

10/31/99
NEW BUS A

LABOR CONTRACT
(GENERAL SERVICES ADMINISTRATION)

Between

CHARTER TOWNSHIP OF HAMPTON

and

TEAMSTERS LOCAL UNION NO. 486

Hampton Township

EFFECTIVE: November 1, 1996 through October 31, 1999

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AGREEMENT

THIS AGREEMENT made and entered into by and between the CHARTER TOWNSHIP OF HAMPTON, 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 employment 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 relationships between the parties;

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

ARTICLE 1 RECOGNITION

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

The Employer 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 unit here involved, to perform work which is recognized as the work of the employees in said unit, except as otherwise provided in the Agreement.

ARTICLE 2 MANAGEMENT'S RIGHTS

The Charter Township of Hampton, on behalf of the Electors of the Township of Hampton, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

1. Of exclusive management and control of the government system, its property, facilities, operations, and affairs, including the right of elected and appointed officials and officers to carry out their governmental duties.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct all employees. To permit other employees of the Employer not included in the bargaining unit or independent contractors to perform bargaining unit work, when in the opinion of the Township it is necessary for the conduct of municipal services, provided, however, that the use of others shall not be for or with the purpose of eroding the work force.
3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
4. To determine the number and location or relocation of its facilities.
5. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the Township of Hampton.
6. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.

The reasonable and responsible exercises of the foregoing powers, rights, authorities, duties and responsibilities by the Charter Township of Hampton, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and Laws of the State of Michigan and the United States.

ARTICLE 3 AGENCY SHOP AND DUES

Section 1. AGENCY SHOP. 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.

Temporary employees, whether to work on a full-time or a part-time basis, who are hired for a fixed term or a temporary period, shall not be members of the bargaining unit and are not entitled to the benefits and wage scale as contained in this contract.

Regular part-time employees who are scheduled to work less than 30 hours per week on a permanent basis, shall be deemed to be members of the bargaining unit and are entitled to the benefits of the wage scale as contained in this contract and, after the completion of one year, shall be entitled to a pro rated vacation and holiday pay, pro rated based upon the number of hours worked per week in the prior year. The union initiation fee of part-time employees shall also be pro rated based on the number of hours worked per week. Part-time employees who are regularly scheduled to work 25 hours or more shall receive fully paid life insurance and pro rated (based on scheduled hours of work) vacations, holidays and personal days. A separate seniority list for part-time employees shall be established as provided for in Article 7.

Independent contractors or employees of temporary service companies such as Kelly Girl, may be retained in the discretion of the Township as the need arises from time to time on a temporary basis. Personnel engaged by the Township under these terms and conditions are not members of the bargaining unit and, therefore, not entitled to the benefits and wage scale contained in this contract. Prior notice will be given to the union steward before the Township hires any part-time or temporary employees.

Section 2. (a) 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. Accordingly, it is required 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 benefits contained in this Agreement.

(b) In accordance with the policy set forth above, all regular employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employees' 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 commence the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment.

(c) 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 the pay of such members, and the Employer shall deduct such amount from the first paycheck 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 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 expense 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 4 EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this

Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or 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.

Section 2. OUTSIDE EMPLOYMENT. No employee covered by this Agreement shall engage in outside employment which conflicts with their primary employment under this Agreement. Prior notice of any outside employment shall be given and no outside employment may occur during working hours. Any dispute regarding whether said employment conflicts with the primary employment of an employee is subject to the grievance procedure.

ARTICLE 5 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.

The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are covered in the Agreement and which are not excluded from arbitration, or by the mutual agreement of the parties.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Township and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A. Grievance Procedure - Step One.

An employee having a grievance shall first take the grievance up with the Office Manager who will attempt to adjust it. The Office Manager may designate a representative who can act in the absence of the Office Manager so long as said representative is not a member of the bargaining unit. Wherever the term Office Manager is used in this article, it shall also mean that particular representative. The aggrieved employee may, if he or she desires, request that the steward be present to discuss the matter jointly. If the grievance is not satisfactorily adjusted by the Office Manager, it shall be reduced to writing as hereinafter provided.

B. Grievance Procedure - Step Two.

A grievance must be submitted in writing to the Office Manager 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 Office Manager 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 grievance and the steward of the Union.

