

5/31/84

AGREEMENT

Between

BEDFORD TOWNSHIP
(Monroe County)

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 79, AFL-CIO

TERM: June 1, 1982

Through May 31, 1984

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AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 19 82, by and between BEDFORD TOWNSHIP, hereinafter referred to as the "Employer", and the SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL #79, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT

It is recognized that the parties are desirous of establishing the harmonious relationship for the purpose of promoting the best interests of both parties, and for the purpose of defining their mutual rights and objectives, agree as follows:

ARTICLE 1. Recognition

The Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement of all employees of the Employer in the bargaining unit described below:

All full-time and regular part-time office clerical employees;

Excluding: Elected officials, supervisory employees, confidential employees, department heads, seasonal and temporary employees, Comptroller, Assessor, employees covered under the Teamsters contract, and all other employees.

ARTICLE 2. Non-Discrimination

The parties shall not discriminate for any reason including race, color, sex, religion, political belief, Union activity, creed, national origin, marital status, age or health conditions which are unrelated to the job assignments which the employee will be expected to perform.

ARTICLE 3. Captions

The captions used in each section of this Agreement are for identification purposes only.

ARTICLE 4. Gender

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5. Management Rights

Section 1. The Union agrees that the Employer is charged with certain duties, authority and responsibilities, by the laws and constitution of the State of Michigan and of the United States which it must assume. Nothing contained herein, either expressed or implied, shall abridge or abrogate such duties or rights to carry out the responsibilities of the Employer. It is agreed that other responsibilities of the Employer, including those delegated by the Employer, are recognized.

Section 2. The Employer retains the right to manage and operate its business. Among the rights of management is, to determine all matters pertaining to the services to be furnished and the methods, procedures, means,

equipment and machines; to establish classifications of work; to determine the nature and number of departments to be operated and their location; to direct and control operations; to establish and up-date reasonable work rules, policies and procedures; discontinuance of any service or introduction of new equipment or supplies used and purchased; determine the size of the work force; lunch and rest periods; starting and quitting times; establish work schedules and carry out ordinary functions of Management.

ARTICLE 6. Union Representation

Section 1. Bargaining unit employees shall be represented by one (1) steward who will be chosen in a manner to be determined by the Union. An alternate steward may be chosen by the Union to represent the employees only in the absence of the steward.

Section 2. The Union shall designate to the Employer, in writing, the names of the steward and alternate steward and the Employer shall not be required to deal with any employees other than the ones so designated.

Section 3. The steward shall be allowed to investigate and process grievances during working hours without loss of time or pay. If the steward abuses this privilege she shall be subject to disciplinary action. The steward shall receive permission from her immediate supervisor before she leaves the work area. Upon completion of her investigation and/or processing the grievance, she shall report back to her work area as soon as possible.

Section 4. Whenever possible, (1) employee, selected by the bargaining unit, shall represent the employees during contract negotiations without pay, provided she shall suffer no loss of any other benefits. She shall be designated as Bargaining Chairman and shall be certified in writing to the Employer.

Section 5. Stewards and the Bargaining Chairman shall be bargaining unit employees.

ARTICLE 7. Agency Shop

Section 1. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's dues, or shall pay an agency fee equal to Union dues.

Section 2. Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

(a) The Union has notified her by certified letter addressed to her address last known to the Union spelling out that she is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, she will be reported to the Employer for termination from employment as provided herein, and,

(b) The Union has furnished the Employer with written proof that the foregoing procedure has been followed or has supplied the Township with a written demand before that employee will be discharged for failure to conform to the provisions of this Article.

Section 3. All employees as a condition of continuing employment, must become and remain Union members or start payment of agency fees on the effective date of the Agreement or (30) days following the first day of employment, whichever is later.

ARTICLE 8. Check Off/Dues Deduction

Section 1. During the life of this Agreement, the Employer will deduct from the first pay of each month dues, initiation and special assessments, and agency fees, provided that at the time of such deduction there is in the possession of the Employer a written authorization, executed by the employee.

Section 2. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 3. The Union will furnish the Employer with a check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to the check-off lists furnished by the Union the names, addresses, social security numbers and dates of hire of any employees whose names do not appear on the check-off lists furnished by the Union. One copy of the check-off lists furnished by the Union shall be returned with the stipulated amount and the additional amounts due for the added employees to the Union prior to the fifteenth (15) of the month in which the deductions are made.

