

12/31/93

BEDFORD TOWNSHIP OF CALHOUN, MICHIGAN

AND

BEDFORD TOWNSHIP EMPLOYEES OF
LOCAL #547, 547A, 547B, AND 547C
OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS

Bedford Township

EFFECTIVE: January 1, 1992

TERMINATES: December 31, 1993

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AGREEMENT

This Agreement entered into on this _____ day of February, 1992, between Bedford Township of Calhoun, Michigan (hereinafter referred to as the "Employer") and the Bedford Township employees of Local #547, 547A, 547B, and 547C of the International Union of Operating Engineers (hereinafter referred to as the "Union.")

ARTICLE I

CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE II

GENDER

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

ARTICLE III

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 Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depends 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 IV

NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit. There shall be no discrimination against any employee or employees in regards to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age or handicap.

ARTICLE V

RECOGNITION

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 for the term of this Agreement of all full-time employees of the Employer included in the bargaining unit described below:

Including: All full-time maintenance employees

Excluding: Maintenance Supervisor, and all other employees employed in or through Bedford Township.

ARTICLE VI

CHANGE IN PERSONAL STATUS

Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its record for all purposes involving his employment and this Agreement.

ARTICLE VII

TEMPORARY OR SEASONAL EMPLOYEES

Temporary or seasonal employees, commonly called summer help, may be used by the Employer as they are available, and other than this Article, the provisions of this Agreement do not apply to them. These employees are not meant to replace regular employees.

ARTICLE VIII

IRREGULAR PART-TIME

Irregular part-time employees may be used for the purpose of filling in as a result of absences (for such duration) of regular full-time or part-time employees, and other than this Article, the provisions of this Agreement do not apply to irregular part-time employees. These employees are not meant to replace regular employees.

ARTICLE IX

PART-TIME EMPLOYEES

Employees who are normally scheduled to work less than twenty-four (24) hours per week and less than forty-eight (48) hours per pay period are classified as part-time employees.

ARTICLE X

MANAGEMENT RIGHTS

Section 1. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, authority, rights, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Superintendent or Department Head by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive rights to manage and operate the Township in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to

establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past; to establish work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or sub-contract, subject to the provisions of this Agreement, or purchase any or all work for the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary function of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel, to publish and enforce work rules, and to establish penalties for violations of such rules, to make judgments as to ability and skill, to determine work loads, to establish and change work schedules, to provide and assign relief personnel.

Section 4. The Union and the bargaining unit agree that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE XI

NO STRIKES

Section 1. The Employer will not lock out employees during the term of this Agreement.

Section 2. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare.

Section 3. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

Section 4. In the event of a work stoppage, picketing, patrolling, or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and shift representative shall

immediately declare such work stoppage, picketing, patrolling, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved, declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 5. An employee in violation of this Article will have no recourse through the Grievance or Arbitration Procedures.

Section 6. The employees and the Union further agree that they shall not use the services of outside persons to perform picket duties against the Employer during the term of this Agreement.

ARTICLE XII

WAIVER

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the bargaining unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIII

UNION SECURITY

Section 1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty-one (31) calendar days of the effective date of the Agreement or within thirty-one (31) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, as a

condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

Section 2. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

Section 3. Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default is delivered to the Employer by the Union.

Section 4. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

Section 5. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Section 6. The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.

Section 7. In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

ARTICLE XIV

DUES DEDUCTION

Section 1. The Employer agrees to deduct from the pay of each employee all dues and fees of Local #547, 547A, 547B and 547C and pay such amount deducted to said Local for each and every employee represented by said Union; provided, however, that the Union first presents to the Employer written authorizations, signed by each such employee, allowing such deductions and payments to the Local Union. The amount of dues and fees will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 2. All deductions shall be forwarded to the Local Union indicated on the checkoff authorization no later than the 15th of each month with a list of employees' names, Social Security numbers, and amount of dues deducted.

ARTICLE XV

SAVE HARMLESS

In the event the Employer, acting on the request of the bargaining unit, or the Union, discharges or attempts to discharge an employee at the bargaining unit's request, the bargaining unit shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of

whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE XVI

SHIFT HOURS

The Employer reserves the right to change the shift hours. The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules; however, five (5) working days notice will be given prior to any changes.

ARTICLE XVII

WORK DAY AND WORK WEEK

The normal work day shall normally be 8:00 a.m. to 4:30 p.m., excluding a one-half (1/2) hour unpaid lunch break.

