

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
FACT FINDING

In the Matter of:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214,

Union,

-and-

MERC Case No: D06 E-1543

CHARTER TOWNSHIP OF BROWNSTOWN,
MICHIGAN,

Employer.

APPEARANCES

On Behalf of the Union:

Joseph Valenti, President
Teamsters Local No. 214
2825 Trumbull Ave.
Detroit, MI 48216

On Behalf of the Employer:

Kevin J. Foley, Esq.
Foley & Robinette, P.C.
13349 Reeck Court
Southgate, MI 48195

- Petition Filed: January 31, 2008, amended October 14, 2009
- Fact Finder Appointed: March 13, 2008
- Pre-Hearing and Amended Petition: January 14, 2010
- Hearing: February 23, 2010
- Post-Hearing Written Arguments: March 15 & 19, 2010
- Report/Recommendation: May 26, 2010

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FACT FINDING REPORT AND RECOMMENDATION

BACKGROUND

The parties have been attempting to resolve their first (initial) collective bargaining agreement involving the administrative unit whose description is set forth in the amended petition filed by the Union on October 14, 2009. Suffice it to say, that the parties have been negotiating for approximately five years without obtaining an agreement. The Union has been represented by the Teamsters State, County and Municipal Workers, Local 214. However, there have been two separate elected representatives on behalf of the Township, and Mr. Foley, who is now representing the Employer, is the second attorney to represent the Township. The Union believes that "by publishing this dispute, it may force the parties into a position where settlement will occur in a much more expeditious manner than if this matter were not published."

OPEN ISSUES

1. Health Insurance (Co-pay)
2. FMLA (Family Medical & Leave Act)

3. Sick Leave
4. Duration of the Agreement
5. Administrative Leave
6. Wages

HEARING/EVIDENCE

The parties, at the hearing, presented substantial booklets containing the following evidence.

The Employer presented:

- Letter of Understanding, December 18, 2008
- Unit members' pay/benefits
- Medical coverage/pension plan by unit
- COAM contract
- Local 214 contract - Patrol/Dispatch
- IAFF contract
- MAP contract - police support
- AFSCME (TPOAM) contract
- Comparable communities' pay and benefits
- Comparable communities' back up
- Revenue sharing - comparison FY2008-FY2009
- Revenue sharing - comparison FY2009-FY2010
- Brownstown Twp. grand recapulation 2008
- Brownstown Twp. grand recapulation 2009

Likewise, the Union presented its documents including:

- The Union's Petition for Fact Finding
- Appointment of fact finder
- Union's amended petition for fact finding
- How we view our relationship with this employer
- Issues to be presented to the fact finder:
 - Health Insurance - co-pays
 - FMLA
 - Sick Leave
 - Duration of contract
 - Wages
 - Administrative leave
- Union's final position on issues before the fact finder
- Appendices
- Contracts

- Fire Fighters
- Police Clerical
- Police Command
- Police Officers
- Administrative Unit job descriptions

In addition to above evidence there was testimony and argument of the parties. It was agreed that post-hearing written positions would be submitted. Those arguments were received in March 2010. In sum, all of the above evidence was considered in evaluating and recommending possible resolution of the identified issues. The fact finder, requested and was granted additional time to submit this report/recommendation. For that additional time, I thank the parties.

Moreover, Mr. Valenti submitted on February 26, 2010 a suggested base contract which had been discussed with and prepared during his negotiations with the former administration and former attorney. A review of that document, which is attached, leaves the fact finder to conclude and recommend that that document be used as a base agreement between the parties in attempting to resolve their issues.

RECOMMENDATIONS

All members of this unit had individual contracts of some type prior to the Union's recognition. Importantly, there is a letter of understanding between the parties that resolves some financial issues for the years 2006, 2007, 2008. But, it appears to leave the base rate of all union members at a 2005 rate. Also, there are tentative agreements. They should be identified and adopted by the parties in a final document. As stated earlier, the issues resolved with former Township counsel, John Clark, should also be identified and adopted, and the attached "Base Contract" should be used to obtain the final agreement covering the terms of the parties' understanding.

With respect to the specific issues identified, the following recommendations are made:

1. **HEALTH INSURANCE:** Unit members, based upon the evidence, should pay 3% co-pay. This should modify the "Bentley" health care benefit as perceived by the Employer.

2. **FMLA:** Members should exhaust all accumulated sick leave (however calculated) prior to FMLA incurred leave time. There should be no deduction for vacation time which is similar to that benefit received by the Police Department.

