

12/31/95

AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

**THE TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214 AND THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA**

FROM

JANUARY 1, 1993

THROUGH

DECEMBER 31, 1995

Plymouth Township

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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7/21/93
NOTED
MILWAUKEE COUNTY

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DEFINITIONS

EMPLOYER The Charter Township of Plymouth (also referred to as the Township) (See Preamble).

UNION The Teamsters State, County and Municipal Workers, Local #214 and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (See Preamble).

PROBATIONARY PERIOD Three (3) consecutive months of regular full-time employment. The probationary period may be extended (See Article VII, Paragraph B).

SENIORITY Length of Employee's continuous service with the Township starting with his/her original date of hire (See Article VII, Paragraph A).

GENDER For purposes of this Agreement, the masculine form (e.g. the pronoun "he" shall also include the feminine form, and visa versa).

MONTH The term "month" shall mean a calendar month, (i.e. January, February, etc.).

WORK DAY A day when the Township Offices are open for business. It does not include Saturdays, Sundays or Holidays.

REGULAR EMPLOYEE An Employee who has successfully completed his probationary period.

NOTE: These definitions are for reference purposes only.

PREAMBLE

THIS AGREEMENT entered into on this 29th day of July, 1993, between **THE CHARTER TOWNSHIP OF PLYMOUTH**, party of the first part, hereinafter referred to as the "Township", and the **TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214** and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, party of the second part, hereinafter collectively referred to as the "Union".

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the public; and

WHEREAS, the Township, the Supervisor, and the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Township is required to bargain only in accordance with the Michigan Public Act 379, MPA of 1965; and

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I.

RECOGNITION

A. The Township of Plymouth hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 for a unit, found appropriate in the Michigan Employment Relations Commission Case No. R72 D-140, as certified by the Commission on the 18th day of May, 1982.

B. As hereinafter referred to, the bargaining unit shall consist of all hourly employees of the Department of Public Works who have completed their probationary period and are regular employees of the Department, excluding all part-time, seasonal or temporary employees, all supervisors, and all other employees.

C. For the purposes of this Agreement, probationary employees will be represented for collective bargaining purposes only. Probationary employees serve at the will of the Township. As at-will employees, they are not represented with regard to the termination of their employment.

D. The Township agrees not to negotiate with any other labor organization, other than the Union, with respect to the employees in the unit defined in Paragraph B for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

E. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

ARTICLE II.

MANAGEMENT RIGHTS CLAUSE

The Township Board, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township Board, including, but without limiting the generality of the foregoing, the right to:

- (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- (b) introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- (c) subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;
- (d) determine the number, location and type of facilities and installations;
- (e) determine the size of the work force and increase or decrease its size;
- (f) hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in the work week or work day;
- (g) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services;
- (h) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;

(i) establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications;

(j) determine lunch, rest periods and cleanup times, the starting and quitting times and the number of hours to be worked;

(k) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;

(l) discipline, suspend, and discharge employees for cause;

(m) adopt, revise and enforce Township and departmental rules and regulations (including rules and regulations as to the appearance of employees before going on duty) and to carry out cost and general improvement programs;

(n) transfer, promote and demote employees from one classification or shift to another;

(o) select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;

(p) establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement. Those rights granted to the Township of Plymouth pursuant to this Agreement shall not be exercised in violation of any of the provisions of this Collective Bargaining Agreement.

It is agreed that these enumerations of management's prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE III.

REPRESENTATION

A. The Township recognizes the right of its employees to elect a job Steward and an alternate for the purpose of handling contract grievances. The Steward and the alternate shall be regular employees of the Township.

B. When necessary to investigate and present contract grievances, the Steward shall do so after his working hours, unless otherwise authorized by the Township. No Union activity, including grievance processing, shall be carried on Township premises during scheduled working times.

C. The Township will not recognize any Steward or alternate until his name and position have been certified in writing by the Union to the Township.

D. Neither the Union or any of its officers nor any committeeman shall assume supervisory authority or advise or direct employees to disregard the instructions of supervision.

E. It is agreed that no Union official shall have access to or enter the Township's premises without the prior permission of the Director of Public Services or his designated representative. The employee Union representative shall enter and remain on the premises only during his regular working hours, unless otherwise agreed to by the Director.

F. The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action or engaged in a slow-down or work stoppage in violation of this Agreement.

ARTICLE IV.

AGENCY SHOP AND DUES

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

- (1) 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.
- (2) In accordance with the policy set forth above, all employees in the bargaining unit shall as a condition of continued employment, pay dues to the Union, the employees exclusive collective bargaining representative. The Union shall notify the Employer of any delinquency on the part of any employee accrued after the signing this Agreement and request of the Employer that the employee be terminated. Termination will only follow after a showing that:
 - (a) The Union has provided the objecting non-member with a figure allowing him to reduce the amount of his monthly fee by the percentage of the Union's annual budget spent for ideological of political purposes computed by the Union.
 - (b) Continued refusal to pay.

Disputes as to a good faith reduced amount must be handled through reasonably prompt Union appellate procedures and these procedures must be exhausted prior to litigation. Disputed amounts shall be placed in a Union established escrow account during the pendency of a dispute.

B. During the period of time covered by this Agreement, the Township agrees to deduct from the pay of seniority employees the regular, usual, periodic and uniform dues and/or initiation fees of Local No. 214, provided, however, that the Union shall first present the Township with a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Secretary/Treasurer of the Union and written authorization in suitable form, signed by

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employees allowing such deductions and payments to the local Union. The Union shall be fully responsible for the validity and correctness of the certified check-off list and the Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability, including the fees of legal counsel retained by the Township to defend such a claim that may arise out of or by reason of action taken or not taken by the Township in reliance upon such certified check-off list or authorization.

C. The written authorization from employees will be on the Check-Off Authorization and Assignment Cards. (The Dues Check-Off Form is attached as Exhibit #1, the Agency Fee Check-Off Form is attached as Exhibit #2).

ARTICLE V.

BULLETIN BOARD

A. The Township shall allow the Union to use one (1) bulletin board for posting notices set forth in Section B below, except that additional notices may be posted by permission of the Township Supervisor.

B. Notices shall be restricted to the following types:

- (1) Notices of Union recreational and social affairs;
- (2) Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit;
- (3) Notices of Union meetings and educational classes.

C. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for advertising or for posting or distributing pamphlets of political matter of any kind whatsoever.

ARTICLE VI.

DEPARTMENT RULES

The Township may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for the Department of Public Works employees. If the rules and regulations are specifically overruled by this Agreement, this Agreement shall prevail.

ARTICLE VII.

LENGTH OF SERVICE

A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Township from his original hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

B. It is understood that employees are subject to a probationary period of three (3) consecutive months of regular, full-time employment, during which time the Township shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. An employee's probationary period may be extended for cause, for an additional period of up to three (3) months, by the Township.

C. There shall be no seniority among probationary employees.

D. Upon the signing of this Agreement, the Township and the Union will initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Township shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the Township be required to pay back-pay by reason of the correction of an error on such list.

E. An employee's seniority is broken and seniority rights lost if he:

- (1) quits;
- (2) is discharged and not reinstated;
- (3) is laid off for a period of: one (1) year, or the length of his seniority, whichever is less;
- (4) fails to report for work within three (3) days following recall from layoff;

- (5) is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days;
- (6) fails to return from a leave of absence, vacation or sick leave at the designated time;
- (7) retires;
- (8) if the employee is permanently laid off because of a permanent curtailment or elimination of his department or job.

F. It shall be the responsibility of each employee to notify the Township of any change of address or telephone number. The employee's address and telephone number, as it appears on the Township's records, shall be conclusive when used in connection with the layoffs, recalls or other notices to employees.

G. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining unit representative, and he may exercise his accumulated seniority credits. This clause shall not be construed to limit the Township's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, nor will this clause permit an employee outside the bargaining unit to use seniority to bump or displace an employee within the bargaining unit.

ARTICLE VIII.

GRIEVANCE PROCEDURE

A. Grievance Procedures. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following Grievance Procedure.

A grievance shall be processed utilizing a mutually agreeable form supplied by the Union.

B. Prior to filing a formal grievance, the employee shall attempt to settle the grievance at the department level. In any event, a formal written grievance signed by the employee stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance and the relief requested, must be filed within five (5) working days of the time the grievance arose. If attempts to settle the grievance informally have failed at the department level, formal proceedings shall consist of the following:

STEP #1: Submitting the grievance on the grievance form to the Public Works Manager. Within five (5) working days of receipt of the grievance, the Public Works Manager will submit a written response to the grievance. The Public Works Manager may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before submitting his written response.

STEP #2: In the event the decision rendered in Step #1 is not satisfactory to the employee, he shall submit a Grievance Appeal Form within five (5) working days to the Director of Public Services. The Director will schedule a meeting to discuss the grievance with the employee and the Steward. The Director will render a decision within ten (10) working days of his receipt of the Grievance Appeal Form. (The employee and Steward will be released for Step #1 (if applicable) and Step #2 meetings without loss of time or pay during working hours.)

STEP #3: In the event that the decision rendered in Step #2 is not satisfactory, the employee shall submit a Grievance Appeal Form within five (5) working days of the decision in Step #2 to the Township Supervisor. The Supervisor shall render a decision within ten (10) working days after receiving the Grievance Appeal Form.

C. All grievances must be filed in writing with the Public Works Manager within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not advanced to the next Step by the employee or the Union within the time limit in the Step, or if no time limit is specified, within five (5) working days, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; and the agreed to new date shall prevail.

D. The Township shall not be required to pay back wages prior to the date a written grievance is filed.

- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of the back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.
- (2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance -- unless a grievance has been designated as a representative grievance by mutual written agreement by the parties.

E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

F. Any Agreement reached between the Township and the Union representative is binding on all workers affected and cannot be changed by an individual.

G. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the Grievance Procedure.

ARTICLE IX.

ARBITRATION

A. In the event that a grievance, filed pursuant to Article VIII, is not satisfactorily settled in accordance with Paragraph B of Article VIII, the employee may give notice that the grievance will be submitted to Arbitration in accordance with the following procedure.

B. In the event the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) working days in which to submit the 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) calendar 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. If the parties are unable to agree upon an Arbitrator, the party desiring arbitration shall notify the American Arbitration Association within ten (10) working days following the Notice to Arbitrate, and an Arbitrator shall be appointed under its rules and procedures.

C. The decision of the Arbitrator shall be final and binding on all parties if within the scope of his authority as set forth below and they hereby agree to abide by such decisions.

D. Powers of the Arbitrator. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section A of Article VIII. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish salary scales or change any salary. He shall have no power to rule on any claim or complaint for

which there is another remedial procedure or forum established by law or by regulation of the Township.

In rendering decisions, the Arbitrator shall have due regard to the responsibilities of the Township Board and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement. He shall have no power to change any practice, policy or rule of the Township nor to substitute his judgment for that of the Township as to the reasonableness of any such practice, policy, rule or any action taken by the Township. His powers shall be limited to deciding whether the Township has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Township from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

E. He shall have no power to establish wage scales or change any wage.

F. There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township. The Union shall discourage any attempt by its members to appeal and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an Arbitrator.

G. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. The Township will not be responsible for reimbursing any employee who participates in the Grievance or Arbitration Procedures during his working hours.

H. Notwithstanding any other provision of this Agreement, the Township may submit a grievance to Arbitration procedures pursuant to this Article.

ARTICLE X.

NO-STRIKE CLAUSE

A. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work, or interference with the operations of the Township. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations or picket the Township's premises or companies doing business with the Township (because of a labor dispute with this Township) during the life of this Agreement.

B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure or Arbitration provisions of this Agreement. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have.

C. The committeeman and officers of the local shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

ARTICLE XI.

HEALTH AND SAFETY

A. The Township shall first consider the personal safety of the employees in establishing operational procedures.

B. The Township shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Township will strive to provide protective devices and other equipment which, by mutual agreement, are necessary to protect the employees from injury and sickness.

C. The Township agrees to abide by all applicable safety regulations promulgated by Federal, State or Local government.

D. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the Township. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses, and all other information required by the Township. All injuries sustained by any employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician.

E. Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein, or to adhere to any of the Township's safety rules, shall subject the employee to disciplinary action by the Township. Disciplinary action taken pursuant to this Article which does not exceed one (1) day suspension without pay will not be subject to the Grievance Procedure.

ARTICLE XII.

ATTENDANCE

A. Employees are expected to report to work on time and to observe working hours that have been established.

B. Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

C. In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their Supervisor whenever they expect to report late or to absent themselves from work.

D. Absent employees must notify The Department of Public Works Office, unless it is physically impossible to do so within one-half (1/2) hour prior to or one-half (1/2) hour after the work day begins. If an employee is unable to notify the Department of Public Works Office, he/she must call the Communications Center. Employees who fail to do so will be considered to be absent without pay. All employees are required to call in on each day that he or she will be absent unless the employee provides acceptable medical documentation to support a longer absence. (See Article XX, Paragraphs D and E).

ARTICLE XIII.

HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours per day. Time and one-half will be paid for hours worked on Saturday, provided the employee has worked forty (40) straight time hours during the work week. Double time will be paid for hours worked on Sunday provided that the employee has worked forty (40) straight time hours during the work week. Vacation and holidays will be counted as time worked under this provision. Nothing herein or hereinafter contained shall be construed as a guarantee by the Township of any amount of work in any period or as a limitation on Township's right to schedule work in excess of the normal work day or normal work week. Management reserves the right to determine the work schedule of all employees covered by this Agreement.

For purposes of this provision, the work week shall run from Monday through Sunday.

B. In addition to the normal work day, each employee shall receive one-half (1/2) hour lunch or dinner period.

C. The Township reserves the right to establish or change the time of any work week, shift hours or lunch period. In the event the Township decides to schedule a five (5) day work week for an employee or group of employees on other than the current Monday through Friday basis, the Township will notify the Union in writing. Within the next ten (10) work days the Union may request a meeting to negotiate as to which employee or group of employees will be assigned to the new work week schedule. If no written request is filed within the ten (10) work day period, the Township will have the right to select the employees who will be assigned to the new work week schedule.

D. Annual leave, holidays, and any other paid time shall be considered as time worked for purposes of pay for this Section. Sick leave will be considered as time worked for computation of overtime except in the following situation: If a person takes sick leave after scheduled overtime work has been posted, that sick time will not count as time worked for overtime purposes. An employee must have forty (40) hours of time worked, independent of the sick time, in order to receive overtime pay during that weekly period.

E. The Township reserves the right to require employees to work overtime. With regard to Community Service related overtime work, the Township agrees to offer this work to non-probationary employees who volunteer to perform the work. Should none of the eligible employees volunteer to perform the overtime work, the Township may assign the work to bargaining unit members beginning with the employee with the lowest seniority. The issue of what is or what is not community service work may be discussed in a meeting between the Township and the Union; however, the issue of what is or is not community service work is not grievable.

F. Overtime will be permitted only when authorized by the Public Works Manager or by the DPW Foreman.

G. When the Township assigns overtime work to bargaining unit employees, the overtime work shall, when practicable, be distributed equally to employees working within the same classification, providing the employee can, in the opinion of the Township, do the available work. Overtime will be distributed as provided in this Article. The Township will endeavor to equalize overtime between classifications when, in the opinion of the Public Works Manager, the overtime work could be performed by either classification.

H. All full-time employees shall be allowed a break during the first half of their shift and another break during the second half of their shift. Each break period shall be of twenty (20) minutes duration, and shall be taken at times designated by the Township. Employees will be allowed ten (10) minutes before lunch and before quitting time for personal cleanup.

I. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period.

J. Any employee called into work outside of his regularly scheduled shift shall be assured two (2) hours of work Monday through Saturday at time and one-half and three (3) hours of work on Sunday and holidays paid at the rate of two times his straight time hourly rate provided that if the work time on the call in assignment runs into the employee's regular shift, the overtime rate shall cease and the regular hourly rate for the shift shall be paid.

K. Stand-By: Upon the unavailability of the Public Works Manager and DPW Foreman of the Water and Sewer Department:

- (1) The employee(s) designated as "Crew Leader(s)", if any, will be assigned to weekend stand-by service. (If there is more than one "Crew Leader," the employees will alternate their assigned weekend stand-by service). It is agreed that volunteers will be sought for stand-by service to ensure full coverage while not overburdening any one individual. It is further agreed that the individual will be given "crew leader" pay status for the stand-by service and for time which the employee may be called into work during the stand-by service period.
- (2) Employees performing stand-by service will be paid for three hours of work at one and one-half (1-1/2) times (X) the crew leader rate.
- (3) Employees performing stand-by service must be available for call-in either by telephone, pager, or by leaving an alternative telephone number where they can be reached with the Communications Center. (The designation "Crew Leader" is not an employee classification; see note on page 45 of this Agreement).

L. Foreman. The Foreman (non-union) will be able to perform bargaining unit work under the following conditions:

- (1) To assist one or more bargaining unit members in the performance of their duties.
- (2) To train bargaining unit employees in the proper methods and procedures to be used in the performance of their duties.
- (3) In an emergency (a situation that is outside of the control of management) perform the duties of a bargaining unit member.
- (4) Perform weekend standby service (Article XIII, paragraph K).