The normal work week shall normally be of forty (40) hours duration.

This Article shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week, or pay per day or per week.

Bargaining unit employees shall be allowed a fifteen (15) minute rest break in the first half of their shift, and a fifteen (15) minute rest break in the second half of their shift.

ARTICLE XVIII

EMERGENCY CALL-OUTS

Employees shall be required to respond to emergency call-outs or emergency overtime work as required by the Township. Any employee who fails to respond to emergency call-outs or emergency overtime work may be subject to disciplinary action.

If, in the opinion of the Employer, an employee reports for emergency work who is not in physical condition to go to work, he shall not be allowed to work and will not receive pay.

Under emergency conditions, the Supervisor or Department Head may call in employees by seniority as, in his judgment, can handle the work to be done.

Any full-time employee called to work outside his/her regular working hours will receive the equivalent of four (4) hours of compensation at his/her straight time hourly rate of pay or time and one-half (1-1/2) for the actual hours worked, whichever is greater. If the work performed by the employee during call-in is contiguous to his/her regular starting shift time, he/she will be paid the equivalent of four (4) hours of compensation at his/her straight time hourly rate of pay or time and one-half (1-1/2) for the actual hours worked, whichever is less. The Township reserves the right to utilize the services of a called-in employee for the length of the minimum or longer if necessary.

Employer.

Section 3. Employees reporting for work and there is no work available shall be paid for (4) hours minimum report pay. In absence of Department Supervisor; employees will report and receive work assignments from the Township Supervisor.

ARTICLE XX

SUPPLEMENTAL EMPLOYMENT

Members of the bargaining unit may engage in supplemental employment if they so desire; provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to Bedford Township, and supplemental employment shall in no way conflict with regularly assigned duties (including regular overtime and/or emergency call-out time.)

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expressly authorized by officers of the Union. Said notices shall refer to official Union business only and shall contain no editorial, derogatory or improper remarks concerning the Employer and/or its representatives.

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Section 6. The steward shall be an employee of Bedford Township, and shall perform the duties of the classification for which he is employed.

ARTICLE XXII

GRIEVANCE PROCEDURE

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

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly Grievance Procedure is necessary, agree that each step must be adhered to as set forth herein.

The Grievance Procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the Township. All grievances must be signed and dated by the aggrieved employee and his steward, and must name the Articles that are being violated. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited, and no grievance(s) shall be deemed to exist. For the purpose of this Agreement "working days" shall be defined as Monday through Friday, excluding Saturday, Sunday, and holidays.

STEP 1: Any employee having a complaint shall first file it in written form with the Township Supervisor within five (5) working days after the occurrence of the circumstances giving rise to the grievance.

The Supervisor shall, within five (5) working days after receipt of the grievance at STEP 1, record his/her disposition on all copies of the grievance form, returning two (2) copies to the steward.

STEP 2: If the grievance is not resolved in STEP 1, and the Union representative wishes to carry it further, the Union representative shall, within five (5) working days of the Supervisor's disposition or within five (5) days of when the Supervisor's disposition was due, whichever is applicable, contact the Employer and/or its designated representative to arrange a meeting between the Union representative and the Employer or its designated representative to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time.

STEP 3: In the event the grievance is not satisfactorily settled at STEP 2, and the Union wishes to carry the matter further, it must notify the Employer, in writing, within five (5) working days of the STEP 2 meeting, of its intent to arbitrate said grievance. In the event the Union shall fail to serve such written notice, the matter shall be considered as settled on the basis of the Employer's last answer.

Section 2: After receipt of a timely desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days of the receipt of the notice of intent to arbitrate, or within a longer period if mutually agreed upon, the Union may submit the matter to the Federal Mediation and Conciliation Service requesting that a list of seven (7) Michigan arbitrators be provided to the parties. Selection shall be by striking in alternate fashion with the right of first strike exercised by the Union.

Section 3: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 5: The expense of the arbitrator shall be paid equally by the parties. Each party shall make arrangements for the pay and expenses of witnesses which are called by them.

Section 6. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 7: There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement. It shall be final and binding on the Union, the bargaining unit, all bargaining unit employees, and the Employer.

GENERAL RULES OF GRIEVANCE PROCESSING

Any and all grievances resolved at any step of the Grievance Procedure as contained in this Agreement shall be final and binding upon the Union, the Employer and its representatives, the bargaining unit, and any and all unit employees.

