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A.F.S.C.M.E. AGREEMENT

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AGREEMENT  
BY AND BETWEEN THE  
CHARTER TOWNSHIP OF COMMERCE  
AND

This Agreement entered into this 20th day of March, 1990, between the Charter Township of Commerce, and hereinafter referred to as the "Employer" and Local #2720, affiliated with Michigan Council #25, and chartered by the American Federation of State, County and Municipal Employees, hereinafter referred as the "Union".

NOTE: The headings in this Agreement neither add to nor subtract from the meaning, but are for reference only. Where appropriate, in this Agreement the specification of masculine gender implies the feminine gender.

## ARTICLE 1

### RECOGNITION

Subject to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan, 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative 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 for all employees of the Employment included in the bargaining unit described below:

All full time and regular part-time Maintenance Workers,  
Clerk-Typist, Secretaries, Ordinance Enforcement Officers,  
Appraisers, Building Inspector, Assistant to the Assessor  
excluding all elected officials and Appointed Officials,  
Confidential Employees, Temporary Employees, book-keeper,  
Secretary/Deputy Treasurer and Secretary/Deputy Clerk.

## EMPLOYEE DEFINITIONS

- A. A full time permanent employee is one that is regularly employed to work a schedule of at least 37.5 hours per week.
- B. A part time permanent employee is one that is regularly employed to work a schedule of less than 37.5 hours per week but more than 28 hours per week.
- C. The Board can hire temporary help during the summer for appraisal, grass cutting and other related work on a temporary basis.
- D. The Board can hire substitutes to fill in for absenteeism of employees.
- E. Part time permanent employees receive benefits of this contract on a pro-rata basis. Temporary and substitute employees are not covered by the terms and conditions of this Agreement.

## ARTICLE 3

### DUES DEDUCTIONS

The Board will deduct from the pay of each employee covered by this Agreement, current Union membership dues, provided that at the time of such deduction, there is in the possession of the Board a current written authorization by the employee, in the form and according to the terms of the authorization form, and shall continue to make such deduction until the Board receives written instructions to the contrary from said employee, according to the terms of "E" below.

3. The Board will deduct current membership dues from the pay of employees authorizing same; half of the amount from the first pay period and half from the second pay period in the same calendar month.
3. The Board will deduct from the pay of employees in any month only the Union dues becoming due in such month.
- D. All sums deducted by the Board shall be remitted to the Treasurer of Council 25, if possible, not later than the fifteenth (15th) of next month after the deductions have been made. In the event Council 25 requests the Board to change the present membership dues deduction for any member except as provided in Section "E" such request shall be effective only if the Union gives the Board thirty (30) days notice of the specific change.
- E. Employees having signed, or having already signed dues authorization cards, may only revoke the authorization upon thirty



(30) days written prior notice to the Board and only thirty (30) calendar days prior to the expiration of this Agreement. In cases when a deduction is made that duplicates a payment that an employee already has made to the Union, or in any other situation that a refund is demanded, said refunds are not the responsibility of the Board.

F. The Board shall not be liable for any errors or losses in the administration of this Article. The Board shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employees as authorized in writing. Further, Council 25 shall protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.

## ARTICLE 4

### UNION REPRESENTATION

Each time the Union changes its elected officers it shall inform the Employer of the name of the officer, their title and the length of office.

## ARTICLE 5

### SENIORITY-PROBATIONARY EMPLOYEES

- (A) Employees hired new to the Township or rehired after having quit, who are members of the bargaining unit as defined, shall serve a probationary period of sixty (60) actual working days in their job assignments. There shall be no seniority among probationary employees. The sixty (60) working day probationary period shall be accumulated within not more than one year. The probationary period may be extended for any absences of the employee during that period by the number of said absences. After completion of the probationary period, employees will be entered on the seniority list from their first probationary work day of their present employment.
- (B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined probationary employees, for other than Union activity.
- (C) The sixty (60) working day probationary period may be extended upon mutual agreement between the Employer and the Union, in the event the evaluation at the time is inconclusive.

- D) Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides allowance and/or sick leave when he has satisfactorily completed his probationary period, retroactive to the number of work days of probation.
- E) When more than one employee has the same seniority date, seniority will be determined by the employee having the least number of absences due to illness, discipline, for cause and unexcused.

## ARTICLE 6

### LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A. He quits or retires.
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the immediate supervisor or designate. If the absence is for medical reasons, the notification must be in the form of a medical statement to the immediate supervisor or designate within the three (3) day period. In proper cases, exceptions may be made. After such absence, the Employer will send written notifications by Certified Mail to the employee at his last known address that he has lost his seniority and his employment is terminated.

If the disposition made of any such case is unsatisfactory, the matter may be referred to the grievance procedure.

- D. If he does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exception shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as "C" above.
- F. If on a layoff, for a period exceeding his length of seniority or two (2) calendar years whichever is less.

**ARTICLE 7**

**SENIORITY OF OFFICERS**

he Chapter Chairperson for the purpose of layoff and recall only, who as at least one (1) year seniority with the Township, shall head the seniority list of the bargaining unit, during his/her term of office, if this person can do the available work.