It is expressly agreed that the Foreman will not be used in the place of a bargaining unit member except in the above cited instances.

ARTICLE XIV.

LEAVES OF ABSENCE

A. The Township may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. Such leave may be extended upon written approval by the Township. Seniority shall not accumulate during such leave.

B. Employees returning from an unpaid leave of less than thirty (30) days will be re-employed. If the job has been eliminated, the employee will be offered comparable work which may be outside the bargaining unit. No guarantees or rights of reinstatement shall exist after an unpaid leave of absence in excess of thirty (30) days. Military leaves will be treated in a like manner unless employer's obligations are modified by existing federal statutes.

C. Employees on leave must report for re-assignment to work not later than the first working day following the expiration of their leave.

D. Any employee who seeks and/or obtains employment while on a leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

ARTICLE XV.

VACANCIES AND TRANSFERS

A. Vacancies which the Township desires to fill from among present employees will be filled according to seniority, if all other matters, such as ability and physical qualifications, are equal in the opinion of the Township.

B. The Township will reserve the right to hire from outside, if, in the opinion of the Township, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

C. Employees in the bargaining unit may be transferred into another classification when, in the opinion of the Township, the best interest of the employee, Township, and the public will be served.

D. Employees selected by the Township for a promotion to a higher classification should such a classification be established, will serve a sixty (60) day probationary period in the classification during which time they will receive the starting rate for the classification. After the employee has successfully served his sixty (60) day probationary period, he shall then be paid the regular rate for the classification. (See Generally Appendix A to this Agreement).

E. When an employee is instructed in a higher work classification, said employee shall immediately receive the higher classification rate for work performed in that classification.

F. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Township shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Steward with a copy.

The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Steward. During the thirty (30) day period, but not thereafter, the Union may request the Township to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date workers started on the job, except as otherwise mutually agreed.

ARTICLE XVI.

LAYOFF AND RECALL

- A. Employees shall be laid off according to the following procedure:
- (1) Probationary employees within the affected classification will be laid off first.
 - (2) Thereafter, seniority employees within the affected classification will be laid off by proven ability and qualifications as determined by the Township.
 - (3) When a seniority employee is removed from a classification as a result of a layoff, he may be allowed to bump an employee in a lower rated classification within the bargaining unit in accordance with his proven ability and qualifications as determined by the Township.
- B. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Township to re-hire the terminated employees. In the event they are re-hired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
- C. Employees will be recalled in the reverse order of the layoff.
- D. The Township agrees that for the duration of this Agreement, no specific work regularly performed by bargaining unit employees on the effective date of this Agreement will be subcontracted in whole or in part to any person, if it would directly result in the layoff of employees who were in the bargaining unit on the effective date of this Agreement.

ARTICLE XVII.

DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any non-probationary employee without just cause.

B. Any employee may request the Township Supervisor to investigate his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the Township shall take appropriate steps to remedy the error. This provision is independent and separate from the Grievance Procedure and a request for any investigation will not constitute the filing of a grievance pursuant to the Grievance Procedure.

ARTICLE XVIII.

WAGES

A. Employees covered by this Agreement shall receive the following wage increases:

- (1) January 1, 1993 to December 31, 1993: no wage increase.
- (2) January 1, 1994 to December 31, 1994: not less than a two (2%) percent increase to their base wage.
- (3) January 1, 1995 to December 31, 1995: not less than a two (2%) percent increase to their base wage.

B. The actual wages of the employees for 1993, together with the guaranteed maximum improvement for 1994 and 1995, are identified in Appendix A to this Agreement.

C. The two-tiered pay system in existence shall be continued, such that newly hired employees into the bargaining unit shall be compensated at a lesser amount than current employees.

ARTICLE XIX.

HOLIDAYS

A. Providing they meet all of the eligibility rules, all full-time employees on the seniority list shall be paid eight (8) hours pay at their regular straight time rate for the following holidays:

Effective January 1, 1993
through December 31, 1995:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Employee's Birthday
Day Before New Year's Day

B. Providing they meet all of the eligibility rules, all regular full-time employees on the seniority list shall be paid four (4) hours pay at their regular straight time rate for Good Friday.

C. The following rules shall govern the payment of holiday pay:

- (1) The Employee must have seniority on the work day immediately proceeding the holiday involved;
- (2) Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay;
- (3) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

D. Whenever one of the holidays designated in Section A above falls on a Saturday or Sunday and there is no federal or state designated day for observance, Friday will be the day of observance for holidays falling on Saturday, and Monday shall be the date of observance for holidays falling on Sunday.

E. An employee who works a paid holiday shall be paid two (2) times his normal rate, in addition to his normal holiday pay, providing he meets all requirements of this Article.

F. An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day unless the employee has an excused absence.

ARTICLE XX.

SICK LEAVE

A. Sick leave with pay shall be earned by all full-time seniority employees. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of necessity as follows:

- (1) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.
- (2) Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

B. Method of Earning: An employee shall earn one sick day for the purpose of this section for each month a full-time employee works at least one-half of the scheduled work days during a calendar month. (Reference: time worked -- as defined in Article XIII D.)

Method of Use:

- (1) Sick days may be used in the same period when earned.
- (2) The maximum accumulation allowed hereunder is sixty (60) days (480 hours).
- (3) Sick days may be used in increments of one-half (1/2) work day (4 hours).
- (4) Accumulated sick leave shall be paid upon termination or retirement up to a maximum of sixty (60) days (480 hours) based on full wage rate pursuant to the State and Federal Wage and Hour laws.
- (5) Sick time in excess of 480 hours will be bought back by the Township beginning with January 1, 1987 and subsequent years at one-half (1/2) the prevailing hourly wage rate as of December 1st of that year in which the time was earned. Sick leave buy back payments will be made no later than the second pay period in January of the following year.

C. Unscheduled, emergency sick leave (e.g. becoming ill at work) will be charged against the employee(s) sick bank in hourly increments. Otherwise, sick leave must be used in either four (4) hour or eight (8) hour blocks (See Paragraph B(3) of this Article).

D. In order to receive compensation while absent on sick leave, the employee must notify the Township in accordance with the terms of Article XII, Paragraph D.

E. The Township may require that employees provide specific and detailed medical data from the employee's doctor and/or personal affidavit stating the cause of the absence whenever sick leave is taken and the employee is absent for two (2) consecutive work days or when the Township has a reasonable belief that the employee is abusing the privileges of this Article.

ARTICLE XXI.

VACATIONS AND PERSONAL DAYS

A. Each regular, full-time, seniority employee will earn vacation leave with pay in accordance with the following provisions.

B. Vacation leave with pay is earned in the calendar year (January 1 to December 31, inclusive) prior to the vacation year in which the vacation leave with pay is to be taken. Vacation leave with pay will not be granted before it has been earned.

C. The vacation year for all employees is from January 1 to December 31, inclusive. All earned vacation leave with pay must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Township Board in writing.

D. Each regular, full-time, seniority employee will earn vacation leave with pay according to his seniority on January 1 in accordance with the following schedule:

- (1) Employees with at least six (6) months of seniority, but less than five (5) years of seniority, shall earn one (1) working day of vacation for each full calendar month worked, up to a maximum of ten (10) working days.
- (2) Employees with at least five (5) years of seniority, but less than ten (10) years of seniority, shall earn one and one-fourth (1-1/4) working days of vacation for each full calendar month worked, up to a maximum of fifteen (15) working days.
- (3) Employees with at least ten (10) years or more of seniority, shall earn one and two-thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of twenty (20) working days.

E. After a probationary employee completes his probationary period, he will earn one (1) working day of vacation leave with pay for the following vacation year for each full calendar month worked after the completion of the probationary period, up to a maximum of ten (10) working days.

F. Unless otherwise authorized by the Township, vacation leave with pay must be taken in periods of at least five (5) consecutive work days. With management's approval, full-time employees may break up to one-half of their earned vacation into one (1) day increments.

G. Vacations will be set by the Township. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Township during the month of March of each year. The Township will post the vacation list by April 10th of each year.

When authorized by the Township, the employee may change his requested vacation period. The Township may, when in the Township's opinion it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

In the event an employee does not submit an application during the month of March, he may thereafter file such application but it must be filed no later than thirty (30) days prior to the requested vacation period. Such application must be approved by the Township. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the month of March. Those who apply after the month of March will be assigned vacations on the basis of first come, first served.

H. Vacation leave with pay will be paid at the employee's straight time rate of pay.

I. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

J. In the event an employee is absent for work and is on a properly scheduled vacation of at least three (3) consecutive work days and such employee is called into work, such employee will be paid double time for all hours actually worked during such regular vacation.

K. An employee may utilize three (3) days during the calendar year for personal business reasons with prior approval of the Department Head. Personal days

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EFFECTIVE 01/01/93 THROUGH 12/31/95
SIGNATURE COPY 7/21/93**

are not automatic and are provided only if the need for such arise and are not accumulated or earned.

Personal business days may not be used the day prior to or the day after a paid holiday.

Personal business days may be used in increments of not less than one-half (1/2) day, i.e., in increments of four (4) hours.

Personal business days are not charged against sick leave and are not accumulated from one year to the next.

Personal business days are available after completion of a new employee's probationary period.

ARTICLE XXII.

INSURANCE

All full-time bargaining unit employees and all probationary employees who have completed their first 90 days of service (See Article I, Paragraph C) with the Township will be entitled to receive sickness and accident and medical insurance coverage in accordance with the following terms.

B. The Township will make available to bargaining unit employees and their dependents health insurance under the Michigan Conference of Teamsters Welfare Fund Public Employee Plan.

C. Bargaining unit members will not be eligible to participate in any health care plan other than that referred to in Article XXII, Paragraph B.

D. The Township will, for the duration of this Agreement, maintain for each employee life insurance in an amount equal to one and one-half (1-1/2) times the average annual wage, exclusive of benefits and overtime; but in no event will the face value of the policy be less than \$30,000.00.

E. The Township will, for the duration of this Agreement, maintain for bargaining unit members and their dependents, dental and optical benefits under the Michigan Conference of Teamsters Welfare Fund SO(A) Plan.

F. Bargaining unit members will not be eligible to participate in any dental/optical plan other than that referred to in Article XXII, Paragraph E.

G. The Township will provide a long-term disability insurance benefit.

ARTICLE XXIII.

FUNERAL LEAVE

A. Any seniority, regular, full-time employee subject to this Agreement who, while actively working, shall suffer death in his immediate family (as defined in Section B of this Article) shall be granted a leave of absence with basic pay at straight time, eight (8) hours per day for any regularly scheduled working days when he is required to be absent to discharge specific obligations placed upon him by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding three (3) working days.

B. Leaves of Absence may be authorized for the death of any of the following relatives of an eligible employee: spouse, child, parent, brother, sister, grandparent, mother-in-law, or father-in-law.

C. The Township may require written application for such leave, as well as proof of the death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article.

ARTICLE XXIV.

RETIREMENT PLAN

A. The Township will, for the duration of this Agreement, maintain its membership in the Michigan Township Association Pension Fund.

B. Rules concerning eligibility, contributions, and benefits under the Pension Plan and all other rules concerning the maintenance of the Pension Plan will be as are from time to time established by the Michigan Township Association Pension Plan.

C. The Township shall continue its retirement contributions per employee to the Michigan Township Association Pension Plan (Manufacturer's Life Insurance Company), in accordance with the following schedule: contributions equal to 13% of the employee's base wages.

D. Each employee shall make retirement contributions of five (5%) percent of his or her base wages to the Michigan Township Association Pension Plan (Manufacturer's Life Insurance Company).

E. Vesting Schedule:

1. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:

- a. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).
- b. Employer/Township contributions to the pension program: Employee will be fully vested after they complete 20 months of employment for all employer pension contributions (100% vested after 20 months).

2. For bargaining unit employees hired after April 1, 1993, the following schedule shall apply:

- a. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

b. Employer/Township Contributions:

- 20% vested after completion of 1 year of employment
- 40% vested after completion of 2 years of employment
- 60% vested after completion of 3 years of employment
- 80% vested after completion of 4 years of employment
- 100% vested after completion of 5 years of employment

ARTICLE XXV.

GENERAL

A. The Township may, at its discretion, require that employees submit to physical and medical tests and examinations by a Township-appointed doctor when such tests and examinations are considered to be of value to the Township in maintaining a capable work force, employee's health and safety, etc., providing however, that the Township will pay the cost of such tests and examinations.

B. The Township may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

C. If any Article or Section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

D. The Township will provide employees with washrooms and lockers for the changing and storing of clothing.

E. Employees are responsible for the care and maintenance of all Township property. When required by the Township, the employee will sign for the use of the equipment and shall be responsible for the return of the equipment in satisfactory condition. Employees will be responsible for damage to equipment, reasonable wear and tear excepted. Except that no employee will be responsible for damage to equipment unless proof of negligence is shown.

F. Employees will be paid their regular straight time wages for time spent serving on jury duty, on the condition that monies received by the employee for serving on the jury duty be paid over to the Township.

G. It is the duty of the employees to report all defects of equipment. Defects in motorized vehicles will be reported to the DPW Superintendent or his Assistant. All other equipment defects shall be reported immediately, or, where so directed by the Township, at the end of the shift, in writing, to the Township.

H. The Township shall furnish gloves, rubber goods and safety equipment and other protective clothing and equipment deemed necessary by the Township to

protect bargaining unit members. Uniforms and coveralls, when necessary, will be supplied and cleaned by the Township. Soiled or dirty uniforms and coveralls will not be taken home by employees.

I. The Township will, for the duration of this Agreement, pay the premiums for the applicable Workers' Compensation Insurance for employees in accordance with the law.

J. In the event that an employee works a minimum of ten (10) consecutive hours on any work day (i.e., the employee works a minimum of two (2) hours after his regular eight (8) hour shift), the employee will be paid a meal allowance of Five and NO/100 (\$5.00) Dollars, payable with his next regular paycheck. This provision will not apply in the event that an employee is called back to work after his regularly scheduled shift.

K. Sexual Harassment. The Township and the Union are committed to the proposition that sexual harassment cannot and will not be condoned or in any way tolerated in the workplace.

L. Community Service Personnel. When requested, bargaining unit employees will work with and assist community service personnel assigned to the Township. Guidelines concerning the utilization of community service personnel are attached as Exhibit #3 to this Agreement.

M. Upon written request by the Union and the concerned bargaining unit employee, the Township shall provide the Union with copies of time sheets, earnings records, assignment sheets on other documents concerning the employee's working conditions. This paragraph shall not include medical records maintained by the Township pursuant to the requirements of the Americans with Disabilities Act or any other State or Federal statute.

N. Non-Discrimination. The Township may take all appropriate action to ensure that no person, organization or entity shall discriminate against any Department of Public Works applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight, arrest record or handicap/disability.

ARTICLE XXVI.

LIMITATION OF AUTHORITY

A. No employee, Union member or other agent of the Union shall be empowered to call or cause, or participate in any way, in any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

B. Any individual employee or group of employees who violates or disregards the Arbitration or Grievance Procedure set forth in Articles VIII and IX of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XXVII.

PROFESSIONAL QUALIFICATIONS

A. The Township and Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, at its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township. The Township may change, modify or re-schedule normal work hours when, in the Township's opinion, it is necessary to provide for employee attendance at the selected training programs, sessions or meetings. Employees will suffer no loss in pay and will be compensated for expenses deemed necessary by the Township.

B. The Township shall determine which employees must have a Commercial Driver's License as a condition of employment. Those individuals shall successfully complete all necessary tests and examinations. (e.g. The employees shall obtain, maintain and retain their commercial Driver's Licenses). For those individuals, the Township will pay the fees associated with obtaining, maintaining, and retaining the Commercial Driver's License.

ARTICLE XXVIII.

SCOPE OF AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Township and the Union, 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 matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

ARTICLE XXIX.

SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union Steward and the Township Supervisor or her designated representative. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his regular straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the Township at the employee's normal, regularly scheduled straight time, and does not apply to time spent in the attendance of a special conference during non-work hours or after the regularly scheduled straight time shift.

ARTICLE XXX.

DURATION OF AGREEMENT

A. All of the provisions of this Agreement shall be effective upon final signature unless otherwise specified in this Agreement and shall continue to remain in full force and effect up to and including December 31, 1995, and thereafter for excessive periods of one (1) year unless either party shall at least ninety (90) days prior to December 31 serve written notice on the other party of a desire to terminate, modify, alter, re-negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

B. If any negotiations described in Section 1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

C. **IN WITNESS WHEREOF**, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives this 21st day of July, 1993.

THE CHARTER TOWNSHIP OF
PLYMOUTH

BY: Kathleen Keen-McCarthy
KATHLEEN KEEN-MCCARTHY
Its: Supervisor

BY: Marilyn Massengill
MARILYN MASSENGILL
Its: Clerk

REVIEWED FOR THE TOWNSHIP

BY:


JAMES D. ANULEWICZ

Its: Director of
Public Services

BY:


THOMAS R. HOLLIS

Its: Public Works
Manager

BY:


CATHERINE A. BROADBENT

Its: Human Resource
Director

BY:


NIELS ERIC HANSEN

Its: Township Attorney

FOR THE UNION; TEAMSTERS
STATE, COUNTY, AND MUNICIPAL
WORKERS LOCAL 214 AND THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA

BY:


LES BARRETT

Its: Business Representative

BY:


DEBORAH L. CLEMENTE

Its: Bargaining Unit
Representative

APPENDIX A

CHARTER TOWNSHIP OF PLYMOUTH

WAGE SCHEDULE FOR TEAMSTERS LOCAL 214

A. For those hired before December 31, 1986:

	<u>1993</u>	<u>1994*</u>	<u>1995*</u>
		2%	2%
Maintenance	\$13.41	\$13.68	\$13.95
Crew Leader	\$14.62	\$14.91	\$15.21

NOTE: A crew leader is not an employee classification but a pay designation given to a current employee to recognize this employee's talents and contribution. The use of this pay designation for other employees in the future is within the sole discretion of Management.

B. For those hired after December 31, 1986:

Maintenance

	<u>1993</u>	<u>1994*</u>	<u>1995*</u>
Start (75%)	\$ 10.06	\$10.26	\$10.47
After 1 Year (80%)	\$ 10.73	\$10.94	\$11.16
After 2 Years (85%)	\$11.40	\$11.63	\$11.86
After 3 years (90%)	\$12.07	\$12.31	\$12.56
After 4 years (95%)	\$12.73	\$12.98	\$13.24
After 5 years (100%)	\$13.41	\$13.68	\$13.95

NOTE: The Township may start a new employee at a rate higher than the "start (75%)" rate, but not as high as the "after 5 years" rate of pay, based upon the employee's qualifications and prior work experience. The employee will still be subject to the probationary guidelines contained in this contract. (See Article XII, Paragraph B). All employees that join the bargaining unit, including those who start at a rate of pay higher than the "start (75%)" rate, must serve at least three (3) years in the unit before

**PLYMOUTH TOWNSHIP/TEAMSTERS
EFFECTIVE 01/01/93 THROUGH 12/31/95
SIGNATURE COPY 7/21/93**

being eligible to receive the maximum "five (5) years (100%)" pay rate.

*NOTE: Rates for 1994 and 1995 are minimum improvements. Final amount subject to a contract reopener.

See Attached page for revised amounts.

EXHIBIT #1

DUES CHECK-OFF FORM

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL No. 214

2825 Trumbull Ave. 48216-1297

962-7729

Book No. _____

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

PRINT NAME _____ DATE OF BIRTH _____

HOME ADDRESS _____ CITY _____ ZIP _____

WHERE EMPLOYED _____ DATE EMPLOYED _____

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H. of A., hereby authorize my employer to deduct from my wages and to pay to Local No. 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 is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, 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 Company and the Union at least 60 days and not more than 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. Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Social Sec. No. _____ Classification _____

Date _____ Signature _____



WHITE — UNION COPY

12/31/95

*This revised Appendix A received
7/5/94.*

PLYMOUTH TOWNSHIP/TEAMSTERS
EFFECTIVE 01/01/93 THROUGH 12/31/95
SIGNATURE COPY: MAY __, 1994

APPENDIX "A"

CHARTER TOWNSHIP OF PLYMOUTH

WAGE SCHEDULE FOR TEAMSTERS LOCAL 214

A. For those hired before December 31, 1986:

	<u>1993</u>	<u>1994</u>	<u>1995</u>
		3%	3%
Maintenance	\$ 13.41	\$ 13.81	\$ 14.22
Crew Leader	\$ 14.62	\$ 15.06	\$ 15.51

NOTE: A crew leader is not an employee classification by a pay designation given to a current employee to recognize this employee's talents and contribution. The use of this pay designation for other employees in the future is within the sole discretion of Management.

B. For those hired after December 31, 1986:

<u>Maintenance</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
Start (75%)	\$ 10.06	\$ 10.36	\$ 10.67
After 1 Year (80%)	\$ 10.73	\$ 11.05	\$ 11.38
After 2 Years (85%)	\$ 11.40	\$ 11.74	\$ 12.09
After 3 Years (90%)	\$ 12.07	\$ 12.43	\$ 12.80
After 4 Years (95%)	\$ 12.73	\$ 13.11	\$ 13.50
After 5 Years (100%)	\$ 13.41	\$ 13.81	\$ 14.22

NOTE: The Township may start a new employee at a rate higher than the "start (75%)" rate, but not as high as the "after 5 years" rate of pay, based upon the employee's qualifications and prior work experience. The employee will still be subject to the probationary guidelines contained in this contract. (See Article XII, Paragraph B). All employees that join the bargaining unit, including those who start at a rate of pay higher than the "start (75%)" rate,

Plymouth Township

must serve at least three (3) years in the unit before being eligible to receive a maximum "five (5) years (100%)" pay rate.

TEAMSTERS LOCAL 214

CHARTER TOWNSHIP OF PLYMOUTH

Les Barrett
By: Les Barrett
Its: Business Representative

Kathleen Keen-McCarthy
By: Kathleen Keen-McCarthy
Its: Township Supervisor

Deborah Clemente
By: Deborah Clemente
Its: Bargaining Unit Representative

Marilyn Massengill
By: Marilyn Massengill
Its: Township Clerk

Dated: 5-19-94
spell out pen

Dated: 5-25-94

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RECEIVED
TOWNSHIP OF PLYMOUTH
MAY 27 1994

EXHIBIT #2

AGENCY FEE CHECK OFF

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL No. 214

2801 Trumbull Ave. 48216

(313) 962-7729

Book No.

Agency Fee Check-Off Authorization and Assignment

PRINT NAME..... DATE OF BIRTH.....
HOME ADDRESS..... CITY..... ZIP.....
WHERE EMPLOYED..... DATE EMPLOYED.....