If the grievant has not been satisfied with the disposition of the grievance by the Office Manager as outlined in Step One, the written grievance shall be tendered to the Township Supervisor. Within ten (10) calendar days of receipt of the appealed grievance, the Township Supervisor or designee (in his/her absence) shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. The Township Supervisor or his or her designee shall provide the Union a written answer within ten (10) calendar days of the conference. Any grievance not appealed within ten (10) calendar days after the receipt of the written answer by the Supervisor or his or her designee, shall be considered as dropped by the Union and grievant.

C. Grievance Procedure - Step Three.

In the event the grievance is not resolved in Step Two 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 occurs first, appeal the grievance in writing to the Township Labor Committee. Within ten (10) calendar days of the receipt of the appealed grievance, the Township Labor committee or designees, shall hold a meeting with the grievant and the Union representatives in an attempt to resolve the grievance. The Township

Labor Committee or designees, shall provide a written answer to the Union within ten (10) calendar days of said conference.

D. Grievance Procedure - Step Four.

In the event the grievance is not resolved in Step Three 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 was due, whichever is earlier, 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.

E. Grievance Procedure - Step Five.

In the event the grievance is not resolved in Step Four, then and in that event within ten (10) calendar days following 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 or 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 and benefits.

Section 4. Failure of the grievance 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 limits 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 5, the Union may commence any grievance not arising from the daily work routine directly with the Township Labor Committee (Step Three) level of the grievance procedure as provided in Article 5(c).

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 6 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 infractions 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 nine (9) months.

Section 2. The Employer agrees promptly upon 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 will be allowed to discuss his/her discharge or discipline with the steward or alternate steward of the Union, and the Employer will make available an area to 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 at (c), Step Three of the grievance procedure.

Section 5. An employee may be denied continued employment if he/she cannot maintain his/her insurability by the Township insurance carriers or if he/she does not possess a valid Michigan operator's license.

If a clerical employee is found to be in these situations, then the Township agrees to make reasonable accommodations to maintain his/her employment, if possible. If it is not possible to make reasonable accommodations to maintain employment, the Township agrees to allow the employee a 6-month leave of absence without paid benefits for the purpose of gaining readmission into the Township's fleet and liability insurance policies or for the restoration of a Michigan operator's license.

If a code enforcer is found to be in these situations, then the Township shall grant up to a 6-month leave of absence without paid benefits for the purpose of gaining readmission into the Township's fleet and liability insurance policies and/or for the purpose of regaining a valid Michigan operator's license.

ARTICLE 7 SENIORITY

Section 1. A new regular 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 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.

A new regular part-time employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) working day trial basis, as provided in the paragraph above. Prior to the expiration of the ninety (90) work day probationary period, the Township and

the Union may mutually agree to extend the part-time employee's probationary period for an additional thirty (30) work days.

Section 2. Total seniority is the length of an employee's service from his most recent starting date of employment with the Township within the bargaining unit covered by this Agreement. Classification seniority shall be measured from the date an employee first worked in the classification to which he is presently assigned. An employee shall have classification seniority in no more than one classification at any one time. Once an employee has worked within a classification ninety (90) calendar days, his total seniority will be transferred to his classification seniority.

Section 3. In the event of a reduction in the work force, probationary employees in the classification affected will be laid off first. Next, part-time employees in the classification affected will be laid off. Next, employees with seniority will be laid off according to their classification seniority in the classification affected.

Section 4. The Employer shall post or provide a list of the employees arranged in order of their classification and total seniority.

Section 5. In the event of a recall, an employee so laid off shall be given seven (7) 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 6. An employee will lose his or her seniority:

- (a) The employee quits or resigns.
- (b) The employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) The employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last known address that he/she has lost seniority and employment has been terminated.
- (d) The employee does not return to work when recalled from layoff as set forth in the recall procedure.

It shall be the responsibility of the laid off employee to keep the Township notified of his/her current address for notification purposes. Recall notification is sufficient if mailed by regular mail to the last known address of the employee.

(e) Failure to return at the conclusion of a sick leave after the expiration or its approved continuances or the failure to return at the conclusion of a leave of absence after the expiration or its approved continuances.

(f) The employee retires or dies.

(g) The employee is laid off for eighteen (18) months or for the length of time equal to the employee's seniority, whichever is shorter.

