

12/31/92

A G R E E M E N T

between

CHARTER TOWNSHIP OF HURON

and

D.P.W. Employees  
TEAMSTERS LOCAL 214

JANUARY 1, 1990 TO DECEMBER 31, 1992

*Huron Township*

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AGREEMENT

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of December, 19 91, by and between the CHARTER TOWNSHIP OF HURON, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

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 depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION-UNIT-SECURITY

Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement. The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as listed in this Agreement for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

Department of Public Works employees.

Excluding: The D.P.W. Supervisor, elected officials and their deputies, general office employees, animal control officer, part-time employees and seasonal help and temporary help working less than ninety (90) days.

Temporary or seasonal employees shall not be subject to these provisions unless such employment shall last longer than ninety (90) calendar days. In the event such employment shall last longer than ninety (90) calendar days, the Employer shall notify the Union prior to the ninety (90) calendar days deadline so that any extended period may be negotiated.

Section 2.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Township and the Union, and constitutes the entire

agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 3.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Any employee in the bargaining unit who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union, a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement.

Employees hired, rehired, reinstated or transferred into this bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or to pay to the Union, a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement, on or before the thirty-first (31st) day following the beginning of their employment in the unit.

Section 4.

Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under

this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 5.

If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements or shall be re-negotiated for the purpose of adequate replacement.

Section 6.

New employees shall be considered as probationary employees for the first six (6) months of their employment. After employees have finished the probationary period, they shall be entered on the seniority list and shall rank for seniority from the day they commenced their employment. A new employee shall work under the provisions of this Agreement and the Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, but the Union shall not represent probationary employees who have been laid off, disciplined or discharged, and during the probationary period, an employee may be discharged without further recourse.

ARTICLE 2

DUES

Section 1. Deduction of Dues.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues, initiation fees or service charges levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed a "check-off" authorization and assignment in substantially the following form:

"I, \_\_\_\_\_, hereby authorize my Employer to deduct from my wages and to pay to Local 214 and/or its authorized representative, initiation fees and membership dues, in such amounts as may be established from time to time, and in accordance with the Agreement between such Local Union and my Employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my



knowledge and consent, and I do hereby ratify, authorize and assign to the Union, all of such deductions as of the time they were made."

Provided, however, that the Union presents to the Employer, signed authorizations allowing such deductions and payment to be made to the Local Union. This may be done through the Steward of the Union.

When Deductions Begin:

Check-off deductions under all properly executed authorization for check-off of dues forms shall become effective at the time that the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

Should any employee for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said agreement, be deducted by the Employer from the employee's paycheck pursuant to State Law without such authorization slip being signed.

The Union shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks. Where any employee, who is on check-off is not on the payroll during the week which deductions is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

Each remittance shall be accompanied by a statement giving a list in duplicate of the employees for whom:

- a) Regular deductions were made;
- b) Initial deductions were made;
- c) No deductions were made, due to insufficient earnings;
- d) No deductions were made because the employee revoked authorization;
- e) No deductions were made because the employment of the employee was terminated;
- f) No deductions were made because the employee is on leave of absence;
- g) Past due deductions were made.

### ARTICLE 3

#### EXTRA CONTRACT AGREEMENTS

##### Section 1.

The Employer agrees not to enter into any agreement 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 the said employees, individually or collectively which in any way affects wages, hours or working conditions of said employees, or any individual employee in the unit covered by this Agreement.

##### Section 2.

Should the Township decide to contract out any of the work presently done by members of the bargaining unit, it will advise the Union not less than 90 days prior to laying off any represented employees, so that the parties may meet and discuss the effects thereof.

ARTICLE 4  
REPRESENTATION

Section 1.

The employees shall be represented by a Steward who shall be a regular seniority employee. There shall be one (1) Steward and one (1) alternate Steward for members of the bargaining unit.

Section 2.

The Union shall furnish, in writing, the names of the Steward and alternate upon their election or appointment by the Union.

Section 3.

