respect to wages, hours and working conditions, except as those rights, powers authority or functions which are expressly and specifically abridged, modified or limited by this Agreement.

Section 4.2 Nothing in this Agreement shall be construed to limit or restrict in any way the Employer's sole right to manage its operation and services efficiently and economically, including the right to:

- A. Decide the services to be performed, and the quality of these services, the methods of performing the services, the materials, tools and equipment to be used, and the discontinuance of any service or method of service.
- B. Introduce new equipment, machinery, processes, services or eliminate existing equipment, machinery, processes, services and institute technological changes, decide on the use of materials, supplies, equipment, tools or machinery to be brought, made, used or contracted for and the price to be paid.
- C. Subcontract or purchase for the construction of new facilities and/or all work, processes, or services, component parts of products, maintenance and repair work or office service.
- D. Determine the number, type and location of its buildings and facilities, discontinue temporary or permanently, in whole or in part, any and all of the Employer's operations from one location to another.
- E. Determine the size of the work force and increase its size; to hire, assign, promote, layoff or to effect reduction of hours worked.
- F. Determine the number of hours to be worked, establish standards of performance as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.
- G. Discipline and discharge for just cause; adopt revise and enforce work rules, maintain order and efficiency, establish standard of

performance as to quality; test, investigate and improve individual and unit effectiveness, and initiate and carry out cost and general improvement programs.

- H. Transfer employees from one shift to another; direct the work force; and require employees to give instructions or the Employer may give instructions.
- I. Determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.
- J. Assign employees to work overtime in excess of their usual shift schedule and require employee to perform work outside their assigned job classifications, regardless of the availability of work in their classification.

Section 4.3 These specific rights, as herein identified, are nor shall they be restrictive of, or a waiver of the rights of management not listed and specifically modified herein whether or not such rights have ever been exercised. Further, the management rights as specified herein shall be subject to application of the terms and provisions of this Agreement.

Section 4.4 The right of the Employer to prescribe and enforce reasonable work and discipline rules and to modify or amend said rules during the term of this contract is reserved; however, said right being subject to the Union's right to apply grievance and arbitration provisions and processes regarding any such promulgated rules deemed to be unreasonable by the Union.

## **ARTICLE V: GRIEVANCE PROCEDURE**

Section 5.1 It is the intent of the parties to this Agreement that procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies and grievances as may arise between them.

All such disputes, controversies and grievances which arise between the township and the Union or between the Township and the employee, or group of employees, covered by this Agreement concerning the effect, interpretation, application, breach, claim, or violation of any provisions of this Agreement shall be subject to the following procedure:

Step 1. An employee, or the Union, claiming to have a grievance may submit such grievance in writing to his/her immediate supervisor no later than ten (10) calendar days after the matter concerned first arose. The immediate supervisor shall reply within ten (10) calendar days thereafter.



Step 2. If the matter is not satisfactorily resolved in Step 1, the Union may appeal in writing to the Township Supervisor. This appeal in writing must be processed within ten (10) days following completion of Step 1. The answer of the Township Supervisor shall be given within ten (10) calendar days.

Step 3. If the matter is not satisfactorily resolved in the preceding steps, the Union may appeal in writing to the Township Public Works Committee within ten (10) calendar days following completion of Step 2. The answer of the committee shall be provided within five (5) workdays immediately following the day of the next scheduled committee meeting. The grievance meeting before the Committee may be held in private.

Step 4. If the matter is not satisfactorily resolved in the preceding step, the matter may be referred to arbitration. Such notice must be in writing within ten (10) calendar days following completion of Step 3. The arbitrator will be chosen by the combined parties involved from a list of seven names, each party shall eliminate 3 names. The name remaining shall be the Arbitrator. M.E.R.C. shall supply the list.

Section 5.2 Cost of Arbitration shall be borne by the party judged to be in error, or deemed responsible.

5.2 (a) The authority of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and shall not have the power to revise or alter any of the terms.

5.2 (b) The decision shall be placed in writing and delivered to both parties, and such decision shall be final and binding.

