

PREAMBLE

11/1/76

Harrison Township

This Agreement entered into this 14th day of May 1973, between the Township of Harrison, Macomb County, hereinafter referred to as the "Employer" and Chapter Local ~~1917~~<sup>411</sup>, Metropolitan Detroit Supervisory Employees Metropolitan Council No. 23, American Federation of State, County and Municipal Employees, AFL-CIO.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and

WHEREAS, the employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this collective bargaining agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived the parties respectively agree:

Controller  
Harrison Township  
38151 L'Anse Creuse  
Mt Clemens, Mich 48043

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

ARTICLE I  
GENERAL PROVISIONS

Section 1. PURPOSE

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

A. EMPLOYER shall mean the Township of Harrison County of Macomb, State of Michigan, and its duly elected or appointed representatives.

B. UNION shall mean Chapter Local No. 411 Metropolitan Detroit Supervisory Employees of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.

C. EMPLOYEES shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.

D. In the construction of the words used in this Agreement whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the female gender.

Section 3. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of Harrison Township except elected officials and supervisors as defined in the act and the executive secretary to the Township Supervisor.

The parties agree that the Deputy Clerk and Deputy Treasurer position will be included in the bargaining unit, except that the right to appoint or remove employees from these jobs is the sole responsibility of the affected elected official.

In the case of removal from these assignments the employee will have employment rights under the provisions of Article VII.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees nor with the Employer aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of this agreement.

Section 5. MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow the provisions of this Agreement in the exercise of the authority conferred upon the Employer by law.

It is mutually agreed that there is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 6. SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiation which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof.

Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, he shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested.

## ARTICLE II

### UNION SECURITY AND CHECK OFF

#### Section 1. UNION SECURITY

All employees covered by this Agreement who are members of the Union at the time it becomes effective shall be required as a condition of continued employment to continue membership in the Union and the employees who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union within thirty (30) days after this Agreement takes effect. Thereafter, employees hired, re-hired, reinstated or transferred into the bargaining unit shall be required as a condition of continued employment to become members of the Union within ninety (90) days following the beginning of their employment in the bargaining unit. All such employees shall continue membership in the Union for the duration of this Agreement. The following terms and conditions shall apply to membership in the Union by an employee:

- A. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to comply with the requirements of this Section.
- B. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 2. CHECK OFF OF DUES AND INITIATION FEES

The Employer shall deduct the Union initiation fee and Union dues from the last paycheck of each calendar month for each employee from whom it receives written authorization so to do on forms substantially in accordance with that form marked Exhibit "A" attached hereto shall apply to all such deductions:

- A. WHEN DEDUCTIONS BEGIN. Deductions shall begin with the last pay of the month in which the Employer receives the written authorization therefor.
- B. TERMINATION OF CHECK OFF. Deductions shall terminate with the month immediately following the month in which the employee terminates his services with the Employer or the month following receipt by the Employer of written notice of termination of the authorization for such deductions.

- C. REMITTANCE OF DUES BY EMPLOYER: Deductions for each calendar month shall be remitted to the designated financial officer of the local Union within ten (10) days after such deductions are made.
- D. DISPUTES CONCERNING CHECK OFF. Any dispute arising as to an employee's membership in the Union for purposes of check off shall be reviewed by a representative of the employer and the Union and if not resolved it may be referred to the final step of the grievance procedure for hearing and decision.
- E. LIMITATION OF EMPLOYER LIABILITY. The employer shall not be liable to the Union or any employee for the remittance or payment of any sum than such amount as may constitute actual deductions made from wages earned from employees in accordance with the authorization on file with the Employer.

### ARTICLE III

#### STEWARDS AND ALTERNATE STEWARD

##### Section 1. NUMBER OF STEWARDS

The employees may be represented by one steward in the Clerical Department and one steward representative for utility employees. In the absence

of the steward, an alternate steward may be appointed by the Union President. Within fifteen (15) days after the effective date of this Agreement, the Union will furnish the Employer with a list of stewards and officers of the Union and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer. To hold the office of steward, the employee must have a minimum of one year seniority.

Section 2. STEWARD CONDUCTING UNION BUSINESS DURING WORKING HOURS

The Local Union Steward shall be allowed time off without loss of pay to perform the following:

1. Investigate a potential grievance
2. Present a written grievance
3. Discuss a written grievance with the designated representative of the Township.

It is understood that the time mentioned above will be allotted on the day of the request; to be one half hour following the lunch period or prior to end of work shift.

ARTICLE IV

Section 1. SPECIAL CONFERENCES

In mutual recognition that important contract administration and accident prevention matters may arise during the



terms of this agreement, the parties agree to meet as necessary, but no more than once each month (except for emergencies), providing items for discussion are made available to the parties on the Thursday preceding the date set for the meeting. If no written agenda items are made available no meeting will be held. It is further agreed that discussions under this Article will not be used to circumvent the grievance procedure.