Section 4. In the event the Employer acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer and its representatives against any and all claims, demands, suits, expenses, or other forms of liability whatsoever that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 9. Seniority

Section 1. Township-wide seniority shall be from the employee's last date of hire, provided the employee has completed her probationary period.

Section 2. Classification seniority shall be from the date that the employee entered her classification and include all time worked in said classification.

Section 3. The seniority list on the date this Agreement is signed shall include the following: employee's name, classification, pay rate, date of hire (Township-wide seniority), and date employee entered current classification (classification seniority). A copy of this list shall be provided to the Union.

Section 4. Seniority does not accumulate when an employee is off for more than one (1) month, except as provided for in this Agreement.

Section 5. The steward shall be granted super-seniority for purposes of lay-off and rehire, providing she has the ability and qualifications to perform the work.

Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to a classification outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one held at the time of her promotion and she shall maintain the seniority rank she had at the time of her promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary lay-offs.

ARTICLE 10. Loss of Seniority

An employee's seniority and employment shall terminate if:

1. The employee quits, or

2. the employee is discharged, or
3. the employee fails to give notice of her intent to return to work within three (3) working days and/or fails to report for work within five (5) calendar days after issuance of the Employer's notice of recall by certified mail to the last-known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
4. the employee is absent from work for two (2) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
5. the employee gives a false reason in requesting a leave of absence, or
6. the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
7. a settlement with the employee has been made for total disability, or
8. the employee is retired, or
9. the employee, who has successfully completed the probationary period, is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of their employment or one (1) year, whichever occurs later, or
10. the employee falsified pertinent information on their application for employment.

ARTICLE 11. Grievance Procedure

Section 1. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee, in the bargaining unit.

The Union shall have the right to file a group grievance involving more than an employee for processing at the third (3rd) step of the grievance

procedure set forth below.

Days shall be Monday, Tuesday, Wednesday, Thursday and Friday excluding Holidays.

First: An employee having a grievance shall present it to his/her immediate supervisor, the steward shall be present if requested. The immediate supervisor shall give his/her answer within five (5) working days. If satisfactory settlement is not reached;

Second: The employee having a grievance shall reduce it to writing and file a copy with the Employer and the Union, within seven (7) working days of the event upon which it is based. The employee and steward shall attempt to settle the grievance with the Township supervisor. The supervisor shall give his/her written answer within seven (7) working days of the meeting. If satisfactory settlement is not reached;

Third: The Township supervisor will arrange a meeting of the Township Labor Relations Committee. The committee will be selected in the following manner:

one member appointed by the Township,
one member appointed by the Union,
one member appointed by mutual agreement of both parties.

The supervisor involved in the grievance shall not be selected as a member of the committee, nor shall the grievant. The recommendations of the Committee shall be reduced to writing within ten (10) working days of the meeting and submitted to both the Employer and the Union. If satisfactory settlement is not reached;

Fourth: Either party may request arbitration. The arbitrator may be selected by mutual agreement between the Township and the Union. If agreement is not reached in five (5) working days of receipt of request for arbitration, the services of the American Arbitration Association may be

requested.

Section 2. The arbitrator's fees, travel expenses and fees from the American Arbitration Association shall be borne equally by both the Union and the Township. The expenses of witnesses shall be borne by the party calling same.

Section 3. The decision of the arbitrator shall be final and binding and the award of the arbitrator shall be enforceable as agreement of the parties in any court having hearing jurisdiction therefore.

Section 4. A grievance concerning a discharge, suspension or layoff may be initiated at step 3 within seven (7) working days as set forth in step 2.

Section 5. The Employer shall provide the Union with the names of all supervisors to whom grievances are to be directed and shall update such list upon change.

Section 6. Time limits may be extended by mutual consent.

Section 7. Grievances shall be processed from one step to the next timely, failure to do so shall result in the grievance being resolved at the other parties last requested disposition.

Section 8. The grievance procedure shall not apply to the retirement plan or any insurance programs unless the grievance is against the Employer.

Section 9. All grievances must be signed and dated indicating the article(s) that have been violated. All grievances must be filed within seven (7) working days of the occurrence giving rise to the grievance or the employees knowledge thereof.