Section 5.3 Time limits may be extended by mutual agreement, but must be in writing.

If the grievance is not processed by the Union to the next step within the time limits, the grievance shall be considered as withdrawn. Any grievance not processed by the Employer within the time limits shall be considered as valid and any relief requested shall be forthcoming within fifteen (15) days.

Section 5.4 The withdrawal of a grievance by the Union, or the voluntary settling of a grievance by the Employer shall in no way set a precedent in the matter involved for future similar cases.

Section 5.5 Matters arising out of this Agreement pertaining to discharge shall progress immediately to Step 3 of this procedure.

Section 5.6 The township Supervisor may delegate, to such Township employees or personnel as he shall in his discretion designate, his responsibilities as set forth and outlined in the grievance procedures of this Article in instances and situations where he is unavailable to perform the prescribed duties or respond to grievances within the specific time limits prescribed in the grievance procedure section of this contract.



**ARTICLE VI:**

**NO STRIKES/NO LOCKOUTS**

During the life of this Agreement, the Union shall not cause, or authorize its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restrictions of production, or interference of the operations and service of the Employer. The Union shall not cause its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises, during the life of this Agreement.

Section 6.1 The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, of any kind, by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline ( including discharge ) any or all employees who violate this Article. In addition, the Employer shall have the right to seek injunctive relief against the Union.

Section 6.2 The officers of the Union shall take reasonable affirmative action to try to prevent any wildcat strike, work stoppage, slowdown of work, picketing or work interference of any kind.

Section 6.3 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

**ARTICLE VII**

**DEPUTY CLERK/DEPUTY TREASURER POSITIONS**

1. The Clerk and Treasurer may appoint such deputies as they respectively desire and such individuals may be appointed on a part-time basis and will, therefore, not be subject to the terms and provisions of this Collective Bargaining Agreement. In the event that said future deputy appointees, if any, shall be or become regular part-time employees of the township or full time employees of the Township, said employees shall be covered by this Collective bargaining agreement in accordance with its terms and provisions.
2. Any such deputy appointees shall hold their titles and positions as deputies at the pleasure of the Clerk and Treasurer respectively. However, removal or termination of any such person as clerical employees would remain subject to the terms and provisions of this Collective Bargaining Agreement.

**ARTICLE VIII:**

**DEFINITIONS**

Section 8.1 Regular Part-time Employee: For purposes of this Collective Bargaining Agreement, the term regular part-time employee shall be defined as an employee who is employed or hired specifically as a part-time or seasonal employee and who works as such for a period of 210 calendar days within a contract year.

For purposes of this Agreement, all part-time or seasonal employees who do not work in excess of 210 calendar days within a contract year shall not be subject to the terms and provisions of this Collective Bargaining Agreement.

Section 8.2 Clerical Employee: For purposes of this Collective Bargaining Agreement, the term clerical employee shall be defined as an employee who is primarily employed in the Township Offices for purposes of performing ordinary and customary secretarial services, copying, transcribing, letter writing, stenographic services, attending to correspondence, filing, and customer and patron services and other such related duties and activities.

Section 8.3 All new employees shall be considered a probationary employee for the first ninety (90) working days with an extra thirty (30) day extension if needed, during which period they may be discharged, laid off, or transferred by the Employer without further reasons.

**ARTICLE IX: SENIORITY, LAYOFF & RECALL**

Section 9.1 For the purpose of establishing vacation, benefits, longevity benefits, six leave, and the like, seniority shall be defined as a regular full-time and a regular part-time employee's continuous length of service with the Employer, commencing with the last date of hire, pursuant to Article IX, Section 9.2.

For purposes of bumping, layoff and recall, seniority will be defined separately as departmental or classification seniority based upon the amount of time, commencing from the date of placement, an employee has worked within a certain department or classification.