Section 7. A seniority list similar to that provided for regular full-time employees shall be provided and maintained for regular part-time employees covered by this Agreement. The part-time employee seniority list shall be separate and distinct from the full-time employee seniority list. The part-time seniority list shall be subject to all the terms and conditions set forth above regarding the full-time seniority list.

In the event a part-time employee accepts full-time employment with the Employer, seniority will be carried over to the full-time position based on the total number of hours worked in part-time employment converted to years of service. For the purpose of administering this, two thousand eighty (2,080) hours shall constitute one (1) year of service. If an employee accepts full-time employment and has completed the probationary period as a part-time employee, no additional probation will be required.

ARTICLE 8 STEWARD

The Employer recognizes the right of the Union to designate a full-time employee as Job Steward and an alternate to act in the absence of the steward 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 alternates, 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 Job Steward or his alternate has taken 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 stewards regular working hours shall be considered working hours only in computing daily and/or weekly overtime if within the regular schedule of the steward.

The steward shall be granted super-seniority for purposes of layoff within his/her classification.

ARTICLE 9 ABSENCE AND LEAVES

Section 1. Any employee desiring a leave of absence from his or her employment must secure written permission from the Employer with notice thereof being given to the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods subject only to the provisions hereinafter contained. Permission for extension must be secured from the Employer with notice thereof being given to the Union. During the period of absence the employee shall not engage in gainful employment. Failure to comply with the provisions herein shall result in the complete loss of seniority rights for the employee involved. In the event an employee is unable to work because of proven sickness or injury, seniority will continue to accrue for one (1) year and shall be frozen for one (1) year thereafter, after which time seniority rights will be lost.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business of short duration, 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 the Employer's operations due to a lack of employees.

Section 3. If an employee, upon approval of the Employer, attends college and takes job related courses, or attends job related seminars, the Employer agrees to reimburse the employee for college courses for up to six (6) credit hours per year for books and tuition upon proof of completion of the course and of proof of obtaining a grade of "C" or better, or the cost of one (1) seminar per year, and provided that it does not interfere with the employee's normal work schedule.

Section 4. Employees enlisting in or entering the military 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.

Section 5. LEAVE OF ABSENCE FOR TOWNSHIP OFFICE. Employees who are elected to a Hampton Township office may request a leave of absence for the period of one (1) elected term of office. If such leave is granted, it shall be without pay or benefits, and seniority shall be frozen. An employee returning from such a leave of absence shall not displace any bargaining unit employee, and shall only have preference to the next available position.

ARTICLE 10 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 11 MAINTENANCE OF STANDARDS

Except as otherwise provided herein, 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. It is acknowledged and agreed by the parties hereto that the Employer shall be relieved from the provision of this Article 11 in the event there is a change in the basic tax laws which provide the funding for the

Township. In the event of such change, the parties agree to meet and negotiate relative to the impact of such changes.

**ARTICLE 12
POSTING - BULLETIN BOARDS**

Each employee shall be furnished a copy of this Agreement.

**ARTICLE 13
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 the employee is ordered to report for work and registered in, until the time he/she is effectively released from duty.

**ARTICLE 14
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 Employer may, by mutual agreement, 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 15
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 16
ACCIDENTS AND REPORTS, DANGEROUS WORK**

Section 1. 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 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her 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.

ARTICLE 17 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 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 that 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 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 the 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 18 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 pay day in the week following such quitting.

ARTICLE 19 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 20 EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs. Examinations are not to exceed one (1) in any one (1) year unless

the employee has suffered serious injury or illness during the year. Employees may be required to submit to examinations during their normal working day without additional compensation, if possible. If it is not possible to schedule examinations during the normal working day, then in such event, the employee will be compensated only for actual time spent by the employee at the examination, said compensation being paid at straight time. Examinations are to be arranged by the Employer.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense.

Section 2. 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 21 MEAL PERIOD

Employees shall, except by mutual agreement, take at least one continuous period for meals, but not less than one (1) hour. Meal periods of employees may be staggered at the discretion of the Employer.

ARTICLE 22 CLASSIFICATIONS AND WAGE RATES

Section 1.

EFFECTIVE 11-1-96

| CLASSIFICATIONS: | New Hire Rate | 90 Days | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6-10 Years | 11 Years & Over |
|------------------|---------------|---------|--------|---------|---------|---------|---------|------------|-----------------|
| Secretarial I | 8.50 | 9.00 | 9.50 | 10.00 | 10.50 | 11.00 | 12.00 | 12.13 | 12.25 |
| Secretarial II | 7.50 | 8.00 | 8.50 | 9.00 | 9.50 | 10.00 | 10.86 | 10.98 | 11.11 |
| Code Enforcer | 12.37 | 12.87 | 13.37 | 13.87 | 14.37 | 14.87 | 15.37 | 15.50 | 15.62 |

EFFECTIVE 11-1-97

| CLASSIFICATIONS: | New Hire Rate | 90 Days | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6-10 Years | 11 Years & Over |
|------------------|---------------|---------|--------|---------|---------|---------|---------|------------|-----------------|
| Secretarial I | 8.50 | 9.00 | 9.50 | 10.00 | 10.50 | 11.00 | 12.44 | 12.57 | 12.69 |
| Secretarial II | 7.50 | 8.00 | 8.50 | 9.00 | 9.50 | 10.00 | 11.30 | 11.42 | 11.55 |
| Code Enforcer | 12.37 | 12.87 | 13.37 | 13.87 | 14.37 | 14.87 | 15.81 | 15.94 | 16.06 |

EFFECTIVE 11-1-98

| CLASSIFICATIONS: | New Hire Rate | 90 Days | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 6-10 Years | 11 Years & Over |
|------------------|---------------|---------|--------|---------|---------|---------|---------|------------|-----------------|
| Secretarial I | 8.50 | 9.00 | 9.50 | 10.00 | 10.50 | 11.00 | 12.73 | 12.86 | 12.98 |
| Secretarial II | 7.50 | 8.00 | 8.50 | 9.00 | 9.50 | 10.00 | 11.59 | 11.71 | 11.84 |
| Code Enforcer | 12.37 | 12.87 | 13.37 | 13.87 | 14.37 | 14.87 | 16.10 | 16.23 | 16.35 |

Section 2. PART-TIME EMPLOYEES. Regular part-time employees covered by this Agreement, shall receive a wage equal to One Dollar (\$1.00) per hour less than regular full-time employees holding the same classification and years of experience, during part-time employee's first year of employment. After completion of one calendar year of employment the part-time employee shall receive a wage equal to the contract wage for the classification in which they are employed.

Section 3. JOB DUTIES. The basic primary duties of each classification are as follows:

Secretarial II Qualified typist; operation of mechanical transcription equipment; receptionist and counter work; telephone communication; record keeping and filing; acceptance, accounting and balancing of cash drawer; routine office function; computer work and word processing; and election work.

Secretarial I All of Secretarial II, above; operation of all office machines and equipment; operation of computer, word processing and other similar types of equipment; handling, receipting and accounting for funds and cash received; election work; handling of permits; assessing knowledge; basic accounting knowledge and preparing of financial forms for all township needs; all levels of bookkeeping procedures (accounts payable, accounts receivable and payroll).

Code Enforcer: To supervise and implement and enforce the codes as adopted by ordinance by the Township Board, under the direction of the Supervisor; to insure compliance within the Township of the building codes, electric codes, plumbing codes, mechanical codes, zoning ordinances, blight ordinance, weed ordinance and other ordinances or codes as from time to time are adopted by the Township Board which are not within the jurisdiction or assigned to the police department or other Township personnel.

In addition to the primary duties of each employee within their classification and department, each employee shall have secondary duties in assisting in other departments as may be required.

Any employee currently working in a department with a higher rated classification than required will continue to receive the rate of pay applicable to their current classification.

Section 4. The Township may appoint an employee who possesses a Level II assessor's certification to provide certain assessing functions on behalf of the Township. As such, the selection and appointment and term thereof shall be in the sole and absolute discretion of the Township. Any bargaining unit employee designated by the Township to perform such assessing functions, shall receive an additional One Dollar (\$1.00) per hour over their existing rate of pay.

Section 5. The Township may appoint an employee from the bargaining unit to serve as Deputy to an elected Township officer. It is understood that the office of Deputy is not part of the bargaining unit covered by this Agreement and that the person appointed may or may not be a bargaining unit employee. As such, the selection and appointment of a Deputy and term thereof shall be in the sole and absolute discretion of the Township. Any bargaining unit employee accepting such appointment, such acceptance being discretionary, shall receive an additional \$1.00 per hour over their existing rate of pay.

Section 6. In the event there is no successful bidder for an opening in Secretarial I or Secretarial II, the Employer may hire new employees for said positions at a starting rate commensurate with their abilities, provided however, that said starting rate shall not be less than \$1.00 per hour of the applicable rate for said position. Upon completion of the probationary period, the employee will receive the applicable rate for said position.

Section 7. (a) Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification for the entire day, provided they work for more than four (4) hours per day at said classification.

(b) Any employee temporarily transferred from a higher classification to a lower classification shall retain the higher rate of pay during the temporary period.

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

ARTICLE 23 HOURS

Section 1. SCHEDULE OF HOURS - CLERICAL. The schedule of working hours shall be determined by the Employer Monday through Friday, provided there are no split shifts and further provided any changes in working hours shall be done no more than on a quarterly basis unless otherwise agreed to.

The work day for any department having only one clerical employee shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise agreed to by the parties.

Section 2. SCHEDULE OF HOURS - INSPECTORS. The schedule of working hours shall be determined by the Employer Monday through Friday, provided there are no split shifts and further provided any changes in working hours shall be done no more than on a quarterly basis unless otherwise agreed to.

Section 3. WORK WEEK AND BENEFITS. (a) All employees covered by this Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday. In the event an employee does not work of his/her own volition or is sick or on leave during one (1) of his/her regular scheduled days, his/her weekly guarantee shall be reduced on the basis of eight (8) hours for each day. Likewise, the weekly guarantee shall be reduced the number of holiday hours, vacation days or other paid days not worked during the particular work week.

(b) The foregoing forty (40) hour weekly guarantee applies only to regular full-time employees. It shall not apply to temporary or regular part-time help in the clerical classifications. This guarantee shall likewise not apply to temporary or part-time help in the inspector classifications. If economic necessity dictates, either one or both of the inspectors classifications may be reduced to regular part-time.

(c) No part-time employee will be hired to replace a full-time employee unless said full-time employee is on an approved leave of absence or it has been determined by the Township that there is a need for a reduction in the work force covered under this contract. The use of part-time employees shall not be used to diminish the full-time work force. If a reduction in the work force is required, the affected full-time employee(s) will be given the option of accepting part-time employment if any is available.

(d) Notwithstanding anything contained within this Agreement to the contrary, temporary employees shall not be entitled to receive any of the fringe benefits provided for full-time employees. Regular part-time employees shall not be entitled to receive any economic fringe benefits provided full-time employees except as provided in Article 3, said economic

fringe benefits being vacation and holiday pay pro rated in relation to the number of hours worked per week in the previous year and only after completion of one year.

Section 4. CALL IN PAY. (a) Any full-time employee called in to work any day, Monday through Friday, during regular working hours, shall be guaranteed eight (8) hours work or 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 rate specified in this Agreement.

(c) Any employee recalled to work after completing a work shift shall be guaranteed two (2) hours work or pay, at the rate specified in this Agreement.

Section 5. OVERTIME. 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 eight (8) hours per day and forty (40) hours per week, provided, however, said overtime payments will not be pyramided.

Overtime will be distributed as equally as possible within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work. Refused overtime shall be counted as overtime worked for purposes of equalization.

At the end of each contract year all overtime shall be adjusted to give the low overtime employee zero (0) overtime hours, with the overtime hours of the remaining employees adjusted accordingly.

Section 6. SATURDAY AND SUNDAY WORK. Time and one-half (1 1/2) the regular hourly rate shall be paid for all work performed on Saturday. Double (2) the regular rate of pay shall be paid for all work performed on Sunday.

ARTICLE 24 VACATIONS

Section 1. ELIGIBILITY. (a) All employees, members of the Union, shall become eligible for vacations with pay in accordance with the table set forth below, and in the case of regular part-time employees, on a proration in accordance with the table set forth below. In the case of part-time employees, they shall have completed one full year of employment, and the proration shall be based upon the average number of hours per week worked in the previous year. Vacations earned shall be determined by the employees' number of years of service as of November 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 contract year. New full-time employees shall receive a prorated contract year. New full-time employees shall receive a prorated vacation as of November 1st following their date of hire, based on the number of months worked up to

November 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 November 1st.