Section 10. In the event either party desires more than the basic finding of the arbitrator, such as a transcript, the cost shall be borne by the requesting party.

Section 11. All claims for back wages shall be less any unemployment compensation the employee may have received.

Section 12. Whenever possible, any employee who is allegedly aggrieved shall be afforded Union representation at the time they are aggrieved.

Section 13. When an employee receives written discipline which is affixed to the employee personnel records, the steward will be promptly notified in writing of same.

Section 14. The arbitrator shall have no power to add to any of the terms of this Agreement or any supplemental agreement reached by the parties.

Section 15. The award of the arbitrator shall be based on evidence presented at the arbitration hearing and not new evidence presented after the conclusion of the hearing.

ARTICLE 12. No Lockouts/No Strikes

Section 1. During the term of this Agreement, the Employer agrees not to lock-out any of its employees

Section 2. Under no circumstances will the Union cause its members, nor will any member of the bargaining unit take part in any strike, sit down or slow down of work during the term of this Agreement.

In the event of a work stoppage, picketing or concerted curtailment, during the term of this Agreement, the Union will immediately declare such

work stoppage to be illegal and order said employees, in writing, to stop said conduct and resume work.

An employee who willfully violates this section shall have no recourse through the arbitration or grievance procedure contained within this Agreement.

ARTICLE 13. Discharge and Discipline

Section 1. The right to discharge, suspend, or discipline employees for just cause shall remain at the discretion of the Employer. Discharge suspension or discipline must be by proper written notice to the employee and the Union.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss their discharge, suspension or discipline with their steward; and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge, suspension, or discipline with the employee and the steward.

Section 3. Should the discharged, suspended, or disciplined, employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented in accordance with the grievance procedure here with contained.

ARTICLE 14. Probationary Employees

Section 1. New employees hired into the unit shall be considered as probationary employees for the first thirty (30) days of their employment. When an employee completes the probationary period they shall rank, from their date of hire, on the seniority list.

The Employer retains the right to extend the aforementioned period by an additional thirty (30) days for further examination provided a letter is given to the affected employee indicating the reason for extension.

Section 2. The Union shall have the right to represent probationary employees for the purpose of establishing rates of pay and hours of employment only.

ARTICLE 15. Classification Of Employees

Section 1. Full-time: Employed for thirty-seven and one-half (37½) hours per week on a regular basis. Effective June 1, 1983, full-time employees shall be employed for forty (40) hours per week. No employee shall be designated full-time except by the Employer.

Section 2. Part-time: Employed for less hours per week than a full-time employee, on a regular basis.

Section 3. Part-time employees shall receive the wage rate for the respective job classification.

Section 4. At the time of hire part-time employees shall be regularly scheduled for a given number of hours per week.

(a) In the event of vacancies, qualified part-time employees shall be afforded the opportunity to become full-time employees before a new employee is hired.

(b) If a part-time employee become a full-time employee the number of hours he/she has actually worked shall be computed to determine their place on the full-time seniority list.

ARTICLE 16. Layoff and Recall

Section 1. In the event of a reduction in the work force within a job classification probationary employees therein shall be laid off first, then permanent part-time employees within the classification in accordance with their seniority, and then permanent full-time employees within the classification in accordance with their seniority; provided the employees who are retained are capable of doing the available work as scheduled and do it satisfactorily so as to make such method of layoff practicable. An employee who is to be laid off shall receive written notice at least two (2) weeks in advance of the date on which the layoff is to take effect, except as applicable under the disciplinary provisions.

Section 2. In the event of an increase in the work force within a job classification, employees with seniority therein who are on layoff shall be recalled in accordance with their seniority and in the reverse order of layoff; provided they are capable of doing the available work as scheduled, before new employees are hired in that classification, and before any other employees are transferred thereto. Employees shall be notified of recall by certified mail and shall be given five (5) days from the postmark date to return to work.

Section 3. Employees laid off shall not be entitled to any of the economic benefits of this Agreement unless indicated to the contrary.

ARTICLE 17. New Job Classification

The Employer shall give the Union written notice of its intention to establish any new classification to be included in the bargaining unit defined in Article I. Upon receipt of said notice, the parties will immediately negotiate the wage rate therefore, and upon reaching an agreement as to said wage rate, the new classification and wage rate therefore, will be incorporated in this Agreement and made a part hereof. If agreement is not reached, either party may submit the matter for advisory arbitration. If agreement is not reached after the issuance of the advisory arbitration decision, the

classification and wage rate proposed by the Employer shall be made effective and be subject to negotiation at the next contract termination date.