3. **SICK LEAVE:** The sick leave program should be developed that employees would earn one day per month, which is fairly standard. This is a "new" benefit that should become effective retroactive to January 1, 2010.

4. **DURATION:** The parties have agreed to a contract term of January 1, 2009 through December 31, 2011. That is the term of the hoped for collective bargaining agreement.

5. **ADMINISTRATIVE LEAVE:** The Union requests "compensatory time" for time worked over 45 hours in a week. The writer agrees with the concept to some extent. These employees are so-called professionals and are periodically required to work what is probably referred to as casual overtime. However, they are employees and they are not elected. The parties shall resolve the "casual overtime" amount after which a comp time program should be considered.

6. **WAGES:** Unit members were, under the terms of the Letter of Agreement, paid amounts calculated on the 2005 calendar year which were considered "base pay" for the calculations. This agreement recognized the Union as the sole bargaining agent. The agreement also provides that "the final collective bargaining agreement between the parties shall not contain any increase in wages for any reason for the period that pre-dates December 31, 2008." Likewise, the agreement states that the matters specifically resolved "shall be included in the final collective bargaining

agreement and shall not be modified." The parties can, for their own reasons, modify that document or any agreement for that matter.

The Employer argued that the agreement and the memo of December 12, 2008 "freezes all administrative salaries at 2005 levels" and any increase should be added to the 2005 base rate only.

The Union, on the other hand, suggests that all amounts received under that agreement should be "rolled into the base rate". The amounts received are (2.5% per year for 2006, 2007 and 2008) that was deemed payment for all back pay amounts that would be claimed by the Union for the period ending December 31, the lump sum severance pay, lump sum payment made in exchange for the Union not seeking merit pay increases and payments received regarding pension contributions. The Union suggests that all of these amounts should be rolled into the base rate calculation of the 2009 and subsequent years of the agreement.

To adopt the Employer's position that wages should be calculated on the 2005 base rate appears, based on the evidence, to be unfair. Likewise, to add fringe benefit amounts that were agreed to by the parties would also be an unfair gain for the members.

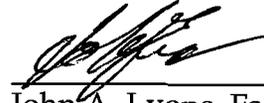
The fact finder finds that after reviewing the comparables, both internal and external, the respective rates of the various classifications of the various bargaining units do not base their 2009 wage on a base rate existing in 2005. Rather, the rate is based upon what it is, or should have been in the year 2008. Therefore, the wages received by the unit members from 2006 to December 31, 2008 should be rolled in. The 2009 rate should be calculated as if the 2.5% rate was added to the 2006, 2007, and to the 2008 rate used to calculate the new base rate for 2009, and later years. Each year

thereafter 2% increases are recommended. That is, January 1, 2009 - 2%, January 1, 2010 - 2%, January 1, 2011 - 2%.

CONCLUSION

As the parties know, these recommendations are made based upon the totality of the evidence. Although the recommendations are not binding nor mandatory, it is hoped that their direction will assist the parties in resolving the final issues of this dispute.

Respectfully submitted,



John A. Lyons, Fact Finder

Dated: May 26, 2010

**AGREEMENT BETWEEN THE
CHARTER TOWNSHIP OF BROWSTOWN
AND
BROWNSTOWN TOWNSHIP ADMINISTRATIVE UNIT**

TEAMSTERS LOCAL UNION NO. 214

(3 Year term agreement – list dates)

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2007 by and between the CHARTER TOWNSHIP OF BROWNSTOWN (hereinafter called the "Township") and Brownstown Township Administrative Unit, Teamsters Local Union No. 214 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Township and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Union and the employees and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Township establishing and maintaining proper service.

To these ends the Township and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Township, the Union and the employees.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "Contract".

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

ARTICLE 1

Section 1.1 MANAGEMENT'S RIGHTS

The Township Board shall continue to exercise its rights of executive management and administrative control of the Township, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices, staffing and procedures for effective management, except those which are clearly and expressly relinquished herein by the Board.

Section 1.2 NO STRIKE PROVISION

During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Township as defined in Act 379, P.A. 1965. Notwithstanding the foregoing, in ~~the event any members of the Union or employees represented by the Union violate this~~ Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

ARTICLE 2
RECOGNITION

Section 2.1 EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, Brownstown Township does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees of Brownstown Township included in the bargaining unit as described below:

- A. Senior Accountant.
- B. Economic Development Manager.
- C. Property Appraiser.
- D. DPW Director
- E. Assistant DPW Director
- F. DPW General Foreman
- G. DPW Administrative Assistant
- H. Parks and Recreation Director
- I. Chief Assessing Officer
- J. Housing/Zoning Officers
- K. Supervisor/Administrative Assistant
- L. Senior Citizen Coordinator
- M. Building Official
- N. Deputy Police Chief
- O. Police Chief's Secretary
- P. Fire Chief's Secretary

EXCLUDING ALL OTHER EMPLOYEES, INCLUDING SEASONAL AND PART TIME.