Section 9.2 An employee's seniority with the Employer and within the bargaining unit shall end and his employment terminate for any one of the following reasons:

- (a) Voluntary quit;
- (b) Discharge; such discharge not reversed through the grievance procedure;
- (c) A continuous period of one (1) year
- (d) After notification of recall from layoff, failure to report within three (3) days, without justifiable reason. Notification to employees by certified mail or telegram delivered to the last address appearing on the employees' records shall be considered proper notice. Each employee shall be responsible for having their proper address on record with the Employer;
- (e) Failure to report to work at the end of sick leave or leave of absence, without justifiable cause;
- (f) Retirement;
- (g) Absent for three (3) consecutive working days without notice to the Employer.

Section 9.3 In the event there is a reduction in the work force due to lack of work, layoffs and recalls shall be based on departmental or classification seniority. Those employees on probation shall be the first to be laid off, thereafter employees with the least amount of departmental or classification seniority within that department or classification shall be laid off.

Section 9.4 Upon recalling employees, employees shall be recalled to work in the reverse order of layoff.

Section 9.5 There shall be notice of layoff to any employee with seniority as soon as possible.

Section 9.6 Employees with seniority within classifications or departments, upon notification of layoff, shall have ten (10) working days to bump within that classification or department, provided said employee is qualified to perform the necessary and requisite duties and provided that such move does not constitute a promotion.

## **ARTICLE X**

## **MISCELLANEOUS**

Section 10.1 The Employer agrees to furnish a bulletin board to be used by the employees and the Union. Such bulletin board shall be placed by the time clocks which the employees use, except that the bulletin board to be provided for use of the clerical employees shall be placed near the time card rack and not next to the time clock.

Section 10.2 The Employer agrees to provide space in the Township Building for all meetings by this unit, provided that such unit have a written request at least ten (10) days prior to such meeting.

Section 10.3 The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the employees' health and welfare. Both the Employer and the Union recognize their respective obligation to assist in the prevention, correction and elimination of all unhealthy working conditions and practices.

Section 10.4 Any employee who is asked to use his or her own personal vehicle, upon approval of his immediate supervisor, for the purpose of transacting Fruitport Township business, shall be compensated at the rate of twenty-nine cents per mile. Such mileage shall be kept on record and paid in the first week of each month. Employees will be reimbursed up to \$20.00 per day for food expense when required to be out of their regular assigned work area on Township business. If out of town lodging is required, a reasonable rate of reimbursement will be granted upon approval of the Township Board.

Section 10.5 The following information shall be furnished to the Union and updated annually:

- (a) The number of employees by classification within the bargaining unit.
- (b) The current seniority list, including new hires.

Section 10.6 The employer shall have the right to subcontract any work so long as all provisions of this Agreement are followed.

Section 10.7 The waiver of any part of this contract, by either party, shall in no way set a precedent for future issues.

Section 10.8 When the Township closes the Township Office (for an Act of God Day) and sends any employee home, the employee will be compensated for a minimum of four (4) hours. If the employee is called and told not to come in a minimum of two-(2) hours compensation will be paid. If employees are asked to stay and work they will be asked by seniority within their job classification. If there are no volunteers then low seniority within the job classification will have to stay and perform the work.

## **ARTICLE XI**

## **WORKING HOURS & SCHEDULES**

Section 11.1 The standard work week shall consist of five (5) consecutive days, Monday through Friday, both days inclusive. The employer reserves the right to any time upon one (1) week's advance notice to change the time of any work period, schedules or shifts.

### **Section 11.2**

11.2 (a) The standard workday shall consist of eight (8) working hours. Work shall be from 8:00 a.m. and continue until 4:30 p.m., with a half hour unpaid lunch hour, from 12:00 noon-12:30 p.m., unless otherwise approved by the immediate supervisor. This section applies exclusively to non-clerical workers.

11.2 (b) For the clerical department workers, the standard workday shall consist of eight (8) working hours. Work shall commence at 8:30 a.m. and continue until 5:00 p.m. Lunch periods shall be scheduled at one-half hour intervals, starting at 12:00 noon, said scheduling to be approved by the immediate supervisors of the clerical staff.

Section 11.3 In the event the Township shall begin any new shift, such hours shall be at the same rate of pay, and the same benefits as the first shift, with a premium of ten cents for second shift and fifteen cents for third shift.