ARTICLE 8

SENIORITY LISTS

- (A) The seniority lists will show the names and job titles of all employees, entitled to seniority and shall not be grievable beyond ten (10) working days after posting, unless the employee was on leave during the time period. This employee shall have ten (10) working days after his return to grieve.
- (B) The Employer will keep the seniority list up to date at all times and in the event of change, will provide the Union with an up to date copy on written request by the Union and will post on the bulletin boards.

## ARTICLE 9

### LAYOFF AND RECALL

In the event it is necessary for the Board to reduce the number of employees or reduce the hours of an employee, the Board will give written notification to the Union and the (employee) involved; said layoff notice to be at least fourteen (14) calendar days, unless the layoff is caused by an emergency situation.

After having been notified of layoff, the employee(s) shall be given the opportunity to fill an existing vacancy in the same classification, if the employee(s) can meet the job requirements for the vacant position. If a vacancy does not exist and/or the layoff employee cannot meet the job requirements of the vacant position, the employee may exercise district-wide seniority rights in the following order:

- a. May bump the probationary employee in the same classification if the laid off employee can meet the job requirements of the position.
- b. If the laid off employee cannot bump the probationary employee then the laid off employee may bump the lowest senior employee in the same classification, if the laid off employee can meet the job requirements.
- c. If the laid off employee cannot fulfill the requirements of



two, a. and b. above, the employee may take the position of the probationary employee in a lower classification; or if this is not possible, the employee with the lowest seniority and any lower classification, if the laid off employee has more district seniority and can meet the job requirements of the position.

- d. If the laid off employee cannot be placed, the employee shall be on a layoff and placed on a recall list for two (2) calendar years.
- e. Movement to a lower classification shall be at the same experience salary step as presently occupied and at the new classifications rate of pay and shall be considered on layoff from the position originally held.
- f. In the event the employee who has bumped another employee does not perform satisfactorily in the new position, the employee shall be placed on layoff status.

(3) The Board has no obligation to recall probationary employees who are laid off.

(4) Employees on lay off do not gain seniority while on layoff.

#### RECALL -

A. Reinstatement of a laid off employee will be by reverse order of the lay off to the original or lower classification if the employee can meet the job requirements of the position. Laid off employees will be notified by certified mail at their last known

address of the date they are expected to return to work. Within

seventy-two (72) hours of the receipt of said notification, such employee must notify the Township of his or her intent to return to work or forever lose his/her right to return.

- B. Should the laid off employee be recalled to a position and refuse such recall the employee shall lose all rights to be recalled, and shall be considered a quit.
- C. Each employee is responsible for keeping the Township informed in writing, of any change of address, and will not be excused for failure to report to work due to a failure to so notify.

## ARTICLE 10

### POSTING OF VACANCIES/NEW POSITIONS

- (1) As each new bargaining unit position is created or as each vacancy occurs, notice of such vacancy will be posted in the Township Hall. The posting shall include the job title, rate of pay, duties, hours and minimum qualifications. Employees may request transfer or promotion in writing through the Supervisor's office, setting forth their qualifications for the position.
- (2) The posting will be for a least five (5) work days. The Board may fill the position as it see's fit on a temporary basis until someone is selected, if it needs to do so. The temporary basis cannot be for more than thirty (30) calendar days.
- (3) Promotions are defined as movement to a position in a higher rated pay classification than the one currently held.
- (4) Promotions and transfers within the bargaining unit shall be made on the basis of seniority, qualifications and ability. When the qualifications and ability of the employee are deemed equal, the most senior employee will be given preference. Bonding requirements, prior work record, experience and physical fitness shall be considered. The Township reserves the right to hire from outside if no employee is deemed to be qualified to fill the vacancy, or no applications are received from employees in the bargaining unit.

- 1) The applicant selected for a promotion will serve a trial period of two (2) months. The Township may disqualify the employee, for cause, during the trial period and such employee shall be returned to his former position or one of similar classification and pay.
- 2) Employee's selected by the Township for a promotion to a higher classification will serve a two (2) month trial period in the classification during which time they will receive the starting rate of the classification as set forth in Article 47. After the employee has successfully served two (2) consecutive months on trial, he shall then be paid the regular rate for the classification as set forth in Article 47.
- 3) During the first thirty (30) calendar days of the trial period, the employee shall have the right to revert back to his former classification.
- 4) If an employee is required to assume the responsibilities and duties of another employee's position, the employee will receive the rate of pay for this position, if its higher, effective the 11th consecutive work day. This provision does not apply when the employee is covering for another that is on vacation.

## ARTICLE 11

### PROMOTIONS

A promotion is a change to a higher classification. Commerce Township encourages employees to seek a higher classification when a position is available. Current employees who wish to be considered for a new position within the Township will follow the same application procedures as a new applicant. If an employee is promoted, that employee will follow the same probationary procedures outlined in this Agreement. A promoted employee may not be able to return to their former position.