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a written disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the

Grievance Procedure, the time limit to run from the date when time for disposition expired. Any grievance not filed or carried to the next step within the prescribed time limits shall be automatically denied.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received.

ARTICLE XXIII

ACCESS TO OPERATIONAL PREMISES

Representatives of the Union may enter the operational premises for any proper bargaining unit business; provided they have secured prior permission of the Employer or his designee. The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE XXIV

PROBATIONARY EMPLOYEES

Section 1. All full-time employees shall serve a ninety (90) consecutive day probationary period from last date of hire.

Section 2. Probationary employees' services with the Employer may be terminated at any time by the Employer at its sole discretion, and neither the employee so terminated nor the Union shall have recourse to the grievance or Arbitration Procedure during such termination.

Section 3. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided for in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time employee and his seniority shall start with his most recent date of hire.

ARTICLE XXV

SENIORITY

Section 1. A regular full-time employee's seniority shall date from his most recent starting date of employment in the bargaining unit.

Section 2. An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 3. The method of accumulating seniority within the bargaining unit is based on total hours worked, including authorized paid vacation and paid sick time, from the most recent date of employment.

ARTICLE XXVI

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 return to work within three (3) working days after issuance of the Employer's notice of recall by certified mail to the last

7. the employee is retired, or
8. the employee accepts employment elsewhere after he is on leave of absence, or is self-employed for the purpose of making a profit, after a leave of absence is granted, or
9. the employee is convicted of a felony, or
10. the employee drinks intoxicating beverages while on duty or on the Employer's property or is impaired or under the influence of an intoxicating beverage while on duty or on the Employer's property, or
11. the employee is under the influence of a controlled substance(s) and/or alcohol or possesses or sells controlled substances while on duty or on Township property.

ARTICLE XXVII

SENIORITY LIST POSTING

The Employer agrees to post, on January 1st and update annually, a seniority list by seniority, and a copy is to be mailed to the Union. An employee's standing on the published

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~~to his personnel record, the steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the steward and/or Union representative.~~

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Section 4. Should the discharged, suspended, or disciplined employee consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the steward or Union representative.

Section 5. Acknowledgement of Discipline: The employee will be required to acknowledge receipt of verbal and/or written warnings and reprimands or forfeit his right to the Grievance Procedure, except that the employee may request the presence of the steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to charges or penalties.

ARTICLE XXIX

SEPARATION - VOLUNTARY TERMINATION

Section 1. All employees will notify the Employer, in writing, two (2) weeks prior to voluntarily terminating employment with the Township.

Section 2. Failure to provide one (1) weeks written notice may result in loss of accumulated benefits.

Section 3. Employees shall have the responsibility of turning in all Township equipment and property at termination of employment.

ARTICLE XXX

OVERTIME

Section 1. Nothing shall restrict the Employer from scheduling overtime and the employees shall be required to work such overtime unless excused for satisfactory reasons.

Section 2. Overtime for employees will be distributed as evenly as practical within each classification to employees who meet all qualifications.

Section 3. Overtime work shall be paid at the rate of time and one-half (1-1/2) for all hours actually worked over eight (8) hours in any one work day and for all hours actually worked over forty (40) hours in any one work week.

Section 4. Overtime work will be permitted only when authorized by a supervisor.

Section 5. Any regular full-time permanent employee wanting to work unscheduled overtime shall sign an overtime list at the beginning of each year, and the Employer shall not be required to use the seniority list other than for the employees who signed the overtime list. This list shall be posted for five (5) working days.

Section 6. Overtime at two (2) times the base rate will be paid for all hours worked on a Sunday.

ARTICLE XXXI

LAYOFF AND RECALL

Section 1. Layoff of employees shall be by classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

- a. Probationary employees
- b. Regular part-time employees
- c. Remaining seniority employees within the classification affected shall then be laid off in order of their seniority within the affected classification, starting with the lowest seniority employee affected.

Section 2. A laid off seniority employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 3.

- (a) The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff (inverse seniority means the laid-off employee with the most seniority will be recalled first.)
- (b) Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within three (3) consecutive calendar days, or his employment shall be terminated without recourse to this Agreement, unless the time is extended by the Employer.

