



**Local Union 236 Affiliated with Council 25 of
American Federation of State, County and Municipal Employees**

**Collective Bargaining Agreement
January 1, 2023 – December 31, 2026**

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This Agreement entered into between the Chatter Township of Van Buren (hereinafter called the "Township") and Local Union No. 236, affiliated with Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter called the "Union") shall be effective January 1, 2023 and has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of equitable and peaceful procedures 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 of the community.

The parties recognize that the interests 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 cooperate 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 a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein 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 I - RECOGNITION-EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Chatter Township of Van Buren 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 for the employees of the Chatter Township of Van Buren included in the bargaining unit as described below:

All employees of the Charter Township of Van Buren including Clerical employees, Department of Public Services (DPS) employees, Custodial employees, Ordinance Officers and Building Inspectors, but excluding Public Safety Department employees, Confidential employees, Seasonal employees, Temporary employees, Interns, Part-Time employees, Professional employees, Supervisory Personnel, Elected Officials and the Supervisor's Confidential Secretary (according to MERC #12345).

ARTICLE II - AID TO OTHER UNIONS

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 III - RIGHTS OF THE TOWNSHIP

Nothing in this Agreement shall be construed to limit or impair the rights of the Township to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

- A. To manage the Township generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all mechanics tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedule of work; to maintain order and efficiency in its facility and operations to hire, layoff, assign, transfer, promote and demote employees; to determine the qualifications of employees, to determine the number and composition of the work force; to determine and re-determine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees; to discipline and discharge employees for just and proper cause.

Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restriction on such rights, such as the grievance procedure, as are provided in this Agreement.

ARTICLE IV- UNION SECURITY

Section 1. Agency Shop

- A. Each new employee who on the effective date of the Agreement becomes a member of the Union, shall sign an Authorized Dues Deduction Slip and shall do so with the understanding that the deduction shall continue for the length of their employment provided there is a collective bargaining agreement in effect. Authorization forms are to be supplied by the Union.
 1. Payment by Check-off or Direct to Union. The Township agrees to automatically deduct the Union membership initiation fees, assessment and once each month dues from the pay of the employees.
- B. 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.
- C. An employee's authorization card shall remain in effect from the time it is signed until the termination of the Collective Bargaining Agreement, unless the employee revokes the authorization by notifying AFSCME Council 25 at 1034 North Washington Avenue, Lansing, Michigan 48906, and the Local Union President. This authorization is not conditioned on present or future membership in the Union. Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.
- D. The Union will protect, save harmless, and indemnify the Township from any and all claims, demands, suits and other forms of liability by reason of action taken by the Township for the purpose of complying with this Article of the Agreement.
- E. Deductions from employee pay for any calendar month shall be remitted to the Treasurer of the Union

- F. In the event that a refund is due any employee for any sums deducted from wages paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union and it shall be the responsibility of the Union to promptly pay such funds.
- G. The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason the Township fails to make a deduction for any employee as above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- H. In the event the union requests that the Township Clerk deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that such additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary, such authorization will be secured by the Union and presented to the Township ten (10) calendar days prior to the first deduction of the newly certified amounts.

ARTICLE V – REPRESENTATION

Section 1.

The employees shall be represented by Stewards who shall be regular seniority employees as follows:

1. Secretarial Steward - shall represent office, custodial staff and Ordinance Officers.
2. D.P.S. Steward - shall represent buildings and grounds, parks, and water and sewer department employees.

Section 2.

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

Section 3.

The Steward and the Union President or in the absence of the President, the Vice President, shall be allowed a reasonable amount of time to investigate any grievance without loss of pay. Should it become necessary for a Steward to leave his/her place of work in order to investigate a grievance, the Steward shall first notify his/her immediate supervisor of the name of the employee he/she is going to see and shall allow his/her immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he/she is assigned, such arrangements shall be made within a reasonable period of time. The Steward shall notify his/her immediate supervisor upon his/her return to work. The above privilege is extended to the Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 4.

There shall be a Grievance Committee composed of not more than three (3) full time seniority employees, which shall consist of the President, Steward of the Union, and one (1) other member of the bargaining unit. The Union shall furnish the Township with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union and shall give the Township reasonable notice of changes in the committee memberships as they occur. Should the members of the Grievance Committee be required to attend a grievance meeting with management during their scheduled working hours, they shall do so without loss of pay.

Section 5.

The Union president shall be provided copies of all correspondence regarding AFSCME employees as they pertain to wages, hours and conditions of employment.

ARTICLE VI - DISCIPLINARY PROCEDURE

Section 1. Discipline

- A. The Township shall follow a policy of progressive discipline and for just cause, except that no prior discipline or warning need be imposed on any employee before he/she is discharged or disciplined if the misconduct is so aggravated, in the Township's opinion, as to require immediate discharge or discipline.

Progressive Discipline Procedure:

- a. Warn an employee orally in the form of a discussion meeting. This meeting will be documented but not in the employee's personnel file. If the employee so wishes, a Union Representative may be present.
 - b. Written Reprimand. This will be documented in writing and included in the employee's personnel file.
 - c. Suspend an employee for one (1) day. This will be documented in writing and included in the employee's personnel file.
 - d. Suspend an employee for up to one week. This will be documented in writing and included in the employee's personnel file.
 - e. Termination. The employee will be terminated.
- B. An employee shall be given a reasonable opportunity to have the Union President or Steward present at the time discipline is imposed and the Union will be notified in writing of any disciplinary action taken.
- C. The Township will not take into account or use against an employee on a current disciplinary charge, oral or written, which is more than eighteen (18) months old. The Township will not take into account or use against an employee any suspension, which is more than twenty-eight (28) months old.

Section 2. Discharge or Suspension

In cases of suspension or discharge, the employee has the right to discuss the action with his/her Union Representative upon the Township's property before such employee shall be required to leave the premises of the Township. The Union shall have the right to take up the suspension or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with the procedure through the arbitration steps if deemed necessary by either party.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Procedure

- A. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner;

Step I. Any employee or Union Representative having a grievance shall first take up the matter with his immediate Director and his/her Steward if so desired by the employee. The Director shall attempt to adjust the matter and shall respond to the Steward or employee within three (3) working days. The Township grievances will be considered Step III grievances when served upon the Union. If the grievance involves the bargaining unit members, in a group or as a whole, Step I and Step II can be disregarded, and the grievance process will begin at Step III.

Step II. If the grievance has not been settled, it shall be presented in writing, signed by the grievant and the Union Steward or Union President to the department head within five (5) working days after the Director's response. The Director shall meet with the Union and respond to the Union Steward or President in writing within five (5) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union President to the Township Board or its designated representative in writing within seven (7) working days after the response of the department head is due. There will be a meeting held between the Township and the Union within ten (10) working days after receipt of the Union President's written Step III grievance. The Township Board or its designated representative shall respond in writing to the Union (with a copy of the response to the Union President) within ten (10) working days after the meeting in which the Township Board or its designated representative receives the grievance.

Step IV. If the grievance is still unsettled, either the Union or the Township may, within forty-five (45) working days after the reply of the Township Board or its designated representative is due, by written notice to the other party, request arbitration.

- B. The party seeking arbitration shall be responsible for notification of the correct arbitrator. The parties shall select an arbitrator on a rotating basis from the panel identified below. The proceedings shall be conducted under the rules of the American Arbitration Association. The arbitration proceeding shall be conducted as soon as reasonably possible after the request for arbitration is received. 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 record to be made, providing it pays for the record: Panel shall consist of: **Donald Dettman, 2. Linda Ashford 3. Paul Glendon.**
- C. 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.
- D. The Arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved and the Township Board.
- E. 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.

Section 2. Timeliness

- A. A grievance must be presented to the department head in writing, signed by the grievant, within one week after its occurrence in order to be a proper matter for the grievance procedure.
- B. Any grievance not advanced to the next step by the employee or Union within the time limit in that step, or if no time limit is specified, within two (2) working days will be deemed abandoned.
- C. Any grievance at Step Level II not answered by the Township within the specified time limit will be deemed granted.
- D. Time limits may be extended by mutual agreement between the parties in writing. If so extended, the new time limits will prevail.
- E. Grievances may be withdrawn. If filed by the Employer, withdrawn by

the Township; if filed by the Union, withdrawn by the Union, upon written notice by the filing party to the other.

Section 3. Grievance Meetings

When requested by either party, meetings will be held at a mutually convenient time to adjust pending grievances. All Grievance Meetings shall be held at reasonable hours on the Township's premises, without loss of pay during the employee's regular working hours.

ARTICLE VIII - SPECIAL CONFERENCES/ NEGOTIATIONS

Section 1. Special Conference

Special conferences for important matters will be arranged between the Local President and the Township Board or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Township and two (2) representatives of the Union. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the Meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. Multiple special conferences shall not be used as a substitute or an additional step in the grievance or negotiation process. The members of the Union shall not lose any pay for time spent in such special conferences. This meeting may also be attended by a representative of the Council and/or a representative of the International Union, in such a case an added member of management may attend the conference.

Section 2. Time Off for Negotiations

The Union will notify the Township, in writing, of its designated negotiation committee, including any alternate. The Union's committee shall not lose time or pay for any time spent in negotiations during their regular working hours. The Negotiation Committee shall consist of four (4) members.