Section 11.4 A rest break shall be given to all employees at a rate of one-half (1/2) paid hour per scheduled work day. Fifteen (15) minutes shall be allowed in the first half of each shift and fifteen (15) minutes shall be allowed in the second half of each shift, the times of which shall be at the discretion of the immediate supervisor.

Section 11.5 Time worked by employees shall be computed by six (6) minute intervals. Any employee working less than three minutes of any interval shall not be paid for such interval.

Section 11.6 Any employee who is called into work or who reports for work on a regular work day shall be paid a minimum of two (2) hours pay.

Section 11.7 All paid time off shall be computed as time worked for computation of benefits.

Section 11.8 Employees using sick days, vacation days or personal time shall use such benefits in minimum one-hour intervals. For example, and by way of illustration only, an employee, under this provision, could use one (1) hour of sick-day benefit for purposes of a doctor's appointment and one-half (1/2) hour increments thereafter will be allowed for sick time only.

**ARTICLE XII: OVERTIME PAY**

Section 12.1 Time and one-half (1-1/2) the regular hourly rate shall be paid any employee who works more than eight (8) hours in a twenty-four (24) hour period unless mutually agreed otherwise, or more than forty (40) hours per work week. However by mutual agreement the Township and the employee, as an alternative to paying for overtime, can schedule compensatory time-off within the fiscal year, at the rate of one and one-half hours off for each hour worked.

Section 12.2 Time and one-half (1-1/2) shall be paid any employee who works on Saturday and such hours are authorized.

Section 12.3 Any hours worked on Sunday, providing such hours are authorized, shall be paid double time.

Section 12.4 In the event an employee is asked to perform overtime work on a Saturday, but chooses of his or her own accord to perform that work on a Sunday, said employee will be paid time and a half and not double time for all work so performed.

Section 12.5 Employees shall be paid at their regular rate of pay for attendance at meetings and educational classes as shall be directed and required by the Employer, but said pay shall not exceed pay for eight (8) hours per day.

**ARTICLE XIII: HOLIDAYS**

Section 13.1 The following days shall be observed as paid holidays:

- |                              |                        |
|------------------------------|------------------------|
| 1. January 1 <sup>st</sup> . | 8. Christmas Eve Day   |
| 2. Memorial Day              | 9. Christmas Day       |
| 3. July 4 <sup>th</sup> .    | 10. New Year's Eve Day |
| 4. Labor Day                 | 11. Good Friday        |
| 5. Thanksgiving day          | 12. Personal Days (3)  |
| 6. Friday after Thanksgiving | 13. President's Day    |
| 7. Veteran's Day             |                        |



Section 13.2 All employees shall receive their regular rate of pay for all such holidays. If an employee is required to work on any listed holiday, they shall receive their regular hourly rate of pay plus time and one-half (1-1/2) for all hours worked, or the employee can schedule compensatory time-off.

Section 13.3 Any holiday falling on Saturday shall be construed as falling on Friday. Any holiday falling on Sunday shall be construed as falling on Monday.

Section 13.4 Regular part-time employees shall be paid for holidays if they work their scheduled shift before and after the holiday. Pay for that holiday will be determined by hours worked on a regular workday. Also applies to bereavement leave.

Section 13.5 During the term of this Agreement, the Employer will designate one (1) floating holiday. Employees will be paid for this holiday in accordance with Section 13.2.

#### **ARTICLE XIV**                      **VACATIONS**

Section 14.1 Upon completion of any employee's first year anniversary date, such employee shall be eligible for ten (10) days paid vacation time.

Section 14.2 Upon completion of an employee's eighth (8<sup>th</sup>) year anniversary date, such employee shall be eligible for fifteen (15) days paid vacation time. Upon completion of an employee's fifteenth (15) year anniversary date, such employee shall be eligible for twenty (20) days paid vacation time. (Four week vacation halo, except those who already receive more will be Grandfathered to what they now receive).