## ARTICLE 12

### TRANSFER OUT OF THE BARGAINING UNIT

If an employee is transferred out of the bargaining unit to another employer position not in the bargaining unit and thereafter is transferred back to the bargaining unit, he/she shall have accumulated seniority and retained all rights accrued for the purpose of any benefits provided by this Agreement.

ARTICLE 13  
HOURS OF WORK

(1) STANDARD WORK WEEK

The usual work week is 7.5 hours per day for five days each week. While this is the usual work schedule, this is not a guarantee of hours to work; certain positions may require different hours and/or schedules.

(2) LUNCH PERIOD

The Board can schedule unpaid lunch periods of less than one (1) hour but in no event less than 30 minutes for each employee.

(3) SCHEDULING

Because of the work requirements for some areas or departments, work hours and days may vary. The usual work week may be changed by your department head, Supervisor, Clerk or Treasurer in case of emergency work load, etc. All overtime sheets must be signed by the department head.

(4) OVERTIME

Overtime will be paid at a rate of time and one half hours actually worked in excess of 40 per week (Sunday through Saturday). Overtime is to be worked only with the prior approval of the department head.

5) ABSENTEEISM

An employee who will be absent must pre-arrange such absence with his department head or the department head designee or, in the case of an emergency call into the department head or designee by 9:00 a.m. Failure to report absence in the above manner will be considered unexcused and may result in loss of pay.

6) TARDINESS

Each employee is expected to be at their work station and prepared to work at the start of their scheduled day and at the end of their scheduled lunch break unless assigned to other Township business. An employee who is tardy must make up the lost time the day the tardiness occurs.

7) INCLEMENT WEATHER

Paid time off due to inclement weather shall be determined by the Township Supervisor, or in the absence of the Supervisor, by the Township Clerk or Treasurer. On inclement weather days, you will be notified at least one (1) hour before the start of your regular work day, from your immediate supervisor, that such a day has been declared. In the absence of such notification, you are expected to be at work at your regularly scheduled work time. Should the need arise during your regular work day to declare an inclement weather day, you will be notified by your immediate supervisor.



## ARTICLE 14

### HOLIDAY PAY

Employees eligible for holiday pay will receive pay at their regular rate. An eligible employee who works a holiday will receive pay at time and one-half in addition to their regular day's pay. In order to be eligible for holiday pay, an employee must work the scheduled work day in full before and after the holiday unless excused by the department head. Holidays falling on Saturday will be recognized on the preceding Friday and holidays falling on Sunday will be recognized on the following Monday. The following holidays are observed during the year:

New Years Day

Thanksgiving Day

Presidents Day

Friday following Thanksgiving Day

Memorial Day

Christmas Eve

Fourth of July

Christmas Day

Labor Day

New Years Eve

Veterans Day

An employee will be excused from work for actual church attendance (from 12:00 Noon to 3:00 P.M.) on Good Friday.

**ARTICLE 15**

**COMPENSATORY TIME**

1 employees may, with the approval of the department heads, choose to  
ake compensatory time in lieu of overtime.

## ARTICLE 16

### LEAVES

#### A. SICK LEAVE -

1. The purpose of the sick leave program is to provide income protection, to the extent herein provided, during periods of involuntarily absence from employment due to personal sickness or injury to the employee. If the employee receives Employer provided compensation during such absence, then only the difference between the regular salary and the compensation shall be paid.
2.
  - A. Sick leave shall not be granted to probationary employees.
  - B. The purpose of sick leave is to provide income protection for the employee during periods of absence due to personal sickness or injury.
  - C. To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist which may be confirmed by an Employer appointed physician.
  - D. The sick leave benefits extend only to an employee's regular position and do not include overtime and employment for extra compensation.
  - E. Paid sick leave is for personal use of the employee. Sick days cannot be used because a member of the employee's family is ill, for any other purpose other than personal illness of the employee as herein defined.

Seniority employees who work more than five (5) hours per day, shall receive, per twenty-six (26) days worked, one (1) day of sick leave equal to their normal working day. Sick days may accumulate to a maximum of twenty (20) days.

LEAVES OF ABSENCE WITHOUT PAY -

When approved by the Supervisor or Designee, a maximum of three (3) working days may be granted without pay for the following leaves:

a. Occasional personal leave which could be arranged at another time, or for which the Employer feels no responsibility, such as a honeymoon, shopping, time to seek another position, an extension of a vacation period, activities of spouse, and/or children, hunting, marriage, divorce or similar reason.

b. Activities of or for the Union.

When approved by the Supervisor or designee, unpaid long term leaves as listed below, may be granted for reasonable periods not to exceed a maximum of one (1) year, to an employee with at least two (2) years of seniority. At least thirty (30) calendar days before the leave expires, the employee shall send written notification of his/her desire to return to work or forfeit the right to return. The employee will be returned to a position for which qualified, (in the opinion of the Employer), when one becomes available; if proper notification has been given.

The Employer's obligation to re-employ after such leave of absence shall end after termination of the leave.

- a. Verifiable full time study at a college, university or business school;
- b. To care for a member of the immediate family who has a verifiable prolonged illness.
- c. Verifiable serious prolonged physical and/or mental leave that the employee can recover from.