The Steward shall be allowed time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his work station in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule before leaving the work to which he is assigned. Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor upon completion of the grievance investigation. The above privilege is extended to Stewards with the understanding that grievance investigations will be conducted only on the employer's property, that such time will be devoted solely to the prompt handling of grievances and will not be abused. Should the Steward be required to attend a

grievance meeting during his scheduled working hours, he shall do so without loss of pay.

ARTICLE 5

DISCRIMINATION

Section 1.

The Township will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in or participation in the activities of the Union.

Section 2.

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin, or marital status.

Section 3.

The Township agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, sex, national origin or marital status.

Section 4.

All employees presently a part of this bargaining unit shall not be laid off or discharged solely because of their place of residence.

ARTICLE 6

SENIORITY

Section 1.

The Employer shall post a list of the employees and classifications arranged in order of their seniority. This list

shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

Section 2.

Seniority shall be broken only by discharge, voluntary quit, or layoff for a period of more than two (2) years, or if absent for three (3) consecutive working days without notifying the Employer. In case of emergency, exceptions may be made by the Employer.

Section 3.

In the event of a layoff, an employee so laid off shall be given two weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all Seniority rights under this Agreement. However, in proper cases, the Employer will give consideration to the employee and grant exception in the sole discretion of the Employer.

Section 4.

An employee in a classification subject to the jurisdiction of this contract who has been in the past, or will in the future, be promoted to a classification not subject to the jurisdiction of the Union shall not accumulate Union seniority while working in said classification but shall maintain the seniority rank he had at the time of his promotion.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

Section 1.

Grievance Definition: A grievance under this Agreement is a written 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. Grievances are limited to matters of interpretation, violation or application of express provisions of this Agreement.

Timeliness: All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance, or within five (5) days after the employee became aware or reasonably should have been aware, that a grievance existed, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 2.

Grievance Procedure: Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1:

Any employee having a grievance shall first take up the matter with his immediate supervisor and his Steward if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond to the Steward or employee within five (5) working days.

STEP 2:

If the grievance has not been settled, it shall be presented in writing by the Union Steward to the department head within five (5) days after the supervisor's response is due. The department head shall respond to the Union Steward in writing within five (5) days.

STEP 3:

If the grievance still remains unadjusted, it shall be presented by the Union Steward to the Township Board or its designated representative, in writing, within twenty (20) days after the response of the department head is due. The Township Board shall respond in writing, to the Union Steward, with a copy of the response to the Local Union within twenty (20) working days after the Township Board receives the grievance.

STEP 4:

In the event the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) days in which to submit the matter to arbitration in accordance with the procedures set forth grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth

below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

The Arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and Union. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If the parties fail to select an arbitrator, then the arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation service.

The arbitrator will not add to, subtract from, change or amend any of the terms of the contract, but will only concern himself with the interpretation and application of the terms of this contract as it applies to the grievance presented. The arbitrator's decision will be final and binding on the Union, its members, and the employee or employees involved, and the Township.

The arbitrator shall submit his decision to the parties within thirty (30) days after the case is submitted unless the time is extended by mutual consent.

Any grievance not advanced to the next step by the employee within the time limits shall be deemed resolved at the Employer's last stated position.

Time limits may be extended by mutual consent.



Section 3.

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 may have received.

Section 4.

The Township Board will grant a necessary and reasonable amount of time off during straight time working hours to the Union representative who must necessarily be present for direct participation in grievance adjustments with management.

Such Union representative shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed.

Section 5.

It is specifically understood and agreed that in no event shall the Township's condonation of any past infractions of any work rule, regulation, duty, responsibility or policy be found to mitigate, in whole or in part, any discipline imposed by the Township for any work rule, regulation, duty, responsibility or policy.

ARTICLE 8

DISCHARGE CASES

Section 1.