Q. PART TIME POSITION

Persons may be hired into part time positions under the following conditions:

- a) Part time employees shall receive pay in accordance with the applicable scale for the position in which they are hired, without benefits.
- b) Part time employees shall not be used to replace full time personnel.

ARTICLE 3

AID TO OTHER UNIONS

Section 3.1

During the term of this Agreement, the Township agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

ARTICLE 4
UNION SECURITY AND CHECK-OFF

Section 4.1 AGENCY SHOP-PAY DEDUCTION

A. All employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

- (1) Become members of the Union; or
- (2) Pay to the Union an amount of money equal to the Union monthly dues.

B. In the event that an employee covered by Section A. above does not join the Union or tender his service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination, provided the Union has complied with the following:

- (1) Fulfilled its obligations by sending written notice to the employee that he has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. Copy of such notice should be sent to the Township Board.
- (2) Fulfillment of its responsibilities by sending written notice to the employee (copy to the Township Board) that he has not fulfilled his obligations by the requisite date and that a request for his termination was being made to the Township Board.
- (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations; that it is an official request of the Union, and that the "save harmless" clause shall be put into effect.

C. If an employee has tendered directly to the Union his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union.

D. In the event an employee does not tender his payment of dues or service fee directly to the Union, he may execute a written authorization to the Township for deductions from his pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

- (1). Union member - the regular and equal amount of union dues and fees.
- (2). Non-Members - the regular and equal amount of union dues and fees (referred to as "service fees"), excluding fines and assessments.

E. If any Court of Competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any federal or State law, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

Section 4.2

Employees shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

Section 4.3

Remittance of dues shall be payable to Teamsters. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list from whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

Section 4.4

Termination of check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Township of the names of such employees following the end of each month in which the termination took place.

Section 4.5

Disputes concerning membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Township and representatives of the Local Union if not resolved may be decided at the final step of the grievance procedure.

Section 4.6

The Union will protect and save harmless the Township from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Township for the purpose of complying with Article III of this Agreement.

ARTICLE 5
DISCRIMINATION

Section 5.1

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 5.2

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 5.3

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 5.4 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.

Section 5.5

All employees shall be allowed to live in communities located within a 20-mile radius of a Township Border. If a community is located within that 20-mile radius, the employee will be permitted to live anywhere within the borders of that community. Employees are not permitted to live outside of the United States (i.e. Canada).

ARTICLE 6
AMERICANS WITH DISABILITIES ACT

Section 6.1

This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained in the ADA. The Township and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree to meet as necessary during the term of this agreement to discuss any specific problems which may arise in fulfilling this obligation.

ARTICLE 7
FAMILY LEAVE ACT

Section 7.1

The Township and its employees shall comply with the Family Medical Leave Act (FMLA) and the applicable regulations. Family Leave Act Policy Guidelines as adopted by the Township and subsequent amendments thereto are hereby incorporated by reference as an addendum to the contract.

ARTICLE 8
REPRESENTATION

Section 8.1

The employees shall be represented by one (1) Steward and one (1) alternate Steward, who will act in the absence of the Steward, who shall be a regular seniority employee.

Section 8.2

The Union shall furnish in writing the names of all Stewards upon their election or appointment by the Union.

Section 8.3

Each Steward shall be allowed a reasonable amount of 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 place of work 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 when necessary 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 his return to work. The above privilege is extended to Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

ARTICLE 9

GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

Section 9.1

Grievance Definition. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and signed and filed together with the grievant and Union Steward of the Bargaining Unit. Grievances are limited to matters of interpretation, violations or application of express provisions of this Agreement.

Section 9.2

Grievance Procedures:

Non-discipline and suspensions up to and including five (5) days:

All grievances shall be filed within thirty (30) days of the alleged violation. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. Any employee having a grievance shall first take up the matter with Human Resources. Human Resources shall attempt to adjust the matter and shall respond to the Union Steward or employee within five (5) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward and employee to the Township Supervisor and Board Designee within five (5) days after the Human Resource's response is due. The Twp. Supervisor and Board Designee shall respond to the Union Steward and employee in writing within five (5) working days.