ARTICLE 18. Job Opportunities

Section 1. Any employee who wishes to apply for any new classification shall be afforded the opportunity to do so.

- (a) Notices shall be posted informing the employees of the above-described opportunities and said employees may apply for same, and shall be given such training as may be necessary to qualify, before new employees are hired to fill such positions.
- (b) In the event that more employees apply than are positions available, seniority shall govern the choice of those to be afforded the first opportunity. Those remaining shall be placed on a waiting list in accordance with their seniority.
- (c) In the event that two (2) or more employees with the same seniority apply for a single new job opportunity, ability to perform may be considered.
- (d) In the event that a seniority employee is unable to perform in the upgraded or new position after being given the necessary training, he or she may return to his/her previous classification without loss of seniority or any other contract benefits.
- (e) As new opportunities occur, they shall be posted for application as above, and the employees remaining on the waiting list (subsection b.) shall be afforded first consideration.

Section 2. The opportunity to transfer from one department to another department where the same rate of pay exists in the transfer shall be granted to any employee who applies for same whenever a vacancy exists.

ARTICLE 19. Work Rules

The Employer reserves the right to publish and enforce from time to time reasonable work rules, policies and regulations not in conflict with this Agreement.

ARTICLE 20. Reporting For Work/Time Records

Section 1. Employees not reporting for work shall **notify** their supervisor within one (1) hour of their starting time, and shall advise him as to the reason for their inability to work, unless circumstances prevent the employee from doing so, in which case, the employee shall notify the Employer as soon as possible. Failure to report for work without reasonable cause and/or failure to advise the supervisor of suitable reasons for inability to work may constitute grounds for disciplinary action.

Section 2. Time Records: All clerical employees shall clock in on time clocks at the beginning of the work day and clock out at the conclusion of work. They shall also clock out at the beginning of the lunch period and clock in at the end of the lunch period. Payment shall be made only for actual time worked during regular working hours or on authorized over-time. All overtime shall be approved by the Township Supervisor. In the absence of the Supervisor, the Clerk shall approve the overtime. In the Supervisor's and Clerk's absence, the Township Treasurer shall approve the overtime.

ARTICLE 21. Work Day And Work Week

Section 1. The normal work day for regular full-time employees shall be eight (8) hours per day with seven and one-half (7½) hours of pay. The eight (8) hour day includes a one (1) hour meal period, 30 minutes with pay and 30 minutes without pay. The two (2) thirty (30) minute lunch periods shall be consecutive. Effective June 1, 1983, the normal work day for regular full-time employees shall be eight (8) hours per day with eight (8) hours of pay. The eight hour day includes a one (1) hour paid meal period.

The normal workweek for regular full-time employees shall consist of five (5) work days, Monday through Friday. This Article shall not be construed as a guarantee of any number of hours of work per day, or per week.

Nothing shall restrict the Employer from scheduling and assigning over-time and the employees may be required to work such overtime unless excused.

Section 2. The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules, and shall normally be between 9:00 A.M. and 5:00 P.M.

Section 3. All employees working a full work day shall be allowed two (2) fifteen (15) minute rest periods during the working day.

ARTICLE 22. Overtime

It is agreed that overtime worked beyond the normal work week as defined in Article 21., Section 1., or beyond the normal work day as defined in Article 21., Section 1., shall be paid at a wage rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate. If personal time off the job is involved, overtime shall not commence until this time is made up. Time worked shall include holidays, jury duty, bereavement, sick time, vacation and overtime.

(a) Overtime must be authorized by the Employer and must be so noted on the time card. If an employee works beyond the normal work week or the normal work day, with the approval of the Employer, they shall be paid for such excess hours at time and one-half ($1\frac{1}{2}$) their current straight time hourly rate.

(b) To the extent feasible, the Employer will share overtime equally among employees in the bargaining unit. It is understood that the least senior employees must take the assignment. An employee reporting for call-in assignments, outside regular working hours, shall be paid for a minimum of two (2) hours at the rate of one and one-half ($1\frac{1}{2}$) times her hourly rate, or for all hours actually worked, whichever is greater.