ARTICLE IX - SENIORITY

Section 1. Definition

Seniority shall be on a Township-wide basis, in accordance with the employee's last date of hire.

Section 2. Records

An up-to-date seniority list will be furnished by the Township to the Union upon request.

In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname on the date of appointment.

Section 3. Probationary Employees

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first seventy-two (72) days worked of their employment. The seventy-two (72) days worked, shall be accumulated within not more than a 365-day period. When an employee finishes the probationary period by accumulating seventy-two (72) - days worked employment within not more than a 365-day period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the seventy second (72nd) worked day prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and disciplined employees for other than Union activity.

Section 4. Seasonal Temporary Employees

- A. Seasonal employees may be employed for a period not to exceed six (6) months in any one (1) calendar year (January 1 to January 1). Such employees will not accrue seniority during this period for bargaining unit purposes unless otherwise modified through mutual agreement between the Township and the Union. Seasonal shall mean an employee hired for seasonal activity, some of which, but not all-inclusive are: baseball, hockey and certain parks and recreation and

water and sewer activities. The Union shall be given a list of seasonal employees as they are hired. This list shall designate date of hire, type of work to be performed and an anticipated dated of termination.

- B. Temporary employee shall mean an employee who is hired for a limited duration not to exceed a period of 120 paid days or the length of absence of an employee whose position has been filled by a temporary employee, whichever is longer. An example of a temporary employee is one that is hired for special projects such as an election, census, internships to temporarily fill in for an employee on medical leave, or during a maternity leave of absence. The work is not to be extended beyond the completion of the special project or beyond the return of the employee on leave without mutual agreement between the parties and due to extenuating circumstances beyond the control of the Township. The Union shall be notified of the temporary employee and their anticipated length of employment.

Section 5. Super Seniority

The following elected Union Officers shall have super seniority status in case of a layoff only: The President and Stewards.

Section 6. Loss of Seniority

A seniority employee of the bargaining unit shall lose his/her seniority and his/her employment shall terminate for the following reasons:

- A. He/she quits; or
- B. He/she is discharged, and the discharge is not reverse through the grievance procedure; or
- C. He/she is absent for three (3) consecutive working days without notifying the Township. After such absence, the Township will send written notification to the employee at his last- known address, that he/she has lost his/her seniority and his/her employment has been terminated; or
- D. If he/she does not return to work when recalled from layoff, as set forth in the recall procedure; or

- E. Return from sick leave and leaves of absence will be treated the same as above; or
- F. The employee is retired; or
- G. The employee is laid off for a continuous period equal to the length of his/her seniority, or two years, whichever is less.

Section 7. Promotions Out of the Bargaining Unit

Any employee who promotes out of the bargaining unit prior to ratification of this contract shall be covered by the contract language in effect at the time of promotion.

- A. Employees promoting out of the bargaining unit shall have their seniority frozen on the date they last performed in bargaining unit capacity. Seniority will not accrue within the unit for an employee while he/she is working in a position outside of the bargaining unit.
- B. Employees who have promoted out of the bargaining unit may return to the unit as designated below, utilizing their frozen seniority. A ten-day (10) advance notification of promotion must be given to secure an honorary withdrawal card.
 - 1. Employee(s) will be eligible to bump into a classification based on their seniority provided they are qualified for the position and provided they possess the necessary and requisite qualifications and ability to perform the job immediately.
 - 2. Employee(s) will be eligible to bump into a position that they previously held or a comparable one, provided they possess the necessary and requisite qualifications and ability to perform the job immediately.
- C. An employee with seniority in the bargaining unit who is or has been promoted or transferred to a position outside the bargaining unit will be allowed to freeze their seniority. The employee may be eligible to bump back into the bargaining unit one time into a classification based on their seniority, provided they are qualified for the position and they possess the necessary qualifications and the ability to perform the job immediately. The period outside the bargaining unit may not exceed their bargaining unit seniority. In the event the time

spent outside of the bargaining unit exceeds the time in the bargaining unit, they shall be allowed to return to the bargaining unit only if a vacancy is posted.

Section 8. Employee Movement

Employees required to work by assignment on a day-to-day basis will be given such assignments in a businesslike manner and the Township will not utilize assignments for the purpose of discipline and/or to penalize the employee(s).

ARTICLE X- LAYOFF AND RECALL

Section 1. Layoff

- A. When there is a decrease in the work force, based on bargaining unit wide seniority, the following procedure shall be followed:
1. Temporary, part-time and probationary employees performing bargaining unit work will be laid off, in that order, on a unit wide basis first.
 2. Seniority employees will be laid off according to seniority provided the greater seniority employees are qualified to perform the available work without any additional training. However, the Township shall not be required to promote an employee at time of layoffs, unless he/she has previously performed the higher-rated job and is able to do the work.
 3. Employees to be laid off for an indefinite period of time will have fifteen (15) calendar days' notice of layoff. The local Union President will receive a list from the Township of the employees being laid off on the same date the notices are issued to the employees. However, the Township shall have the right to send an employee home with compensation to include 100% pay for work days remaining.
 4. Employees who are laid off shall receive 100% cash out on all accumulated sick and vacation time on a pro rata basis paid at the regular wage rate per hour paid to the employee at the time of layoff. In addition, Employees who are laid off shall receive 100% cash out on all banked sick and vacation days paid at the regular wage rate per hour paid to the employee at the time of layoff.

5. Employees who are laid off shall receive continued medical insurance coverage for the full month following notice of layoff. Example, if an employee is notified of a layoff on June 30th that employee would receive health insurance coverage through July 31st.
- B. Notwithstanding their position on the seniority list, the President and Union Stewards shall, in the event of a lack of work layoff, be offered work, provided they are qualified to perform all elements of the available job without any additional training and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification. Should Union elections cause a change of the protected elected officers and laid off employees assume elected office, such laid-off officer shall be recalled, and the previously protected officers may become subject to layoff, under the provisions of this Article, if a layoff status is still in effect with the Township.
- C. Employees advised of layoff or of the abolishment of their classification may exercise their seniority to bump into another classification providing they notify the Township Supervisor within twenty-four (24) hours of the classification into which they desire to be placed.

Section 2. Recall Procedure

- A. When the working force is increased after a layoff, employees will be recalled according to seniority. However, the Township shall not be required to promote an employee at time of recall unless he has previously performed the high rated job and is able to do the work.
- B. Seniority of an employee will not accrue during the layoff but will resume upon recall and such employee shall have his/her previous seniority and any unused accrued benefits restored.
- C. Notice of recalls shall be sent to the Union President and the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered to have quit.
- D. It shall be the responsibility of the employee to keep the Township notified of his correct address.

- E. An employee so laid off shall be eligible for recall for a period equal to the length of his/her seniority at time of layoff or two years, whichever is less.

ARTICLE XI - PROMOTION AND TRANSFER

Section 1. Promotions

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days on the Union bulletin board in each building. Employees interested shall apply within the seven (7) calendar days posting period. In the event there are no applicants, the Township may fill that classification from the outside (other sources). The senior employee applying for the promotion, if he/she is qualified, shall be granted a trial period up to forty-five (45) work days, but not less than ten (10) work days to determine:

1. Employee's desire to remain on the job.
2. Employee's ability to perform the job.

In the event the senior applicant is denied the promotion, reason(s) for the denial shall be given in writing upon request to such employee. The decision of the Township shall not be reversed unless it is found to be discriminatory, capricious, or arbitrary.

Section 2.

During the trial period, the employee shall have the opportunity to revert back to his/her former job. If within the trial period the employee's performance is unsatisfactory in the new position, he/she shall be ordered back to his/her previous job classification. Notice and reasons shall be submitted to the Union in writing by the Township with a copy to the employee. The decision of the Township shall not be reversed unless it is found to be discriminatory, capricious or arbitrary. The matter may then become proper subject for the third step of the grievance procedure.

When the employee promoted is removed or leaves before completing the trial period, the next senior employee will fill the promotion, providing he/she is qualified.

Section 3.

During the trial period, employees will receive the starting rate of the job they are performing. An employee taking a promotion shall not suffer a cut in pay.

Section 4.

Lateral transfer: If there is a vacancy, an employee wishing to transfer laterally, shall be allowed to do so based on qualifications and seniority. An employee may not apply for a lateral transfer more than once per year. Downgrade: An employee shall be allowed to take a downgrade, i.e., reduction in pay, with Township approval. Language is not applicable to work movement language.

When a tiered position becomes vacant, if management determines it should be filled, it will be posted at the entry level of the job classification. If an AFSCME employee is awarded the position, their wages and benefits will be commensurate with their years of service.

ARTICLE XII - WORK HOURS AND WORK WEEK

Section 1. Hours of Employment

A. The parties agree as follows:

1. Department of Public Services (DPS) standard year-round work week shall consist of four (4) consecutive 10-hour days from Monday through Thursday, between the hours of 6:30 am and 4:30 pm with one-half (1/2) hour of each day (paid) as determined by the Township to be designated a lunch period.
2. Clerical full-time employees' standard year-round work week shall consist of four (4) consecutive 10-hour days, from Monday through Thursday between the hours of 7:00 am and 5:00 pm with one-half (1/2) hour of each day (paid) as determined by the Township to be designated a lunch period.