Step III. If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the reply of the Township Supervisor and Board Designee is due, by written notice to the Township, request arbitration. Upon mutual consent of the parties, the matter may be submitted to mediation through MERC before or in lieu of arbitration. If mediation is conducted and a mutually

satisfactory resolution is not attained, the Union may continue the appeal to arbitration within fourteen (14) calendar days of the final mediation hearing and with written notice to the Township Board.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Township and the 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 MERC.

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.

If the arbitrator's decision is within the scope of his authority, it will be final and binding on the Union, its members, the employee or employees involved and the Board.

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 limit in that step, or if no time limit is specified, within five (5) business days will be deemed abandoned. Time limits may be extended by mutual consent of the Township and the Union, in writing, and if so, the new time will prevail.

Section 9.3

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. Any employee who takes an

unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to have this right revoked.

Section 9.4

The decision of the arbitrator, in any case, shall not require a retro-active wage adjustment in any other case unless it pertains to a Class Action grievance filed by more than one member of the bargaining unit.

Section 9.5

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 a violation of any work rule, regulation, duty, responsibility or policy.

Section 9.6

Suspensions of more than five (5) days:

In Suspensions of more than five (5) days, the effected employee may, after step II request in writing through Human Resources to appear before an open or closed meeting with the Township Board. Appearance before the Board shall be in accordance with the Open Meetings Act.

ARTICLE 10
DISCHARGE CASES

Section 10.1

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 ten (10) working days and, if the suspension is converted into a discharge, such discharge shall not be made effective until the end of said ten (10) 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 ten (10) 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 10.2

In the event the affected employee believes that his discharge under Section 10.1 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 10.3

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.

Section 10.4

Theft, misappropriation or unlawful conversion of Township property by an employee shall constitute sufficient cause for discharge of said employee. Upon a finding by the Arbitrator that such theft, misappropriation or unlawful conversion did occur, the discipline imposed shall be sustained.

ARTICLE 11

LAYOFFS

Section 11.1

A. 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 employee is qualified to do the available work without any additional training.

B. 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. However, the Township shall not be required to promote an employee at time of layoffs unless he has previously performed the higher-rated job and is able to do the work.

C. Employees to be laid off for an indefinite period of time will have at least fifteen (15) business days notice prior to any layoff. The Local Union Secretary will receive a list from the Township of the employees being laid off on the same date the notices are issued to the employees.

D. Benefits will not be extended to laid off employees, except that they may exhaust prepaid medical benefits. All other benefits will terminate upon layoff.

RECALL PROCEDURE

Section 11.2

A. 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 an employee at time of recall unless he has previously performed the higher-rated job and is able to do the work.

B. Seniority of an employee who is reemployed 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 Township.

C. 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 fifteen (15) business days from the date of mailing of notice of recall, he shall be considered a quit. Extensions may be granted in proper cases.

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

E. Seniority employees on layoff shall be recalled prior to the utilization of any part-time or temporary employees.

ARTICLE 12

SENIORITY

Section 12.1 Probationary Employees.

An employee is a probationary employee for his first six (6) months of employment. Upon completion of the probationary period, the employee shall be credited with ninety (90) days length of service and it shall be so entered on the seniority list.

The Union shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that there shall be no seniority of or among probationary employees.

Section 12.2 Seniority Lists.

A. The Township will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on or before December 1st and again on or before July 1st each year. A list of changes (as they occur) will also be provided to the one (1) Union Steward.

B. Seniority lists will show the names and job titles by department, of all employees entitled to seniority.

Section 12.3 Loss of Seniority

An employee's Seniority shall terminate for the following reasons:

1. He/She quits.
2. He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. He/She retires.

ARTICLE 13

PROMOTIONS AND VACANCIES

Section 13.1

A. When, in the sole discretion of the Township 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 classifications and its duties. Job vacancies shall be posted for a period of ten (10) calendar days in a conspicuous place in each building.

B. Within the ten (10) calendar days of posting, any Union member who believes he or she has the minimum required qualifications and capacity to perform the duties, shall submit in writing to the Human Resource Coordinator their desire to apply for said vacant or new position.

C. Following receipt of said applications, the Human Resource Coordinator shall make a determination as to whether the applicants meet the minimum qualifications and otherwise are capable of performing the duties of the vacant or new position. If the Human Resource Coordinator, in his/her sole discretion determines that an applicant does not have the minimum qualifications and/or capacity to perform the duties of the vacant or new position, the Human Resource Coordinator shall notify that applicant in writing that they are not being considered for the vacant or new position.