(c) Overtime rate shall not be pyramided or compounded.

(d) Overtime List: Any regular full-time employee wanting to work

unscheduled overtime shall sign an overtime list at the beginning of each month and the Employer shall not be required to use the seniority list other than for the employees who signed the overtime list.

Employees who sign the overtime list shall keep themselves available. Failure to work overtime when called two (2) consecutive times may result in the employee's name being removed from the overtime list.

ARTICLE 23. Leaves

Section 1. Personal Leaves Of Absence:

(a) Any employee who has completed her probationary period may be granted unpaid leave of absence by the Employer for any reason which is acceptable to the Employer; provided, her services can be spared.

Except as hereinafter provided, no leave shall exceed three (3) calendar months during any one (1) year, but the Employer may grant one (1) or more extensions of a leave upon the employee's request, at the Employer's sole discretion, for acceptable reasons.

(b) Request for a leave shall be made in writing, signed by the employee, to her immediate supervisor, and shall state the reasons for the request.

Leaves of absence, if granted, shall be in writing, and shall require approval by the employee's supervisor.

Section 2. Sick Leave: A permanent employee who has completed her probationary period shall be granted a noncompensable leave of absence by the Employer if she becomes ill or injured and unable to work, provided her claim thereof is supported by satisfactory evidence. Such leave shall be for the duration of her inability to work, but not to exceed one (1) year, unless such one (1) year period is extended by the Employer upon the employee's request for good and sufficient cause. Upon her return to work from such leave, the employee shall furnish the Employer with acceptable proof of her fitness for work. The Employer, if it questions the certificate of the employee's physician may have the employee examined by a physician of the Employer's choice.

Section 3. Maternity Leave:

(a) A leave of absence without pay for childbirth shall be granted to an employee who has successfully completed their probationary period. The Employee cannot return to work until they provide the Employer with a medical statement verifying to do same.

(b) An employee shall be informed, at the time they request such leave, the date at which their current Employer paid health insurance will cease. The Employer will extend to the employee the right to self sponsorship of the current health insurance programs.

Section 4. In the event of any emergency, (emergency shall be defined for the purpose of this section as an act of God beyond the control of the employee requiring the employee's absence from work), an employee who has successfully completed the probationary period shall be granted up to a thirty (30) day leave without pay. Such leaves may be extended in thirty (30) day periods or less upon mutual consent.

Section 5. Military Leave:

A permanent full-time employee will be granted military leave for a period not to exceed two (2) weeks in any calendar year for the purpose of attending summer camp or cruises while serving an obligated period of duty with the National Guard or a Reserve Unit. Military leave will be in addition to earned vacation time. The Employer will pay any deficiency in the military pay received for the two (2) weeks period from the amount the employee would have received, based upon his average weekly straight time earnings, computed from his pay over the previous six (6) months.

Section 6. Educational Leave:

(a) Upon written application, a full-time employee, after one (1) year of employment, may be granted a leave of absence, without pay, to pursue a full-time education program in an employment related field, for a period up to twelve (12) months.

(b) The request for education leave must be submitted at least two (2) weeks in advance and a copy of the employee's program must be attached.

(c) One continuous leave of absence for such education will be granted for a period not to exceed twelve (12) months, subject to the conditions of this Agreement. Additional leaves of absence may be granted, at the option of the Employer. During such authorized leaves of absence, seniority will be frozen, and will neither accumulate nor be lost. There shall be no accumulation of any benefits.

Section 7. Court Leave:

(a) Any employee who is subpoenaed as the result of an on-duty accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

(b) Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and her regular pay for the time spent on actual jury duty, provided proof of jury duty is submitted.

ARTICLE 24. Bereavement Pay

Section 1. Only full-time employees shall be eligible for bereavement pay.

Section 2. An employee will be paid for three (3) days absence in the case of death in his/her immediate family (immediate family means father, mother, sister, brother, child, wife, husband, mother-in-law, father-in-law, grandparents or grandchildren. This is in addition to vacation and sick leave time.

ARTICLE 25. Inclement Weather Days

Section 1. On extremely hazardous driving days, employees will be given a maximum of one-half (1/2) hour lee-way to report to work before being docked. Any additional lee-way time will be granted at the discretion of the Township Supervisor.

Section 2. If inclement weather would cause the Township Hall to be closed completely, employees will be paid their regular daily rate of pay, with the approval of the Township Board. Should an employee be called in to work on one of these such days, the employee will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for the hours actually worked.

ARTICLE 26. Sick-Days

After an employee has been continuously employed for a period of thirty (30) work days, one (1) day per calendar month sick leave with pay shall be allowed to such employee, with a maximum accumulation of sixty (60) days.

An employee must work at least fifteen (15) days in a calendar month, or draw vacation pay for fifteen (15) days in a calendar month to be entitled to the one (1) day per month credit for sick leave.

All regular full-time employees asking for credit for sick leave must notify the officer to whom the employee is responsible by phone or messenger one (1) hour before the start of the day for which credit is asked if possible.

Section 1. No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence or paid sick leave, nor will sick leave credits accumulate during layoff. When a laid-off employee returns to work, her previous sick leave shall be placed to her credit.

Section 2. Sick leave may not be used for vacations but shall be available for use by employees in the bargaining unit for the following purposes:

- (a) Personal illness
- (b) When an employee is taken ill on the job.
- (c) As specified in Section 9. of this Article.

Section 3. When an employee is absent due to illness the employee may be required to submit a medical certificate stating their ability to return to work without limitations or restrictions. In the event the employee does not furnish said certificate, sick leave pay will be denied.

Section 4. An employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that she is physically

able to return to work without limitations or restrictions.

Section 5. An employee using paid sick leave during the holiday qualification period will be paid for such holiday.

Section 6. No employee may draw more than ten (10) days of paid sick leave during a two (2) week period.

Section 7. Employees who, after they have exhausted their accumulated sick leave, do not request a leave of absence, as provided under the leave Article provided in this contract, shall be separated from their employment with the Employer.

Section 8. Sick pay shall be at the regular daily rate for days necessarily absent from work for reasons of health or personal business.

Section 9. Employees may use up to three (3) paid sick days per calendar year for personal business upon seventy-two (72) hours advance notice given to the Employer.

Section 10. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full week, five (5) days, after the accident without drawing on his/her sick leave credits, for any injury, but shall not be allowed on reoccurrence of previous injury. Upon returning to work the employee shall present a doctors statement indicating their ability to return.

Section 11. Employees may utilize sick leave credits accrued, in order to supplement their average weekly earnings while collecting Worker's Compensation.

ARTICLE 27. Vacations

Section 1. Regular full-time and regular part-time employees shall be eligible for paid vacations.

Section 2. Length of vacation shall be as follows:

(a) Employees who have completed one (1) year of service from date of hire shall be granted one (1) week, or five (5) days, vacation without loss of pay, to be taken in the twelve (12) months next following the anniversary of the employee's date of hire.

(b) Employees who have completed two (2) years of service shall be

granted two (2) weeks, or ten (10) days, vacation without loss of pay.

(c) Employees who have completed five (5) years of service shall be granted three (3) weeks, or fifteen (15) days, vacation without loss of pay.

(d) Employees who have completed ten (10) years of service shall be granted four (4) weeks, or twenty (20) days, vacation without loss of pay.

Section 3. Vacations shall be scheduled at times authorized by the officer to whom the employee is responsible, subject to the approval of the Township Supervisor.

Section 4. Minimum length of vacation time shall be determined by the Township Supervisor.

Section 5. Vacation pay may not be taken in lieu of time off.

Section 6. Part-time employees shall receive pro-rata share of vacation days as their annual work bear to one thousand six hundred (1600) hours.

Section 7. A vacation day shall be defined as a day's pay and a vacation week shall be defined as seven (7) consecutive days with five (5) days' pay.

Section 8. Upon request of the employee and after exhausting the employee's sick bank, vacation may be transferred and used as sick leave for extended illness or injury pursuant to Article XXVI. of this Agreement.

ARTICLE 28. Holidays

Section 1. Holidays granted and eligibility:

The following shall be considered holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday ($\frac{1}{2}$ day-afternoon)	December 24th
Memorial Day	Christmas Day
Fourth of July	December 31st
Labor Day	

(a) To be eligible, employees must work full-time and have obtained seniority on the date the holiday occurs.