Section 2. TIME PLACE ETC.

- A. Special conferences shall be held at times mutually agreed to by the parties. On meetings held during working hours the employer agrees that he will be obligated to see that the two (2) union representatives will not lose pay as a result of the meetings. In no case will the employer be obligated for time beyond the normal work day.
- B. The employer and the union shall be represented by at least two (2) members each, plus other resource people or International or Council Union representation as needed.
- C. The parties agree that meetings held during working hours will not require employee attendance to the extent that the Township is unable to provide needed services.

- D. The place of conference shall be the premises of the Employer and the Union representatives may meet on such premises for a period not exceeding one-half hour immediately preceding the scheduled time of conference.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### Section 1. DEFINITION

Grievance shall mean a complaint by an employee group of employees, or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any other matter relating to hours, wages, and conditions of employment.

#### Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The following matters shall not be the basis of any grievance under the procedure established in this article:

The termination of services or failure to re-employ any probationary employee for other than Union activity.

#### Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in processing of any grievance under the procedure established hereafter in Section 4 of this Article.

- A. Any employee who believes he may have a grievance shall first discuss the matter with his immediate supervisor. The employee may have his steward present if he so desires during these discussions. These discussions will be held after or before working hours.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and such representative may mediate the grievance if the employee consents thereto.
- C. Following provisions of paragraph "A" above, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance. In the event the employer fails to respond within the specified time limits, except for emergency situations, the grievance will automatically be resolved in favor of the grievant.
- D. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.

E. After step one of the grievance procedure, any hearing under the succeeding steps shall be conducted at mutually agreeable times. Any hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses entitled to be present. It is recognized by the parties that in those cases where more than two (2) employees are involved the Township has the right to restrict employee attendance for meetings during working hours to the extent deemed necessary for providing services.

In no case will the Township be obligated for paying more than two (2) union representatives and in no instance will the employer be obligated for overtime pay consideration for these meetings.

Section 4. GRIEVANCE PROCEDURE

A. STEP ONE At any time within three (3) working days of the date of the occurrence or knowledge thereof out of which the grievance arises, it shall be discussed with the immediate supervisor in an attempt to resolve the grievance by informal conference. If the matter is not to the satisfaction of the employee, it may be appealed in accordance with the following procedure.

- B. STEP TWO If the grieving party desires to appeal the decision in Step One, within three (3) working days, excluding Saturdays, Sundays, and Holidays, of such decision, he shall file a written appeal with the Township Supervisor who shall arrange a meeting with the Union President, Steward and/or grievant within five (5) working days, excluding Saturdays, Sundays, and Holidays, after such hearing.
- C. STEP THREE In the event the grievance is not disposed of through Union acceptance of the Township Supervisors answer, the Union shall have the right to appeal the decision to the Township Supervisor within three (3) working days, excluding Saturdays, Sundays, and Holidays, upon receipt of the unions appeal from Step 3. The Township Supervisor will set up a pre-arbitration hearing on the matter where either party may include resource persons, in addition to those previously mentioned, as deemed necessary. The meeting shall take place within seven (7) work days from the date the appeal notice from the union was received by the Township Supervisor.
- D. STEP 4 In the event the dispute is not settled
1. After receipt of the disposition at STEP THREE, either party may notify the other party in writing of intent to submit the issue to

2. Upon receipt of any request for arbitration, the parties will meet to select an arbitrator. In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. The arbitrator may not add to, subtract from change or amend any of the terms of this agreement, and shall only concern himself with the interpretation and application of the terms of this Agreement. The expense of such impartial arbitrator shall be borne equally by the Township and the Union.

3. The arbitrator shall have authority in discharge and discipline cases to order payment of back wages and compensation for employees which the employees would otherwise have received. The arbitrator may, in his discretion, deduct compensation, if any, earned elsewhere in the

period in question which such compensation is attributable to the discharge, suspension or lay off period in issue, and which would not have been earned otherwise.

All proceedings before the arbitrator shall be conducted in accordance with the Voluntary Labor Relations Rules of the American Arbitration Association.

#### ARTICLE VI

#### Section 1. GENERAL PROVISIONS

##### DISCIPLINE

- A. The employer agrees that all disciplinary action or discharge cases will be taken on the basis of just cause.
- B. The union shall have the right to process disciplinary or discharge cases commencing at level two of the grievance procedure.
- C. Use of Past Record. In imposing any discipline and/or discharge the Employer will not take into account any prior minor infractions or failure to perform which occurred more than two (2) years previously.
- D. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the

employee before other employees or the public.