D. Any applicant who does meet the minimum qualifications and it is otherwise determined that they are capable of performing the duties of the vacant or new position, that applicant shall receive fifty (50) points. Thereafter, the Human Resource Coordinator shall schedule and conduct interviews with each of the applicants for the vacant or new position. Following said interviews, the Human Resource Coordinator shall assign points to each applicant from zero to twenty-five (25) points (25 points being the most) based on the outcome of the subject interview.

In addition, each qualified applicant shall receive a point for each year of continuous service with the Township, regardless of the position held within the Township, up to a maximum of twenty-five (25) points.

The Human Resource Coordinator, after tallying the points, shall determine which applicant has the most points. The applicant with the most total number of points shall be awarded the vacant or new position.

E. In the event there are no qualified applicants, the Township may fill the vacant or new position from the outside at its sole discretion.

F. The trial period for the promoted Employee shall be 30 work days unless special circumstances arise. During the trial period, the employee shall have the opportunity to revert back to his/her former classification and a letter of explanation shall be submitted to the Township. Likewise, if the Employee is unsatisfactory in the new position, he/she will be returned to his/her former position and notice and reasons shall be submitted to the Local President with a copy to the Township Board and a copy to the subject employee. No promotions to back fill a position created by a promotion shall occur during the trial period.

G. In cases where the employee reverts back as outlined above, the applicant from the Bargaining Unit with the second highest number of points (as discussed above) will be considered to fill the vacant or new position.

ARTICLE 14

HOLIDAYS

Section 14.1

TO BE NEGOTIATED

ARTICLE 15

ANNUAL VACATION

Section 15.1

TO BE NEGOTIATED

ARTICLE 16

WORK DAY AND WORK WEEK

Section 16.1 Hours of Employment

TO BE NEGOTIATED

Section 16.2 Overtime

TO BE NEGOTIATED.

ARTICLE 17

SAFETY AND HEALTH

Section 17.1 Responsibility

Both parties to this Contract shall hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 17.2 Safety Committee

The Union has the option of seating one of its members on the Township's Safety Committee.

Section 17.3 Refusal to Work in Unsafe Conditions

Should an employee complain that his work required him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, as in the written safety rules in the opinion of the Joint Safety Committee, the matter shall be immediately adjusted by his supervisor. If the matter is not adjusted satisfactorily, the grievance may be processed through the grievance procedure.

ARTICLE 18

HOSPITAL AND SICK BENEFITS

Section 18.1 Hospitalization

TO BE NEGOTIATED

Section 18.2 Dental

TO BE NEGOTIATED

Section 18.3 Optical & Hearing Aids

TO BE NEGOTIATED

Section 18.4 Medical Cost Containment

TO BE NEGOTIATED

Section 18.5 Medical Insurance Buy Out

TO BE NEGOTIATED

Section 18.6 Group Life Insurance and Sick Benefits

TO BE NEGOTIATED

Section 18.7 Insurance Benefits For Retired Employees

TO BE NEGOTIATED

ARTICLE 19
SICK LEAVE

Section 19.1

TO BE NEGOTIATED

ARTICLE 20

SUBSTANCE ABUSE POLICY

Section 20.1

TOWNSHIP WIDE POLICY TO BE ADOPTED

ARTICLE 21

BEREAVEMENT LEAVE

An employee shall be allowed up to five (5) work days as Bereavement Leave Days, not to be deducted from sick leave reserve, for a death of the following immediate family members: parents, adopted parents, step-parents, spouse's parents, grandparents, current spouse's grandparents, great-grandparents, children, grandchildren, brothers, sisters, or spouse of the employee.

An employee shall be allowed up to three (3) work days in the state and five (5) work days out of state as Bereavement Leave Days, not to be deducted from sick leave reserve, for a death of the following immediate family members: brothers-in-law, sisters-in-law, stepsisters and step-brothers.

An employee, when making his/her request for Bereavement Leave shall do so in writing and state in said request the name and relationship of the deceased to the employer, within five (5) days after returning to work.

Bereavement leave shall be granted for one (1) day to attend the funeral service of an employee's aunt or uncle.

ARTICLE 22

MISCELLANEOUS PROVISIONS

Section 22.1 Wage Increases

TO BE NEGOTIATED

Section 22.2 Military Service

Any employee entering the Military Service of the United States of America shall, upon his return from such service, be entitled to reinstatement in his job at the prevailing rate, provided reinstatement is within sixty (60) days of discharge. He/She shall suffer no loss of seniority for such periods of duty or for periods of military training.