ARTICLE XXXII

WORK RULES

The Employer reserves the right to publish and enforce from time to time new work rules, policies, and regulations. All employees will be notified of all changes within two (2) working days of the effective date of the change.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or section of this contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or section to persons, circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mu-

tually satisfactory replacement for such Article or section during the period of invalidity or restraint. Either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE XXXIV

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees individually or collectively, which in any way affects wages, hours or working conditions of said employees or any individual employee, in conflict with this Agreement, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE XXXV

LEAVES OF ABSENCE

Section 1. The Employer may grant leaves of absence without pay or benefits for not in excess of thirty (30) days and may extend them for like periods up to a maximum of six (6) months.

Section 2. Time Off: Time off from work for personal business is permitted only with the consent of the Employer and for emergency purposes only. Such lost time from work cannot be made up and will be deducted from the employee's accrued credit line.

ARTICLE XXXVI

JURY DUTY

Employees summoned by the Court to serve as jurors or selection shall be given a jury duty leave of absence for the period of their jury duty, not to exceed thirty (30) days per year. For each day that the employee serves as a juror or selection when the employee would otherwise have worked, the employee shall receive the difference between the employee's straight time regular rate of pay per day, and the amount the employee receives from the court. In order to receive jury duty pay from the Employer, an employee must:

- a. give reasonable advance notice that he has been summoned for jury duty.
- b. give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay.

If the employee is called for jury duty in the a.m. and is not selected, the employee will report to work in the afternoon. If the employee is called for Jury Duty in the p.m., he will work in the a.m.

The provisions of this Article do not apply if the employee volunteers for jury duty without being summoned.

ARTICLE XXXVII

MILITARY DUTY

Permanent, full-time employees engaged in annual military training (Reserves, National Guard) shall receive a military leave of absence without pay for the period of such duty, leave not to exceed ten (10) working days annually. Application for military leave of absence shall be made to the Employer, in writing, as soon as the employee is notified of his date for reporting for training. In any event, the Employer shall be notified not less than two (2) weeks prior to the employee's scheduled departure.

ARTICLE XXXVIII

SICK LEAVE

Section 1. A permanent full-time employee is eligible to receive one (1) day per calendar month sick leave with pay, accumulating to a maximum total of sixty (60) days, only to be used when authorized by the Supervisor.

All full-time employees asking for credit for sick leave must notify the supervisor by phone or messenger at least one (1) hour, or as soon as possible, before the start of each day for which credit is asked. Failure to notify the supervisor will result in lost time.

Section 2. 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, his previous unused sick leave shall be placed to his credit.

Section 3. Sick leave may not be used for vacation, but shall be available for use by employees in the bargaining unit for the following purposes:

family illness, or

personal illness, or

when an employee is taken ill on the job.

Section 4. The immediate supervisor shall be responsible for reviewing and approving employee requests for sick leave. Employees are to notify the Employer as soon as possible of their inability to work because of sickness. After the third day, the employee should call again to give a status report. After the third day, a doctor's release will be required when reporting for work. The supervisor shall refuse to allow paid sick leave where, in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the employee if the supervisor believes such leaves are being abused, otherwise, no paid sick leave will be granted.

Section 5. When absent on paid sick leave in excess of three (3) days, the employee may be required to submit a medical certificate or other proof of adequate reason for absence on such leave. Otherwise, sick leave pay may be denied.

Section 6. An employee, if requested, will be required to submit a report from a doctor following an illness or injury indicating that he/she is physically able to return to work

without limitations or restrictions. The Employer reserves the right to order an employee to its medical experts for evaluation of ability to return to work without limitations or restrictions.

Section 7. No employee may draw more than five (5) days of paid sick leave during a work week.

Section 8. Falsification of any sick leave claim or utilization of sick time shall be cause for disciplinary action.

ARTICLE XXXIX

FUNERAL LEAVE

Section 1. When a death occurs in an employee's immediate family, that is, spouse, child, step-child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or grandchild, upon request, employees who have completed the probationary period will be excused, with pay, for up to three (3) calendar days immediately following the date of death, provided he attends the funeral.

Section 2. The Employer may require proof of death and relationship and it shall be the employee's responsibility to provide such proof upon returning to work, if requested. No bereavement benefits will be paid unless the employee attends the funeral.

ARTICLE XL

HOLIDAYS

Section 1. The officially recognized holidays to be observed by the Township Administration will consist of:

New Year's Eve Day	Veteran's Day
New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Christmas Eve Day
Independence Day	

Section 2. All permanent full-time employees who have obtained seniority shall be eligible for the above paid holidays.