The Township agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the Township may conclude that an employee's conduct may justify suspension or

discharge, such employee shall first be suspended. In cases of suspension, the Steward, or in his absence, his alternate, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) working days and, if the suspension is converted into discharge, such discharge shall not be made effective until the end of said five (5) day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his Steward. The Township shall decide, during the aforementioned five (5) working day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should have been given.

#### Section 2.

In the event the affected employee believes that his discharge under Section 1 above is unjust, the matter may be processed through the grievance procedure starting at the second step thereof provided he files a written grievance at that step after the date of discharge.

#### Section 3.

In the event it should be decided by the Township or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the Township shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure which compensation, if any, shall be the employee's regular rate of pay, as of the start of the suspension.

ARTICLE 9

LAYOFFS

Section 1.

When there is a decrease in force, the following procedure shall be followed: temporary, part-time and probationary employees will be laid off, in that order, on a unit wide or occupational group basis, whichever is in effect, provided the seniority employee is qualified to do the available work without any additional training.

Section 2.

Seniority employees will be laid off according to seniority, provided the greater seniority employees are qualified to perform the available work without any additional training.

Section 3.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Steward will receive a list from the Township of the employees being laid off on the same date the notices are issued to the employees.

Section 4.

Laid off employees shall be compensated one hundred percent (100%) of all accrued sick and personal days and vacation time upon separation with the Township.

Section 5.

Seniority employees on layoff shall be recalled prior to the utilization of any part-time or temporary employees, provided the seniority employee is qualified to do the available work without any additional training.

ARTICLE 10

RECALL

Section 1.

When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Township shall not be required to promote any employee at time of recall unless he has previously performed the higher rated job and is able to do the work.

Section 2.

Seniority of an employee who is re-employed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as the date he left the service of the Employer.

Section 3.

Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) work days from the date of mailing of the notice of recall, he shall be considered a quit. Extensions may be granted in proper cases.

Section 4.

It shall be the responsibility of the employee to keep the Township notified of his correct address.

ARTICLE 11

PROMOTIONS, JOB DESCRIPTIONS AND NEWLY CREATED POSITIONS

Section 1.

Whenever a vacancy in a position occurs, or whenever a new job is created, the Township shall publicize the same by giving

written notice of such vacancy by posting the job classification and its duties. Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the building.

Section 2.

Employees interested shall apply within the seven (7) calendar day posting period. Promotions within the Bargaining Unit shall be made on the basis of seniority and qualifications. The Most senior applicant shall be given the promotion in every case where the Township has determined such senior applicant to have the minimum qualifications for the specific position.

In the event there are no applicants, the Township may fill that classification from the outside.

Section 3.

The trial period shall be thirty (30) working days. During the trial period the employees shall have the opportunity to revert back to their former classification and a letter of explanation shall be submitted to the Employer.

Likewise, if the employee is unsatisfactory in the new position, he will be returned to his former job and notice and reasons shall be submitted to the employee in writing by the Employer, with a copy to the Steward. The matter may then become a proper subject for the Grievance Procedure.

Section 4.

In cases where the employee reverts back as outlined in (3) above, the next senior applicant will be considered to fill the promotion.

Section 5.

During the trial period, the employee will receive the starting rate of the job they are performing.

Section 6.

In the event of a newly-created position, the Employer may establish a temporary rate of pay for a period not to exceed ninety (90) calendar days. During this period, the Employer and the Union shall bargain on the rate of the new classification, which, upon settlement, shall be retroactive to date the job was filled. If no agreement has been reached at the end of such ninety (90) days, the matter shall be processed through the Grievance Procedure.

Section 7.

Job descriptions and responsibilities for each job classification will be presented to the Union at least six (6) months prior to the expiration of this contract.

ARTICLE 12

GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion:

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

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

The Township agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Township or any Township representative against any employee because of Union or political membership, or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

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

### ARTICLE 13

#### HOLIDAYS

##### Section 1.

All full-time regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on a normal eight (8) hour day for said holidays:

During the term of this contract, holidays with pay shall be as follows:

New Year's Day	Christmas Day
President's Day	Employee's Birthday
Good Friday	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday After Thanksgiving
Christmas Eve Day	New Year's Eve Day

Section 2.

Should an employee be called to work on any holiday listed above, he shall be paid, in addition to his holiday pay, at the rate of time and one-half.

Section 3.

An employee must work the full day before and a full day after a holiday to be compensated for the holiday. The employee may receive permission to be off work by his immediate supervisor only upon one (1) day's prior notice. If an employee is absent from work on the day before or the day after a holiday because of an excused illness, the employee shall be paid for the holiday.

Should any of the above listed holidays fall upon a Saturday, then Friday, all day, shall be a day off. Should any of these holidays fall upon a Sunday, then Monday, all day, shall be considered to be the Holiday.

ARTICLE 14

WORK DAY AND WORK WEEK

Section 1.

For the D.P.W. employees, the work day will consist of eight (8) hours with a one (1) hour unpaid lunch period one (1) fifteen (15) minute break in the morning and one (1) in the afternoon. The standard work week for D.P.W. employees will be forty (40) hours, and pay shall be made accordingly. The starting/quitting times will be 8:00 a.m. and 5:00 p.m., unless changed by written mutual agreement.



Section 2.

The D.P.W. employees will not be required to use time clocks, but discipline may be imposed for abuse of the sign-in and sign-out privileges.

ARTICLE 15

VACATIONS

Section 1.

Employees of the Township shall be entitled to earned annual vacation of completed years as follows:

1 through 3 years	-5 days
more than 3 through 5 years	-10 days
more than 5 through 10 years	-15 days
over 10 years	-20 days

- provided that no employee shall be allowed a vacation during his probationary period and no employee shall be allowed to take anticipated vacation.

Section 2. Accumulated Vacation Days:

Vacation days may be cumulative, not to exceed a carry over of fifteen (15) vacation days into the second year, but only if vacation days are not made available to the employee in the year in which they ordinarily would have been taken.

Section 3. Scheduling of Vacations:

The D.P.W. Supervisor shall be responsible for the scheduling of vacation time.

Section 4. Responsibility for Scheduling Vacations:

It shall be the responsibility of each employee to make his request for vacation time.

No more than one (1) employee shall be scheduled for vacation at any one time between April 1 and August 31. Two (2) employees may be scheduled for vacation at the same time between September 1 and March 31, provided it shall be the D.P.W. Supervisor's responsibility to schedule vacation times so that there is adequate help available to handle the normal responsibilities of the department.

Section 5. Compensation For Vacations Not Taken:

In the event time is not made available by the Township to an employee, he may accumulate same as provided in Section 2 hereof, or, in lieu thereof, may receive his standard compensation for said vacation period worked, at his option.

Section 6. Holidays During Vacation:

Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time, he shall be paid for an extra day or given an extra day vacation.

Section 7. Listing of Vacation Schedules:

The Township shall cause a list to be prepared shortly after January first of each year indicating the earned vacation of each employee during the previous year.

Section 8.

Employees who lose time due to on-the-job disability under Worker's Compensation, up to a maximum of one (1) year, shall receive their vacation as though the time was worked.

Section 9.

Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.

Section 10.

In case of retirement, resignation in good standing, layoff, or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit, plus a prorated share of vacation by month during the year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month if separation occurs after the 15th of any month.

Section 11.

Vacation selection shall be year-round. In case of illness, said employees can use their vacation if needed, after all sick time and benefits are exhausted.

Section 12.

Vacation schedules will be worked out as far in advance as possible. Seniority in the department shall be exercised for bids selecting vacations. To accomplish this and to consider the wishes of senior employees, each year after December 1st each employee shall indicate on a yearly calendar his vacation request no later than March 1st.

Section 13.

An employee while on vacation who becomes ill will be required to provide proof by physician's statement and by approval of the administrative staff, the time may then be converted from vacation time to sick leave if the employee desires.

## ARTICLE 16

### OVERTIME

#### Section 1.

Call-in overtime will be paid at time and one-half (1 1/2) during the regular work week where an employee is called back after his regular shift but prior to his next shift.

#### Section 2.

Time and one-half (1 1/2) will be paid for time worked in excess of eight (8) hours in any continuous 24-hour period beginning with the starting time of the employee's shift.

#### Section 3.

Time and one-half (1 1/2) will be paid for time worked on the sixth day of the employee's work week, provided the employee has qualified for not less than forty (40) hours pay prior to said sixth day. Two (2) times the employees hourly rate will be paid for time worked on the seventh day of the employees work week, provided the employee has qualified for not less than forty (40) hours pay prior to said seventh day.

#### Section 4.

A minimum of four (4) hours overtime shall be paid to any employee required to come into work for other than their normal eight (8) hour work day such as, but not limited to: employees required to attend meetings for any Township Boards, Committees or Commissions.

## ARTICLE 17

### INSURANCE

Section 1. The Township shall continue its present short-term disability program for each DPW employee, and will, as soon as possible after contract ratification, secure long-term disability insurance that will provide each employee who qualifies with two-thirds of their regular month wages, but not to exceed \$1,800 per month, for a period not to exceed 5 years.

#### Section 2.

The Township shall provide Blue Cross/Blue Shield health benefits for employees. Coverage shall continue as is with Master Medical, Vision, Dental and Orthodontics. (See attached benefit sheets).

#### Section 3.

The Township shall provide an employee pension plan. Employees will pay in five percent (5%) of their gross pay. The Township shall pay in ten percent (10%) of the employee's gross pay. The employees shall be one hundred percent (100%) vested throughout the plan.

#### Section 4.

Each employee will be covered by applicable worker's compensation laws.

#### Section 5.

An employee on sick leave or receiving benefits pursuant to the short term or long term disability plan provided by the Township, shall have his/her insurance benefits (not to include pensions) continued for the duration of the sick or disability leave, but not to exceed one (1) year. After one (1) full year

on such leave or leaves, the employee shall be entitled to receive from the Township a supplement in the amount of One Hundred Dollars (\$100) per month towards any hospitalization insurance plan the employee chooses, for as long as the disability leave continues.

Section 6.

"The Township will provide a Thirty Thousand Dollar (\$30,000) life insurance policy for each D.P.W. employee."

ARTICLE 18

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

1) Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position which they held prior to entering the military service, such employees shall be reinstated to

their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of Township service.

2) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

3) Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

#### ARTICLE 19

##### BEREAVEMENT LEAVE

An employee shall be allowed up to three (3) paid days off as bereavement leave for the death of an immediate family member. Immediate family includes: father, mother, step-parent, father-in-law, mother-in-law, sister, brother, step-sister, step-brother, wife, husband, child, step-child, grandparents of employee and current spouse. The employee shall be paid at his straight hourly rate. Wages will be paid for up to three (3) days of absence, excluding Saturdays and Sundays, immediately following the date of death, provided the employee attends the funeral. In the event the site of the funeral is more than two hundred (200) miles from Huron Township, two (2) additional travel days will be allowed.

ARTICLE 20

JURY DUTY

Employees summoned by the Court to serve as jurors may be given a jury duty leave of absence for the period of their jury duty. For each day that an employee serves as a juror, when the employee would otherwise have worked, the employee shall receive the difference between the employee's straight time rate of pay for regular workday and the amount the employee receives from the court, provided they present a receipt, up to a maximum of thirty (30) days per year. In order to receive jury duty pay from the employer, an employee must:

- A) Give reasonable advance notice that she/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.

ARTICLE 21

DEGREE PAYMENT/EDUCATIONAL CLASSES

The Township will reimburse an employee for the cost of a class or subject which has been previously approved by the Township Board, where that class or subject directly pertains to the job. After the successful completion of the class or course, the employee will present a completion certificate or grade within ninety (90) days, which completion certificate or grade shall be a passing grade. If that is done, then the Township will reimburse the employee up to a maximum of Three Hundred Dollars (\$300) per year. Also, it will be required that employee submit proof of payment for the class.



## ARTICLE 22

### LONGEVITY

On the fifth anniversary date of employment each employee shall be paid Two Hundred Dollars (\$200). On each anniversary date thereafter he/she shall receive a like sum, until his/her tenth (10th) anniversary date of employment, when he/she shall receive Four Hundred Dollars (\$400), and that sum plus an additional Twenty Dollars (\$20) for each year of service over ten (10) on each anniversary date thereafter.

## ARTICLE 23

### SICK AND PERSONAL TIME

#### Section 1.

All employees will earn sick or personal days at the rate of one (1) day for each full month paid status of employment. Probationary employees will earn days at the same rate, but may not use them until successful completion of the probationary period. Effective January 1, 1990, each employee will receive one (1) additional sick/personal day and will continue to receive this additional day on January 1st of each year thereafter.

#### Section 2.

A maximum of thirty (30) days may be banked, and the banked days will be paid upon retirement, resignation, death or layoff, as will any days accumulated during the year in which the payment is made. All days not used or banked each year, will be paid at the end of the calendar year or at the employee's request one pay period after the employee submits their request.

### Section 3.

Sick leave shall be used for personal illness, medical reasons, or disability due to an off-the-job injury. After three (3) days absence due to such illness or injury, upon the Employer's request, an employee on sick leave shall provide to the Employer, an authorization for the release to the Employer of medical information regarding the employee and/or a statement from a doctor verifying illness or injury. Further, Employer may, at its expense, require an employee on sick leave to undergo examinations and tests by medical personnel of its choice. Employees shall notify someone in the General Office of inability to report to work. Notice shall be given as soon as the employee is aware of his inability to report to work.

### Section 4.

Employees who have reported to work and who leave work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if they leave before the completion of the first half of their scheduled shift and one-half (1/2) day if they leave after the completion of the first half of their scheduled shift.

### Section 5.

If an employee leaves work due to an injury arising within the scope of employment, he shall not be charged sick leave for that day.

### Section 6.

If, in the judgment of the Employer, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, said employee may be

directed to take sick leave. Disputes arising under this section shall be subject to the grievance procedure. In the event the matter is arbitrated with a decision against the Employer, the Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing an ability to satisfactorily perform required work duties.

Section 7.

Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

Section 8.

Maternity leave shall be treated as sick leave, in accordance with State Law.

Section 9.

Personal days are to be used only for business that must be transacted during the employee's regular work day. Employees must give forty-eight (48) hours notice prior to the use of personal days.

ARTICLE 24

GENERAL LEAVES OF ABSENCE

Section 1.

A leave of absence is a written authorized absence from work for more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the

reason for such leave upon his application. Only a permanent full-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

Section 2.

In no event shall the duration of any leave exceed one (1) year, except upon specific approval of the Township Board for leaves of more than one (1) year.

Section 3.

All leave requests shall state the exact date on which leave begins and the exact date on which the employee is to return to work. Failure to return to work on the exact date scheduled shall be cause for termination. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.

Section 4.

Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary. Upon return of an employee from a leave of absence, he shall be reemployed at the same classification to that which he did last and at the prevailing rate of pay for that job, if that job still exists.

ARTICLE 25

ON-THE-JOB INJURIES/ACCIDENTS

Section 1.

An employee shall report immediately the occurrence of any accident in which the employee is involved and the nature and

extent of personal injury or property damage. Employee shall provide, in writing, a report of said accident incorporating all information requested by Employer.

Section 2.

An employee who loses time on account of injury or illness arising out of and in the course of employment with the Township shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee. Employees, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

ARTICLE 26

TRAVEL EXPENSES

Ordinarily, the only travel expenses incurred will be by employees who use their own automobiles for Township business, after prior approval. A record of the use of the employee's car must be kept by the employee, and show date and number of miles traveled and nature of business. Mileage reimbursement requests must be turned in to the Accounting Department no later than the fifth of each month. Mileage reimbursement will be at the rate of \$.24 per mile. Any other travel expenses must also have the prior approval of the Township Board.