| <u>YEARS</u> | <u>DAYS VACATION</u> |
|---|----------------------|
| 1 through 5 years | 10 |
| Beginning the 6 th year | 11 |
| Beginning the 7 th year | 12 |
| Beginning the 8 th year | 13 |
| Beginning the 9 th year | 14 |
| Beginning the 10 th year | 15 |
| Beginning the 11 th year | 16 |
| Beginning the 12 th year | 17 |
| Beginning the 16 th year | 19 |
| Beginning the 20 th year | 20 |
| Beginning the 21 st year | 21 |
| Beginning the 22 nd year | 22 |
| Beginning the 23 rd year | 23 |
| Beginning the 24 th year | 24 |
| Beginning the 25 th year | 25 |

(b) 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 (1/12) of the vacation which would have been due for each month of work lost during the qualifying year. Pro rated vacations shall apply to employees after one year of service.

Section 2. AMOUNT OF VACATION PAY. (a) Each week of vacation pay shall be equal to forty (40) hours (8 hours per day) work.

(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, provided that the vacation has been scheduled at least one (1) week in advance.

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. Employees may take only one (1), one (1) day vacation in conjunction with a holiday each year. Employees shall have the right to carry up to one (1) week of vacation forward into the ~~ext~~ 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 total seniority.

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

ARTICLE 25 PERSONAL VACATION DAYS

Section 1. PERSONAL VACATION DAYS. All employees shall be allowed three (3) paid eight (8) hour 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.

Section 2. PERSONAL BIRTHDAY. Employees shall also be granted a paid day for their birthday, which shall be considered as a floating holiday to be scheduled consistent with this provision. All birthdays will be scheduled with prior approval of the Office Manager or his/her designee, and the Township reserves the right to re-schedule all birthdays for the efficient operation of the Township.

ARTICLE 26 HOLIDAYS

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

New Year's Day
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day

Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
New Year's Eve

Section 2. HOLIDAY PAY. After completion of the probationary period, employees shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays.

If an employee works on any holiday, he/she shall be paid two (2) times the regular rate for actual hours worked which are part of the holiday in addition to the holiday pay.

In order to qualify for holiday pay, an employee must work his/her regularly scheduled work day immediately preceding as well as following the holiday except (1) in cases of illness occurring within five (5) days immediately preceding the holiday or the day following the holiday, which illness shall be verified by the taking of a sick day or by a written doctor's excuse, or (2) unless the absence is specifically excused by the Employer.

Section 3. When a holiday listed in Section 1 falls on Sunday, it shall be celebrated on the following Monday. When a holiday listed in Section 1 falls on a Saturday, it shall be celebrated on the immediate preceding Friday.

Section 4. Eligible employees shall receive one (1) day paid holiday for New Year's Eve, unless New Year's Eve falls on a Friday, Saturday or Sunday, at which time employees shall be required to work all day and said holiday shall become a "floating holiday" to be taken during the course of the subsequent year with management's approval consistent with operational and staffing needs.

Section 5. The Township agrees to close the Township offices on the Monday preceding the Fourth of July in the event that the Fourth of July falls on a Tuesday, or on the Friday following the Fourth of July in the event that the Fourth of July falls on a Thursday, if a majority of the bargaining unit agree to close the offices on Monday or Friday. The majority decision of the bargaining unit shall be controlling for all bargaining unit employees. The day shall be taken off without pay, or as a vacation or personal day.

ARTICLE 27 SICK DAYS

Section 1. Sick leave shall accrue at the rate of one (8 hours) day per month (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 (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 employee's 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 Office Manager or other authorized person at the office or their home.

Section 3. The Employer may request doctor's statement 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 disability retirement, be paid for one half of their accumulated sick leave days at their then base hourly rate. Employees with twenty (20) years of service with the Employer will, upon leaving the employ of the Employer under honorable circumstances, 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 a previously designated beneficiary, or if none has been designated, to the employee's estate.

ARTICLE 28 PHYSICAL EXAMS

Section 1. If an employee has suffered an illness or injury which prevents him from working five (5) or more of his/her regular scheduled days or establishes a pattern of consistently missing his/her work days, the employee will take such physical or other health related examination as may be requested by the Township. The Township shall pay for all such examinations. The Township will schedule such examinations as soon as possible. If due to unforeseen circumstances, the employee cannot present himself/herself for said examination, the Township will reschedule the same within one (1) week. Failure by the employee to obtain said examination as requested will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination.

Section 2. If, as a result of any of the foregoing examinations, the examining physician recommends that the employee have a psychiatric examination, the employee will take such psychiatric examination as recommended. Scheduling of such examination will be made by the Township as set forth in Section 1 above. Failure of the employee to obtain said examination as recommended will result in the employee's suspension, without pay, until he/she obtains said examination.

ARTICLE 29 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 30
INSURANCE PLANS**

Section 1. 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 2. 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 (b) 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.

(c) Upon retirement from the Township, employees hired before January 1, 1994, with ten (10) years or more of service and who are between the ages of 60 and 65, shall have one-half (1/2) of 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 (c) shall begin to receive one-half (1/2) of the monthly premium cost of a 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:

(d) 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 (d) 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 3. DENTAL AND OPTICAL. The Employer agrees to pay, on behalf of all eligible employees, 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 1 of this Article 30 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 4. SICKNESS AND ACCIDENT. 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 fifty-two (52) weeks. Coverage will commence as of the first open enrollment date under the insurance policy after employment. Coverage will be provided for the first day of accident or hospitalization and the eighth day of illness. This insurance is subject to the employee's insurability set forth in the policy, which policy is incorporated herein by reference.

Section 5. LIFE INSURANCE. The Employer shall provide and pay for Twenty Thousand Dollars (\$20,000.00) of life insurance for all eligible employees, including probationary employees, coverage to commence as of the first premium period month after employment. Life insurance coverage for an employee's eligible spouse and dependent children under the age of nineteen (19) years shall be provided in the current carrier's policy as may be amended from time to time, however, that coverage on an employee's eligible spouse shall not be less than Two Thousand Dollars (\$2,000.00), and coverage on an employee's eligible dependent child under the age of nineteen (19) years shall not be less than Two Thousand Dollars (\$2,000.00). If acceptable to the life insurance carrier, an employee who retires from the Township may be permitted to continue their life insurance policy at the retired employee's expense.

Section 6. LONG-TERM DISABILITY INSURANCE. The Township has established a long-term disability insurance program for all eligible employees covered by this Agreement. Complete terms of the program, such as, but not limited to, eligibility, coverage, and the amounts of payments, shall be set forth in the policy. Cost of premiums to implement and continue coverage shall be paid by the Township.

Section 7. CONTINUATION OF COVERAGE.

(a) If any employee is on leave of absence because of illness or injury, which is not work related, the Township will continue to pay premiums for hospitalization insurance, sick and accident insurance, and life insurance, and continued dental and optical coverage for the premium period month in which the leave occurs, plus three (3) additional premium period 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 Township will continue to make premium payments for hospitalization insurance, sick and accident insurance, and life insurance and continue dental and optical coverage for the premium period month in which leave occurs, plus twelve (12) additional premium period months. Premium payments of hospitalization insurance only will be continued by the township for an additional six (6) months thereafter. These benefits shall automatically cease as of the date the employee loses his/her seniority, or terminates his/her employment.

(c) If an employee is suspended for thirty (30) days or less, the Township shall continue to pay premiums for hospitalization insurance, sick and accident insurance, and life insurance, and continue dental and optical insurance coverage for said period of suspension. If the suspension exceeds thirty (30) days, the employee may make arrangements with the Township to continue the specific insurance coverage after the thirty (30) days of payment to the Township of the insurance premiums required. If an employee is made whole by any grievance procedure decision, the employee will be reimbursed for any premium payments. Any insurance, dental and optical benefits which have not been specifically addressed within this contract as to the terms of coverage or continuation, or as otherwise provided in this Agreement, shall not be provided during any period, or for any reason or cause, that the employee is not actively employed by the Township and working, actively employed or being on the active payroll, meaning anytime an employee is issued a payroll check by the Township.

(d) 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.

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

Section 9. ELIGIBILITY OF EMPLOYEES. It is specifically acknowledged and agreed that some of the insurance benefits are dependent upon an insurance company's

underwriting policies to obtain those coverages. Therefore, the Employer agrees to use its best efforts in securing coverage for employees as specified within this article. However, in certain instances the insurance carrier may not extend coverage for employees who it deems to be ineligible. In those instances, the Employer agrees to provide the maximum benefit allowed by the carrier for ineligible employees.

Section 10. 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 may, at the employee's option, elect to receive a non-duplication of benefits payment in lieu of receipt of Township health care benefits. An employee who elects to receive such non-duplication of benefits payment from the Township as specified in this provision, 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 11. 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 30 of this Agreement shall automatically reopen for purposes of renegotiating provisions herein to avoid duplication.

**ARTICLE 31
PENSION**

The Township has in effect a retirement plan under Ordinance No. 24. All full-time employees under this contract shall be eligible for participation in that plan and said plan is incorporated by reference to the contract.

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

| | ¹¹⁻¹⁻⁹⁶ <u>Effective 1/1/97</u> | ¹¹⁻¹⁻⁹⁷ <u>Effective 1/1/98</u> | ¹¹⁻¹⁻⁹⁸ <u>Effective 1/1/99</u> |
|-----------------------|---|---|---|
| Employee contribution | 6% | 7% | 7% |
| Employer contribution | 12% | 12% | 13% |

**ARTICLE 32
FUNERAL LEAVE**

Section 1. In the event of death of an employee's spouse, child, step-children, mother, father, mother-in-law, father-in-law, sister, brother, grandparents or grandchild, 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 brother-in-law, sister-in-law, aunt, uncle, niece,

nephew, daughter-in-law or son-in-law, such employee shall be granted two (2) days of leave of absence, which 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 work days. Part-time employees shall receive this benefit on a prorated basis.

ARTICLE 33 MISCELLANEOUS

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 the bids submitted on the basis of an employee's ability, qualifications and seniority, provided, however, that to bid for the Secretarial I classification an employee must be initially qualified by having prior bookkeeping experience and/or educational requirements. Employees transferred through such procedure will be given a trial period of up to thirty (30) calendar days on the job to qualify therefor. Notwithstanding the foregoing, employees holding an inspection classification shall not be eligible to bid on job openings in the Secretarial I and/or II classification and, likewise, employees in the Secretarial I and/or II classification shall not be eligible to bid on job openings in the inspection classification.

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

Section 3. RESIDENCE OF EMPLOYEES. It is the policy of the Township that all employees must be permanent residents of the Township as a condition of continued employment by the Township. Permanent resident means that the Township shall be their principle place of domicile. All employees of the Township who are not permanent residents in the Township at their time of hire will, within one (1) year, become permanent residents of the Township. Employees Geiersbach, Hale, Waibel and Sue Rupp are excluded from this requirement. However, if any of them become permanent residents of the Township, they lose this exemption. In the event this residency provision is found to be unlawful, this contract shall automatically reopen for the limited purpose of negotiating the affects of such a finding.

Section 4. CODE ENFORCER - BOOT REIMBURSEMENT. For those Code Enforcer employees who wish to purchase, and wear while at work, Employer approved work boots, the Employer will reimburse the inspector up to Seventy-Five Dollars (\$75.00) per year for a pair of work boots so purchased. Said work boot allowance shall not be cumulative.

Section 5. WAIVER. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of negotiation of this Agreement.

Section 6. MILEAGE REIMBURSEMENT. All employees required to drive their personal vehicle for pre-approved Township business, shall be reimbursed at thirty-one cents (\$0.31) per mile. Employee shall drive Township vehicles for Township business whenever available.

Section 7. FAMILY AND MEDICAL LEAVE ACT. The Employer agrees to comply with the Family and Medical Leave Act.

Section 8. DEFECTIVE EQUIPMENT. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms issued by the Employer of a vehicle being in unsafe working-operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 34 TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from November 1, 1996, to and including October 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 the Agreement, either party may serve upon the other a notice at least sixty (60) days prior to October 31, 1999, or October 31 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. 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 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 hands and seals.

EMPLOYER:

CHARTER TOWNSHIP OF HAMPTON
GENERAL SERVICES
ADMINISTRATION

BY: _____
WILLIAM TACEY, Supervisor

DATE: _____

BY: _____
JAMES PIORKOWSKI, Treasurer

DATE: _____

BY: _____
GERALD DEWYSE, Trustee

DATE: _____

UNION:

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

BY: _____
DAVID ROBINSON, Secretary-
Treasurer

DATE: _____

BY: _____
ED MORIN, Business Agent

DATE: _____

BY: _____
ELLEN KASPER, Union Steward

DATE: _____