Section 3. To be eligible for the above holiday pay, an employee must work his last scheduled day in full before the holiday and his first scheduled day in full after the holiday, unless excused by the Employer.

Section 4.

- (a) Holiday pay will be computed or credited to the employee on the holiday, even if the holiday falls on a Saturday or Sunday:

When a holiday happens to occur on a Saturday, the employee will be given the preceding Friday off without pay and receive holiday pay for Saturday.

When a holiday happens to occur on a Sunday, the employee will be given the following Monday off without pay and receive holiday pay for Sunday.

- (b) All employees who qualify will be credited with eight (8) hours holiday pay on the holiday.

- (c) Employees will receive double time for all hours worked on a holiday, plus holiday pay. Employees required to work on Christmas Eve Day or New Years Eve Day holidays, will receive 2 x base rate for hours worked, then at a later date receive a compensatory day off with pay.
- (d) Employees will receive regular time or overtime as appropriate for hours worked on the Friday or Monday referred to above.

ARTICLE XLI

VACATION

Section 1. All full-time permanent employees with seniority shall earn vacation credit hours from date of employment and on their anniversary date of employment thereafter according to the following schedule:

12 through 24 months (1-2 years)	5 working days
25 through 72 months (3-6 years)	10 working days
73 through 144 months (7-12 years)	15 working days
145 through 216 months (13-18 years)	20 working days
19 years and over	25 working days

Section 2. No employee will be eligible for a paid vacation until after having completed twelve (12) months of continuous service.

Section 3. Employees entitled to five (5) weeks of vacation time may only take three (3) weeks at any one time. One (1) week of vacation may be carried over from one year to the next.

Section 4. Vacation time credit will not be paid in lieu of taking a vacation. Vacation time must be taken in full day increments and will be deducted in full day increments only.

Section 5. Requests for vacations must be submitted in writing to the Department Head two (2) weeks in advance of starting day. Vacation must be taken as scheduled, unless a change is approved by the Department Head.

If it is determined that too many employees have requested vacation so same would interfere with normal operations, vacation time shall be rescheduled and those employees with the most seniority shall have first choice.

ARTICLE XLII

LIFE INSURANCE

The Employer will provide a \$20,000 term life insurance policy for all full-time employees, after probation, with a \$20,000 double indemnity. The premium is to be paid by the Employer.

ARTICLE XLIII

PENSION

The Employer agrees to maintain the current pension program as follows:

five percent (5%) annual base pay contributed by employee, and

five percent (5%) match by the Township.

Employees shall be eligible to join the pension program in June following their date of employment.

ARTICLE XLIV

HOSPITAL, DENTAL AND OPTICAL INSURANCE

Section 1. Full-time employees after probation are eligible to participate in the Employer's group health insurance program which is Blue Cross/Blue Shield Catastrophic Master Medical. The premiums are to be paid by the Employer. The Employer reserves the right to substitute another carrier for this coverage, provided the fundamental provisions of the present coverage will not be changed.

Section 2. The Employer will provide for the employee only, the following Delta Dental Plan:

Plan Specification -

<u>Class I Benefits</u>	<u>Delta Pay</u>	<u>Patient Pays</u>
Diagnostic preventative emergency palliative radiographs oral surgery restorative periodontics endodontics	50%	50%

<u>Class II Benefits</u>	<u>Delta Pays</u>	<u>Patient Pays</u>
Prosthetic appliances	50%	50%

<u>Class III Benefits</u>	<u>Delta Pays</u>	<u>Patient Pays</u>
Orthodontics	0%	100%

Maximum Contract Benefits - \$800 per year total per contract year on Class I and Class II benefits.

The Employer reserves the right to substitute another carrier or be self-insured provided the fundamental provisions of coverage are not changed.

Effective as soon as reasonably practicable, after ratification and signing of this Agreement, coverage will be modified to include the employee and eligible dependents except that the Employer and eligible employee will share equally the cost difference between single person coverage and dependent coverage (two person or family). Employee contributions will be through payroll deduction.

Section 3. The Employer will reimburse up to \$125.00 per year for optical expenses on behalf of any non-probationary employee or said employee's dependents. The \$125.00 reimbursement limit is a family limit.

The Employer reserves the right to obtain optical insurance to replace the reimbursement policy set forth herein.