- (b) The employee must work, in full, her regularly scheduled straight time work day prior to the holiday and her regularly scheduled straight time work day following the holiday.
- (c) If a permanent full-time employee is scheduled to work on a holiday, but fails to work, she will not be paid for that holiday, unless excused by the Employer.
- (d) If an employee is on layoff, drawing worker's compensation payments, receiving sick pay, receiving funeral pay, on a non-compensable leave of absence or receiving any other form of pay, at the time the holiday occurs, she will not be paid for the holiday.
- (e) In addition to holiday pay for time not worked, if an eligible employee works on the actual day of the designated holiday, she shall also be paid at the rate of one and one-half (1 1/2) times her regular straight time rate for the hours so worked. Should a paid holiday fall on any other "premium pay" day and the employee is scheduled to work on that day, she shall be paid only one premium, the highest.
- (f) An employee who is eligible to receive holiday pay for any holiday not worked by her shall be paid a days' pay computed at the current straight time hourly rate which is in effect on that holiday, exclusive of premiums. These hours will not be included in determining an overtime premium for the week in which the holiday occurs.
- (g) When one of such holidays falls within an eligible employee's approved vacation period and she is absent from work because of such vacation, she shall be paid for that holiday in addition to her vacation pay.
- (h) The foregoing provisions of this Article shall apply only to the day on which the specified holiday actually falls as designated by applicable law, regardless of whether it is observed on any other day for any purpose.

Section 2. Part-time employees will be eligible for holiday pay only if they actually work the holiday, and if they:

- (a) have attained seniority on the date the holiday falls,
- (b) worked in full the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day following the holiday,

- (c) if a permanent part-time employee is scheduled to work on a holiday, but fails to work, she will not be paid for that holiday.
- (d) if an employee is on layoff, worker's compensation payments, receiving sick pay, on a non-compensable leave of absence, or receiving any other form of pay at the time the holiday occurs, she will not be paid for the holiday, or
- (e) if an eligible part-time employee works on the actual day of the designated holiday, she shall also be paid at the rate of one and one-half (1 1/2) times her regular straight time rate for the hours so worked.

ARTICLE 29. Hospitalization

The Employer shall provide a Comprehensive Hospital and Physician Expense Group Plan and Prescription Drug Program for regular full-time employees. The Employer will pay the full premium for the employee and family. Participation in the plan requires properly signed application forms by each employee. Effective date of family coverage and for new employees will be in accord with the carriers provisions. The Employer retains the right to change carrier(s) upon thirty (30) day written notice to the Union and further agrees that such change will not result in a reduction or elimination of benefits currently enjoyed.

ARTICLE 30. Life Insurance

The Employer agrees to pay the full premium for life insurance upon successful completion of the probationary period for regular full-time employees in the amount of ten-thousand (\$10,000) dollars.

ARTICLE 31. Retirement

The Employer is a member of the Michigan Townships Association Retirement Plan, and all regular full-time employees will become members of this retirement plan on February 1st following date of hire. The Employer will pay the full cost of the employee's retirement premiums. Additional employee payments may be made by payroll deduction.

ARTICLE 32. Wages

Section 1. Attached hereto as Appendix "A" is the wage schedule for employees currently covered by this Agreement, which has been agreed upon by the parties and made a part of this Agreement.

Section 2. If an employee is requested to work temporarily in a different job classification which has a higher wage rate, he/she shall be paid the higher wage scale following assignment to the higher job classification.

ARTICLE 33. Payroll Deductions

Payroll deductions shall be made, upon signed authorization by the employee, for the purchase of Government Savings Bonds, and/or for deductions to a Credit Union.

ARTICLE 34. Working Management Personnel

The parties agree from time to time there may be occasion for non-bargaining units employees to perform duties normally performed by bargaining unit employees, however, this Article is not intended to replace or deteriorate the bargaining unit employees or the work they perform.

ARTICLE 35. Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, except when the contracting of such new work or service will result in better services than provided by employees covered by this Agreement and when such contracting will materially

reduce the cost of such service for the general benefit of the constituents of the Township: however, no subcontracting will be done if it would cause a layoff of any of the present employees in the division of the bargaining unit at the date of this contract.

ARTICLE 36. Safety Regulations

It will be the responsibility of each employee to report immediately, or as soon as possible, to her supervisor any malfunction of equipment, personal injury or any unsafe working conditions which they may observe.

