

1403

3/31/91

**A G R E E M E N T**  
**THE TOWNSHIP OF GROSSE ILE**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY AND**  
**MUNICIPAL EMPLOYEES, COUNCIL 25, LOCAL**  
**UNION CHAPTER 292**

**APRIL 1, 1989 - MARCH 31, 1991**

*Grosse Ile, Township*

This agreement is entered into on this 15TH day of JUNE  
1990, between the Township of Grosse Ile, Michigan,  
(hereinafter referred to as the Employer) and the local Union  
Chapter of Grosse Ile, Michigan of Local No. 292, affiliated with  
Council 25 of the American Federation of State, County and  
Municipal Employees, AFL-CIO (hereinafter referred to as the  
Union).

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**ARTICLE 1  
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employers, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**ARTICLE 2  
RECOGNITION**

**2.1** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 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 employees including mechanics, building inspector, facility serviceman, maintenance supervisors, billing clerk, secretaries, clerk/secretary, bookkeeper, and all employees of the Department of Public Works of Grosse Ile Township.

**2.2** The following employees are excluded from the bargaining unit: all elected officials, all deputy officials, Township administrator, zoning administrator, executive secretaries, department heads, part-time employees, seasonal employees, and fire and police personnel.

**ARTICLE 3  
AID TO OTHER UNIONS**

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this contract.

**ARTICLE 4  
AGENCY SHOP**

**4.1** Each employee who, on the effective date of the agreement is a member of the union shall sign an authorized dues deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract.

**4.2** Employees who are not members of the Union at the effective date of the agreement, shall, as a condition of employment join the Union within thirty (30) days.

**4.3** Newly hired, transferred or rehired employees shall, as a condition of employment join the Union at the end of thirty (30) days.

**4.4** In the event that an employee does not join the Union and execute an authorization for dues deduction card, as provided in Section 4.1 above, or if a Union member becomes sixty (60) days in arrears in the payment of his/her membership dues/fees, such employee shall, as a condition of continued employment by the Employer, cause to be paid to the Union a sum equal to the dues and assessments referred to in said sub-paragraph 4.1. Such payment shall be in cash or by payroll deduction authorized in the same manners as set forth in sub-paragraph 4.1. If the representation fee is not paid, the Employer, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify the employee that his services shall be discontinued. The employer, and the Union and the employee shall confer prior to enforcing this provision. The refusal of said employee to contribute fairly to the cost of negotiations and the administration of this and subsequent agreements is recognized as a just and reasonable cause for termination of employment.

**4.5** The union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

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4.6 Deductions for any calendar month shall be remitted to the Treasurer of Local 292 of AFSCME. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

4.7 The township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Township fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

4.8 If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

4.9 The employer agrees to deduct the Union membership initiation fees, assessments, and, once each month, dues from the pay of these employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this agreement.

4.10

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

AUTHORIZATION FOR PAYROLL DEDUCTION

By: \_\_\_\_\_  
(PLEASE PRINT) Last Name First Middle

To: THE TOWNSHIP OF GROSSE ILE

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local Union Chapter No. 292, and effective the same date to deduct from my earnings the second (2nd) Payroll Period of each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to Treasurer of Trenton Local 292 of the American Federation of State, County and Municipal Employees.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Street Address

\_\_\_\_\_  
City and State

When Deductions Begin: Check off deductions, under all properly executed authorization for Check-Off of dues forms shall become effective at the time that the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

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**ARTICLE 5**  
**STEWARDS**

**5.1** There shall be two union stewards for the bargaining unit. The stewards shall be full time employees of the Township and members of the unit. One steward shall be a maintenance employee and shall represent all maintenance employees in the unit. The other steward shall be a clerical employee and shall represent all clerical employees in the unit.

**5.2** The stewards and/or chapter chairperson shall be the grievance agents for the Union. It shall be the duty of the stewards to represent the grievant and the Union in all steps of the procedure as set forth in Article 18 of this Agreement.

**5.3** The stewards and/or chapter chairperson during working hours, without loss of pay may in accordance with the terms of this section, investigate and present grievances to the employer, upon having advised their Superintendent or department head of same. The Superintendent or department head will grant permission and provide sufficient time to the steward to leave his/her work for these purposes, not to exceed 8 hours in any one calendar month. The privilege of the steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards and chapter chairperson will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. The Township will not be obligated to pay union representatives for time spent outside of working hours on union business.

**ARTICLE 6**  
**SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the local chapter chairman and the employer or their designated representative upon the request of either party. Such meeting shall be between not more than one (1) representative of the employer and not more than one (1) representative of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent in such special conference. This meeting may be attended by a representative of AFSCME Council 25 or a representative of the International Union with equal representation of Union and Management. The time and place of the conference shall be set by mutual agreement.

**ARTICLE 7**  
**PLEDGE AGAINST DISCRIMINATION**

**7.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**7.2** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**7.3** The employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no unlawful discrimination, interfere, restraint or coercion by the employer or any employer representative against any employee because of union or political membership or because of any activity in an official capacity on behalf of the Union.

**7.4** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.



**ARTICLE 8**  
**SENIORITY AND SENIORITY LIST**

**8.1** New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) day probationary period shall be accumulated in not more than one (1) year. When an employee finishes the probationary period by accumulating ninety (90) days of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. Probationary period may be extended an additional thirty (30) days with the approval of the Union.

**8.2** 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 8.1 of this Agreement, except discharged and disciplined employees for other than Union activity. Seniority shall be on a unit wide basis in accordance with the employee's last date of hire.

**8.3** If two or more employees achieve seniority on the same date, seniority shall be determined alphabetically by surname on the date of appointment.

**8.4** (a) The Seniority list, on the date of this Agreement, will show the names of all employees of the unit entitled to seniority.

(b) The employer will keep the seniority list up to date at all times and will provide the local chapter chairperson with up-to-date copies of the seniority list on request.

**ARTICLE 9**  
**LOSS OF SENIORITY**

**9.1** A seniority employee of the bargaining unit shall lose his seniority for the following reasons only:

(a) He/she quits

(b) He/she is discharged and the discharge is not reversed through the grievance procedure.

(c) He/she is absent for three (3) consecutive working days without notifying the employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In extenuating circumstances exception may be made by the employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) The employee is retired.

(g) The employee is laid off for a continuous period exceeding the length of his/her seniority.

**ARTICLE 10**  
**LAYOFF AND RECALL**

**10.1** The word "layoff" means a reduction in the working force due to a decrease of work and/or financial reasons. Layoff shall be by seniority, least senior employee first. The following procedure will be mandatory:

(a) Part-time temporary or seasonal employees shall be laid off first.

(b) Probationary employees shall be laid off second.

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(c) Full time employees shall be laid off next in the inverse order of their seniority.

10.2 Employees to be laid off for an indefinite period of time will have at least seven (7) working days notice of layoff. The local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

10.3 When the working force is increased after a layoff, employees will be recalled in inverse order according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to notify of his intent to report to work within five (5) days from the date of mailing of notice of recall, he/she shall be considered a quit.

10.4 The Chapter Chairperson shall be the last employee laid off regardless of placement on the seniority list.

ARTICLE 11  
JOB POSTING AND BIDDING

11.1 All job openings in the bargaining unit shall be posted for five (5) days. The posting shall include a job description and the final date for application.

11.2 Interested employees shall apply in writing. Jobs will be awarded to the highest qualified senior bidder.

11.3 During a six (6) month trial period, the employee shall have the right to revert back to his/her former job classification. If the employer is dissatisfied with the employee's performance in the new position within the six (6) month trial period, notice and reasons therefore shall be submitted to the Union by the employer with a copy to said employee. During the trial period the said employee will receive the increased rate of pay for the work he/she is performing. Employees temporarily required to work in a higher classification shall be paid the rate of the higher classification for the entire period of such work.

11.4 When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the Union does not agree the description and rate are proper, the Union shall have the right to request a Special Conference and if the matter is not settled, to submit the matter into grievance procedure at the second step.

11.5 TRANSFERS The employer agrees that in any movement of work, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 12  
VETERANS AND RESERVE ARMED FORCES EMPLOYEES

12.1 The Township and the Union agree to abide by the Military Selective Service Act of 1967, as amended, and with the Armed Forces Reserve Act of 1952, with respect to the employment rights of veterans.

12.2 Employees who are reinstated in accordance with the Universal Military Training Act, as amended and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

12.3 Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township of Grosse Ile when they are on full time active duty in the Reserve or National Guard, provided proof of services and pay is submitted, with a maximum of two (2) weeks per year.



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**ARTICLE 13**  
**LEAVES OF ABSENCE**

**13.1** A regular employee may be granted a leave of absence without pay upon prior written request as recommended by the department head, approved by the Township, subject to the following regulations:

(a) Such leave shall not be granted for more than six (6) months, but may be renewed once upon written application by the employee. Seniority shall continue to accumulate for the duration of any such leave, however seniority accumulated in excess of thirty (30) days will not be utilized toward benefit calculation upon the employees return to work.

(b) An employee granted leave of absence for non-medical reasons shall be restored to his/her position on the expiration of the leave, or if approved by the Township, before the expiration thereof. (Medical leave shall require approval).

(c) In the event the employee's position has been abolished, he/she shall be returned to service in the following manner:

(1) If there is a probational employee or employees serving in a position of the same class in the unit in which the individual was formerly employed, the most recently appointed probational employee shall be separated and the returning employee appointed to the position.

(2) If there is no probational employee in that position in the unit where the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

**13.2** Any member of the bargaining unit may be given a leave of absence to accept an appointed governmental job outside the bargaining unit which leave may be renewable yearly.

**13.3** Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their usual employment with the Employer shall at the written request of the Union, receive a temporary leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. Such leave may be renewed yearly.

**13.4** All leave request shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

**13.5** If an employee obtains a leave of absence under false pretences or continues on leave for a reason other than stated at the time the request is made, the employee will be terminated from his job unless the Township denied the employee the right to return to work prior to the end of a previously granted leave.

**13.6** In no event shall a leave of absence exceed 2 years and a second leave of absence can not start until an employee has been back at work for six (6) months.

**ARTICLE 14**  
**UNION BULLETIN BOARD**

The employer will provide bulletin boards in each location of employment which may be used by the Union for posting notices. The Union shall have exclusive rights to these bulletin boards.

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**ARTICLE 15**  
**WORKING HOURS**

- 15.1** All employees are expected to be at their regularly assigned job at their scheduled starting time.
- 15.2** The regular working day for all maintenance classifications, Building Inspector, Water's Edge Bookkeeper/Manager and Airport Bookkeeper/Manager, shall consist of eight (8) hours per day on regularly scheduled shifts.
- The regular working day for all other employees shall be seven (7) hours per day on regularly scheduled shifts.
- 15.3** The Supervisor will give the necessary time prior to quitting time to wash up.
- 15.4** The regular work week shall consist of a permanent assignment of five (5) consecutive days, Monday through Friday.
- 15.5** Employees will be granted a 15 minute relief period in the morning and one in the afternoon.

**ARTICLE 16**  
**OVERTIME**

- 16.1** All unit employees shall work overtime upon request and approval of their department supervisor.
- 16.2** Management shall equalize overtime as nearly as practical among employees holding like job classifications. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first, and so on down the list to equalize the overtime hours.
- 16.3** For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged at a maximum number of hours of any employee working during that period. On April 1st of each year, the accumulation of hours for all employees will be reduced to zero and the list commenced again with no transfer of accumulated hours from year to year. Employees newly entered in a group as a new hire, a transferred or promoted employee, shall be credited with the highest number of hours of the equalization group which he enters.
- 16.4** Overtime turned down by an employee for any reason shall be charged to that employee at the maximum number of hours of any employee working during that period. The Township in assigning overtime shall ask down the seniority list by each classification necessary to perform overtime work and shall require up the seniority list, least senior employee first, until a full complement of employees is secured. Where an employee agrees to report to overtime work and then fails to report, such absence shall be unexcused unless the employee was unable to work for reasons acceptable to the employer.
- 16.5** Time and One-Half Will Be Paid as Follows: After an employee reports to his/her regular shift and commences work he/she will be guaranteed a regular shift. Any hours worked in excess shall be paid at time and one-half.
- 16.6** Time and one-half will be paid for Saturdays and double time for Sundays and holidays as such, except when a shift starts on a Friday and continues into Saturday, provided that hours in excess of the regularly scheduled shift or regularly scheduled work week will be paid at time and one-half.
- 16.7** Call In Time: Employees called back to work shall be paid a minimum of three (3) hours at the appropriate premium rate.
- 16.8** If employees have to delay their lunch period for more than one (1) hour at the request of the department head or his/her designee, they shall have the option of taking a later lunch or be paid at the rate of time and one-half for the missed lunch period.