ARTICLE XLV

SAFETY REGULATIONS

It will be the responsibility of each employee to report to his immediate supervisor any malfunction of equipment, or any unsafe working conditions which he may observe. The Employer agrees to investigate said complaint as soon as possible. Failure of any employee to adhere to safety regulations may be treated as a cause for discipline.

ARTICLE XLVI

GENERAL PROVISIONS

Section 1. The Union agrees that the Employer shall not be hindered or prevented from using such equipment as, in the Employer's judgment, is necessary to perform any work covered by this Agreement.

Section 2. The Employer shall not be required to take any action under this Agreement which is in violation of Federal, State or Local laws.

Section 3. Under no circumstances will an employee be required or assigned to engage in any activity in violation of any applicable statute, or court order or governmental regulations relating to safety to person or equipment.

Section 4. Benefits for otherwise eligible new employees will become effective when the employee attains seniority.

Section 5. When employment and seniority are interrupted by discharge, quit, strike or leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 6. Should the Employer be obligated 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, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 7. 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 the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Section 8. All policies with regard to number of employees employed and spending of monies, work to be done, etc., are decided by the Employer. The Employer will hire, layoff, and separate from employment, all hourly employees of the Township.

Section 9. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividend refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to the standard provisions set forth in the present policy or policies, and benefits shall not be diminished by any change.

Section 10. The Employer reserves the right to hire from outside, if, in the opinion of the Employer, no employee can fill the vacancy, or bids are not received from employees in the bargaining unit.

Section 11. Any employee who is required to operate Township vehicles must maintain a valid drivers license at all times.

Section 12. Foremen shall be able to continue to perform work as in the past.

ARTICLE XLVII

EDUCATION: REIMBURSEMENT

Any full-time employee who desires to enroll in any course of study deemed by the Township to be related to the employee's employment may request in writing in advance of enrollment in such course of study that he/she be considered eligible for reimbursement for the enrollment cost. If a requesting employee is given advance written approval by the Township of eligibility for reimbursement, the following guidelines shall apply:

1. the employee must receive a passing grade of "C" or better in the course of study,
2. the employee must submit a written request for reimbursement attaching a copy of the receipt showing the cost of the educational course has been paid for by the employee,
3. the Township may choose to reimburse in whole or in part the eligible employee for the cost,
4. reimbursement will be permitted only if there are available funds in the department budget for such reimbursement, or
5. if the course of study has been paid for by any grant or gift, the reimbursement provisions of this Article shall not apply.

ARTICLE XLVIII

REPORT OF WORK RELATED INJURY OR ILLNESS

Employees must promptly report any injury or illness occurring during and/or arising out of employment with the Township. It is mandatory that employees provide full, complete, truthful and

accurate information to the Township. Report will be made to the Township Supervisor or in the absence of the Supervisor, the Township Clerk.

ARTICLE XLIX

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until December 31, 1993.

Section 2. If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination.

If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

Section 3. If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termina-

tion date 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.

Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile, Detroit, Michigan 48219; and if to the Employer, addressed to Bedford Township, 115 South Uldriks, Battle Creek, Michigan 49017.

W I T N E S S E T H:

The effective date of this Agreement is January 1, 1992.

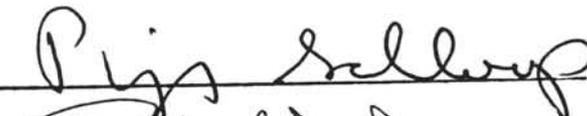
In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

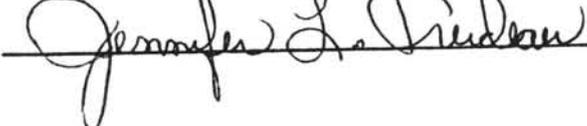
BEDFORD TOWNSHIP

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
547, AFL-CIO



Elizabeth O. Armstrong
2/25/92





APPENDIX A

WAGES

Classification: Effective the first full payroll period
Maintenance - after January 1, 1992: \$11.48 per hour.

Classification: Effective the first full payroll period
Maintenance - after January 1, 1993: \$11.88 per hour.

Any employee required to secure and maintain an S-3 license and/or certification, shall be compensated an additional thirty (30) cents per hour. Any employee receiving additional compensation shall be required to obtain and maintain appropriate license and/or certification and obtain and maintain any upgrade in said certification as required by the State and/or Federal law. This payment shall not be rolled into the employee's base wage rate.