B. Hours of employment may be flexible if so agreed between the Township and the employee. If the employee has cause to protest any flexible hour's arrangement, said employee may call for a special conference of Union and the Township.

C. Additional jobs in existing classifications which require a deviation from the standard work week defined in Article XII, section 1A shall be agreed upon between the Township and the Union according to the terms and conditions noted below in Section D (flex time). It is understood that no specific employee is needed as signatory.

D. Flex time: Hours of employment may be flexible if so agreed between the Township, the employee and the Union. The flexible time agreement shall be in written form and shall include:

1. A beginning and ending date.
2. A provision for extension if mutually agreed.
3. The hours agreed upon which constitute the work week (40 hours)
4. A specific notation of the day(s) of the week which are the day(s) off.
5. A specific notation of paid holidays which equal the same benefits as afforded other AFSCME employees.
6. The signatures of the employee, the Township and the Union representative.

Within 30 days of signing new Collective Bargaining Agreement the parties agree to meet to clarify/address concerns.

Section 2. Rest Periods

Each employee shall be provided with a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon of each work day.

Section 3. Wash Up

Employees in D.P.S shall be given a maximum fifteen (15) minute wash-up period at the end of the day.

Section 4. Time Clock

- A. Employees are responsible for their time cards. Should a card be punched improperly the employee is to contact his/her Department Head immediately. Employees are prohibited from punching in more than 7 minutes prior to the start of their shift and employees must punch out within 7 minutes of the end of their shift. Employees found punching in more than 7 minutes before their shift or more than 7 minutes after their shift, without supervisor's approval, will be subjected to discipline. An exception to this practice is for employees authorized by their supervisor to work overtime. Employees found to be punching a time card other than one's own shall be subject to discipline up to and including termination.
- B. All Employees must keep track of the time they leave and return from their lunch break. Failure to keep track of their time will subject the employee to discipline.

- C. It is intended that the provisions of the section shall apply to those occasional situations where an employee is unavoidably late. The Township may pursue disciplinary action if it determines that an employee is abusing the grace period provided herein. Failure to punch in or out on the time clock may be cause for discipline.

Section 5. Show Up Time

In case a full-time hourly employee reports to work at his/her regular time and is sent home for lack of work, he/she will be paid for four (4) hours at the rate to which he/she is entitled, provided that no prior notice has been afforded him/her that no work existed.

Section 6. Mandatory Election Work

The Township hall will be closed for each election, the clerical administrative staff will work at-a polling location or the absentee ballot counting boards as assigned. Staff will report to their assigned location at 7:00 am and work until they are released to leave or until their assigned jobs are completed. There will be multiple 2-hour training sessions offered the week before each election during normal business hour, which employees could choose from.

Clerical staff will be notified of potential election dates by the preceding January each year. Confirmation of whether or not an election is taking place will be given at least 60 days prior to Election Day.

AFSCME EMPLOYEES that work on Elections day will be paid their normal hourly wage for 10 hours plus time and one half for all overtime. They will also be paid an additional amount equivalent to the highest paid election worker and granted ½ day relief time the day after the election.

ARTICLE XIII - OVERTIME - CALL IN TIME

Section 1. Definition

- A. Overtime is authorized time worked in excess of forty (40) hours in a work week, except as otherwise provided for in the collective bargaining agreement.
- B. There will be no pyramiding of overtime and overtime will be paid at the rate of time and one-half even though the hours worked might qualify for overtime under more than one provision of this Agreement.

- C. Employees shall be paid at the rate of time and one-half for all time worked on Friday and Saturday and double time for all time worked on Sunday.
- D. Authorized vacation paid sick leave, personal days and holidays shall be considered as time worked.
- E. Scheduled overtime is defined as an offer of overtime no later than 9:00 a.m. on the day before the work is to be performed. A call-out for overtime is defined as a situation in which an employee has left work and is requested to return before the commencement of his/her next scheduled shift.
- F. Unscheduled overtime is any overtime which is not scheduled or not a call out.

Section 2. Overtime Distribution

- A. The Township shall cause each affected department to maintain a proper list of overtime assignments so as to ensure fair distribution of overtime among eligible employees.
- B. An employee refusing scheduled overtime will be charged with that time as though worked. Employees refusing unscheduled overtime will not be charged with time as though worked.
- C. No part-time hourly employee shall be called for overtime when full-time employees are available and willing to work, except in the case where part-time help is a necessity in respect to operation of certain programs as carried out by the Township on a seasonal basis.
- D. The Township may require overtime when necessary. In such cases, upon completion of the equalization procedure, the Township shall assign overtime beginning with the least senior employee. Should the service to be performed require specialized skills or certifications, the Township shall not be limited to assigning required overtime to the least senior employee. Assignment for this purpose will be by least senior employee possessing the required skills or certifications.

Section 3. Call Out Scheduled and Unscheduled

The stand-by employee will be compensated for phone time at the appropriate overtime rate for the actual hours worked. Phone time is the time the employee

spends on the phone coordinating the necessary response to the call for assistance. Employees called out on a scheduled or unscheduled basis will be paid for the actual time worked, **plus**, a minimum of two (2) hours at the applicable overtime rate. It is understood that the employer has the right to make assignments for all time for which employees are being paid.

Section 4. Water and Sewer Department Stand-by

The determination of whether or not stand-by is required shall be the sole prerogative of management. Employees required to stand by for Water and Sewer emergencies shall be assigned and compensated in the following manner:

- A. Assignment: All qualified employees of the Water and Sewer Department field crew with a classification of Water Worker II or higher are required to participate in the stand-by rotation. Refusal to participate may subject the employee to discipline as outlined in this agreement. The stand-by practice shall include a primary stand-by employee along with a secondary stand-by employee. The secondary stand-by employee shall only be utilized for those situations requiring a "safety person" as defined by government regulations such as OSHA. While on stand-by, both the primary and secondary stand-by employees must be able to respond to page or telephone call within fifteen (15) minutes of notification of the need for service and must be at the site of incident within thirty (30) minutes and be fully capable of performing the service requested. If during the period one is assigned to stand-by (primary or secondary), he/she becomes unable to work due to illness or some unforeseen circumstance, the stand-by employee will contact the other employee also assigned to stand-by (primary or secondary as the case may be). The other stand-by employee will notify police dispatch and the immediate supervisor of the change.
- B. Compensation for primary and secondary stand by employees shall be the same. Stand by employees are to receive one (1) hour pay for the four (4) days, Monday- Thursday and two (2) hours for Friday, Saturday and Sunday. Stand by employees are to receive two (2) hours overtime paid at the Sunday overtime rate. All hours worked shall be paid at the appropriate overtime rates. It is understood the purpose for the secondary stand-by employee is to serve as the "safety person" should the primary stand-by employee need the safety person to assist when responding to a call for service.
- C. Call-out pay will be paid as per the call out provisions of the

Agreement.

- D. Transportation: A Township vehicle will be provided for the primary stand-by employee. The secondary stand-by employee shall, if needed, respond to Township Hall in order to obtain a Township vehicle and any other equipment which may be needed.
- E. Water & Sewer Department employees who are on stand-by will not be charged for hours worked on a call-out.

Section 5.

Compensation for Secretaries Attending Committee and Commission Meetings

Each secretary required to attend a Committee or Commission meeting shall be paid time and one-half for the actual length of the meeting for attendance at the meeting or paid a minimum of 2 hours overtime pay (time and one-half) plus travel time per meeting, whichever is greater. This provision is applicable to all meetings that secretaries are required to attend after their normal hours of work. The time or length of the meeting shall be certified by a Township Director, Board Representative or Chairperson of the Commission or Committee for which the meeting is being held.

Recording Secretary to Planning Commission and Board of Zoning Appeals (BZA):

The Township will compensate any employee who serves as recording secretary to the Planning Commission or the Board of Zoning Appeals (BZA) at a rate of \$.50 per hour above the employee's hourly wage rate for those hours spent in attendance at said meetings. This compensation is in addition to the compensation as currently set forth in Article XIII, Section 5 of the Collective Bargaining Agreement. Further, the Township and the Union agree that all classifications one may reasonably assume to be clerical in nature including those of Account Clerk or Bookkeeper could be required to serve as a recording secretary to a commission or committee.

Section 6. Relief Leave

Relief leave will be established for use when unforeseen circumstances cause long, continuous hours of overtime work, i.e., water main breaks, storm damage, snow removal, operations, etc. Relief time will be provided as follows:

- A. There will be a ten (10) hour break between the times an employee leaves after working a minimum of Four (4) hours overtime within a 24-hour period. The employee, upon the completion of a 10-hour break will return to work and complete the remainder of his or her regular shift and will be paid for 10 hours.

- B. The number and timing of hours to be taken as relief leave will be determined by the immediate supervisor. If there is no agreement as to a fair and equitable determination, the Department Director or his or her designee will render a decision.
- C. Relief leave cannot be combined with other leave time without the approval of the Director or his or her designee.
- D. Relief leave is not compensable in cash or other leave time and is not transferable

ARTICLE XIV – CLASSIFICATIONS

Section 1. Work Movement

The Township agrees that in any movement of work not covered under this Agreement, the movement will be discussed with the Union in order to provide, to the extent possible, for the protection of the seniority of employees involved.

Section 2. New Positions and Job Vacancies

- A. When a "new job is created in the bargaining unit and it cannot be properly placed in an existing classification, the Township will establish a classification and rate structure to apply. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the matter to the Special Conference and/or the grievance procedure at the third step.
- B. In the event of a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all newly created positions shall be posted on the Union bulletin board in each municipal building in the Township, at least seven (7) calendar days prior to filling such newly created position.

Section 3. Working Out of Classification

When an employee works above his/her classification for not less than four (4) consecutive hours he/she will be paid the rate of the higher classification for all hours worked in that classification.

Section 4. Job Descriptions

The Township shall continue to retain the right to prepare all job descriptions. The Township shall submit copies of the job description to the Union for their review prior to the institution of the job description. The Township shall be solely responsible for determining the content of a job and may from time to time add to, delete from, or modify the tasks to be performed.

Section 5. French Landing Dam

In the event the Township resumes inspections, maintenance and/or operations beyond current levels of inspection, maintenance and operation, AFSCME Township employees shall be assigned within their respective classifications if qualified.

ARTICLE XV – HOLIDAYS

Employees shall be given the following holidays off with pay. Regular employees who are required to work on a designated holiday will receive double-time plus pay for the designated holiday. Holiday work shall be scheduled equally among employees who may be required to work, with senior employees given preference.

A. The following holidays will be granted to all employees:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Christmas Eve
Memorial Day	Christmas Day
July 4 th (Independence Day)	New Year's Eve
Labor Day	

B. When a holiday falls on a Friday or Saturday, the previous Thursday will be considered the holiday. When a holiday falls on Sunday, the following Monday will be considered the holiday.

C. When Christmas Eve and New Year's Eve fall on Sunday, Monday will be considered for the Eve holiday and the following Tuesday will be considered for the holiday of Christmas and New Year's Day.

D. The Township will close between December 26th and December 31st of each year. In exchange for removal of Good Friday and the day after Thanksgiving from the approved holiday list Employees do not have to use vacation, personal or sick time to receive compensation for these days.

- E. Any employee who requests to use unscheduled sick time the day before or the day after a holiday two (2) times in a calendar year shall lose their holiday pay for any subsequent holidays in which they use unscheduled sick time either the day before or the day after a holiday.

ARTICLE XVI - LEAVES

Section 1. Application

A regular employee may be granted a personal leave of absence, as specified herein, upon prior request, recommended by the department head of the Township, subject to the following regulations:

- A. An employee granted a leave of absence is responsible for any deductions that are normally deducted from his or her check, such as medical insurance and union dues. The Township will make the authorized deductions upon the employee's return to work in either a lump sum deduction or in equally divided payments, per pay period, not to exceed three (3) months, as mutually agreed upon between the employee and payroll.
- B. Such leaves shall not be granted for more than six (6) months unless otherwise specified.
- C. An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave or if by the Township, before the expiration thereof.
- D. In the event such employee's position shall have been abolished in the mean-time, he/she shall be returned to the service in the following manner:
 - 1. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated, and the returning employee appointed to the position.
 - 2. If there is no probationary employee in that job classification or position in the department in which the individual was formerly

employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

- E. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least two weeks prior to the requested starting date, except in cases of emergency.
- F. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job.
- G. Failure to return to work on the exact date scheduled may be cause for termination in the sole discretion of the Employer.

Section 2. Paid Leaves

Employees on paid leaves will continue to accrue all seniority and shall be entitled to continued health and life insurance and retirement coverage for a period not to exceed six (6) months.

Retirement coverage shall only apply as long as the employee receives compensation from the Township and shall not be applicable to payment of long term or short-term sick leave benefits.

A. Sick Leave

1. Employees shall accumulate sick leave at the rate of ten (10) hours per full month of employment, after 30 days of employment, up to a maximum accumulation of two hundred forty (240) hours. Sick time may be taken in one (1) hour increments.
 - a. Upon, termination banked sick days may be cashed out at 50% of its value. Upon retirement banked sick days may be cashed out at 100% of its value.
 - b. Employees may at their option, elect to cash out up to forty (40) hours at 100% of their current rate of pay to be payable in the first pay period of each November. Employee must provide written notification to their Department Director prior to October 10th of each calendar year.

- c. Employees must always have at least forty (40) hours left on the books after cashing in up to the-maximum of forty (40) hours.
- d. Sick days cashed out are excluded from overtime calculation.
- e. Sick time will begin accumulating on the 1st day of the month following a full month of employment.

Benefits under this plan will be reduced by any benefits the employee and his dependents are eligible for under the Social Security Act, any other coverage provided by law, or any government agency. Benefits will also be reduced by all other disability the employee and his/her dependents are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefits plans, the Township's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under an individual policy are excluded.

The amount of benefit reduction for Social Security benefits will be "frozen." Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increase the benefit payments to which the individual is entitled. The minimum amount of disability benefit payable under this plan will be fifty dollars (\$50.00) per week.

There shall be no duplication of benefits for time off as a result of sickness and accident.

The Township will continue employee medical insurance, life insurance and seniority for a six- month (6) period while an employee receives disability benefits. An employee may not accumulate seniority, nor receive medical and life insurance benefits for a period in excess of six (6) months total as a result of being on a paid sick leave and/or receiving disability benefits.

- B. **Bereavement Leaves** Full-time employees shall be allowed four (4) consecutive scheduled work days, (40 hours) as bereavement leave for an immediate family member and three (3) consecutive days (30 hours) for a non-immediate family member. Such days shall not be deducted from vacation reserve where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, step children, step parents, spouse's children, grandchildren, grandparents, and brothers or sisters. The term non--immediate family member shall mean uncle, aunt, niece, nephew, brother-in-law and sister-in-law.

- C. **Maternity/Paternity and child Care Leaves.** The Township will grant a leave of absence for maternity/paternity reasons to any employee, upon written request for such leave and upon proper certification of pregnancy by the employee's physician. Payment for such leaves will be in accordance with federal and state regulations and will be limited to reimbursement for accumulated sick leave days as well as applicable provisions of the Township's short and/or long-term disability program. Reinstatement to the employee's previous position shall be granted during the term of the leave with the approval of the employee's physician and upon the request of the employee: A child care leave of absence after birth may, at the discretion of a majority of the Township Supervisor, Treasurer and Clerk, be granted for a period not to exceed six (6) months.
- D. **Jury Service.** An employee who is called for jury service shall be excused from work for the days on which he/she serves, and he/she shall receive the difference between his regular pay and that paid for jury service. The employee shall present proof of service and the amount of pay received thereof.
- E. **Job Incurred Injury**
1. The Township agrees that any employee injured on the job and under a doctor's care will not be charged time off from his/her sick leave reserve.
 2. Any employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Township the difference between the amount received through Worker's Compensation, other Township furnished insurance, and his/her regular pay for a period not to exceed six (6) months from date of injury.
 3. Accidents must be reported to the department head as soon as possible.
 4. If an employee leaves work due to an injury arising within the scope of his/her employment, he/she shall not be charged sick leave for that day.
- F. **Education Leave** An employee may submit a written request for education leave, said requests may include leave for portions of days or whole days. In the event a majority of the three fulltime elected officials, in their sole discretion, determine to grant said leave, the

Township shall, upon the employee's successful completion of said course or courses (file receipt of passing grade or grades, where applicable), reimburse the employee for the costs of tuition and books. Such requests shall only apply to courses related to the current or potential duties of the employee. Should an employee leave the employment of the Township within three (3) years after completion of courses for which he/she received reimbursement, employee shall reimburse the Township in full the costs of the course which were reimbursed to him/her by the Township.

- G. **Personal Leave Days** The employees will be granted thirty (30) hours each year for personal business that can only be attended to during the course of the regular business day. Employees are required to give twenty-four (24) hours' notice to their department head prior to taking the personal leave day. There shall be no accumulation of personal leave days. The days must be used in the calendar year in which they are accrued. Personal leave days may be taken the day before or the day after a holiday if prearranged with management, but not as a "Call-in"(In unexpected substantiated emergency situations which may arise, the twenty-four (24) hour notice shall be waived by the department head.) When employees are first hired, they shall receive personal days based on deducting one leave day for each four (4) full months that have passed, in the calendar year, prior to the employee's date of hire. Personal days will be credited to the employee the first day of January of each year. Personal leave days may be taken in one (1) increments.

Section 3. Unpaid Leaves

Employees requesting an unpaid leave will not accrue benefits during such leave, unless otherwise specified, Further provisions are spelled out under Section 1 of this article.

- A. **Personal Leave**- a regular employee may be granted a personal leave of absence without pay upon prior request, recommended by the department head, approved by a majority of full-time elected Township Officials, subject to the following regulations.

1. Such leaves shall not be granted for more than six (6) months.
2. An employee granted a personal leave of absence shall be restored to his/her position on the expiration of the leave or, if by the Township, before the leave expires.

- B. **Military/Reserve Leave.** Any employee entering the Military Service of the

United States of America shall, upon his/her return from such service, be entitled to reinstatement in his/her job at the prevailing rate, provided reinstatement is without sixty (60) days of discharge. He/she shall suffer no loss of seniority for such periods of duty or from periods of military training.

- C. **Union Leave.** Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Township shall, at the written request of the Union, receive leaves of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than two (2) employees shall be off on leave under this Section at any time.

- D. **Government Appointment Leave.** Any member of bargaining unit may, in the sole discretion of the Township be given a leave of absence to accept an appointed governmental job outside the bargaining unit, which leave shall be renewable yearly in the sole discretion of the Township. Seniority will apply in accordance with Article IX, Section 7 hereof.

- E. **Sick Leave.** Employees may be granted an unpaid sick leave upon exhausting all other sick leave accumulation and benefits upon request to, and approved by, a majority of the full-time elected officials.
 - 1. Requests for extended sick leave must be in writing with medical documentation of the employee's inability to return to work.
 - 2. Extensions may be granted for a period not to exceed one (1) year.

Section 4. Family Leave Act

The Township and the Union agree to comply with the provisions of the Family Medical Leave Act. Both parties agree that as the Act applies to a serious health condition that makes the employee unable to perform the employee's duties, an employee shall have the option, to either use accumulated vacation, sick or personal time or, if appropriate, the short and/or long-term disability insurance provided by the Union contract. Further it is understood that with regard to other provisions of the Family Medical Leave Act, the Township and Union agree that the employee may utilize accumulated vacation, sick or personal time.

ARTICLE XVII-ANNUAL VACATION

Section 1. Earnings

- A. All employees will earn vacation hours as follows: Vacation time will begin accumulating on the 1st day of the month following four (4) full months of employment.

- 0-4 months..... None
- 4 months to 5 years.....8 hours per month
- 5-10 years.....12 hours per month
- 10-15 years.....16 hours per month
- After 15 years;..... 20 hours per month

B. A maximum accumulation of 100 vacation hours may be carried over into the next year.

Section 2. Use

Employees will be allowed to use occasional vacation days upon approval of their respective designated department representative. Long term use of vacation days will be allowed as follows:

- A. By January 15th of each year, the Township will cause to be posted in a prominent and accessible place in its offices and in another place in the garage, calendars of the year in some form which will allow each employee who so desires to indicate upon the calendar a period of time which he or she wishes to take vacation.
- B. At the same time, the Township will post with the calendar a notice specifying any limitation it places upon the vacations its employees may take such as, only two (2) persons in a department may be on vacation on any working day.
- C. As of the close of business on the last working day in February of each year, the employee(s) with the most seniority having applied for vacation for any period or any part of a period as to which there is a conflict with the limitations posted by the township, and all employees who have indicated a desire to vacation during, periods as to which there is no conflict with limitations, may consider their vacations as scheduled for the periods involved. Except in cases of emergency, the Township may not unilaterally alter the vacation schedule of these employees at any subsequent date.
- D. Employees who did not indicate a desired vacation period prior to the last working day in February or who indicated a desire but were in conflict with a more senior employee or employees so as to deny them vacation during the indicated period, may apply to their supervisor for approval of any other vacation period

consistent with the limitations notice posted by the Township. The Township will not unreasonably withhold its approval of such application.

- E. Requests, for vacation time other than as outlined in Section 2C, must be placed in writing at least two full weeks in advance of the time requested off unless vacation time is being requested for emergency purposes. The Township shall respond to such requests within **three (3) working days.**
- F. Employees may at their option, elect to cash out up to forty hours (40) at 100% of their current rate of pay to be payable in the, first pay period of each December. Employee must provide written notification to his/her Department Director prior to October 10th of each calendar year.
- G. Vacation days cashed out are excluded from overtime calculation.

ARTICLE XVIII – INSURANCE

Section 1. Hospitalization and Medical Insurance

- A. The Township will provide Blue Cross/Blue Shield coverage as currently provided which will begin on the employee's 31st day of employment. Employees will have the option of Blue Care Network (HMO) or Community Blue Plan I (PPO). This coverage and carrier may be changed by the Township provided that the new carrier has equal or better coverage. Dependents are eligible until the end of the calendar year of their 26th birthdate.
 - 1. The employees must contribute ten percent (10%) towards the cost of the coverage, which will include dental.
 - 2. If any other Collective Bargaining Unit in Van Buren Township shall negotiate or receive an Employee contribution rate more favorable than that as described in Section 1 above, during the life of this Agreement, then AFSCME shall receive the more favorable contribution rate.
- B. The prescription co-pay for all active employees participating in the Blue Care Network (HMO) or Community Blue plan I (PPO) shall be a \$10.00 co-pay for generic drugs and a \$40.00 co-pay for brand name drugs shall apply to all union employees when the same co- pays are implemented

for Township non-union employees and elected officials.

- C. The prescription coverage shall include contraceptive medications as said medications are provided by Blue Cross/Blue Shield of Michigan, Blue Care Network, or Community Blue Plan I.
- D. Employees hired after August 21, 2007 are only eligible for the Community Blue PPO or Blue Care Network health insurance plans.
- E. An employee may elect to opt out of health care coverage. In the event an employee elects to opt out of healthcare coverage he/she shall receive in lieu of said coverage the sum of \$500 per month. An employee may only elect to opt out of health care coverage if said employee has comparable coverage through his/her spouse or another source. Evidence of which must be presented to the Township Clerk in order to become eligible for said payment.

Section 2. Dental

Dental benefits shall be afforded to eligible employees participating in Blue Cross Blue Shield of Michigan. For purposes of clarification, Class I benefits 100%, Level II 90%, Level III 75%, and Level IV 80%. Annual maximum for Class I, II, and III services \$1,500 per member and a lifetime maximum for Class IV services \$1,500 per member with no age limit. Dependents are eligible until the end of the calendar year of their 26th birthdate for dental benefits.

Section 3. Life Insurance

The Township will provide life insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000)

Section 4. Optical

The Township will provide optical insurance coverage for employees and eligible dependents. No employee with dependents will be allowed coverage as a single person.

The Township reserves the right to determine carrier for this type of insurance. Employee may decline coverage if they so desire. Dependents are eligible until the end of the calendar year of their 26th birthdate for optical benefits.

Section 5. Retiree Medical Coverage For employees hired before 9/1/19

Employees who retire at the age of 60 or over with at least 15 years of service or with 10 or more years of service and a total of 70 points based on the combination of age and years of service shall be entitled to such coverage as is offered by the carrier for retirees.

The coverage is provided for employees only. Any employee wishing to continue group coverage for a spouse or other dependent may do so as follows:

- A. The seven (7) retirees prior to August 21, 2007, whose prescription drug co-payment is either \$5.00 or \$10.00 will be enrolled in the plans with the new prescription co-pays of \$10.00 for generic drugs and \$20.00 for name brand drugs as set forth in Section 4A or 4B. However, as to those employees and their spouses only, the Township will reimburse the difference between the \$5.00 and \$10.00 co-pay of the plan the retiree is utilizing and the new co-pay of \$10/\$20 upon presentation of sufficient evidence of payment for a prescription by the retiree's sufficient evidence shall consist of the requirements dictated by the Township's flexible spending medical account.
- B. All changes in premium sharing, co-pays, deductibles or other employee shared costs of health and or dental care applicable to active employees shall automatically be applicable on the same date to all current and future retirees except those listed in paragraph A above, effective August 21, 2007.
- C. All current retirees will be moved from a traditional BCBS to BCBS PPO. The Township agrees to take whatever action is necessary in order to ensure a smooth transition for current retirees from the traditional BCBS to BCBS PPO. This shall include a meeting with the current retirees, the employer and union.
- D. The prescription co-pay for all retirees participating in the Blue Care Network (HMO) or Community Blue Plan I (PPO) shall be a \$10.00 co-pay for generic drugs and a \$40.00 copay for brand name drugs shall apply to all retirees when the same copays are implemented for Township non-union employees and elected officials.
- E. Dental coverage shall be afforded to eligible retirees in conjunction with health coverage through Blue Cross Blue Shield of Michigan. For

purposes of clarification, Class I benefits 100%, Level II 90%, Level III 75% and Level IV 80%. Annual maximum for Class I, II, and III services \$1,500 per member and a Lifetime maximum for Class IV services \$1,500 per member with no age limit. Dependents are eligible until the end of the calendar year of their 26th birthdate for dental benefits.

F. To provide health insurance which includes prescription and dental coverage for the spouses of these employees that retired before August 21, 2007. The retiree's co-pay on monthly premium costs for insuring spouses shall be:

1. Retiree and spouse both under age 65: \$250.00 per month
2. Retiree and spouse, one age 65 or over & one under age 65: \$200.00 per month
3. Retiree and spouse both over age 65: \$100.00 per month

G. In the event of a retiree's death, the spouse and dependents are offered COBRA continuation coverage for a period of 18 months. The COBRA coverage is a continuation of plan coverage when it would otherwise end because of a life event. The Spouse of the employee becomes a qualified beneficiary when coverage is lost under the retiree's health insurance plan. Any dependent children will also become qualified beneficiaries if they lose coverage under the retiree's plan due to death of the parent employee. This is also a "qualifying event".

H. Retiree healthcare benefits shall survive the expiration of this Collective Bargaining Agreement and shall be "vested and unalterable for the life of the employee". This language shall not prevent the Employer to change health care provider(s) as long as the new healthcare provider(s) will provide equal or better coverage.

I. The Township will provide retiree life insurance coverage in the amount of ten thousand dollars (\$10,000.00) for all AFSCME members who were actively employed as of January 1, 2023 and beyond.

For Employees hired on or after 9/1/19:

A. These employees shall instead have \$2,500 a year deposited into an IRS Section 115 account by the Employer.

B. Only participants who complete a year of service during the plan year shall be eligible to receive an annual employer contribution.

Notwithstanding the foregoing, a participant who has completed a year of service but whose employment terminates prior to the last day of the plan year will receive an allocation of annual employer contribution if termination results of disability, death or retirement.

- C. The account shall originally be administered by Burnham and Flower's Insurance Group. The administrator may be changed in the future upon agreement by both parties.
- D. Beginning on January 1, 2021, the \$2,500 a year shall be increased at the same percentage as the "medical care component" as determined by the State pursuant to MCL 15.563 and amended by 2018 Public Act 477. The parties shall meet to negotiate further increases if this act is changed in the future.
- E. The Account shall be dedicated for the purpose of paying for healthcare for the employee upon separation from the Employer.
- F. The Employee shall not be taxed for the Employer's contribution into the account nor taxed when taking money out of the account if used for qualified medical expenses. The Account shall be governed by all applicable IRS rules.
- G. Employees shall be vested immediately.

ARTICLE XIX - RETIREMENT

Employees are mandated to contribute five percent (5%) of their gross earnings into the pension plan and may contribute any optional additional amount up to the maximum allowed by the Internal Revenue Service.

The Township will contribute twelve percent (12%) of the employee's base wages to the employee's pension plan.

The program provides one hundred percent (100%) immediate vesting to all employees. This will not be a subject of negotiations in any future collective bargaining negotiations.

ARTICLE XX- SUBSTANCE ABUSE POLICY

This policy shall be clearly communicated to all employees and enforced in a nondiscriminatory manner. Employees having difficulties should be encouraged to seek help before problems threaten their jobs and well-being. An Employee Assistance Program (EAP) established by the Township and Union is a constructive alternative to relying upon drug testing and disciplinary action alone.

As a result of passage of the Drug-Free Workplace Act of 1988, all direct recipients of federal grants must certify to the federal agency that they will maintain a drug-free workplace. This is a prerequisite to receiving a federal grant. An interim rule outlining the requirements for each federal agency was published by the Office of Management and Budget (OMB) January 31, 1989. On May 25, 1990 OMB issued a final rule.

Employees working under a grant must, as a condition of employment, abide by terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off Township premises while conducting Township business. A report of conviction must be made to the Executive director of Personnel within five (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

Trends have shown that drug and alcohol abuse have become an ever-increasing problem in the work place. The Charter Township of Van Buren and Local 236 recognizes the need to address this issue and is committed to establishing and maintain a drug and alcohol-free, safe, healthy, and secure work environment for all employees. This policy regarding the work-related effects of drug and alcohol use and the unlawful possession of controlled substances on Township property is as follows:

CONTROLLED SUBSTANCES as defined, in the Uniform Controlled Substance Act (Division of the Health and Safety Code), as amended.

- Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.
- The unlawful manufacture, distribution, possession; or use of a controlled substance on Township premises or while conducting Township business off Township premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences for the employee.

Unauthorized prescription drugs are strictly prohibited except under the

following conditions:

- Employees shall inform their supervisor prior to using prescribed drugs on the job.
- Each vial shall be in the employee's name.
- Each prescription shall be no older than one (1) year of the date issued.
- Employee shall only possess enough medication for that normal work shift.

The Township, at all times, reserves the right to have its company clinic health care facility determine if a prescription drug or medication produces hazardous effects and may restrict the use of any such drug or medications accordingly. This may also include restricting the employee's work activity.

EMPLOYEE REFERRALS

The parties recognize drug and alcohol dependency as an illness and a major health problem. The parties also recognize drug and alcohol abuse as a potential health, safety and security problem.

The parties agree that assistance toward rehabilitation is to be offered to any employee with a substance abuse problem. This policy will apply whether the employee voluntarily admits to a substance abuse problem or has a positive result on a drug or alcohol detection test.

Employees needing help in dealing with such problems are encouraged to use our health insurance plans, as appropriate. The Township will ensure that employee benefits include some coverage for services required to assist employees with substance abuse problems. An employee who is found to be disabled and requires treatment for drug or alcoholic abuse by either a physician, guidance counseling clinic, hospital or other recognized facility or authority shall be entitled to use any accumulated sick leave time, vacation time, annual personal leave time or compensatory time while off work. In addition, if the employee is otherwise eligible, pursuant to the terms of the Long-Term Disability Insurance Program and Policy, the employee will be allowed, if by the insurance carrier, at the end of the elimination period to collect long term disability benefits. The right of the employee to collect long term disability benefits is dependent upon the provisions of the insurance policy, the rules and regulations of the insurance carrier: If an employee is denied benefits by the insurance carrier, any remedy the employee may have shall be between the employee and the insurance carrier. The Township of Van Buren shall not be responsible for the payment nor the denial of payment of any benefits pursuant to the Long-Term Disability Insurance Policy.

RIGHT TO REPRESENTATION

An immediate Director of the employee in question would recommend the test. The Township shall be authorized to conduct a drug or alcohol test when:

- The township has reasonable cause to suspect that an employee is using drugs or alcohol;
- An accident or a near accident involving actual or potential loss of life; serious injury or significant property damage has occurred;
- Employees are undergoing or have completed a drug treatment program;
- Employees holding sensitive positions involving safety and health, or other responsibilities involving a high degree of trust and confidence.

The employee and the Union shall be notified immediately that Township representatives have reasonable suspicion that an employee is under the influence of drugs or alcohol and shall be provided with a copy of the reasons which document their suspicion: The employee suspected of being under the influence shall meet with his/her supervisor and a Union representative. In the presence of the Union representative, the employee may be questioned about his/her behavior or other reasons that have caused the supervisor to suspect that the employee is under the influence of drugs or alcohol. If after hearing the employee's explanation the supervisor still suspects that the employee is under the influence of drugs or alcohol, the supervisor shall request that the employee submit to a drug or alcohol detection test. No drug or alcohol screen will be conducted without written consent; however, an employee who refuses to submit to a drug or alcohol screen will be subject to disciplinary action up to and including discharge from employment.

TESTING PROCEDURE

Test results will be strictly confidential. The Township shall have the right to utilize any testing facility of its choice. Samples will be tested at a laboratory recognized by the State of Michigan and meets the standards recommended by the National Institute of Drug Abuse (NIDA).

The requirement for chain of custody, storage of urine and blood samples, quality assurance and control, will be the responsibility of the chosen laboratory. The Township under the guidelines of NIDA will mandate the use of two (2) laboratory methodologies EMIT (Urine) test and GC/MS - Mass Spectrometry (Blood) test.

An employee who is asked to submit to a drug detection test will be allowed to list all prescription and non-prescription drugs, of any other substance which might cause a positive urinalysis for the presence of drugs.

The drug or alcohol screens will be taken within five (5) hours of when the employer has reasonable cause to suspect that an employee is using drugs or alcohol. If the drug or alcohol test results in a positive reading the employee will have the right to a retest of the untested portion of the same sample at his/her own expense within 72 hours of the first test.

Within five (5) working days of receiving a positive confirmed test result, the Township shall inform an employee of the result, the consequences of such a result and the available options. Employees will then have five (5) days to submit information explaining or contesting the result.

Employees who work in safety sensitive positions, which includes any position in which drug impairment would constitute an immediate and direct threat to public health or safety, who test positive, shall be placed in a non-safety sensitive position or leave while they participate in an employee assistance or drug rehabilitation program. If placed on leave status, employees will be allowed to use any accumulated leave prior to being placed on leave-without-pay. Upon successful completion of the employee assistance or rehabilitation program, the employee will be reinstated to the same or an equivalent position. Failure to complete a rehabilitation program could lead to dismissal. The above rehabilitation shall also be offered to an employee who comes forward and requests it.

POSITIVE TEST RESULTS

1st Offense: Individuals who initially (1st time) test positive for drug or alcohol use shall be given the opportunity to enter a rehabilitation program prior to any discipline.

2nd: Offense: If any employee has a relapse (second time) under the influence of any illegal substance or alcohol, they shall receive a three (3) day suspension.

3rd Offense: If there is a third relapse (third time) said employee shall be disciplined up to and including discharge.

NEW HIRES

In addition, the Township requires all new hire "employee-applicants", both full-time and part-time, to submit to a pre-employment drug screening test as part of the Township medical process. This is to ensure that all potential employees are medically capable of performing the full range of duties assigned to them without hazard of injury or illness to themselves, fellow employees or the citizens of the

community.

These pre-employment drug screen tests shall be administered purely in an employment context and shall not be used for any criminal investigatory purpose. The results sought or gathered are not done pursuant to statute or regulation requiring the turning over of any information to criminal enforcement authorities.

Prospective employees shall be informed of this policy via the job bulletin and as part of the selection process. Before placement, these individuals will be required to sign the attached waiver which authorizes the pre-employment drug screening test during the Township physical exam and grants the Township the right to receive the results positive test results will be grounds for disqualification from candidacy.

CHANGES. SUPPLEMENTS AND AMENDMENTS

The procedures for implementation, e.g., chain of custody requirements; form of testing; testing facility; test levels will be changed, supplemented and amended as necessary to reflect scientific advancements or as warranted by other conditions. This is necessary due to the technical nature of testing and necessary in effort to assure the utmost respect for employee privacy and the utmost accuracy of testing.

LAW

Nothing in this policy is intended to be in conflict with existing state law. In the event that any provision of this policy shall at any time be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time limits for doing so, such provisions of the Policy shall continue in effect.



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Never Quit

CHARTER TOWNSHIP OF VAN BUREN

EMPLOYMENT DRUG SCREENING AUTHORIZATION AND ACKNOWLEDGEMENT

I hereby authorize Health Services Provider to obtain a urine specimen from me as requested by the Charter Township of Van Buren.

I understand that an analysis of the urine specimen will be conducted by drug free laboratories to determine if I have been taking/using any controlled substances, as defined in the uniform Controlled Substances Act (Division of the Health and Safety Code). Drug free laboratories is recognized by the State of Michigan and their drug screening program will use only those methods of procedures mandated by the National Institute of Drug Abuse.

I further authorize the laboratory to release to the Charter Township of Van Buren the results of these tests. I am aware that Chatter Township of Van Buren reserves the right to immediately disqualify me as a candidate for which I seek employment in the event of positive test results, absent from a valid explanation.

All drug screens must be taken within 48 hours of date and time authorization form is signed.

Date/ Time

Signature: Applicant

Date/Time

Signature: Witness

If the Individual is under 18 years of age:

Date/Time

Signature of Consenting
Parent or Legal Guardian

ARTICLE XXI- SAFETY AND HEALTH

Section 1. Responsibility

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

Section 2. Refusal to Work in Unsafe Condition's

Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation, in violation of acceptable safety rules in the opinion of the Joint Safety Committee and the situation determined by his/her supervisor to be made unsafe or unhealthy, the Township shall undertake with due diligence, to rectify the situation. If the matter is not adjusted satisfactorily, a grievance may be processed through the Grievance procedure.

Section 3. Safety Glasses

The Township will furnish safety glasses to all employees working in conditions which require such glasses, prescription and non-prescription, at Township expense biannually. The Township will choose the vendor for prescription safety glasses with a cost not to exceed \$350.00.

ARTICLE XXII - GENERAL PROVISIONS

Section 1. Emergency Work

- A. Upon a determination by a Township official or department head that a given project qualifies as emergency work, the Township will give first consideration to members of the regular work force. If the Township is unable to obtain the necessary personnel to meet the emergency from within its work force, it may engage an outside subcontractor or any other individual(s) to immediately under take the emergency work.

- B. Emergency work shall be according to classification, if practical. An employee asked to work out of his/her classification during an emergency will do so.

Section 2. Sub-Contracting

- A. The parties recognize the responsibility of the Township to provide services to its citizens in the most economical fashion and recognizes in the appropriate cases, outside contractors may be employed to perform such services. The Township is genuinely interested in maintaining employment for all seniority employees covered by this Agreement, consistent with the needs of the Township. Therefore, in making these determinations the Township intends to always keep the interest of the Township employees in mind. In cases where the Township deems it necessary to subcontract work, and it is not an emergency situation, the Union will be provided the opportunity to fully discuss the matter with the Township prior to subcontracting.
- B. The right to contract or subcontract shall not be used for the purpose or intention of discriminating against any union members, nor shall any seniority employee be laid off, demoted or caused to suffer a reduction in regular hours worked as a direct and immediate result of work performed by an outside contractor.
- C. In the event contracting or subcontracting occurs (except in an emergency situation), the following procedure shall apply:
1. The Township shall meet with the union in a special conference at least thirty days prior to the implementation.
 2. The Union will be notified in writing of the nature, scope and duration of work to be performed and the reasons for not offering this work to Township employees. (Equipment, Manpower, etc.).
 3. The Union will have an opportunity to discuss any work subcontracted for capital projects which may impact work historically performed by the bargaining unit prior to implementation of the project.

Section 3. Access to Premises

The Township agrees to permit the representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives and officers of Local No. 236 Van Buren Employees, Council No. 25, to enter the premises at any time during working hours for individual discussion of working conditions with employees, provided that care is exercised by such designated representatives that they do not interfere with the performance of duties assigned employees.

Section 4. Union Bulletin Boards

- A. The Township will provide a bulletin board for Union notices in the office and in the garage.
- B. Only Union notices signed by a Union official shall be posted on this bulletin board.

Section 5. Plead Against Discrimination and Coercion

- A. 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.
- B. 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 the Union or political membership or because of any employee's activity in an official capacity on behalf of the Union.
- C. 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 6. Uniform Allowance

A. The Township will furnish uniforms for the D.P.S., Ordinance, Animal Control, Community Services and Building Inspectors. All employee that are provided with uniforms by the township will be required to wear them daily no exceptions. Employees shall be required to appear professional, neat and groomed as a representation of the Township. Anyone caught out of uniform shall be subject to discipline.

5 Long Sleeve
5 Short Sleeve
5 Pair of Pants
5 Sweat Shirts
2 Hats

B. The Township will replace uniforms for Ordinance, Animal Control, D.P.S., Community Services and Building Inspectors twice a year. The Township will purchase all uniforms issued under this provision through a vendor of the Township's choice.

C. The Township will provide an allowance of \$200.00 annually towards a pair of work boots/shoes. Said boots/shoes must meet current safety standards. Employees must prove they purchased the boots/shoes and bring in the receipt in order to receive their allowance.

Section 7. Foul Weather Gear

A. Foul weather gear shall consist of a raincoat, rain pants, rubber boots and gloves which will be furnished by the Township to necessary personnel. The employee shall be responsible for the foul weather gear issued to him/her.

B. The Township will provide outdoor clothing consisting of a coat and bib pants to D.P.S., Building and Planning Department Inspectors, Ordinance, Animal Control and Community Services at the expense of the Township every other year. The Township will choose the vendor and manufacturer of clothing.

Section 8. Chauffeurs and CDL Licenses

The Township will pay the fee, in full, for a chauffeur's or CDL license where such license is required due to the nature of the work performed by an employee for the Township. Employees receiving a CDL as related to employment with the Township understand they are subject to all regulations with regard to said license. Should any regulation of the CDL be in conflict with this Agreement, the terms of the regulation shall prevail.

Section 9. Certifications

Recognizing the value of well-trained employees and to better prepare for potential future requirements of various regulatory agencies. All employees in the Water & Sewer Department shall be encouraged to seek training as a routine part of their employment with the Township, In the case of new employees, to be eligible for promotion to higher job classifications, training and certifications are required. The Township shall pay the cost for training classes, books and materials, and examination/certification fees. Further, those employees who choose to take advantage of this training will be entitled to one hour per day study time one week prior to the test date. Following are minimum S-Certifications levels to be achieved by classification.

- Water Worker I: Employee must attain a State of Michigan DEQ S-4 Certification.
- Water Worker II : State of Michigan DEQ S-4 Certification

In recognition of the earning of S-Certifications and their value, the Township agrees to pay annual bonus amounts of:

S-4	\$300 Per Year	S-2	\$1,000 Per Year
S-3	\$600 Per year	S-1	\$1,500 Per Year

To be paid annually at the first pay period of each November. Employees will receive the annual bonus based on the highest certification, received to date. For example, an employee with both S-4 and S-3 certifications would receive \$600 per year. An employee who fails to maintain his/her S- Certification forfeits his/her bonus.

ARTICLE XXIII- WAGES Beginning January 1, 2023

Wage rate increase for the life of the contract shall include:

- January 1, 2023 6 %**
- January 1, 2024 3 %**
- January 1, 2025 3 %**
- January 1, 2026 3 %**

It is agreed that the job classifications of Building Secretary, Clerical & Reception and Police Secretary will be removed from the list of job classifications and the job currently titled Records Clerk will be retitled Public Safety Records Clerk, recognizing that any new Clerical positions created now or in the future are covered under *Article I- Recognition-Employees Covered*.



Schedule of wage rates for AFSCME employees

	6.00%		72 Days	18 Months		3.00%		72 Days	18 Months
2023 CLASSIFICATION			72 Days	18 Months		2024 CLASSIFICATION		72 Days	18 Months
Account Clerk	19.41	20.53	21.64	22.29	Account Clerk	19.99	21.15	22.29	22.99
Bookkeeper	21.09	22.13	23.52	24.22	Bookkeeper	21.73	22.98	24.22	24.85
Assistant Bookkeeper	19.90	21.05	22.18	22.85	Assistant Bookkeeper	20.49	21.68	22.85	23.52
Chief Building Official	42.00	44.43	46.82	48.23	Chief Building Official	43.26	45.76	48.23	50.73
Building Inspector	24.18	25.58	26.95	27.76	Building Inspector	24.90	26.34	27.76	28.67
Plan Review/Building Inspector	24.18	25.58	26.95	27.76	Plan Review/Building Inspector	24.90	26.34	27.76	28.67
Building/Plumb/Mech Inspector	31.99	33.84	35.66	36.73	Building/Plumb/Mech Inspector	32.95	34.86	36.73	37.95
DPW Leader	24.18	25.58	26.95	27.76	DPW Leader	24.90	26.34	27.76	28.67
DPW Service Worker I	18.52	19.59	20.64	21.26	DPW Service Worker I	19.07	20.18	21.26	22.00
DPW Service Worker II	19.90	21.05	22.18	22.85	DPW Service Worker II	20.49	21.68	22.85	23.52
DPW Service Worker III	21.34	22.57	23.79	24.50	DPW Service Worker III	21.98	23.25	24.50	25.21
Custodian	18.52	19.59	20.64	21.26	Custodian	19.07	20.18	21.26	22.00
Ordinance Officer	21.34	22.57	23.79	24.50	Ordinance Officer	21.98	23.25	24.50	25.21
Public Safety Records Clerk	19.90	21.05	22.18	22.85	Public Safety Records Clerk	20.49	21.68	22.85	23.52
Water Department Worker I	18.95	20.05	21.13	21.76	Water Department Worker I	19.52	20.65	21.76	22.49
Water Department Worker II	20.35	21.53	22.69	23.37	Water Department Worker II	20.96	22.17	23.37	24.05
Water Department Worker III	21.78	23.04	24.28	25.01	Water Department Worker III	22.44	23.73	25.01	25.74
Equipment Operator	25.62	27.10	28.56	29.42	Equipment Operator	26.39	27.91	29.42	30.38
	3.00%					3.00%			
2025 CLASSIFICATION			72 Days	18 Months		2026 CLASSIFICATION		72 Days	18 Months
Account Clerk	20.59	21.78	22.95	23.64	Account Clerk	21.21	22.43	23.64	24.33
Bookkeeper	22.38	23.67	24.95	25.70	Bookkeeper	23.05	24.38	25.70	26.45
Assistant Bookkeeper	21.11	22.33	23.53	24.24	Assistant Bookkeeper	21.74	23.00	24.24	24.95
Chief Building Official	44.56	47.13	49.67	51.16	Chief Building Official	45.89	48.55	51.16	52.85
Building Inspector	25.65	27.13	28.60	29.45	Building Inspector	26.42	27.95	29.45	30.30
Plan Review/Building Inspector	25.65	27.13	28.60	29.45	Plan Review/Building Inspector	26.42	27.95	29.45	30.30
Building/Plumb/Mech Inspector	33.94	35.90	37.84	38.97	Building/Plumb/Mech Inspector	34.96	36.98	38.97	40.00
DPW Leader	25.65	27.13	28.60	29.45	DPW Leader	26.42	27.95	29.45	30.30
DPW Service Worker I	19.65	20.78	21.90	22.56	DPW Service Worker I	20.24	21.40	22.56	23.22
DPW Service Worker II	21.11	22.33	23.53	24.24	DPW Service Worker II	21.74	23.00	24.24	24.95
DPW Service Worker III	22.64	23.95	25.24	25.99	DPW Service Worker III	23.32	24.66	25.99	26.74
Custodian	19.65	20.78	21.90	22.56	Custodian	20.24	21.40	22.56	23.22
Ordinance Officer	22.64	23.95	25.24	25.99	Ordinance Officer	23.32	24.66	25.99	26.74
Public Safety Records Clerk	21.11	22.33	23.53	24.24	Public Safety Records Clerk	21.74	23.00	24.24	24.95
Water Department Worker I	20.11	21.27	22.42	23.09	Water Department Worker I	20.71	21.91	23.09	23.76
Water Department Worker II	21.59	22.84	24.07	24.79	Water Department Worker II	22.24	23.52	24.79	25.46
Water Department Worker III	23.11	24.45	25.76	26.54	Water Department Worker III	23.80	25.18	26.54	27.21
Equipment Operator	27.18	28.75	30.30	31.21	Equipment Operator	28.00	29.61	31.21	31.92

3 Year Status					5 Year Status				
	6.00%	3.00%	3.00%	3.00%		6.00%	3.00%	3.00%	3.00%
CLASSIFICATION	1/1/2023	1/1/2024	1/1/2025	1/1/2026	CLASSIFICATION	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Account Clerk	23.71	24.42	25.16	25.91	Account Clerk	26.24	27.02	27.83	28.67
Bookkeeper	26.34	27.13	27.95	28.78	Bookkeeper	28.29	29.14	30.01	30.91
Assistant Bookkeeper	24.48	25.21	25.97	26.74	Assistant Bookkeeper	26.74	27.55	28.37	29.22
Chief Building Official	49.65	51.14	52.67	54.25	Chief Building Official	55.10	56.75	58.45	60.20
Building Inspector	28.62	29.48	30.36	31.27	Building Inspector	32.88	33.87	34.88	35.93
Plan Review/Building Inspector	28.62	29.48	30.36	31.27	Plan Review/Building Inspector	32.88	33.87	34.88	35.93
Building/Plumb/Mech Inspector	36.55	37.65	38.77	39.94	Building/Plumb/Mech Inspector	38.80	39.96	41.16	42.39
DPW Leader	28.62	29.48	30.36	31.27	DPW Leader	31.80	32.75	33.74	34.75
DPW Service Worker I	22.92	23.60	24.31	25.04	DPW Service Worker I	25.36	26.12	26.90	27.71
DPW Service Worker II	24.48	25.21	25.97	26.74	DPW Service Worker II	26.74	27.55	28.37	29.22
DPW Service Worker III	26.34	27.13	27.95	28.78	DPW Service Worker III	28.06	28.90	29.77	30.66
Custodian	24.48	25.21	25.97	26.74	Custodian	25.36	26.12	26.90	27.71
Ordinance Officer	26.26	27.04	27.86	28.69	Ordinance Officer	27.46	28.29	29.14	30.01
Public Safety Records Clerk	24.48	25.21	25.97	26.74	Public Safety Records Clerk	27.50	28.32	29.17	30.04
Water Department Worker I	23.35	24.05	24.77	25.52	Water Department Worker I	25.82	26.6	27.39	28.22
Water Department Worker II	24.91	25.66	26.43	27.22	Water Department Worker II	27.16	27.97	28.81	29.68
Water Department Worker III	26.80	27.60	28.43	29.28	Water Department Worker III	28.52	29.38	30.26	31.17
Equipment Operator	31.50	32.45	33.42	34.42	Equipment Operator	31.50	32.45	33.42	34.42

ARTICLE XXIV - NO STRIKE OR LOCKOUT CLAUSE

Section 1.

The Union recognizes that strikes (as defined in P.A. 336 of 1947, as amended, Michigan Public Employees Act) are contrary to law and public policy. The Township and the employee subscribe to the principle, that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential government services. Accordingly, the Union and employees agree that during the term of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit down, stay-in, slow-down in any department, or any unlawful activity interfering with the operation of government during normal working hours.

Section 2.

If any strike, sit-down, stay-in, slow-down, or any other unlawful activity interfering with the operation of government is threatened or in progress the union will use, to its fullest capacity, every opportunity to end the activity.

Section 3.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE XXV - TERMINATION

This contract will continue in full force and effect until 11:59 p.m. on December 31, 2026.

Section 1.

If either party desires to terminate this contract, it will give written notice of termination, not less than ninety (90) days prior to termination date. If neither party gives notice of termination as hereafter provided, or if such

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 2.

If either party desires to modify, revise, add to, or amend this contract, not less than ninety (90) days prior to the termination date, give written notice. If proper notice of amendment has been given, negotiations will commence not less than sixty (60) days prior to termination. This contract may be terminated upon the current termination date or thereafter, by either party upon ten (10) days written notice of termination.

Section 3.

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail to the Union, to its president, at his/her address and to the Board, Charter Township of Van Buren, or to any such address as the Union or Board may direct.

ARTICLE XXVI - TOWNSHIP CUSTODIAL SERVICES

There shall be a minimum of two full time (40 hours per week) employees to provide custodial services for the cleaning of the Township Municipal Center. These employees shall be classified as 'custodians' with management reserving the right to define and re-define the job content and all other areas as outlined in Article III. The schedule shall be determined by management with the understanding that the standard work week is to be 40 hours paid at straight time with each classified employee entitled to a one-half hour unpaid lunch.

In the event there is a need for night shift employees, they will be paid a shift premium of one dollar (\$1.00). Night shift is defined as the shift beginning at, or after, 6:00 pm.

If the classified employee's typical day off is Sunday and Monday and the Monday lands on the holiday on Martin Luther King Jr. Day, President's Day, Memorial Day or Labor Day he/she shall receive the Tuesday following these holidays as the paid holiday.

ARTICLE XXVII - TOWNSHIP WATER DEPARTMENT LEADER AND DPW LEADER

Should the Township reinstate the position of Water Department Leader at any time, it will be recognized as a bargaining unit position. Further, the parties agree the classification of DPW Leader shall remain unchanged.

AFSCME COUNCIL 25, LOCAL 236

CHARTER TOWNSHIP OF VANBUREN

By: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on February 21, 2023

AFSCME COUNCIL 25, LOCAL 236

CHARTER TOWNSHIP OF VANBUREN

Charles A. Esch
Karen E. Price
Jennifer J. Price
Joe Stent

[Signature]
Sharyn A. Budd
[Signature]

Never Quit