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**ARTICLE 17**  
**DISCIPLINE AND DISCHARGE**

**17.1** Verbal discipline will take place in private.

**17.2** Discipline cases that result in a written reprimand shall be in private. The employee may request that representatives of the Union be present.

**17.3** Employees shall not be discharged without just cause.

**17.4** Employees may be suspended for disciplinary reasons. The steward shall be called and the reason for suspension shall be explained in the employee's presence. The first suspension shall not be for more than three (3) days. All suspensions shall be without pay.

**17.5** If a suspension is changed to discharge, the discharge shall not be effective until three (3) days of suspension occur.

**17.6** Discharges must be preceded by suspension of at least three (3) days. A written statement of the reasons for a discharge shall be given to the affected employee and to his/her steward. The employer shall decide, during the aforementioned three (3) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should be given. In the event the affected employee believes that his/her discharge is unjust, the matter may be processed through the grievance procedure starting at the second step thereof, provided he/she filed a written grievance at that step after the date of discharge. In the event it should be decided by the employer or under the grievance procedure, that the employee was unjustly discharged, or excessively disciplined, the employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation if any, shall be the employee's regular rate of pay as of the start of the suspension.

**17.7** In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than twelve (12) months previously.

**ARTICLE 18**  
**GRIEVANCES**

**18.1** A grievance is a complaint by an employee or the Union allegedly caused by a violation, misapplication or misinterpretation of any provision of this Agreement.

**18.2** The grievant or Union representative shall inform the supervisor of the article and section allegedly violated, the date of the event, and the name of the employer's representative involved.

**18.3** Grievances shall be filed within five (5) working days of the event giving rise to the grievance. The parties recognize the need for an orderly grievance procedure and agree to the following steps. In each step the days noted must be followed.

**STEP 1**  
**ORAL DISCUSSION**

**18.4** Any employee having a grievance shall first take up the matter with his/her immediate department head and if so desired, his/her steward. The department head shall attempt to adjust the matter and shall respond to the steward or employee within five (5) working days.

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STEP 2  
WRITTEN PRESENTATION

**18.5** If the grievance has not been settled, it shall be presented in writing by the Union steward or the Union grievance committee to the department head within five (5) days after the supervisor's oral response is due. The Department head shall respond to the Union steward or the grievance committee in writing within five (5) working days.

STEP 3

**18.6** If the grievance still remains unadjusted, it shall be presented by the steward, Union representative, or grievance committee to the Township Administrator or designee within five (5) days after the response of the Department Head is due. The Township Administrator or designee shall respond in writing to the Union steward (with a copy of the response to the local Union chapter chairperson) within fifteen (15) working days.

STEP 4

**18.7** If the grievance is still unsettled, either party by written notice to the other party may request arbitration within fifteen (15) working days after the reply from the Township Administrator or designee. Arbitration shall be conducted by and under the rules of the American Arbitration Association. The power of the arbitrator stems from this agreement and his/her function is to interpret and apply this agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from or modify any of the terms of this agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding upon the employer, the Union and the grievant. The arbitrator shall present to each party a written answer within thirty (30) days of the arbitration hearing. The costs for the arbitrator's services, including his/her expenses, if any, shall be borne equally by the parties. Each party shall pay its own expenses.

**18.8** No grievance shall be processed unless it is presented within five (5) working days of its occurrence. The time limits set forth above in Step 1 through 4 may be extended for good cause shown or mutual consent of the parties. Grievances not answered at any step of the grievance procedure within the time limits for that step will automatically progress to the next step of the procedure; provided that this language shall not be construed as a waiver of the Township's obligation to answer a grievance at any particular step.

ARTICLE 19  
VAGES AND FRINGES

**19.1 HOSPITALIZATION AND MEDICAL INSURANCE.** The present hospitalization and Medical coverage, or equivalent, shall be continued for all unit employees.

(a) All benefits shall be subject to standard provisions set forth in the policy or policies.

(b) Benefits for otherwise eligible employees will become effective on the first day of the calendar month following the 30th calendar day of completion of probationary employment.

(c) When employment and seniority is interrupted by layoffs, discharge, quit, leave of absence or any other reason, all insurance coverage continued only for the balance of the month in which termination occurs, or until the next premium is due, whichever is later, except, as herein specifically provided otherwise.

(d) Should the employer be obligated by law to contribute a governmentally sponsored insurance program, state, national or otherwise, which duplicate the benefits provided by the employer under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the employer shall be permitted to cancel coverage and to escape such double payments; the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental insurance programs.



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(e) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted, and in the event of the policy provides for survivor benefits and there is no eligible survivor, no benefits shall be paid.

(f) At no time will benefits be decreased during the term of this agreement through changing Insurance Policy. The Township will pay the premiums on the Hospitalization and Medical coverage for all employees and their families for the term of this Agreement under the terms of full family coverage in the policy.

**19.2 DENTAL INSURANCE** The employer will pay the full premium for full family coverage as follows (the insurance shall be distributed to members):

- (a) Normal routine service
  - Employee cost 20%
  - Insurance carrier 80%
  - No maximum
- (b) Orthodontic services
  - Employee cost 50%
  - Insurance carrier 50%
  - \$500 Lifetime Maximum (for dependent children only)
- (c) Prosthodontic services
  - Employee cost 50%
  - Insurance carrier 50%
  - \$1,000 maximum, per year per person covered

**19.3 LIFE INSURANCE** The employer agrees to pay the full premium of term life insurance with accidental death and dismemberment in the amount of \$30,000.

**19.4 JURY DUTY** An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Employees shall report for work on those days of the week when, by rule or custom, no jury trials are conducted. If an employee is required to sit on a jury or spend time on a jury panel, such employees shall not be required to report for work on those days he/she sits on such jury or panel. To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate official, listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

**19.5 UNIFORMS** The employer will provide uniforms to employees in maintenance classifications each year as follows:

- 4 shirts
- 4 pants
- 1 light jacket
- 1 heavy jacket
- 2 pair hard toe protective shoes

In addition, after probation, 4 additional shirts and pants will be provided to new employees. Uniforms must be worn while working for the employer. Additional uniforms may be purchased from the employer at cost.

In addition, the employer will provide a lump sum payment of \$425.00 per year, payable on December 1 of each year, to each employee in the maintenance classification for the maintenance of their uniforms.

**19.6 PAYROLL DEDUCTION - CREDIT UNION** The employer will make payroll deductions for the Trenton Governmental Employees Credit Union upon presentation of the proper payroll deduction authorization.



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**19.7 USE OF PERSONAL VEHICLES** An employee will be paid 24.5 cents a mile when using personal vehicles for approved Township business.

**19.8 HOLIDAYS** Employees shall be paid for and shall not be required to work on the following recognized holidays:

- |                    |                           |                    |
|--------------------|---------------------------|--------------------|
| 1. New Year's Day  | 5. Independence Day       | 9. Christmas Eve   |
| 2. President's Day | 6. Labor Day              | 10. Christmas Day  |
| 3. Good Friday     | 7. Thanksgiving Day       | 11. New Year's Eve |
| 4. Memorial Day    | 8. Day after Thanksgiving |                    |

If any of the above holidays fall on Sunday, the following Monday will be considered the holiday. If any of the above holidays fall on Saturday, the Friday preceding will be considered the holiday. If any employee is on vacation or is on paid sick leave, he/she shall receive holiday pay. An employee must work on the scheduled work day before and after the holiday to qualify for the holiday pay.

**19.9 Vacations** Full time employees will earn credit toward vacation with pay in accordance with the following schedule:

1 year	1 week
2-4 years	2 weeks
5-9 years	3 weeks
10 years and up	4 weeks

**19.10 Vacation Bank/Use** An employee will be permitted to establish a vacation bank of earned vacation not to exceed ten (10) days during the first ten years of continuous service and not to exceed twenty (20) days after ten (10) years of continuous service. Vacations shall be accrued and used by the employee on a fiscal year basis.