ARTICLE 37. Change in Personal Status

Employees shall notify the Employer of any change of name, address, telephone number, number of dependents, promptly, within fifteen (15) consecutive working days of such change.

ARTICLE 33. General Provisions

Section 1. When employment and seniority is interrupted, or in the case of lay-off, insurance coverage continues only for the balance of the month in which the next premium is due.

Section 2. As a condition of continued receipt of benefits, contingent upon terms with the carrier, the Employer, at its expense, may require the employee to submit to a physical examination.

Section 3. Should the Employer be required by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates 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 not be obligated to provide double coverage, and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, compulsory governmentally-sponsored insurance programs.

Section 4. It is specifically understood and agreed that benefits shall cease upon death of the employee and in the event the policy provides for survivor benefits, they shall be paid.

Section 5. An employee leaving the employ of the Employer shall, upon request, be furnished with a written reference including date of hire, date of termination, employment status and position(s) held.

Section 6. The Employer agrees to grant stewards not to exceed two (2) days off with pay per contract year for the purpose of attending instructional activities in connection with the administration of the contract on advance request from the Union.

Section 7. The Employer retains the right to have an employee obtain a doctors statement, at no cost to the employee, if an employee is absent from work for health related reasons, and the Employer suspects the employee of absenteeism abuse.

Section 8: Bulletin board space shall be provided by the Employer for the exclusive use of the Union in posting notices of the following types: notices of recreational, social and educational events, notices of election, notices of results of elections, notices of meetings.

Section 9. The Union steward shall be permitted to attend any public meeting of the Township Board of Trustees without pay.

ARTICLE 39. Waiver

Section 1. It is the intent of the parties hereto that the provisions of this Agreement shall govern their relationship and shall be the source of all rights and claims that may arise.

Section 2. The provisions of this Agreement cannot be amended, supplemented or rescinded except by mutual agreement, in writing, signed by the parties hereto.

ARTICLE 40. Separability and Savings Clause

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 41. Entire Agreement Clause

It is agreed that during the negotiations that resulted in this Agreement, each party had the sole and exclusive right to make proposals. It is further agreed that all understandings outside the provisions of this collective bargaining agreement shall be considered null and void unless re-entered into by the parties and made an integral part of the continuing collective bargaining agreement.

ARTICLE 42. Termination and Modification

This Agreement shall be in full force and effect from June 1, 1982 to and including May 31, 1984, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel, or modify the Agreement is served by either party upon the other at least ninety (90) days prior to date of expiration.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives this 5th day of June, 1982.

FOR THE EMPLOYER:

BEDFORD TOWNSHIP

By

Patricia A. Vogel
Deputy Township

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79, AFL-CIO

By

RICHARD W. CORDTZ, President

By

VICTOR T. ANDREWS, Business Rep.

UNION NEGOTIATING COMMITTEE

By

Sharon Hubbard

By _____

APPENDIX "A"

WAGES

SENIORITY

EFFECTIVE JUNE 1, 1982:

<u>Classification</u>	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>	<u>5 Yrs.</u>
Office Clerical	\$5.30	\$5.40	\$5.50	\$5.60	\$5.70	\$5.95	\$6.40
Computer Operator	\$5.65	\$5.75	\$5.85	\$5.95	\$6.05	\$6.25	\$6.65

Signed this 15th day of June, 1982.

FOR THE EMPLOYER:

BEDFORD TOWNSHIP

By Patricia A. Vogel

Title Secretary

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 79, AFL-CIO

By _____
RICHARD W. CORDTZ, President

By _____
VICTOR T. ANDREWS, Business Rep.

UNION NEGOTIATING COMMITTEE

By Sharon Hubbard

By _____

LETTER OF UNDERSTANDING

between

BEDFORD TOWNSHIP
Monroe County

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL # 79

The parties agree that the current labor agreement, effective June 1, 1982 and terminating May 31, 1984 shall be modified as follows:

Article 22. Overtime (e) No overtime will be paid in any one (1) work week in which an employee takes an unpaid leave day, unless that employee is paid thirty-five (35) hours or greater.

Article 27. Vacations Section 4. Minimum length of vacation time shall be one (1) week.

FOR THE UNION

Shawn Hubbard

FOR THE TOWNSHIP

Patricia A. Goffe
Deputy Commissioner

Date: June 15, 1982