I, the undersigned member of the bargaining unit, Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & H of A., hereby authorize my employer to deduct from my wages and to pay to Local 214 and/or its authorized representative, 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 Company, 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 Company and the Union at least 60 days and not more than 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 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.

Social Sec. No.



Date.....Signature.....

EXHIBIT #3

COMMUNITY SERVICE PERSONNEL

Occasionally, Community Service Personnel (CSP) will be assigned to assist DPW Departmental personnel. In these cases, the following guidelines will be followed:

1. CSP's will be assigned tasks of an uncomplicated nature such as: shoveling snow, washing vehicles, removing leaves, restorations, etc.
2. CSP's will be working with DPW employees.
3. The involved DPW employee will inform and assist the CSP through the assigned tasks.
4. Should the CSP not work, or leave the area without permission, the DPW employee should radio the DPW Assistant or DPW Superintendent. DPW departmental personnel shall not order or be responsible for the work performance of any CSP.
5. Management shall check the work status of the CSP's on a regular basis.

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
TEAMSTERS LOCAL 214

THE PARTIES HERETO, agree a follows:

1. This Letter of Understanding addresses active employment for current collective bargaining employees during the term of the 1993-1995 Collective Bargaining Agreement between the Charter Township of Plymouth and Teamsters Local 214.
2. Recognizing the joint interest of the Township and the Union to provide quality services to the citizens of Plymouth Township and also to provide job security to the workforce, the parties agree to continue (no layoff) the employment of the current employees of the Bargaining Unit (at the time of the signing of this letter of understanding -- "covered" employees) for the duration of this Agreement, except as otherwise provided herein.
3. This Agreement is not to be construed or interpreted as any type of minimum staffing or guaranteed staffing arrangement. For example, if current employee separates from employment either voluntarily (voluntary quit or retirement) or involuntary (as a result of discipline), the Township, in its sole discretion, may or may not fill the vacancy.
4. This Agreement shall not, in any way, limit the Township's right or ability to discharge a non-probationary employee for cause, as provided in Article 17.
5. This Agreement shall not, in any way, limit the Township's ability to discharge a probationary employee with or without cause.
6. Should the Township hire any new employees, either as an addition to the existing work force or as a replacement for a covered employee, the newly-hired employee's terms and conditions of employment will be controlled by the terms of the collective bargaining agreement and not by this letter of understanding.
7. This agreement shall be effective, as long as there are no significant changes in the circumstances for the Township (an example of a significant change of circumstance would be the elimination of a source of funding for the Township through state or federal action).
8. In the event that there is an allegation that the Township, in any way, has violated the terms of this letter of understanding, such charge will be resolved under the terms of the grievance/arbitration procedure contained in Article 9 of the Collective Bargaining Agreement.
9. Length of Agreement - this Letter of Understanding will remain in effect until December 31, 1995. The Agreement reached in this letter of Understanding concerning layoffs can only be extended by the mutual written agreement of the parties. Unless the parties agree to extend this Agreement in writing, this Letter of Understanding shall be void and the provisions of the Collective Bargaining Agreement shall govern.

AGREED THIS 21st DAY OF JULY, 1993, AT PLYMOUTH, MICHIGAN.

TEAMSTERS LOCAL 214

BY: *Les Barrett*
LES BARRETT
Business Representative

BY: *Deborah Clemente*
DEBORAH CLEMENTE
Bargaining Unit Representative

DATED: *July 29*, 1993

THE CHARTER TOWNSHIP OF
PLYMOUTH

BY: *Kathleen McCarthy*
KATHLEEN KEEN-McCARTHY
Supervisor

BY: *Marilyn Massengill*
MARILYN MASSENGILL
Clerk

DATED: *July 16*, 1993

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
TEAMSTERS LOCAL 214

THE PARTIES HERETO, agree a follows:

1. Either the Township or the Union may, by written notice served on the other on or before the 60th day prior to January 1, 1994, re-open the agreement for negotiations concerning only the following:
 - a. Wage schedule for the period January 1, 1994 - December 31, 1995 (the second and third years of the contract.) The Township and the Union agree that any adjustment to wages will contain an improvement of at least 2% per year, as reflected in the current Appendix A to the contract; and
 - b. The standby-work schedule/volunteer issues provided for in Article VIII, paragraph K.
2. The parties agree to meet at least 30 days prior to January 1, 1994 to commence negotiations with regard to such matters.

AGREED THIS 21st DAY OF JULY, 1993, AT PLYMOUTH, MICHIGAN.

TEAMSTERS LOCAL 214

BY: *Les Barrett*
LES BARRETT
Business Representative

BY: *Deborah Clemente*
DEBORAH CLEMENTE
Bargaining Unit Representative

DATED: *July 29*, 1993

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: *Kathleen McCarthy*
KATHLEEN KEEN-McCARTHY
Supervisor

BY: *Marilyn Massengill*
MARILYN MASSENGILL
Clerk

DATED: *July 26*, 1993

214

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
TEAMSTERS LOCAL 214
WITH REGARD TO THE SPECIAL EMPLOYMENT SITUATION OF ARDYTH PAGANONE

THE PARTIES HERETO, agree a follows:

With regard to the health, dental and vision insurance, Ardyth Paganone will be allowed to continue and maintain her present health, dental and vision insurance programs subject to the same terms and conditions as general Township employees.

AGREED THIS 21st DAY OF JULY, 1993, AT PLYMOUTH, MICHIGAN.

TEAMSTERS LOCAL 214

BY: *Les Barrett*
LES BARRETT
Business Representative

BY: *Deborah Clemente*
DEBORAH CLEMENTE
Bargaining Unit Representative

DATED: *July 29*, 1993

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: *Kathleen Keen-McCarthy*
KATHLEEN KEEN-McCARTHY
Supervisor

BY: *Marilyn Massengill*
MARILYN MASSENGILL
Clerk

DATED: *July 26*, 1993

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