Vacation requirements are subject to prior approval by a department supervisor. Vacations may be split into one (1) or more weeks or days with prior approval by the department supervisor.

**19.11** When a holiday is observed by the employer on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation. Vacation time must be used as time off work.

**19.12** If an employee is laid off, dies, or retires, he/she or the employee's estate will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credits at the time of layoff for the current calendar year will have such credits deducted from his/her vacation the following year. Employees will be paid their current rate based on their regular work day, be it seven (7) or eight (8) hours, while on vacation and will receive credit for benefits provided for in this Agreement.

**19.13** If a payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation.

**19.14 MEAL ALLOWANCE** When an employee is required to work for four (4) hours or more beyond his/her regular quitting time the employer will pay a meal allowance of \$4.50.

**19.15 PERSONAL BUSINESS DAYS** Employees will be granted four (4) personal business days per fiscal year to be taken with the approval of the immediate supervisor or his/her designee.

**19.16 SEVERANCE PAY** Accrued vacation time will be paid upon severance of employment with the employer except when fired for cause or when an employee does not give at least five (5) days notice of leaving.

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**19.17 PAY RATES** Effective April 1, 1989, the rates will be:

Airport Maintenance Lead	\$ 15.27
Airport Maintenance I	11.77
Airport Maintenance II	9.25
Airport Maintenance III	9.00
Airport Bookkeeper	9.79
Water's Edge Bookkeeper	9.79
Water's Edge Maintenance I	9.87
Water's Edge Maintenance II	9.00
Building Inspector	13.86
Building Permit Clerk	8.76
Treasurer's Office Secretary	8.47
Township Hall Maintenance	9.31
DPW Maintenance Lead	15.69
DPW Maintenance I	13.70
DPW Maintenance II	12.93*
DPW Bookkeeper	10.52
DPW Assistant Bookkeeper	8.47

Effective April 1, 1990 the rates will be:

Airport Maintenance Lead	\$15.88
Airport Maintenance I	12.24
Airport Maintenance II	9.62
Airport Maintenance III	9.36
Airport Bookkeeper	10.18
Water's Edge Bookkeeper	10.18
Water's Edge Maintenance I	10.26
Water's Edge Maintenance II	9.36
Building Inspector	14.41
Building Permit Clerk	9.11
Treasurer's Office Secretary	8.81
Township Hall Maintenance	9.68
DPW Maintenance Lead	16.32
DPW Maintenance I	14.25
DPW Maintenance II	13.45*
DPW Bookkeeper	10.94
DPW Assistant Bookkeeper	8.81

\*This rate will be reduced to \$10.50 following the promotion of the individual currently assigned to this position.

Persons will be assigned to classifications by Department management. Job descriptions will be kept on file in the Department office.

**19.18 SICK LEAVE**

(a) Paid sick leave shall be earned at the rate of one (1) day per month during the fiscal year accumulative to a maximum of 180 days.

(b) Employees on sick leave shall continue to receive all fringe benefits noted in this agreement, and be deemed to be on continued employment.

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(c) Sick leave for seniority employees shall be used for the following reasons: Acute personal illness or incapacity over which the employee has no reasonable control, absence from work because of exposure to contagious disease which according to a physician's statement would constitute danger to the health of other employees by attendance at work.

(d) Time off due to compensable injury shall not be deducted from earned sick leave.

(e) All employees shall accumulate sick leave from the date of hire. Probationary employees shall accumulate sick leave but cannot be paid sick leave.

(f) Employees laid off shall have accumulated sick leave frozen at the time of the layoff. Recalled employees shall have frozen sick leave available upon return to work.

(g) An employee using paid sick leave on a scheduled holiday will be paid for the holiday. Employees cannot be paid for both on the same day, nor will he be charged for a sick day.

(h) An employee who transfers from one department to another shall transfer any unused sick leave.