Section 14.3 All non-clerical and clerical employees must give written notice to the Township Supervisor requesting vacation commencement. The Employer, through the employee's immediate supervisor, must give written permission or denial of such request within three (3) workdays of receipt of such request. If the vacation time is denied, the reason for denial shall be so stated. If the vacation time is denied by the Employer, it must be denied for reasons which are rationally and reasonably connected with the furtherance of the Employer's efficient operations. If more than one (1) employee requests vacation time at the same time, seniority shall prevail.

Section 14.4 An employee may carry over from one year to the next year ten (10) vacation days. The intent of this section is to limit an employee to his vacation days as allowed by the Collective Bargaining Agreement, plus ten (10) days of accumulated vacation time only.

#### **ARTICLE XV:**                      **SICK LEAVE**

Section 15.1: After sixty (60) calendar days of service, an employee will be eligible to receive one (1) day per month sick leave allowance. A cap of two hundred and fifty (250) days or 2000 hours may be accumulated. Effective 3/3/2000, any hours accumulated over this amount will be paid at the rate of one-half (1/2) to the employee at their regular rate of pay or put into the employees retirement plan.



Section 15.2 Upon retirement, in accordance with the Township pension plan, accumulated sick leave that has not been taken will be paid at the rate of seventy-five (75%) percent. If an employee quits or is terminated, he will not be qualified for payment. If an employee has been laid off for a period of six (6) months or if the department of an employee is disbanded entirely, an employee may elect to receive payment for one-half (1/2) of his or her accrued sick days. However, if the employee so elects, and that employee is then called back to work or is reemployed by the Township in another department or in another capacity, that employee must recommence his employment with the Employer with no accumulated sick days and must start to accumulate sick days from zero (0) in accordance with the provisions of Section 15.1 hereinabove.

Section 15.3 Employees shall give as much notice to their supervisor as soon as possible after reporting time on the day sick leave is requested or they shall lose sick leave compensation for that day. The Township will have a call-in line number for all employees to use.

Section 15.4 An employee injured on the job shall be paid the full eight (8) hours for that day and such time shall not be deducted from sick leave provided that said employee is injured to such degree that he would be unable to reasonably and safely perform his duties as an employee.

Section 15.5 Sick leave shall be at the employee's regular hourly rate.

Section 15.6 Sick leave may be used at the employee's discretion. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal. Sick leave may be granted for the following reasons:

- a.) Personal injury not covered by Workers' Compensation"
- b.) Personal illness, including medical and dental appointments for employee or immediate family, during work hours to the extend of time required to keep such appointment. advance approval, whenever possible, from employee's immediate supervisor should be required.
- c.) Enforced quarantine in accordance with Community Health regulations;
- d.) The serious illness or injury of an emergency nature in the employees' immediate family requiring the employee' attendance. Immediate family is defined as wife, husband, child parents, parent-in-law, brother sister, grandparents, and grandchild. Advanced approval whenever possible from the employee's immediate supervisor should be required.

Section 15.7 In the event an employee dies, accumulated sick leave shall be paid to the employee's estate pursuant to the provisions of this contract.

Section 15.8 The Employer reserves the right to verify reported sickness of an

employee and may require a medical statement for absence due to sickness or injury when there is evidence of abuse of sick leave or in any event for an absence of three days or more. The medical statement must state the kind or nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. The employer may require a medical examination of the employee by its physician at the Employer's cost to verify the illness or injury or the ability to return to work.

Section 15.9 In case of illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, the Employer may authorize salary payment which, with his/her disability payments, equals the employee's regular salary. An employee may elect not to receive the supplemental salary payment at his/her discretion, and in this case, would receive only salary payments authorized under Michigan Workers' Compensation Law.

#### **ARTICLE XVI: JURY DUTY**

Section 16.1 Any employee required to report for jury duty, examination, or other such required service, shall receive his or her regular pay for time spent in such service. Fees paid to any employee as compensation for performing jury service shall be paid by the Employer to the Township. Mileage fees paid as compensation to the employee shall be retained by the employee.