C. CHILD BEARING -

1. A leave of absence using sick leave bank days, may be granted for the length of time the employee's physician will certify, in writing, that the employee is physically unable to work. At the end of that period of time, the employee must return to work or resign. Upon returning to work, the employee shall return to her former position.
2. Employees shall continue employment as long as they can continue their regularly assigned responsibilities. The Employer may require a doctor's statement to this effect.
3. Employees on child bearing leave shall give the Employer at least two (2) days notice of the return date, as verified by a physician's statement.

D. OTHER LEAVES

The Supervisor or Designee may grant leaves for reasons not covered by this Article, including health leave, or extensions of the above leaves when he/her believes that such extension to be

in the best interest of the Township. Each request for this leave considered on its own individual merit. The particular circumstances surrounding each leave would be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. The decision of the Employer as to whether such leave should be granted is final.

GENERAL CONDITIONS FOR ALL LEAVES -

1. The Employer normally will not require a physician's statement for every individual sick day of an employee but may require one in the following instances:
  - a. If the employee has an excessive absenteeism record.
  - b. If the bargaining unit has an unusual number of members absent on the same day or from the same facility.
  - c. After two (2) consecutive days of illness.
  - d. An absence the day before and/or the day after a holiday or vacation period.
2. The Board may send employees to its physicians before and after leaves of sickness or child bearing and for health and/or disability concerns.
3. Upon returning from any approved leave of more than thirty (30) calendar days (except for child bearing leave) the Employer shall return the employee to an open position for which it believes

he/she can meet the specific skill and job requirements. If no position is available at the end of the leave, the Employer shall extend the unpaid leave until an opening occurs for which he/she has the specific skills and job requirements: but, in no event, would the leave be extended more than three (3) months after the original leave ends.

ARTICLE 17  
VACATIONS

Employees who have worked six or more months are eligible for vacation time. The following is the vacation schedule based on length of service:

1. A new Township employee will earn one (1) vacation day for each twenty-six (26) days worked from his/her date of hire through March 31st of the then-current Township calendar year, all such earned vacation days may be taken following April 1st.
2. An employee completing one (1) full year through four (4) full years with Commerce Township will earn ten (10) paid vacation days.
3. An employee completing five (5) full years, through six (6) full years with Commerce Township will earn fifteen (15) paid vacation days.
4. An employee completing seven (7) full years, through eight (8) full years with Commerce Township will earn sixteen (16) paid vacation days.
5. An employee completing nine (9) full years, through ten (10) full years with Commerce Township will earn seventeen (17) paid vacation days.
6. An employee completing eleven (11) full years, through twelve (12) full years with Commerce Township will earn eighteen (18) paid vacation days.
7. An employee completing thirteen (13) full years with Commerce Township will earn nineteen (19) paid vacation days.
8. An employee completing fourteen (14) full years, through fifteen (15) full years with Commerce Township will earn twenty (20) paid vacation days.
9. An employee completing sixteen (16) full years, through seventeen (17) full years with Commerce Township will earn twenty-one (21) paid vacation days.
10. An employee completing eighteen (18) full years with Commerce Township will earn twenty-two (22) paid vacation days.
11. An employee completing nineteen (19) full years with Commerce Township will earn twenty-three (23) paid vacation days.
12. An employee completing twenty (20) full years with Commerce Township will earn twenty-four (24) paid vacation days.
13. An employee completing twenty-one (21) full years, and thereafter with Commerce Township will earn twenty-five (25) paid vacation days.



Vacation time must be taken within the calendar year following the year in which it was earned. Vacation time scheduling for individual employees will be arranged with the employees' department head. Length of service shall be taken into consideration in determining vacation times. Vacation time should be scheduled in writing by the employees with the approval of their department heads or Supervisor, prior to taking vacation time, and must be taken in not less than 1/2 day increments. Arrangements for unused vacation time must be made three (3) months before the end of the calendar year. A request for vacation time must be made in writing with the approved copy to the department head or Supervisor and an approved copy to the Township Clerk.

Payment for unused vacation time, except for terminated employees, shall be made with prior Board approval. Payment for accumulative vacation time will be made for terminated Township employees.

For purposes of this section, calendar year is defined as April 1 to March 31.

ARTICLE 18

APPROVED ABSENCE DAYS

Commerce Township provides approved absence days. All full time permanent employees of the Township are eligible for Approved Absence days. Approved absence days, not to exceed three (3) days per year may be used for medical or dental appointments, mortgage (land contract), closings, attorney appointments that cannot be made during non-work time or family illness for those family members listed below. Approved absence days taken will be deducted from the employee's accrued sick leave.