(i) Upon retirement, the employer will pay to an employee an amount equal to one-half (1/2) of an accumulated sick time bank at the current daily rate with a maximum payout equal to 45 days pay for the period April 1, 1987 through March 31, 1988 and a maximum of 60 days pay thereafter. If death occurs while the employee is still a full time employee of the Township, the employer will pay off the full amount of the accumulated sick time bank at the current daily rate, up to a maximum of 180 days, to the spouse or estate of the employee. An amount equal to one-fourth (1/4) of the accumulated sick time bank, up to a maximum equal to 45 days pay at the current daily rate, will be paid to the employee who resigns after 5 years of service. An employee who is discharged or an employee who resigns prior to five (5) years of service shall forfeit his/her rights to the accumulated sick time bank and receive no payout from the employer.

(j) After three (3) days absence, the employee may be required by the employer to produce evidence in the form of a medical certificate or otherwise to the adequacy of the reason for the time for which sick leave was granted.

(k) Leaves requested due to illness must be accompanied by a medical doctor's certificate stating that the employee is unable to work and stating the reason. The employer may require further medical reports from time to time on all sick leaves in excess of six (6) months. The employee may be examined by a Township appointed medical doctor.

(l) Any seniority employee who worked the year from April 1 to March 31 and does not take any sick leave shall be granted an additional three (3) days vacation.

(m) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, or are members of the Reserve and are called to active duty, or enlist in the Armed Forces during a National Emergency shall have accumulated sick leave frozen. Employees returning to active employment at the Township of Grosse Ile shall have frozen accumulated sick leave credited to them if they return to work within ninety (90) days of discharge or release from the Armed Forces.

**19.19 FUNERAL LEAVE:** An employee shall be allowed three (3) working days for local funeral leave and five (5) days for funerals 300 miles or more from home, not to be deducted from sick leave, for a death in the immediate family. Probationary employees shall be granted the same leave, but without pay.

(a) Immediate Family is to Be Defined as Follows: Mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, aunt, uncle, or a member of the employee's household. If a death occurs among the relatives of an employee, the employee shall be granted one (1) day's pay, not to be deducted from sick leave.

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(b) Definition of Relatives: Relatives are defined as grandson, granddaughter, brother-in-law, and sister-in-law. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

**19.20 RETIREMENT** Employees shall be covered by the Michigan Municipal Employees Retirement Act, Plan C-1. The employer will pay the retirement contribution for each employee. Additionally, the Employer and Union will form a joint committee to study the cost and feasibility of up-grading the present retirement plan. The Committee would have five members, two selected by the Employer, two by the Union, and a fifth member to be solicited, agreed upon, and appointed by the four other committee members. The Committee would be charged with studying the option to the present plan, including upgrades to the MERS Plan C-1 presently in effect, as well as such other and further options as the Committee members believe to be worthy of consideration. The Committee shall meet on a monthly basis and develop a written report to present to the Township Board on or before July 1, 1990.

**19.21 COST OF LIVING** A cost of living allowance will be determined with changes in the Consumer Price Index, United States City average for urban wage earners and clerical workers, revised, with the established base 1967 equals 100 as published by the Bureau of Labor Statistics, United States Department of Labor and hereinafter referred to as the BLS Consumer Price Index.

Beginning with the BLS Index of 330.4 as a basis, the rates will be adjusted up or down as shown by the Index each three (3) months: January, April, July and October. The amount of the cost of living allowance that shall be effective for any quarterly period shall be determined in accordance with the following table: allowing one (1) cent adjustment for each 0.4 change in the index.

The accumulation shall be capped at a maximum of 35 cents for the duration of the agreement. Change in rates will become effective at the beginning of the first pay period following receipt of official report of the Consumer's Price Index by the Dept. of Labor.

The amount of any cost of living allowance in effect shall be included in computing overtime in premium, vacation and holiday pay. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

**19.21A** There will be no COLA paid, and the cost of living allowance provision written above in this labor agreement, is suspended for the term of this agreement.

**19.22 OPTICAL PLAN** Effective April 1, 1986, the Employer shall provide for the Employees, and their immediate family, an optical plan known as Vision Service Plan, plan "C" with \$10.00 deductible, or its equivalent. Premiums shall be paid by the employer.

**19.23 PAYMENT** \$400.00 will be paid to all bargaining unit employees no later than four (4) weeks after the ratification of this agreement.