#### **ARTICLE XVII: UNPAID LEAVES OF ABSENCE**

Section 17.1 Employees elected or appointed to a Local 586 Union Office shall be eligible for unpaid leave of absence during tenure in office. Seniority of the employee shall accumulate during leaves of absences under the above condition.

Section 17.2 A leave of absence for a reasonable period of time may be granted by the Fruitport Township Board. Seniority shall be non-accumulative during such leaves of absence.

Section 17.3 Upon written application by an employee, the Employer may grant to said employee a leave of absence without pay or fringe benefits for the following reasons: (1) child care leave; (2) illness---physical or mental; (3) prolonged illness to immediate family members; (4) other reasons if approved by the Township administrators. Such leaves may be granted, at the discretion of the Township Board, for up to one (1) calendar year. An employee granted such leave shall be returned to his/her former position unless said position is being held by an employee with more seniority or unless his or her former position has been eliminated.

Upon approval of, and subject to the limitations, restrictions and provisions established by the respective insurance carrier or carriers, insurance benefits may be continued at the employee's expense by the employee paying the appropriate premiums at such place as is designed by the Employer.

**ARTICLE XVIII:**

**INSURANCE**

Section 18.1 During the term of this Agreement, the Employer agrees to pay for and continue the same level of medical insurance program as it has in the past. Five (\$5.00) Co-Pay with Prescription Card until Medicare starts.

Section 18.2 Upon retirement, the Employer shall continue to provide the employee the same medical insurance program at no cost to the employee until the employee is covered by Medicare insurance.

Section 18.3 An employee may retire on the 55<sup>th</sup> birthday with a minimum of twenty (20) years service.

Section 18.4 An employee may elect to be not covered by the medical insurance program provided by the Employer. Any such election shall be made in writing by the employee and delivered to the Employer within a reasonable time so as to allow the Employer sufficient time to have that employee removed from the coverage provided by the Township's medical insurer. Any such election shall be subject to the rules and regulations provided or implemented by the Employer's insurer. If an employee makes the election as contemplated herein, and in the event that election is able to be implemented and become effective pursuant to the rules and regulations prescribed by the Employer's insurer, the Employer shall, in lieu of said insurance coverage for the Employer, pay, on employee's behalf, the sum of Two Hundred Fifty Dollars (\$250.00) per month to a tax-sheltered annuity plan for the employee's retirement. Such plan shall be implemented and administered pursuant to the discretion and instruction of the Employer. This provision shall be implemented and enforceable only to the extent permitted by all applicable Federal and State of Michigan laws, rules and regulations.

Section 18.5 During the term of this Agreement, thirty (30) days prior to changing medical insurance providers, the Employer will negotiate with the Union the change in order to insure that the level of coverage is at least comparable to the current medical insurance.

Section 18.6 The Township will pay to each employee a two hundred (\$200.00) dollar reimbursement per year for the employee or employee's dependants to cover costs for eye examinations or towards the cost of glasses, or contact lenses, with a copy of a paid receipt from the employee. (This is a total cost per family per year of two hundred (\$200.00) dollars). The employees have agreed to drop short-term disability contingent on this benefit.

**ARTICLE XIX**

**LONGEVITY**

Longevity pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary or wages. Longevity pay will be computed on the employee's earned straight time as of their service anniversary date and paid during the month of December. All current employees as of April 1, 1999 will be grandfathered under above Longevity pay.

Longevity pay shall be as follows:

- Two (2%) percent for five (5) years of service;
- Four (4%) percent for ten (10) years of service;
- Six (6%) percent for fifteen (15) years of service;
- Eight (8%) percent for twenty (20) years of service.

Any new employees hired after April 1, 1999 will receive six hundred (\$600.00) dollars per year Longevity pay after five (5) years continuous service with the Employer.

**ARTICLE XX:**                    **SEPARABILITY**

Section 20.1 In the event that any provisions of this Agreement shall become invalid or unenforceable, such circumstances shall not affect the remaining provisions hereof.

Section 20.2 it is further agreed that in the event of any provision becoming invalid or unenforceable, both parties shall meet within thirty (30) days to renegotiate the provisions so invalidated.