APPROVED ABSENCE DAYS MAY BE TAKEN FOR ILLNESS OF THE FOLLOWING FAMILY MEMBERS:

Mother	Father	Spouse
Step-Mother	Step-Father	Children
Sister	Brother	Step-Children
Step-Sister	Step-Brother	Grandparents
Aunt	Uncle	Grandchildren
Current Father-in-law	Daughter-in-law	Current Mother-in-law
Current Sister-in-law	Son-in-law	Current Brother-in-law

Approved absence days are not applicable for vacation time and may not be taken in conjunction with vacation days and holidays and may not be used for any other reason other than listed above. Approved absence days are to be pre-arranged twenty-four (24) hours in advance, except in an emergency, and must be taken in, at least, increments of 1/2 days. In case of emergency, notification to the department head by 9:00 A.M. of the day that the approved absence day is taken will be required in order to receive pay. An employee will not be paid for unused approved absence days when he or she terminates, is discharged or retires.

ARTICLE 19

FUNERAL LEAVE

The paid funeral leave policy for employees of the Charter Township of Commerce will allow up to three (3) working days off in the event of the death of a family member be defined as:

Mother	Spouse
Father	Children
Step-Mother	Step-Children
Step-Father	Grandparents
Sister	Grandchildren
Brother	Current Father-in-law
Step-Sister	Current Mother-in-law
Step-Brother	Current Sister-in-law
Aunt	Current Bother-in-law
Uncle	Daughter-in-law
Son-in-law	

Funeral leave will be paid providing the employee attends the funeral and was scheduled to work that day. Notification must be given as far in advance as possible.

**ARTICLE 20**

**JURY DUTY**

employees who are called for jury duty will be paid at their regular rate of pay provided that income earned, excluding mileage, on jury duty is turned over to the Charter Township of Commerce. An employee will be expected to work whenever available during their term of jury duty. Notification must be given in advance.

**ARTICLE 21**

**MILITARY LEAVE**

**Military Leaves will be granted in accordance with Federal guidelines with two (2) weeks written notice on the part of the employee.**

## ARTICLE 22

### OTHER LEAVES OF ABSENCE

employees may be eligible for other leaves of absence. Other leaves of absence may include, but not limited to, extended vacations, extended sick time or personal education. Other leaves of absence require the department head's favorable recommendation and approval of Township Supervisor, Clerk and Treasurer. Leaves of absence in this category will be unpaid. Length of service will not continue to accrue for a leave of over (30) days.

## ARTICLE 23

### INSURANCE

- A. The insurance benefits provided herein shall begin when the full time permanent employee has completed probation, completed the necessary forms and the company has accepted the application. Employer payment for insurance protection shall terminate when the employees employment is terminated or when he/she is on leave of absence without pay or when the employee is not receiving a wage from the employer except the Board will continue health insurance for the employee and qualified dependents during the short term disability and when on worker's compensation for six (6) months. When the employee goes on long term disability and after six (6) months on worker's compensation, the Board will pay the single person coverage at the rate in effect at the start of the coverage for one (1) more year. The employee may have the option of adding dependents at their costs.
- B. Health Insurance Benefits -
1. The Township shall pay the cost for Blue Cross/Blue Shield Comprehensive Hospital Care, MVF-1, FC, SD, FAE/RC Rider, Medical/Surgical Care, Rider D45NM, Master Medical, Option 2, with prescription drug rider, two (\$2.00) dollar co-pay, for each eligible employee up to full family coverage.
  2. The Employer may offer, as an employee option, HMO's that are substantially equal to the coverage provided herein.

3. It is understood that any member of the bargaining unit who is covered by any other employer paid group health and hospitalization policy is not eligible for the above coverage.

C. Life Insurance Benefit -

The Township shall provide Group Term Life Insurance in the amount of Twenty-five thousand dollars (\$25,000.) and accidental death, double indemnity, and dismemberment benefit.

D. Weekly Indemnity Benefit -

The Township shall provide a Weekly Indemnity Insurance Policy providing weekly income protection in the amount of 66 2/3% of the weekly earnings up to a maximum of five hundred and eighty (\$580.00) dollars following the fourteenth (14th) day due to injury or illness. Payments to continue for a maximum period of thirteen (13) weeks.

E. Long Term Disability -

The Township shall provide a Long Term Disability Insurance Policy providing monthly income protection in the amount of sixty (60%) percent of monthly earnings to a maximum benefit of twenty five hundred (\$2,500) dollars following a one hundred five (105) days elimination period.

F. Dental Insurance -

The Township shall provide dental insurance paying 100% of the Basic Dental Services (preventive, diagnostic and emergency palliative) and 50% for the balance of Class I benefits including radiographs. Also the Board will pay for the 50% level of Class II prosthetics. The maximum contract benefit is \$800.00 per



person per contract year for each eligible employee up to full family coverage. (This benefit to begin after contract is ratified and the company can put it into effect.)

- G. Nothing withstanding the provisions of this Article, the terms of any contract or policy issued by the insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters. It is understood that the Employer shall not modify the terms of any insurance policy without written Union authorization.
- H. The Employer, by payment of premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure for an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach of any obligation by either of the two organizations.
- I. Disputes between beneficiaries of an employee in any insurance company shall not be subject to the Grievance Procedure as herein established.
- J. An employee who retires from Commerce Township and has worked at least ten (10) consecutive years with the Township prior to retirement, who is at least sixty (60) years of age, can buy the health insurance in effect, at the group rate, for up to three (3) years after the official retirement date, if they pay the premium in advance of the monthly due date.

## DISCHARGE/SUSPENSION

A suspended or discharged seniority employee will be allowed to discuss his suspension or discharge with the Union President or Vice-President. The Board will allow the discussion before the employees required to leave the Board's property. Nothing contained herein, however, should prevent the Board from requiring the summary removal of the offending employee if it appears that the safety of any person, property or maintenance of order, requires such summary removal. The President or Vice-President will not allow other employees to become involved in the discussion; upon request of the Union, the Board's Designated Representative will discuss the suspension with the Union Representative and the employee.

Grievants protesting the discharge or suspension will commence at Step 2 and must be filed within three (3) working days after the action is taken. Failure to abide by the time limits shall be construed as a waiver, by both the Union and the employee involved on any protest of the action.

If a seniority employee is notified that he will be suspended, the suspension will not take effect, if a timely grievance has been filed, until after the 3rd step of the grievance procedure, unless the Board deems it is necessary to immediately suspend for maintenance of order, safety of person(s) or property.

- D. Any award of back wages shall be limited to the amount of wages that the employee would otherwise have earned minus any payments made by the Board such as unemployment compensation.
- E. The Board has the right to discharge and suspend for cause.
- F. The Board agrees, when suspending or discharging to notify, in writing, the employee and the Union.

## ARTICLE 25

### GRIEVANCE PROCEDURE

#### Definition

A grievance is defined as an employee's claim that their has been a violation of specific Article and Section of this Agreement during the life of this Agreement period. There shall be no stoppage or suspension of work since the grievance may be processed under the terms of this Article. The grievance procedure shall not apply to any matter which is prescribed by any law or state or federal regulation or which the employer is without power to act.

#### Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each step shall be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

#### Step 1 -

An employee with a grievance shall first discuss it with the immediate supervisor within three (3) work days from the time of or knowledge of the incident over which the employee has aggrieved. At the employees option, one Union Representative may be present at this discussion in an attempt to resolve the problem. Any grievance resolved without Union Representation shall not be precedent setting.

If the grievance is not resolved, the matter shall be reduced to writing by the Union and grievant and submitted to the same supervisor. The written grievance must be given to the supervisor within three (3) work days of the time of the informal discussion with the supervisor in order for it to be processed. Within five (5) working days after the presentation of the written grievance, the supervisor shall give a written response to the grievant and the Union.

2. Step 2

In the event the aggrieved employee and/or Union is not satisfied with the disposition of the grievance in Step 1, or in the event that no decision has been rendered within five (5) work days after the presentation of the written grievance, the Union may submit the grievance to the Township Supervisor or Designee within five (5) work days after the receipt of the Step 1 answer. The Township Supervisor or Designee shall sign and date the Union's copy. Within five (5) work days after the Township Supervisor or Designee receives the grievance; a meeting with the aggrieved employee and one Union Representative shall be scheduled in an effort to resolve the grievance. The decision on the grievance shall be rendered within ten (10) work days after receipt of the grievance.

3. Step 3 -

If the grievance is not settled at Step 2, it shall be referred in writing to the Board within ten (10) work days

after the receipt of the Employer's answer to Step 2 by serving a copy of the grievance to the Township Clerk. The Township Clerk shall sign and date the Union's copy of the grievance upon presentation by the grievant and/or Union. The Board shall hold a hearing within thirty (30) calendar days or designate one or more of its members to hold a hearing, or otherwise investigate the grievance or prescribe such other procedure as it may deem appropriate for consideration of the grievance. The Union and grievant shall have an opportunity to present its view at this step if a hearing is held. Within twenty (20) calendar days after the hearing, the Board or representative shall render a written decision with copies to the aggrieved, the Union and the Supervisor.

Step 4 -

If the grievance is not settled at Step 3, Council 25 may, within thirty (30) calendar days after the date of the written decision of Step 3, submit the grievance to arbitration in accordance with American Arbitration Association Rules and Regulations. All arbitration hearings shall be held in the Township.

The Arbitrator shall hear the grievance, if within the Arbitrator's power, it shall render a decision, in writing, within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall be submitted in writing and shall set forth the Arbitrator's findings and conclusions with respect of the issue(s) submitted to arbitration.

C. Powers of the Arbitrator

It shall be the function of the Arbitrator, except as the Arbitrator's power are limited below, after due investigation, to make a decision in cases of alleged violations of the specific Articles and Sections of this Agreement.

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The Arbitrator shall have no power to establish new salary scales, or change the salary of an employee to a salary rate not in this Agreement.
3. The Arbitrator shall have no power to rule on any of the following:
  - a. The termination of services of, or failure to re-employ any probationary employee.
  - b. Placing a probationary employee on additional probation.
  - c. Any matter involving employee evaluation.
4. The Arbitrator shall have no power to change any practice, policy, or rule the Board, nor to substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, or rules. The Arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.