ARTICLE 27

LENGTH OF SERVICE

A full-time employee's length of service shall date from their most recent date of full-time employment. A part-time employee's length of service shall date from their most recent date of hire. A regular full-time employee shall have any previous part-time employment with the township counted towards his seniority at the rate of the actual number of hours worked with each forty (40) hours equal to one (1) week's seniority.

ARTICLE 28

ADDITIONAL TRAINING

Employees required by the Employer to attend any school or seminar shall continue to receive their salary during schooling. Employer shall provide tuition, reasonable expenses, required textbooks and transportation. In the event an employee is required to provide transportation for schooling, the employee shall be reimbursed at the rate of \$.24 per mile for necessary trips to and from the school site. When there is a job related school or seminar open, an employee may express to the Employer, a desire to attend the school or seminar at the expense of the Township.

ARTICLE 29

JOB TITLES AND WAGE LEVELS

The following job titles and wage levels are hereby confirmed:

<u>CLASSIFICATION/STEPS:</u>	<u>EFFECTIVE DATES:</u>		
	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>
<u>D.P.W. Laborer</u>			
Starting Rate	8.00	8.60	9.20
6 Month Rate	8.50	9.10	9.70
1 Year Rate	9.25	9.85	10.45
18 Month Rate	10.00	10.60	11.20
2 Year Rate	10.75	11.35	11.95
3 Year Rate	11.45	12.05	12.65
4 Year Rate	12.10	12.70	13.30
5 Year Rate	13.00	13.60	14.20
<u>Crew Leader</u>	14.25	14.85	15.45

Existing employees will be placed in the step closest to their total time with the Employer. An employee will move from step to step on their anniversary date of hire or on the date half way between their anniversary dates. All wages are to be implemented retroactive to the effective date.

ARTICLE 30

UNIFORMS

The Township shall provide to each employee five (5) sets of summer uniforms, five (5) sets of winter uniforms, two (2) belts and one (1) pair of boots. The Township will thereafter replace these items on an "as needed" basis.

The uniform shall be determined by mutual agreement between the Union and the Township. The Union will review, select, and

recommend to the Township the uniform to be adopted. If mutual agreement can not be reached within six (6) months after ratification, then the Township shall make the determination as to the uniform that will be provided.

ARTICLE 31

COMMERCIAL DRIVER LICENSE

The Township will reimburse each D.P.W. employee for all fees expended in securing or renewing a commercial drivers license.

ARTICLE 32

HEALTH AND SAFETY

The Township will provide all equipment and protective items required to perform the duties of a D.P.W. employee in a safe manner. The employee will be required to utilize all safety equipment provided. Gloves, rain gear and boots will be provided by the Township on an as needed basis for the employees.

ARTICLE 33

CERTIFICATIONS/LICENSES

The Township will provide to each D.P.W. employee the following amount on the first pay check of January each year for the highest state S-license held:

<u>LICENSES</u>	<u>AMOUNT</u>
S-1	\$100.00
S-2	\$ 75.00
S-3	\$ 50.00
S-4	\$ 25.00



ARTICLE 34

DURATION OF AGREEMENT

THIS AGREEMENT shall become in full force and effect on \_\_\_\_\_  
JANUARY 1, 19 90 and shall continue in full force and  
effect until December 31, 1992, and shall continue in effect from  
year to year thereafter, unless either party hereto shall give  
the other party at least sixty (60) days written notice by  
certified mail, before the end of the term of this Agreement, or  
before the end of any annual period thereafter, of its desire to  
terminate the same or to change or amend any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement  
to be executed by their duly authorized representatives on the  
date hereof.

CHARTER TOWNSHIP OF HURON

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214

BY: Christine J Gamber

BY: Don Smith

BY: Vicki L. Lyons

BY: Dance L. Wood

BY: William J. Heaman

BY: \_\_\_\_\_