**ARTICLE XXI:**                    **BEREAVEMENT LEAVE**

Section 21.1 In the event of the death of a family member's spouse, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild, brother, sister, sister-in-law, brother-in-law, stepchild, stepson-in-law, stepdaughter-in-law, or stepgrandchild, an employee shall be allowed five (5) paid days leave of absence, excluding Saturday or Sunday, and one of said days shall be the day of the funeral. An employee may be allowed one (1) additional day for travel if the location of the funeral exceeds a distance of 350 miles from Muskegon County, but subject to the discretionary approval of the Township Supervisor or delegate.

Section 21.2 In the event of the death of a family member's aunt, uncle, niece or nephew, the employee shall be entitled to the day of the funeral off with pay providing the employee attends the funeral.

Section 21.3 Employees shall be allowed sufficient time off work, with pay, to attend the funeral of a fellow co-worker, dependent upon the demands of the service.

**ARTICLE XXII:**                    **HEALTH, WELFARE & CLOTHING ALLOWANCE**

Section 22.1 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury and sickness, and in conformity with statute.

Section 22.2 Each full time non-clerical employee covered by this Agreement will receive (1) winter coat, (1) summer jacket, (1) pair of leather work boots for summer, (1) pair of winter work boots, (3) summer work shirts, (3) winter work shirts, and be given a \$300.00 per year cleaning allowance. Clothing must be worn during regular working hours and not be worn after working hours.

**ARTICLE XXIII: VACANCIES & JOB OPENINGS**

Section 23.1 Should it become necessary to fill a vacancy within the bargaining unit, or to add to authorized manpower, all opportunities shall be first given to employees already employed. If a vacancy is to be filled within the bargaining unit, the following procedure shall be used:

- (a) The Employer shall post a notice on the Union bulletin board for a period of five (5) workdays. Such notice shall state the open position, the rate of pay, the shift, duties involved and the minimum qualifications for the position.
- (b) Any employee with seniority may bid on such position. All applicants will be considered for the position, and the position will be awarded to the most qualified senior applicant, as determined by the Employer, and subject to the applicants experience, demonstrated skills, attendance, evaluations and work awards. The position shall be awarded for thirty-(30) workday's probationary/trial period. If the employee fails to successfully complete the probationary/trial period, or voluntarily relinquishes the position within thirty (30) working day period, he/she shall be returned to their previous position. The Employer shall not be arbitrary or capricious.
- (c) The Employer shall, following the selection, post the results on the Union bulletin board.

Section 23.2 This procedure shall in no way prevent the Employer from temporarily filling an open position, in an emergency situation, or until the bidding procedure is fulfilled.

Section 23.3 Any employee who is promoted to a position outside of the bargaining unit shall retain his accumulated seniority so long as the employee shall maintain a valid withdrawal card from the union. In the event the employee has to be returned to a position within the bargaining unit, he shall return to a position to which his seniority entitles him. His seniority shall then commence to accumulate.



Section 23.4 Any employee temporarily transferred to a higher paying classification shall be paid at the rate of pay for that classification. If an employee is temporarily transferred to a lower paying classification, he shall not lose wages or benefits because of such transfer.

**ARTICLE XXIV:                    WAGES**

Section 24.1 Wages shall be paid as set forth in appendix A of this Agreement.

**ARTICLE XXV:                    HOSPITALIZATION BENEFITS FOR REGULAR PART-TIME EMPLOYEES**

Section 25.1 Regular part-time employees shall be provided with hospitalization benefits for such periods of time as they are employed.

Section 25.2 All vacation benefits for regular part-time employees shall be pro rated on a yearly basis in accordance with time worked on an annual basis.