**ARTICLE 20**  
**NO STRIKE**

During the life of this agreement, there shall be no strikes.

**ARTICLE 21**  
**TEMPORARY EMPLOYEES**

With respect to the hiring of temporary employees (seasonal employees excepted) it is agreed that in no case will the period of employment of these temporary employees exceed ninety (90) days. Temporary employees may not be re-hired until six (6) months after their last working lay-off day.



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**ARTICLE 22**  
**MANAGEMENT RIGHTS**

**22.1** The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law, the Constitution of the State of Michigan and the Constitution of the United States and all amendments made thereto and conferred upon and vested in it by virtue of any ordinances or resolutions passed by the elected officials of the Township not in conflict with the express provisions of this Collective Bargaining Agreement.

**22.2** The Township further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by employers, except such as are specifically and expressly relinquished in this agreement, including but without limiting the generality of the foregoing, the right

7 (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment used, and the discontinuance of any services, materials or methods of operation.

(b) To introduce new equipment and methods, to change or eliminate existing equipment, to institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

(c) To construct new facilities or to improve existing facilities.

(d) To determine the size of the work force and to increase or decrease its size.

(e) To hire, assign and lay off employees, to reduce the work week or the work days or effect a reduction in hours worked by combining lay offs and reductions in work week or work days except as is expressly limited by express provisions of this collective bargaining agreement.

(f) To direct the work force, assign work and determine the number of employees assigned to the operation.

(g) To contract for any or all work services or for the construction of new facilities or the improvement of existing facilities.

(h) To establish, change, combine or discontinue job classifications and prescribe and assign duties.

(i) To determine lunch periods, rest periods, the starting and quitting time, the number of hours to be worked except as such are expressly limited by express provisions contained within this collective bargaining agreement.

(j) To establish work schedules.

(k) To discipline and discharge employee for just cause as determined by the Township in the manner as provided for in this agreement.

(l) To adopt, revise and enforce working rules and to carry out cost and general improvement programs.

(m) To promote and demote employees from one classification department to another.

(n) To select employees for positions and determine the qualifications and competency of employees to perform available work. The Township agrees that the rights of the Union are specifically and expressly set forth in this agreement and that all subjects not specifically expressed or listed in this agreement are retained by the Township.

**ARTICLE 23**  
**SAVINGS CLAUSE**

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE 24**  
**TERMINATION AND MODIFICATION**

**24.1** This agreement shall be retroactive to and commence effective April 1, 1989 and shall terminate 12:01 AM, April 1, 1991.

**24.2** If either party desires to terminate this agreement, it shall, ninety (90) days prior to the termination date, give



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written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice or termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year's termination date.

24.3 If either party desires to modify or change this agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given, in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

24.4 Notice of Termination of Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, to AFSCME, Council 25, 23855 Northwestern Hwy., Southfield, Michigan, 48075.

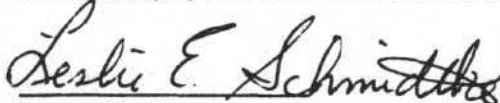
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Signature Page

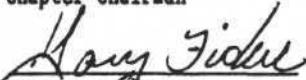
In witness therefore: The Grosse Ile Chapter of Local 292, Council 25, American Federation of State, County and Municipal Employees having ratified this agreement at a legally called meeting of the membership on the day of \_\_\_\_\_ at which meeting a quorum was present according to its bylaws and the Township of Grosse Ile Board of Trustees, having ratified this Agreement at a legally called meeting of the Board of Trustees on the ninth day of April, 1990 at which a quorum was present according to its bylaws, have caused this instrument to be executed on the ninth day of April, 1990.

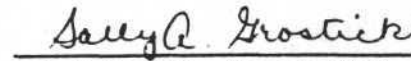
**Grosse Ile Chapter**  
American Federation of State, County and  
Municipal Employees AFL-CIO Local 292 Council 25


**Township of Grosse Ile**

  
Chapter Chairman

  
Bruce F. Sells - Township Supervisor

  
Chapter Secretary

  
Sally A. Grostick - Township Clerk

  
Council 25 Representative  
AFSCME