5. In rendering decisions, the Arbitrator shall give due regard to the responsibility of Management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that case is appealed to an Arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an Arbitrator's decision if within the scope of the Arbitrator's authority set forth above. It shall be binding upon the Union, its members, the employee or employees involved, and the Board.
8. The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
9. The Arbitrator may not make an award which, in effect, grants the grievant and/or the Union that which it was unable to secure during collective negotiations.



**D. Miscellaneous**

1. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to proceed to the next Step of the procedure.
2. Failure to file the grievance in writing, as specified in Step 1 or to forward as specified in Step 2 and 3, shall mean the grievance is void.
3. The grievant must be present at any of the Steps where the grievance is to be discussed unless the parties agree to excuse them.
4. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.

## ARTICLE 26

### SPECIAL CONFERENCE

Special conference for important nongrievable matters may be arranged between the union and township supervisor or designee upon written request of one party to another and the consent of the other party. Such meetings shall be between two (2) but not more than three (3) representatives of the Union and the Employer. Conferences shall be held between the hours of 8:30 am and 5:00 pm unless otherwise mutually agreed. Members of the union shall not lose pay for time spent in such special conferences during working hours. This meeting may be attended by a representative of the International Union and may be attended by legal counsel for the Employer.

The Union representatives may meet at a place designated by the employer on the Employers property for not more than one-half (1/2) hour immediately preceding such a conference with the representatives of the Employer, for which a written request has been made.

## ARTICLE 27

### COMMERCE TOWNSHIP-EMPLOYER RIGHTS

- A. It is agreed, that the Commerce Township Board, the Employer, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself all rights which originally vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in, and be exercised exclusively by the Employer, without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. The executive management and administrative control of the Township and as properties, facilities, equipment and the activities of its employees during the employee work hours;
  2. Hire all employees, and, determine the qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and transfer all such employees not in conflict with the specific terms and conditions of this Agreement.
  3. Determine the services, supplies and equipment necessary to continue or discontinue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods and processes of carrying on the work, including automation or changes therein; the

institution of new and/or improved methods or changes therein.

4. Adopt rules and regulations not in conflict with the specific terms and conditions of this Agreement.
5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions, or subdivisions thereof; and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
6. Determine the size of the work force and the management organization, its functions, authority, amount of supervision and table of organization, provided the Employer shall not abridge the right of the employees as specifically provided in this Agreement.
7. Determine the policy affecting the selection, testing or training of employees provided that said determination shall not be in conflict with this Agreement.
8. Determine and re-determine job content.

B. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Township Board under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under those laws are preserved.

C. The listing of specific management's rights in this Agreement is not intended to be, nor shall it be restricted of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Township in the past.

## ARTICLE 26

### SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the employer and the Union. They shall be approved or rejected within a period of up to thirty (30) days following the date they are tentatively agreed to.

## ARTICLE 29

### UNION BULLETIN BOARD

- A. The employer will provide bulletin board space in the Township Hall which may be used by the Union for posting notices of the following types:
1. Notices of Union recreational and social events
  2. Notices of Union elections
  3. Notices of results of Union elections
  4. Notices of Union meetings
- b. The bulletin board shall not be used by the Union for the dissemination of propaganda and among other things, shall not be used for posting of distributing pamphlets dealing with political matters.

## ARTICLE 30

### PERSONNEL RECORDS

While it is, by law, the duty of the Township Supervisor to act as the Personnel Director, the records of each employee are maintained on a daily basis in the Clerk's office. These records are personal and confidential. Should you wish to review your own file, make your request, in writing, to the Township Supervisor.



**ARTICLE 31**

**RESIDENCY**

**There is no residency requirement for employment with the Charter Township of Commerce other than those dictated by Michigan Law, Civil Service or Union Contract.**

**ARTICLE 32**

**WORKERS COMPENSATION**

All Township employees are covered in accordance with the laws of the State of Michigan.

## ARTICLE 33

### PAYROLL PROCEDURES

Employees are paid on a bi-weekly basis every other Friday. In the case of payroll error, the employee should contact his or her department head. In the case of an employee who will be on vacation on a pay day, that employee may receive his or her pay check early, if that salary is earned and falls during that pay period. There will be one (1) week holdback of employee wages to facilitate the payroll process.

**ARTICLE 34**

**PAYROLL DEDUCTIONS**

The following payroll deductions will be made for those deductions required by law, contract, or other deductions as authorized by both the Township Board and the employee.

**ARTICLE 35**

**GARNISHMENTS**

Garnishments are a matter of state law. The Charter Township of Commerce will notify an employee of a wage garnishment.

## ARTICLE 36

### POLITICAL ACTIVITY

The Charter Township of Commerce recognizes the importance of the democratic process and encourages your participation in it. Any political activities an employee chooses to participate in must be done on his or her own time and must not interfere with their Township duties and responsibilities.

## ARTICLE 37

### PERSONAL PHONE CALLS

The administration recognizes there are times when personal phone calls must necessarily be made to and from employees. It is important for all employees to recognize the use of the phone for personal phone calls is a privilege which is not to be abused. Personal calls may be limited by your Supervisor.