Section 22.3 Jury Service

An employee who is called for Jury Service shall be excused from work for the days on which he serves and shall be paid full wages during the period of service, provided that the per diem provided by the court to the employee for jury service be remitted to the Township, except for mileage expenses.

Section 22.4 Access to Premises

A. The Township agrees to permit employees of the Teamsters Local #214 to enter the premises at any time for their job or for building issues provided that care is exercised.

Monitoring of access to the Township buildings during off-hours shall be through the approved Township alarm vendor.

B. The Township shall also permit Teamsters Local #214 members to use the facility to hold their regular and special Union meetings provided such activity does not interfere with regularly scheduled Township business.

Section 22.5 Maternity Leave

TO BE NEGOTIATED

Section 22.6 Sick Leave Without Pay/Excused and Unexcused Absence

TO BE NEGOTIATED

Section 22.7 Leaves of Absence

TO BE NEGOTIATED

Section 22.8 Job Incurred Injury

TO BE NEGOTIATED

Section 22.9 Union Business

The Local Union Steward, or his alternate, is to be allowed time off Township time for special Union business meetings that may arise. He will not be penalized for absence, nor shall his absence be charged to his sick or business time, provided it does not exceed two (2) full days in anyone (1) given year. Additional time may be granted by permission of the Township Supervisor. The Union shall furnish the Township with evidence of the conference or Union business that he is going to attend.

The Township agrees to provide the Union, upon written request, available financial statements, adopted budgets, minutes of Board of Trustees, and such other information as the Union may reasonably require in order to carry out its bargaining representative functions. The Township additionally agrees to provide the Union with the names and addresses of all new bargaining unit members. Information requested by the Union shall be furnished by the Township as soon as practicable.

Section 22.10 Pensions

TO BE NEGOTIATED

Section 22.11 Education Classes

TO BE NEGOTIATED

Section 22.12 CDL Licenses

The Township will pay the cost of renewal of CDL Licenses and the medical examination required by State and/or Federal Regulation when required for the job.

Section 22.13 Uniform Allowance

TO BE NEGOTIATED

Section 22.14 Conferences / Seminars

Employees shall be entitled to attend conferences and seminars relating to their duties, which will be paid by the Employer subject to the prior approval of Human Resources or Township Board.

Section 22.15 Access to Personnel Files

There shall be only one (1) official personnel file maintained by the Employer for each employee in the Bargaining Unit. Per the (Bullard-Plawecki Right-to-Know, Act) 397 of 1978, the Employer shall keep each bargaining unit employee's medical file separate from the employee's personnel file and, upon request, an appointment will be made within a reasonable period of time, for an employee to review his/her entire contents of both personnel and medical files.

The Employee shall be notified of any material placed in his/her personnel file by the Employer.

Release of certain information in the Employee's file is subject to the Freedom of Information Act and the Bullard-Plawecki Right-to-Know Act 397 of 1978.

Section 22.16 Indemnification

The Employer shall indemnify employees from all claims or cause of action or inaction, including all judgments which may arise as a result of the employee's performance of their duties within the scope of their employment, including providing and pay for legal counsel.

ARTICLE 23

TERMINATION & MODIFICATION

Section 23.1

This Contract will continue in full force and effect until 11:59 P.M. on

No modification, alteration, change or deviation from the contract language shall be effective or binding on either the Employer or the Union unless specifically approved by the Township Board and the Union Bargaining Representative and set forth in writing as an amendment to the contract or a memorandum of understanding.

Section 23.2

If either party desires to terminate this Contract, it will, not less than ninety (90) days prior to termination date, give written notice of termination. If neither party gives notice of amendment as hereafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Contract, including this Article, will continue in effect from year to year thereafter.

Section 23.3

If either party desires to modify, revise, add to, or amend this Contract, it will, not less than ninety (90) days prior to the termination date, give written notice of amendment. If proper notice of amendment has been given, this Contract may be terminated upon the current termination date, or thereafter, by either party, upon ten (10) days written notice of termination.

Section 23.4

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail, addressed, if to the Union, to its President, at his resident address; and, if to the Township, to the Township Board, or to any such address as the Union or Board may direct to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

___ day of _____, 2007

**BY THE CHARTER TOWNSHIP
OF BROWNSTOWN**

**BY THE TEAMSTERS LOCAL
UNION #214**

WITNESSES:

