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12/31/99

COLLECTIVE BARGAINING AGREEMENT

Between

THE CHARTER TOWNSHIP OF HAMPTON

and

TEAMSTERS LOCAL UNION 486
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DEPARTMENT OF PUBLIC WORKS

January 1, 1997 through December 31, 1999

Hampton Township

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	1
ARTICLE I - RECOGNITION: AGENCY SHOP AND DUES	1
Section 1 - Recognition	1
Section 2 - Agency Shop	1
Section 3 - Check-off	2
Section 4 - Drive Authorization and Deduction	3
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III - EXTRA CONTRACT AGREEMENTS	4
ARTICLE IV - SENIORITY	4
Section 1 - Additional Help	4
Section 2 - New Employees	4
Section 3 - Seniority List	4
Section 4 - Lay-Off - Recall	4
Section 5 - Controversies	5
Section 6 - Loss of Seniority	5
ARTICLE V - DISCHARGE AND DISCIPLINE	5
Section 1	5
Section 2	5
Section 3	5
Section 4	6
Section 5 - Uniform Rules	6
Section 6 - Loss of Seniority	6
ARTICLE VI - GRIEVANCE PROCEDURE	6
Section 1 - Definition of a Grievance	6
Section 2	7
Section 3	7
Section 4	8
Section 5	8
ARTICLE VII - NO STRIKE, NO LOCKOUT	8
Section 1	8
Section 2	8
ARTICLE VIII - STEWARD	9

ARTICLE IX - ABSENCE	10
Section 1	10
Section 2	10
ARTICLE X - LIGHT DUTY WORK FOLLOWING REINSTATEMENT AFTER MEDICAL LEAVE	10
ARTICLE XI - DRIVER'S LICENSE AND INSURABILITY	11
Section 1	11
ARTICLE XII - MAINTENANCE OF STANDARDS	11
ARTICLE XIII - INSPECTION PRIVILEGES	11
ARTICLE XIV - POSTING - BULLETIN BOARDS	12
ARTICLE XV - PAID FOR TIME	12
ARTICLE XVI - PAY PERIOD	12
ARTICLE XVII - LOSS OR DAMAGE	12
ARTICLE XVIII - EQUIPMENT, ACCIDENTS & REPORTS, DANGEROUS WORK	12
Section 1 - Unsafe Equipment	12
Section 2 - Dangerous Work	13
Section 3 - Accident Report	13
Section 4 - New Equipment	13
Section 5 - Heaters	13
ARTICLE XIX - WORKERS' COMPENSATION	13
ARTICLE XX - MILITARY SERVICE	13
ARTICLE XXI - SEPARABILITY AND SAVINGS CLAUSE	14
ARTICLE XXII - SEPARATION OF EMPLOYMENT	14
ARTICLE XXIII - SANITARY CONDITIONS	14
ARTICLE XXIV - MEDICAL EXAMINATIONS	14
Section 1	14
Section 2	15
ARTICLE XXV - IDENTIFICATION FEES	15

ARTICLE XXVI - MEAL PERIOD	15
ARTICLE XXVII - EMPLOYEE'S BAIL	16
ARTICLE XXVIII - CLASSIFICATION AND MINIMUM WAGE RATES	16
Section 1	16
Section 2	18
Section 3 - Crew Leader	18
Section 4	18
Section 5 - Custodial "A"	18
ARTICLE XXIX - HOURS	19
Section 1 - Hours	19
Section 2 - Call-in Pay	19
Section 3 - Recall	19
Section 4 - Weekly Overtime	19
Section 5 - Saturday and Sunday Work	19
ARTICLE XXX - VACATIONS	20
Section 1 - Eligibility	20
Section 2 - Amount of Vacation Pay	21
Section 3 - Time for Vacation: Leaves of Absence	21
ARTICLE XXXI - HOLIDAYS	21
Section 1 - Paid Holidays	21
Section 2	22
Section 3	22
Section 4	22
Section 5	22
Section 6	22
Section 7	22
ARTICLE XXXII - SICK DAYS	22
Section 1	22
Section 2	22
Section 3	23
Section 4	23
Section 5	23
ARTICLE XXXIII - FUNERAL LEAVE	23
ARTICLE XXXIV - INSURANCE	23
Section 1 - Life Insurance	23
Section 2 - Sickness and Accident Insurance	23
Section 3 - Hospitalization and Medical Insurance	24

Section 4 - Continuation of Insurance Upon Retirement	24
Section 5 - Dental and Optical Contribution	25
Section 6 - Continuation of Coverage	25
Section 7 - Long Term Disability Insurance	25
Section 8 - Continuation of Benefits	26
Section 9 - Non-Duplication of Benefits	26
Section 10	26
 ARTICLE XXXV - PENSION PLAN	 26
Section 1 - Pension	26
 ARTICLE XXVI - PERSONAL VACATION DAYS	 27
 ARTICLE XXXVII - GENERAL PROVISIONS	 27
Section 1 - Job Openings	27
Section 2 - Pay Periods	27
Section 3 - Job Classifications	27
Section 4 - Uniforms	28
Section 5 - Unemployment Compensation	28
Section 6 - Residence of Employment	28
Section 7 - Meal Reimbursement	29
Section 8 - Custodian - Additional Help	29
Section 9 - CDL Licenses	29
 ARTICLE XXXVIII - TERMINATION OF AGREEMENT	 29
Section 1	29
Section 2	29
Section 3	29
Section 4	30
Section 5	30

INTRODUCTION

THIS AGREEMENT made and entered into by and between the CHARTER TOWNSHIP OF HAMPTON - DEPARTMENT OF PUBLIC WORKS, located at HAMPTON TOWNSHIP, Bay County, Michigan, party of the first part, and hereinafter termed the Employer; and LOCAL UNION NO. 486, affiliated with the International Brotherhood of Teamsters, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and

WHEREAS, both parties are desirous of facilitating peaceful adjustment of the grievances which may arise from time to time between the Employer and its employees; and

WHEREAS, both parties are desirous of promoting and improving peaceful and economic relations between the parties;

NOW, THEREFORE, IT IS AGREED, by and between the parties, hereto as follows:

ARTICLE I

RECOGNITION: AGENCY SHOP AND DUES

Section 1. RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Article XXVIII, Classifications and Minimum Wage Rates. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female employees.

(b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

Section 2. AGENCY SHOP: (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without

regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this section, all employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall continue following the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

(d) If any provision of this Agreement is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from pay of such members, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages in compliance with State law, to be transmitted to the Local Union or to such other organizations as the Union may request

if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

Section 4. DRIVE AUTHORIZATION AND DEDUCTION: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, c/o International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C., 20001, on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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 it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which deduction is normally deducted after the error has been called to its attention by the employee or the Union.

ARTICLE II

MANAGEMENT RIGHTS

The management of the Township in all of its phases and details shall remain vested in the Township, however, the Township shall recognize the rights of the employee in the Union as expressed herein. The Township retains the sole right to manage its affairs including, but not limited to, the right to determine the Township's mission and policies, to plan, direct, control and determine the operation or services of the Township, to determine the methods, means and number of personnel needed to carry out the Township's mission, to direct the working forces, to hire and assign or to transfer employees, to promote, suspend, discipline or discharge for just cause, to lay off or relieve employees due to lack of work or funds or for other legitimate reasons, to make, publish, and enforce reasonable rules and regulations, (reasonableness shall include ten [10] days notice before publishing), to introduce new or improve methods, equipment or facilities consistent with the terms of the Agreement. The parties shall negotiate over pay rates of new classifications.

ARTICLE III

EXTRA CONTRACT AGREEMENTS

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

ARTICLE IV

SENIORITY

Section 1. ADDITIONAL HELP: When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 2. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) calendar day trial basis, during which period he/she may be discharged without further recourse, however, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) calendar days, the employee shall be placed on the regular seniority list.

Section 3. SENIORITY LIST: The Employer shall post or provide a list of the employees arranged in order of their seniority. A separate seniority list shall be maintained for the Custodial A and B positions. Seniority in the custodial positions shall be utilized for purposes of classification seniority only, and such seniority shall not be interchangeable with the seniority of other non-custodial positions. The Township shall consider the job vacancy bids of custodial employees, along with other internal and external candidates, but the Township shall not be obligated to recognize a custodial employee's seniority in filling the vacant position. Custodians who are selected to fill vacancies within the DPW shall have their seniority recognized as regular DPW seniority for all purposes. (The separate custodial seniority provisions shall not apply to custodians hired before 1/1/94.)

Section 4. LAY-OFF - RECALL: (a) Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and rehiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-off and rehire of personnel.

(b) In the event of a lay-off, an employee so laid off shall be given ten (10) calendar days notice of recall mailed to his/her last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

Section 5. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 6. LOSS OF SENIORITY: (a) An employee's seniority and employment shall terminate if the employee quits, is discharged, retires, or laid off from work for more than two (2) years or the employee has falsified pertinent information on his/her application for employment that affects performance or qualifications for the job, or a settlement has been made with the employee for total disability.

(b) Unless a satisfactory reason is given for being unable to report, absence from work for three (3) consecutive working days without advising the Employer will result in the following:

- (1) First offense - one (1) week off without pay
- (2) Second offense - loss of seniority

ARTICLE V

DISCHARGE AND DISCIPLINE

Section 1. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however that the Employer reserves the right to suspend or discharge for serious infraction of promulgated rules and regulations such as, but not limited to, dishonesty, drunkenness, or for just cause without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure. In imposing any discipline the Township may take into consideration written and/or verbal disciplinary warnings given to an employee for infractions committed during the preceding eighteen (18) months, unless the discipline is a result of failure to report to work as per Article IV, Section 6 (b), in which case the Township may take into consideration written and/or verbal disciplinary warnings given to an employee for infractions committed during the preceding eighteen (18) months.

Section 2. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Steward or alternate Steward and the employee of the discharge or discipline.

Section 3. The discharged or disciplined employee shall be allowed to discuss his discharge with the Steward or alternate Steward of the Union, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Township. Upon

request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the Steward or alternate Steward.

Section 4. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure, Step 2 (b).

Section 5. UNIFORM RULES: If uniform rules and regulations with respect to disciplinary action are drafted, and approved by both the Union and Employer, such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Section 6. UNION ACTIVITIES: Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for any act as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. DEFINITION OF A GRIEVANCE: A grievance is defined as a disagreement arising under and during the term of this Agreement concerning the interpretation and application of the provisions of this Agreement and/or the Township of Hampton Rules and Regulations.

- (a) Step 1. An employee having a grievance shall first take the grievance up with the Department Head who will attempt to adjust it. The Department Head may designate a representative who can act in the absence of the Department Head. Wherever the term Department Head is used in this article, it shall also mean that particular representative. The aggrieved employee may, if he/she desires, request that the Steward be present to discuss the matter jointly. If the grievance is not satisfactorily adjusted by the Department Head it shall be reduced to writing as hereinafter provided.
- (b) Step 2. A grievance must be submitted in writing to the Department Head or his or her designee within five (5) working days of the occurrence of the condition(s) giving rise to the grievance, or within five (5) working days of the date the employee should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to proceed under this Agreement.

The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s), and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Department Head or his or her designee shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At that time, they shall sign and date a copy which shall be returned to the grievant and the Steward of the Union.

Within ten (10) calendar days of receipt of the written grievance, the Township Executive Committee shall hold a meeting with an official of the Union in an attempt to resolve the grievance.

- (c) Step 3. In the event the grievance is not resolved in Step 2 above, the Union and/or the employee may, within ten (10) days following receipt of the written answer, or ten (10) days following the day the written answer is due, whichever date is later, may appeal the grievance, in writing to the Township Board. Said written appeal shall be filed with the Township Clerk. In the event an appeal is made to the Township Board, it shall be heard at the next regularly scheduled board meeting.
- (d) Step 4. In the event the grievance is not resolved in Step 2 or at the option of the grievant and/or the Union in Step 3, then and in that event within ten (10) calendar days following either the meeting with the Township Executive Committee or the rendering of the decision of the Township Board, the Union may submit the grievance to arbitration. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted to arbitration by the Union. Written notice to the Township shall constitute a request for arbitration unless otherwise agreed to.

The Township and the Union shall meet as soon as possible after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties are unable to select an arbitrator, within seven (7) calendar days after notice of arbitration, the Michigan Employment Relations Commission shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. The parties shall attempt to select an arbitrator from this panel within ten (10) working days. The Union and the Township shall make alternate strikes from the panel list. If there is no selection from the list, the Michigan Employment Relations Commission shall appoint the arbitrator.

Section 2. The rules of the Michigan Employment Relations Commission apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Township and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

Section 3. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the

Township agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation for any back wages or benefits for suspensions or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workmens' compensation and benefits received including wages earned with other Employers during the period. A decision may be rendered to reinstate the employee without back compensation or benefit.

Section 4. Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Township within the time limits prescribed, except within any extension of time which may be mutually agreed to in writing, may be referred to the next step in the grievance procedure. The time limit will run from the date when time for disposition expired.

Steps of the grievance procedure may be waived upon consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

Notwithstanding any provision of Article VI, the Union may commence any grievance not arising from the daily work routine directly with the Township Executive Committee (Step 2) level of the grievance procedure as provided in Article VI (b).

Section 5. Should either party not accept and abide by the procedure set forth in this article, or the decisions resulting therefrom, then in such instance, either party shall have the right to other legal recourse.

ARTICLE VII

NO STRIKE, NO LOCKOUT

Section 1. The Township will not lockout employees during the term of this Agreement.

Section 2. The parties of this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are services essential to the welfare of Hampton Township residents. Under no circumstances will the Union cause, or permit its members to cause, or will any member of the bargaining unit take part in any strike, sit-down, stay-in in any department of the Township, or any curtailment of work during the term of this Agreement. In the event of a work stoppage, other curtailments of operations, the Township shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and shop stewards,

shall immediately declare such work stoppage, or other curtailment to be illegal and authorized in writing to the employees and order said employees in writing to stop the said conduct and resume full operations. Copies of such written notices shall be served upon the Township. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation.

ARTICLE VIII

STEWARD

The Employer recognizes the right of the Union to designate a Job Steward and alternate from the Employer's seniority list. The authority of Job Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances with his/her Employer or the designated Township representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information;
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a Job Steward and his alternate, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or his alternate has taken strike action, slow down or work stoppage in violation of this Agreement.

The Steward shall be permitted reasonable time to investigate, present and process grievances on the Township property without loss of time or pay during his/her regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward shall be granted super-seniority for all purposes including lay-off and rehire.

ARTICLE IX

ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from the Employer. No benefits will accrue during such leaves and the employer will not be obligated to continue payment of insurance premiums, make any pension contributions, or continue dental and optical coverage. The employee must make suitable arrangements for continuation of insurance payments before the leave may be approved by the Employer.

Seniority will not accrue during such leave. Any leave granted as vacation without pay will not stop accrual of seniority. During the period of absence the employee shall not engaged in gainful employment in the same classification covered by this agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

When a seniority employee is unable to work because of proven illness or injury which is not work related, seniority will continue to accrue for two (2) years, and will be frozen thereafter for a period of one (1) year.

When an employee is unable to work because of a compensable work related illness or injury, seniority will continue to accrue for the length of seniority as of the last day worked, and will be frozen thereafter until such time as the employee may terminate his/her employment by redemption of a claim under the State Workers' Compensation Act.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected, in order that there shall be no disruption of Employer's operations due to lack of available employees.

ARTICLE X

LIGHT DUTY WORK FOLLOWING REINSTATEMENT AFTER MEDICAL LEAVE

In the event that an employee returns from an approved medical leave of absence with medical restrictions which limit the employee's ability to perform his or her normal work duties, the Employer reserves the right to require the employee to perform work in any job classification covered by this Agreement, or any combination of two or more job classifications covered by this Agreement, so long as the required work is consistent with the returning employee's written

medical restrictions. This provision shall apply regardless of whether the illness or injury necessitating the medical leave of absence occurred while the employee was at or away from his or her job. The employee will not be permitted to return to his or her normal duties unless and until the employee presents the Employer with medical documentation to substantiate the employee's fitness to perform his or her regular job duties. Such medical documentation shall be governed by the provisions of Article 23.

ARTICLE XI

DRIVER'S LICENSE AND INSURABILITY

Section 1. If an employee loses his/her driver's license or due to his/her own actions, becomes uninsurable under the Township's insurance plan at reasonable and regular premium rates applicable to all other employees, the following shall apply. The Township agrees to make reasonable accommodation to maintain the employee's employment. If reasonable accommodation cannot be made to maintain employment, the Township agrees to a six (6) month leave of absence without pay or benefits for the purpose of gaining either readmission into the insurance program or the restoration of the driver's license.

ARTICLE XII

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE XIII

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XIV

POSTING - BULLETIN BOARDS

Each employee shall be furnished a copy of this Agreement.

ARTICLE XV

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registered in, until the time he/she is effectively released from duty.

ARTICLE XVI

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and the Employer may, by mutual agreements, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE XVII

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment under any circumstances.

ARTICLE XVIII

EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. UNSAFE EQUIPMENT: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified. Employees shall report defective equipment or machinery to the foreman forthwith.

Section 2. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. ACCIDENT REPORT: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. NEW EQUIPMENT: Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use, within operations covered by this Contract, rates governing such operations and/or equipment shall be subject to negotiation between the parties. Wages agreed upon or awarded shall be effective as of date equipment is put into use.

Section 5. HEATERS: The Employer shall install heaters, defrosters and windshield washers on all trucks and tractors and keep same in good operating condition.

ARTICLE XIX

WORKERS' COMPENSATION

The Township and the employees agree to comply with all requirements of the Michigan Workers' Compensation Act. During any period in which the employee is waiting to receive workers' compensation benefits as a result of a work related injury or illness, the employee shall be allowed to draw against his/her sick days which shall be paid back when the employee starts receiving workers' compensation benefits. Under no circumstances shall an employee receive more than his/her regular rate of pay.

ARTICLE XX

MILITARY SERVICE

Employees enlisting or entering the military or navel service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XXI

SEPARABILITY AND SAVINGS CLAUSE

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

In the event any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE XXII

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE XXIII

SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities unless otherwise mutually agreed to.

ARTICLE XXIV

MEDICAL EXAMINATIONS

Section 1. Regular annual physical, mental or other examinations required by a government body or the Employer (not to exceed one [1] per year), shall be promptly complied with by all employees. The Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for time spent submitting to such examinations if the same occurs during normal scheduled working hours of the employee. The Employer will provide each employee with a two (2) week advanced

notification and the scheduled appointment time when he must take his annual examination. Employees will obtain said examination at the appointed time unless a justifiable reason is given for being unable to do so. Failure of the employee to obtain said examination as requested will result in disciplinary action, up to and including, discharge. The Employer will not schedule examinations to be taken when an employee is on an excused or paid leave.

Section 2. All employees are expected to be physically fit, both physically and mentally, to perform the requirements of their job. In order to maintain a safe and efficient workforce, protect the public, and reduce insurance costs and risks, the Employer reserves the right to have the employee examined by a health care provider (mental or physical) of its choice and at its cost consistent with requirements of law. The Union may have an employee re-examined at the Union's expense if it believes that an injustice has been done.

All employees requesting a medical leave of absence may be required to provide medical verification of the need for the leave. All employees who, as the result of an illness or injury, have been unable to work for three (3) working days, or who are returning from a medical leave of absence, may be required to undergo a physical, psychiatric, psychological and/or other health-related examination(s) by a licensed physician, psychiatrist and/or psychologist before reinstatement to work. The purpose of said examination(s) will be to provide the Employer with evidence that the employee is fit to perform the duties of his/her job as required by the Employer. An employee so required to undergo said exam(s) will not be permitted to return to work before the results of said requested exam(s) are received by the Employer.

ARTICLE XXV

IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE XXVI

MEAL PERIOD

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty four (4) hours or after he/she has been on duty six (6) hours.

ARTICLE XXVII

EMPLOYEE'S BAIL

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his/her regular rate of pay. In addition, he/she shall be entitled to reimbursement for his/her meals, transportation, court costs, etc., provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as an Employer witness, he/she shall be reimbursed for all time lost and expenses incurred.

ARTICLE XXVIII

CLASSIFICATIONS AND MINIMUM WAGE RATES

Section 1. (a) Classification and minimum wage rates for all employees hired before January 1, 1994:

Effective - January 1, 1997

	<u>0-5 yrs.</u>	<u>5-10 yrs.</u>	<u>Over 10 yrs.</u>
WK FOREMAN - Per Hour	\$16.29	\$16.39	\$16.49
DPW "A" - Per Hour	15.54	15.64	15.74
DPW "B" - Per Hour	15.19	15.29	15.39
DPW "C" - Per Hour	14.24	14.34	14.44
CUSTODIAL "A" - Weekly	560.00	565.20	570.00
CUSTODIAL "B" - Per Hour	14.24	14.34	14.44

Effective - January 1, 1998

	<u>0-5 yrs.</u>	<u>5-10 yrs.</u>	<u>Over 10 yrs.</u>
WK FOREMAN - Per Hour	\$16.74	\$16.84	\$16.94
DPW "A" - Per Hour	15.99	16.09	16.19
DPW "B" - Per Hour	15.64	15.74	15.84
DPW "C" - Per Hour	14.69	14.79	14.89
CUSTODIAL "A" - Weekly	578.00	583.20	588.00
CUSTODIAL "B" - Per Hour	14.69	14.79	14.89

Effective - January 1, 1999

	<u>0-5 yrs.</u>	<u>5-10 yrs.</u>	<u>Over 10 yrs.</u>
WK FOREMAN - Per Hour	\$17.05	\$17.15	\$17.25
DPW "A" - Per Hour	16.30	16.40	16.50
DPW "B" - Per Hour	15.95	16.05	16.15
DPW "C" - Per Hour	15.00	15.10	15.20
CUSTODIAL "A" Weekly	590.40	595.60	600.40
CUSTODIAL "B" - Per Hour	15.00	15.10	15.20

(b) Classification and minimum wage rates for all employees hired after January 1, 1994:

Effective - January 1, 1997

	<u>1st Year</u>	<u>3rd Year</u>	<u>5th Year</u>
DPW "A" - Per Hour	\$11.20	\$12.20	\$13.20
DPW "B" - Per Hour	10.20	11.20	12.20
DPW "C" - Per Hour	9.20	10.20	11.20
CUSTODIAL "A" - Weekly	368.00	368.20	368.00
CUSTODIAL "B" - Per Hour	9.20	9.20	9.20

Effective - January 1, 1998

	<u>1st Year</u>	<u>3rd Year</u>	<u>5th Year</u>
DPW "A" - Per Hour	\$11.65	\$12.65	\$13.65
DPW "B" - Per Hour	10.65	11.65	12.65
DPW "C" - Per Hour	9.65	10.65	11.65
CUSTODIAL "A" - Weekly	386.00	386.00	386.00
CUSTODIAL "B" - Per Hour	9.65	9.65	9.65

Effective - January 1, 1999

	<u>1st Year</u>	<u>3rd Year</u>	<u>5th Year</u>
DPW "A" - Per Hour	\$11.96	\$12.96	\$13.96
DPW "B" - Per Hour	10.96	11.96	12.96
DPW "C" - Per Hour	9.96	10.96	11.96
CUSTODIAL "A" Weekly	398.40	398.40	398.40
CUSTODIAL "B" - Per Hour	9.96	9.96	9.96

Section 2. The respective alphabetical classification as used above shall be and are hereby defined as follows:

- DPW "A" - Equipment operator, mechanic, utility
- DPW "B" - Truck driver, utility
- DPW "C" - General help, utility

Transfers from Custodial positions to other positions are also subject to Article XXXVII under Section D of the title: Job Classifications.

Probationary employees will receive seventy-five cents (.75) per hour less than the started rate for the classification in which they are working for the first thirty (30) calendar days of employment, fifty cents (.50) per hour less for the second thirty (30) calendar days of employment, and twenty-five cents (.25) per hour less for the third thirty (30) calendar days of employment after which they will receive the scheduled rate.

Section 3. CREW LEADER: In the event crew leaders are appointed, they shall receive fifteen cents (.15) per hour above their regular classification rate of pay. It is agreed that crew leaders shall be appointed if three (3) or more men work together as a crew.

Section 4. Any employee who becomes a State Licensed Water Distribution Personnel shall, depending on the rating achieved and maintained, receive the following amount per hour above his regular classification rate of pay:

- Rating #1 - 20 cents per hour
- Rating #2 - 15 cents per hour
- Rating #3 - 10 cents per hour

The Employer will reimburse an employee for books, tuition and examination fees, on a one time basis, for successfully obtaining each of the above ratings.

The Employer will further reimburse an employee for books and tuition for all mandated courses, and will reimburse an employee for books and tuition for all prior approved courses upon proof of completion of the same and proof of obtaining a grade of "C" or better, or if no grades are given, a certificate indicating satisfactory completion of the course.

Section 5. - CUSTODIAL "A": Because of the nature of the work performed by an employee holding the classification of Custodial "A", such employee shall not be entitled to call-in pay, or any premium pay for work performed on Saturdays, Sundays or holidays, except December 25th and January 1st for which double time will be paid for hours actually worked.

ARTICLE XXIX

HOURS

Section 1. HOURS: (a) The regular work day shall commence at 7:00 A.M. and conclude at 3:30 P.M. for the first shift, and commence 3:30 P.M. and conclude at 12:00 midnight for the second shift, and commence at 12:00 midnight and conclude at 8:30 A.M. for the third shift, Monday through Friday of each week. However, management retains the right to change starting and quitting times and the Union retains the right to challenge the reasonableness of any changes.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday.

(c) In the event an employee does not work of his/her own volition during one (1) of his/her regularly scheduled days, his/her weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2. CALL-IN PAY: (a) Any employee called in to work any day, Monday through Friday during regular working hours, shall be guaranteed eight (8) hours pay at the rate specified in this Agreement.

(b) Any employee called in to work on Saturday or Sunday shall be guaranteed two (2) hours work or pay, at the pay rate specified in this Agreement.

(c) Any employee scheduled to work the second shift will be paid a premium of twenty cents (.20) per hour. An employee scheduled to work the third shift will be paid a premium of twenty-five cents (.25) per hour.

Section 3. RECALL: Any employee re-called to work after completing a work shift, shall be guaranteed two (2) hours work or pay, at the rate specified in this Agreement.

Section 4. WEEKLY OVERTIME: (a) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half (1 1/2) shall be paid for all overtime in excess of forty (40) hours per week.

(b) Scheduling of work shall be according to classification. Overtime shall be distributed fairly and equitably among employees in each job classification.

Section 5. SATURDAY AND SUNDAY WORK: (a) Time and one-half (1 1/2) the regular hourly rate shall be paid for all work performed on Saturday. Double the regular rate of pay shall be paid for all work performed on Sunday.

ARTICLE XXX

VACATIONS

Section 1. ELIGIBILITY: (a) All employees shall become eligible for vacations with pay in accordance with the table set forth below. Vacations earned shall be determined by the employees' number of years of service as of January 1, each year, pursuant to said table, provided they have been on the active payroll for at least nine (9) months during the last preceding calendar year. Effective with each employee's second year of employment, employees may take their vacations after they have compiled nine (9) months of active employment since January 1st of each year. New employees shall receive a prorated vacation as of the January 1st following their date of hire, based on the number of months worked up to January 1st. Such new hires shall be eligible for such first year prorated vacation only if they are on the Employer's seniority list as of January 1st.

<u>YEARS</u>	<u>DAYS VACATION</u>
1	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
16	19
20	20
21	21
22	22
23	23
24	24
25	25

(b) BIRTHDAY VACATION: All employees shall be entitled to their birthday as a vacation day. Said vacation day may be taken on any day during the work week in which the employee's birthday falls, provided the employee has made a written request with the Department Head at least two (2) weeks prior to the day the employee desires to take off; and the day requested has been approved by the Department Head. When requested to work by the Employer, the employee shall be entitled to eight (8) hours straight-time pay in addition to any other pay for which such employee is qualified.

(c) Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro rata basis, deducting one-twelfth (1/12th) of the vacation which would have been

due for each month of work lost during the qualifying year. Pro rata vacations shall apply to employees after one (1) year of service.

Section 2. AMOUNT OF VACATION PAY: (a) Each week of vacation pay shall be equal to forty (40) hours work straight-time.

(b) If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at straight-time hourly rates.

(c) Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

(d) Vacation pay shall be paid to the employee before leaving on his/her vacation, except for birthday vacation pay.

Section 3. TIME FOR VACATION: LEAVES OF ABSENCE:

(a) The Employer shall have the right to determine vacation leaves of absence so that vacation leaves of absence shall not interfere with the efficient operation of the Township. Also, employees shall take at least five (5) consecutive vacation days during the calendar year and the remaining vacation days may be taken one (1) day at a time. Employees shall have the right to carry up to one (1) week of vacation forward into the next calendar year, up to April 1st. Employees may make application to carry over more vacation in an effort to address those unique circumstances in which additional vacation may be needed in another year.

(b) Subject to Section 3(a) above, vacation requests shall be granted according to seniority.

(c) Any employee who has earned his/her vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

(d) Custodian A shall receive, at the employee's choice, either the weekend before or after a scheduled vacation off without any additional compensation other than provided in the regular vacation check. Custodian A shall give reasonable notice of his/her selection of which weekend will be taken off along with the scheduled vacation.

ARTICLE XXXI

HOLIDAYS

Section 1. PAID HOLIDAYS: The following paid holidays shall be observed, provided they occur during the normal work week, or on days legally celebrated in lieu thereof:

New Year's Day
Good Friday

Thanksgiving Day
Day after Thanksgiving

Memorial Day
Fourth of July
Labor Day
Veteran's Day

Christmas Eve
Christmas Day
New Year's Eve
President's Day

Section 2. Employees called to work on any of the above listed holidays shall be paid two (2) times the regular hourly rate for actual hours worked in addition to the holiday pay referred to above.

Section 3. In order to qualify for the holiday pay for a holiday not worked, it is provided that employees must work the regular scheduled work day which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.

Section 4. Employees who are serving their ninety (90) calendar day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5. Employees are entitled to holiday pay if the holiday falls within the first thirty (30) calendar days of absence due to illness, non-occupational injury or within the first sixty (60) calendar days of absence due to occupational injury or during a period of permissible absence.

Section 6. When a holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on Friday.

Section 7. The forty (40) hour weekly guarantee shall be reduced by the number of holiday hours not worked during the particular work week. Overtime shall be paid for hours worked in excess of thirty-two (32) or twenty-four (24) hours as applicable for said holiday week.

ARTICLE XXXII

SICK DAYS

Section 1. Sick leave shall accrue at the rate of one (1) (eight [8] hour) straight-time day per month (twelve [12] per year). Each employee is entitled to accrue up to thirty (30) days of unused sick leave, employee will be paid for the days (eight [8] hours) accumulated beyond the thirty (30) days at the end of each contract year, any employee who has accrued more than thirty (30) days shall be paid for all accrued days in excess of thirty (30). Payment of these days will be at the employees straight-time rate of pay at the end of the contract year.

Section 2. It shall be the employee's responsibility to report their absence due to illness as soon as possible prior to the beginning of the work shift to the Department Head or other authorized person at the office or their home.

Section 3. The Employer may request doctor's statements of illness if it is felt necessary. The Employer may also require a doctor's statement of release if the sick leave is for an extended period of time.

Section 4. Employees with ten (10) years of service with the Employer will, upon retirement, or upon disability retirement, be paid for one-half (1/2) of their accumulated sick leave days at their then base hourly rate. Employees with twenty (20) years of service with the Employer will, upon retirement, or upon disability retirement, be paid for all of their accumulated sick leave at their then base hourly rate.

Section 5. In the event of death, such unused sick or personal days shall be paid to the employee's spouse. If said employee has no spouse, payment will be made to the previously designated beneficiary, or if none has been designated, to the employee's estate.

ARTICLE XXXIII

FUNERAL LEAVE

In the event of death of an employee's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, such employee shall be granted three (3) consecutive work days which immediately precede or follow the funeral. In the event of death of an employee's grandchild, brother-in-law or sister-in-law, such employee shall be granted a two (2) consecutive work day leave of absence. In the event of death of an employee's grandparents, aunt, uncle, niece, nephew, daughter-in-law or son-in-law, such employee shall be granted a one (1) work day leave of absence, the days to immediately precede or follow the funeral.

Each day of funeral leave pay shall be computed at eight (8) hours of straight-time pay; funeral leave pay shall not be used for purposes other than to attend funerals as outlined above, and payment is to be made only for time lost from work on scheduled days.

ARTICLE XXXIV

INSURANCE PLANS

Section 1. LIFE INSURANCE: The Employer shall pay the full cost connected with providing twenty thousand dollars (\$20,000.00) of life insurance for employees and two thousand dollars (\$2,000.00) life insurance on their spouse, and dependent children over six (6) months of age covered by the Labor Agreement. This insurance is subject to the employee's insurability and other terms and conditions set forth in the policy which is incorporated herein by reference.

Section 2. SICKNESS AND ACCIDENT INSURANCE: The Employer shall provide sickness and accident insurance to cover sixty-five percent (65%) of straight-time wages up to a maximum benefit (not to exceed) of five hundred dollars (\$500.00) per week for twenty-six (26) weeks. Coverage shall commence on the first day for off the job accident or hospitalization for illness,

and on the eighth (8th) day for non-job related illness when the employee is not hospitalized. This insurance is subject to the employee's insurability and other terms and conditions set forth in the policy which is incorporated herein by reference.

Section 3. HOSPITALIZATION AND MEDICAL INSURANCE: The Employer shall pay one hundred percent (100%) of the monthly premium cost for the Blue Cross and Blue Shield Preferred Provider Organization (PPO) plan in existence as of the date of the signing of this Agreement. Employees also have the option of continuing the Blue Cross and Blue Shield plan that existed prior to the date of the signing of this Agreement, by paying the difference in monthly premium costs over the PPO plan through payroll deduction. New employee coverage shall commence as of the first open enrollment date under the insurance policy after the beginning of employment. The Township reserves the right to seek like or better coverage with other companies.

Section 4. CONTINUATION OF INSURANCE UPON RETIREMENT:

Employees Hired Before 1/1/94:

(a) Upon retirement from the Township, employees hired before January 1, 1994, with thirty (30) years of service and who are between the ages of 60 and 65, shall have their monthly premiums for medical insurance paid by the Township, in an amount not to exceed Four Hundred Dollars (\$400.00) per month, for the employee and his/her eligible spouse only. Upon attaining age 65, employees who are eligible to receive medical insurance benefits pursuant to this provision (a) shall begin to receive a Township-paid Medicare supplement in an amount not to exceed Two Hundred Dollars (\$200.00) per month, for the employee and his/her eligible spouse only, in lieu of the monthly premium payment for medical insurance.

(b) Upon retirement from the Township, employees hired before January 1, 1994, with twenty (20) years of service and who are between the ages of 60 and 65, shall have their monthly premiums for medical insurance paid by the Township, in an amount not to exceed Three Hundred Fifty Dollars (\$350.00) per month, for the employee and his/her eligible spouse only. Upon attaining age 65, employees who are eligible to receive medical insurance benefits pursuant to this provision (a) shall begin to receive a Township-paid Medicare supplement in an amount not to exceed One Hundred Fifty Dollars (\$150.00) per month, for the employee and his/her eligible spouse only, in lieu of the monthly premium payment for medical insurance.

Employees Hired After 1/1/94:

(c) Upon retirement from the Township, employees hired after January 1, 1994, with twenty (20) years of service who are between the ages of 62 and 65, shall have their monthly premiums for medical insurance paid by the Township, in an amount not to exceed One Hundred Dollars (\$100.00) per month, for the employee and his/her eligible spouse only. Upon attaining age 65, employees who are eligible to receive medical insurance benefits pursuant to this paragraph (c) shall begin to receive a Township-paid Medicare supplement in an amount not to

exceed One Hundred Dollars (\$100.00) per month, for the employee and his/her eligible spouse only, in lieu of the monthly premium payment for medical insurance.

Section 5. DENTAL AND OPTICAL CONTRIBUTION: The Employer agrees to pay the monthly premium costs for the dental and optical insurance plans that are currently in existence at the time of the signing of this Agreement. Employees who have retired pursuant to the conditions specified in Section 4 of this Article XXXII may, at their own expense and subject to the permission of the applicable carrier, continue dental and optical insurance coverage. The Township reserves the right to seek like or better coverage with other companies.

Section 6. CONTINUATION OF COVERAGE:

(a) If an employee is on leave of absence because of an illness or injury which is not work related, the Employer will continue to pay premiums for hospitalization and medical insurance, sickness an accident insurance, and life insurance, and continue dental and optical coverage for the month in which the leave occurs, plus three (3) additional months. These benefits shall automatically cease as of the date the employee loses his/her seniority, or terminates his/her employment.

(b) If the leave is because of compensable work related illness or injury, the Employer will continue to make premium payments for hospitalization and medical insurance, sickness and accident insurance, and life insurance, and continue dental and optical coverage for the month in which the leave occurs, plus twelve (12) additional months. Premium payments for hospitalization and medical insurance only will be continued by the Employer for an additional six (6) months thereafter. If a compensation settlement specifically reimburses an employee for any dental and optical benefits provided by the Township, the employee will reimburse the Township and the same shall be credited to the employee's dental and optical account. These benefits shall automatically cease as of the date the employee loses his/her seniority, or terminates his/her employment.

(c) In the event of a non-work related employee death, the Township shall continue to pay health care premiums on behalf of the surviving spouse for six (6) months after the month in which the death occurred.

(d) In the event of a work related death covered by workers' compensation, the Township shall continue to pay health care premiums on behalf of the surviving spouse for twenty-four (24) months after the month in which the death occurred.

Section 7. - LONG TERM DISABILITY INSURANCE: The Employer has established a long term disability insurance program for all employees covered by this Agreement. Employees who have been certified as disabled, as defined by the LTD Insurance Plan, shall begin to receive LTD Insurance benefits on the one hundred eightieth (180th) day of disability and shall continue until age sixty-five (65). LTD Insurance shall cover sixty percent (60%) of straight-time wages up to a maximum benefit (not to exceed) of three hundred fifty (\$350.00) dollars per week. Complete

terms of the program, such as, but not limited to, eligibility, coverage and amount of payments shall be set forth in the insurance policy. Cost of premiums to implement and continue coverage shall be paid by the Employer.

Section 8. CONTINUATION OF BENEFITS: Any insurance and dental and optical benefits that have not been specifically addressed will not be covered.

Section 9. NON-DUPLICATION OF BENEFITS: An employee who is entitled to health care benefits under any employee insurance plan or employer self-insurance plan which provides benefits similar to or identical to this agreement, shall receive one-third (1/3) of the premium savings to the Township paid to a deferred compensation or annuity plan mutually selected by the Township and the Union on a quarterly basis in lieu of the Township's health care benefits.

Section 10. Should the Township be obligated by law to contribute to a governmentally sponsored insurance program, nationally or otherwise, which duplicates the benefits provided by the Township under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that Article XXXII of this Agreement shall automatically reopen for purposes of renegotiating provisions herein to avoid duplication.

ARTICLE XXXV

PENSION PLAN

Section 1. PENSION: The retirement plan is jointly paid for based on the following percentage contributions of base wage:

	<u>Effective 1/1/97</u>	<u>Effective 1/1/98</u>	<u>Effective 1/1/99</u>
Employee contribution	6%	7%	7%
Employer contribution	12%	12%	13%

Part-time employees shall not be covered under the retirement plan. Coverage of an employee will commence as of the first open enrollment date after employment.

When an employee is granted a leave of absence, whether personal or for a non-work related illness or injury, pension contributions will cease and the pension fund will be frozen upon the employee's receipt of his/her last active payroll check. Participation will commence again upon an employee's return to the active payroll. Active payroll means any time an employee is issued a payroll check by the Employer for all paid time such as hours worked, vacations, sick days, funeral leave and holidays.

ARTICLE XXXVI

PERSONAL VACATION DAYS

All employees shall be allowed three (3) paid eight (8) hour straight-time personal vacation days each year. In the event of an emergency, the Employer has the right to call in employees who are off work due to a personal vacation day and in such event, the Employer shall re-schedule the employee's personal vacation day. The Employer shall have the right to determine the remaining personal vacation days so that they shall not interfere with the efficient operation of the Township. Personal vacation days are not cumulative from year to year.

ARTICLE XXXVII

GENERAL PROVISIONS

Section 1. JOB OPENINGS: In the event of job openings covered by this Agreement, the Township shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union Representative before filling job openings. Employees transferred through such procedure, will be given a thirty (30) day trial period on the job to which they were transferred.

In the event of a job opening in the working foreman classification, the said opening may be filled at the option of the Employer. The working foreman classification shall not be the subject to the above bidding and seniority procedure. However, if the Employer elects to fill said opening, then the bargaining unit employees shall be given first consideration.

Section 2. PAY PERIODS: The Employer shall be allowed to continue its present practice of paying employees once every week.

Section 3. JOB CLASSIFICATION: (a) Any employee transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked on higher classification, the employee shall be paid for all hours worked that day at the higher classification.

(b) Any employee transferred temporarily from a higher classification to a lower classification shall retain his/her higher rate of pay during the temporary period. The word "temporary" is hereby defined to mean any period of time not exceeding thirty (30) days.

(c) Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

(d) Custodial employees shall remain within the DPW bargaining unit and contract, but shall report to the Township supervisor or his/her designee for purposes of supervision and control of work. A bargaining unit employee covered by this Agreement who permanently transfers from a custodial classification to a higher classification shall be required to complete their trial period as set forth in Article XXVI of this Agreement. If, however, the employee has already completed his or her trial period, he or she shall transfer under the following conditions:

1. The employee shall be placed on a thirty (30) day trial period within the higher classification.
2. The employee shall be allowed to return to the custodial job classification within the thirty (30) day trial period, at the lower rate of pay.
3. The employee shall receive a trial reduction in pay in the amount of fifty cents (.50) per hour for the thirty (30) day trial period.

Section 4. UNIFORMS: The Employer shall furnish uniforms - shirts and pants. Each new employee shall receive seven (7) sets of uniforms. Each year thereafter the Employer shall furnish four (4) sets of uniforms, if needed, provided, however, that an employee will be allowed to elect and receive either coveralls or a jacket in lieu of two (2) of the sets of uniforms to be provided.

All those employees who wish to purchase and wear while at work employer approved steel-toe safety shoes, the Employer will reimburse the employee seventy-five dollars (\$75.00) per year for a pair of shoes so purchased. Said shoe allowance shall not be cumulative.

Section 5. UNEMPLOYMENT COMPENSATION: The Employer agrees to the State of Michigan Unemployment Insurance it formerly carried with the Township's own unemployment compensation program, which shall provide the following benefits: in the event an employee is laid off, he/she shall receive weekly compensation from the Township, which will be paid at the rate of twelve percent (12%) above the current State Unemployment rate, for a maximum of twenty-six (26) weeks. An employee who quits shall not be entitled to such compensation. This paragraph applies only if the Township ceases to have unemployment insurance coverage through the State of Michigan.

Section 6. RESIDENCE OF EMPLOYEES: As a condition of employment with the Employer, an employee must reside within the Township limits of Hampton Township. New employees must become residents of Hampton Township within one (1) year of completion of their probationary period. Employees who are required to move outside the Township may apply to the Hampton Township Board of Trustees for an exception to the residency requirement. Legitimate requests shall not be unreasonably denied by the Hampton Township Board of Trustees and, further, may grant exception to the residency requirement up to a maximum of one (1) year. Employee, Steve Ouellette is excluded from this requirement. However, if Steve

Ouellette should move from his current residence, he shall lose this exemption and be required to become a permanent resident of the Township.

Section 7. MEAL REIMBURSEMENT: A five dollar (\$5.00) meal allotment shall be paid, on a reimbursement basis, to any employee who works twelve (12) or more straight-time hours in a twenty-four (24) hour period, or when the employee is out-of-town on Township business.

Section 8. CUSTODIAN-ADDITIONAL HELP: The Township agrees to maintain the present policy of furnishing additional help to the custodian as needed when the Township Hall is used for two (2) major events on two (2) consecutive days.

Section 9. CDL LICENSES: Each employee who is physically eligible for a CDL license, shall use continued good faith efforts to secure and maintain a CDL license. It is the goal of the parties to have all eligible DPW A, B & C classified employees to have CDL licenses within the first year of this Agreement.

This Labor Agreement, including Article XXVI, shall continue in full force and effect pursuant to and in accordance with the provisions of Article XXXVIII of the Labor Agreement.

ARTICLE XXXVIII

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 1997, to and including December 31, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 1999, or December 31st of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Article XXVIII may be reopened for negotiation between the parties December 31, 1999, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 31, 1999. If no such notice is given, then said Article XXVIII shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Article XXVIII, the Union shall have the right to legal recourse in support of its demands.

Section 4. It is understood and agreed between the parties that the wage rates in Article XXVIII may be reopened for negotiation between the parties December 31, 1999, provided that party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 31, 1999. if no such notice is given, the wage rates in Article XXVIII shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in wage rates in Article XXVIII, the Union shall have the right to legal recourse in support of its demands.

Section 5. In the event of an inadvertent failure by either party to give notice as set forth in this Article, such party may give notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

CHARTER TOWNSHIP OF HAMPTON,
DEPARTMENT OF PUBLIC WORKS

TEAMSTERS LOCAL UNION NO. 486,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BY _____
PAMELA WRIGHT, Clerk

BY _____
DAVID ROBINSON, Secretary-Treasurer

DATE _____

DATE _____

BY _____
JAMES PIORKOWSKI, Treasurer

BY _____
ED MORIN, Business Agent

DATE _____

DATE _____

BY _____
GERALD DEWYSE, Trustee

BY _____
WILLIAM COLLIER, Union Steward

DATE: _____

DATE: _____