**ARTICLE 38**

**EMPLOYMENT OF RELATIVES**

Employees who become relatives (through marriage, etc.) after hire will be allowed to continue employment with the Township but will be required to work in separate departments if possible.



## ARTICLE 39

### GIFTS AND GRATUITIES

The acceptance of gifts for township service is strictly prohibited unless it can be watered, drank, smoked or consumed that work day. The acceptance of money is specifically prohibited.

**ARTICLE 40**

**COMPUTATION OF BENEFITS**

1 hours paid to an employee shall be considered as hours worked for the purpose of computing benefits under this Agreement.

ARTICLE 41

PENSIONS

The Board will continue to fund the current pension plan at the same rate as before this Agreement. The current plan is the "Allocated Retirement Account" from "Manufacturers Life Insurance Company, Group Policy GN75119"

**ARTICLE 42**

**DEFERRED COMPENSATION**

The Employer will continue to allow the employees to participate in the Commerce Deferred Compensation Plan.

## ARTICLE 43

### MISCELLANEOUS

#### A. Rates for New Jobs -

When the Board creates a new position that is determined to be part of this bargaining unit or if it reclassifies an existing position it will negotiate the wages with the Union.

#### B. Call In Pay -

Any employee required to come to work not continuous with their normal work hours, shall receive a minimum of one (1) hour of pay at the appropriate rate of pay.

#### C. Vacation Pay -

1. If possible, an employee on vacation during a pay date can receive that check in advance.
2. Whenever an employee's employment is severed by retirement, layoff or discharge, he will receive pay for any accrued vacation due him. If an employee is recalled or reinstated, he will have those appropriate vacation days deducted from the following years vacation time.

#### D. The Board agrees to provide each employee a copy of this Agreement.

## ARTICLE 44

### NO STRIKE CLAUSE

- A. The Union agrees that it, and the employees it represents, shall not authorize, cause, sanction, condone, engage in, or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379, and/or defined as a sick out, slow down, stoppage, sit in, boycott, work stoppage of any kind, the concerted failure to report for duty, the willful absence of one's position, or the abstinence in whole or in part from the full, faithful, in proper performance of duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment and any other connected or concerted activities having the affect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Charter Township of Commerce.
- B. In the event any such violation of this Article, this Union shall endeavor to return the employees to work as expediently and quickly as possible, by using all the media available.
- C. The Employer shall have the unlimited right of discipline, up to and including discharge, of any employee for taking part in any violation of this Article.

## ARTICLE 45

### WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity 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. Therefore, neither the Employer, nor the Union, for the life of this Agreement, unless by mutual agreement, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE 46

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the Township and Union and constitutes the entire Agreement between the parties. Any amendment, modification or supplemental agreement hereto shall not be binding upon either party unless executed in writing by the parties hereto.



ARTICLE 47

WAGES

1990 - January 1 to December 31

<u>CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MOS.</u>	<u>1 YR.</u>	<u>2 YRS.</u>
Clerk typist	8.51	8.70	8.88	9.07
Secretaries/Appraisers/ Maintenance Worker	10.21	10.50	10.78	11.11
Building Inspector/ Assistant to Assessor	12.60	12.97	13.34	13.72

1991 - January 1 to December 31

Clerk typist	9.04	9.24	9.43	9.63
Secretaries/Appraisers/ Maintenance Worker	10.72	11.03	11.32	11.67
Building Inspector/ Assistant to Assessor	13.23	13.62	14.01	14.41

1992 - January 1 to December 31

Clerk typist	9.54	9.75	9.95	10.16
Secretaries/Appraisers/ Maintenance	11.26	11.58	11.89	12.25
* Building Inspector/ Assistant to Assessor	13.89	14.30	14.71	15.13

\* Building Inspector \$3.00 per day for use of vehicle

Pay levels are determined by length of service in a job classification. Promoted employees shall go to the lowest pay level resulting in a raise in the new classification, there after they will progress through the levels as if they had the applicable time in classification.

## ARTICLE 48

### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 1992.

- A. If either party decides to amend and/or terminate this Agreement, it shall, within sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment and/or termination by either party, on sixty (60) days written notice prior to the current years termination date.
- C. Notice of Termination and/or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to any such address as the Council and Employer make available to each other.
- D. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement. Said amendments shall not become effective until they are reduced to writing and signed by the local or chapter, and Council and the Employer. The Employer agrees to continue all contractual terms and provisions past the expiration date of this Agreement until a new Agreement takes effect.

## **EFFECTIVE DATE**

**This Agreement shall become effective January 1, 1990 thru December 31, 1992 for wages and with the date of ratification for remaining portions of the contract.**

ARTICLE 50

SIGNATURE PAGE

WITNESS WHEREOF, the parties have caused this instrument to be executed on this 9th day of April, 1990.

UNION  
Rich E. Montgomery  
REPRESENTATIVE

EMPLOYER  
Robert H Long STAFF  
SUPERVISOR

Carol A. Beauchamp  
PRESIDENT

Thomas H Jones  
CLERK

Elizabeth Piggott

W. D. Chapman  
TREASURER

Linda M. Phillips

Natasha A. Dyer