**ARTICLE XXVI                    SEASONAL AND PART-TIME EMPLOYEES, NON-CLERICAL EMPLOYEES**

Section 26.1 In modification of the term and provisions contained in the consent agreement and certification of representative instrument dated October 3, 1977 and bearing case number R77h-398, State of Michigan, Department of Labor, Employment Relations Committee, Labor Relations Division, the parties to this Agreement hereby agree that the Township of Fruitport may hire seasonal employees and part-time employees who shall not be covered by the terms and provisions of this Collective Bargaining Agreement. Determination or status of such employees as seasonal or part-time employees shall be made in accordance with the definition of regular part-time employees as contained within this Collective Bargaining Agreement.

**ARTICLE XXVII                    DURATION**

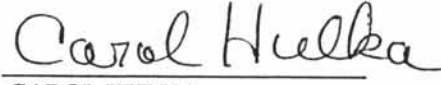
Section 27.1 This Agreement shall be in effect, on a retroactive basis, from April 1, 1999 to March 31, 2002 inclusive, and shall continue from year to year thereafter, subject to a minimum of sixty (60) days notice in writing prior to any expiration date of this Agreement, of a desire to amend or modify this Agreement, said option to negotiate amendments to or modifications to this Agreement being herewith reserved in all parties hereto.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.  
Signed in the Presence of:

TOWNSHIP OF FRUITPORT

  
SHARON K. YARDANI

  
CAROL HULKA

  
DALE F. HILLIARD

  
RONALD P. COOPER

Signed in the Presence of:

LOCAL 586, SEIU

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**APPENDIX A**

**WAGES:** April 1, 1999, to and including  
March 31, 2002, inclusive.

**RANGES:** General Wage Ranges and Increases.

**NON-CLERICAL EMPLOYEES:**

	1999	2000	2001
Level I	\$13.40	\$13.80	\$14.20
Level II	\$14.42	\$14.82	\$15.22

**NEW HIRE/NON-CLERICAL EMPLOYEES:**

Entry level wages for any new employee hiring in during the course of the three (3) year term of this contract shall be as Follows:

1. Any new hire at Level I shall be at \$8.00 per hour, with a One Dollar (\$1.00) per hour yearly raise, except that on the commencement of the 3<sup>rd</sup> full year of service date, said employee shall be paid at the then applicable Level I maximum rate.
2. Any new hire at Level II shall be at \$9.00 per hour, with a One Dollar (\$1.00) per hour yearly raise, except that on the commencement of the 3<sup>rd</sup> full year of service date, said employee shall be paid at the then applicable Level II maximum rate.

**WORK LEADER:**

Shall be paid 50 cents per hour over and above their regular wage for the duration of the contract. Employees shall be paid weekly.

**S-1 LICENSEE:**

As required by the State to maintain Water Department, shall receive an additional 75 cents per hour above regular wage.

**S-2 LICENSEE:**

As required by the State to maintain Water Department, shall receive an additional 50 cents per hour above regular wage.

**S-3 LICENSEE:**

As required by the State to maintain Water Department, shall receive an additional 35 cents per hour above regular wage.

**CLERICAL EMPLOYEES:**

	1999	2000	2001
	\$11.35	\$11.75	\$12.15
Receptionist:	\$ 11.00	\$11.40	\$11.80

Any new clerical hire shall be at \$7.00 per hour, with a One Dollar (\$1.00) per hour yearly increase, except that on the commencement of the 3<sup>rd</sup> full year of service date, said employee shall be paid at the then applicable clerical maximum rate.

**PENSION:**

Pension for all clerical and non-clerical employees shall be the same as other Township employees.

**EMPLOYER RESERVATION OF WAGE INCREASE AUTHORITY:**

The Employer may, in its sole and exclusive discretion, modify rates of compensation paid to new hire clerical and not-clerical employees as set forth hereinabove so long as said modification does not constitute a decrease in the wage or compensation rates set forth hereinabove. This provision is included specifically so as to allow the Employer to pay, if it so determines in its sole discretion, compensation to newly hired employees which is in excess of the rates of compensation set forth herein.

Nothing contained herein shall be construed so as to require the Employer to modify, by increase, the compensation rates set forth in this agreement.

No modification or modifications implemented by the Employer pursuant to the terms and provisions contained herein shall create an obligation on the part of the Employer to implement such modification for other employees.