## ARTICLE VII

### Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first ninety (90) consecutive calendar days of their employment. After ninety (90) day period, the employee shall enter on the seniority list and his seniority shall be computed from the date of his employment. There shall be no seniority among probationary employees. The Union shall be the exclusive collective bargaining representative for probationary employees in respect to rate of pay, wages, hours of employment and other conditions of employment, provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

### Section 2. SEASONAL EMPLOYEES

The Employer shall have the sole discretion in respect to all matters pertaining to seasonal employees, provided, however, such employees shall not be offered regularly scheduled overtime unless and until all regular employees subject to this Agreement who are qualified for the particular work involved in the overtime, have been offered the opportunity to perform such work. Seasonal employees shall acquire seniority and their period of employment shall not be credited on the probationary period. Such employees shall not be subject to this collective bargaining agreement in any respect except as otherwise set forth herein. The provisions of this article will not be used to adversely affect the regular employees.



Section 3. SENIORITY LISTS

The seniority of an employee shall not be affected by his race, sex, marital status or number of dependents. The Employer shall maintain an up to date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer shall furnish a revised list not later than six (6) months thereafter, provided, the Union shall be notified of any changes within a reasonable time after such changes occur.

Section 4. LOSS OF SENIORITY

An employee shall forfeit his seniority only for the following reasons.

- A. He voluntarily quits
- B. He is discharged and the discharge is not reversed under the grievance procedure.
- C. He is absent from his work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the employee by registered mail, return receipt requested, to his last known address that his seniority has been forfeited and his employment terminated.
- D. He fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.

- E. He fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph "C".
- F. He retires.
- G. Accepts employment elsewhere during a period of time while he is on an approved leave from Harrison Township, with the exception of employment during approved vacation periods.

Section 5. LAY OFF PROCEDURE

- A. LAY OFF shall mean a reduction in the working force due to a decrease in work, the financial ability of the Employer to pay for the services of the employees or any other matter beyond the control of the Employer.
- B. If an employee must be laid off for an indefinite period of time, the Employer shall give written notice of such lay off at least seven (7) calendar days prior to the effective date of lay off, and a list of the names of such employees shall be furnished to the Union's secretary on the same date the notice is given to the employees.
- C. The order of lay off of employees shall be governed by seniority within their occupational trade, provided, however, probationary employees shall be laid off first and seniority employees shall be

laid off according to their respective seniority within their occupational trade.

Section 6. RECALL PROCEDURE

After a lay off, employees shall be recalled in the inverse order of the lay off. The Employer shall give the employee written notice of recall by registered mail, return receipt requested to the employee's last known address. If the employee fails to report for work within seven (7) calendar days after mailing of the recall notice, the Employer shall consider the employee as having terminated his employment.

ARTICLE VIII

Section 1. PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of seniority, ability, and qualification required for the position. The Employer shall post any such job vacancies on the Township Main Lobby Bulletin Board for a period of seven (7) calendar days during which time any interested employee shall make application. The Employer shall have the sole discretion in evaluating the ability and qualifications of the applicants, provided the applicant with the greatest seniority, ability, and qualifications shall be given priority by the Employer. The Employer has the right during periods of vacancy to fill these jobs on a temporary basis subject to the procedures noted above.

On promotions employees have the right to return to their former job at any time during the first thirty (30) calendar days after assignment to the promotion. The Employer may also within the first

Thirty (30) days of employment on promotions, return the employee to his former position. In these cases, the Employer will state his reasons for doing so to the employee with a carbon copy to the Union.

Section 2. TEMPORARY ASSIGNMENTS

On temporary assignments for periods that extend for longer than five (5) consecutive scheduled workdays, the employee will be paid the higher rate of pay for all hours worked on the upgraded job.

On temporary assignments to lower rated jobs, the employee will suffer no diminution in pay. Assignment to lower rated jobs, due to cutback and/or layoff, will be paid the rate for the job filled.

ARTICLE X

LEAVE OF ABSENCE

Section 1. APPROVED LEAVES WITHOUT PAY

The Employer may grant a leave of absence for a period not exceeding one (1) year, for any purpose which the Employer deems to constitute reasonable cause. Maternity leave will qualify as approved leave without pay and shall be afforded all full-time employees. However, if complications occur for the child and/or mother, additional time may be granted but in no event shall the total time granted for maternity leave exceed two (2) years.

Upon return of an employee from an approved leave(except sick leave or leave due to the illness of a member of the employees immediate family as defined in Article X, Section 2 c of this contract). The employee shall be re-employed at the first available opening and at the job rate currently in effect for the position.

Approved leaves for periods of thirty (30) calendar days or less will entitle the employee to return to his former position and at the rate of pay currently paid that classification.

It is agreed that no fringe benefits will accrue during leaves of absence. It is also agreed that when an employee returns to work after an approved leave of absence, annual and sick leave benefits will be pro-rated according to a full years service less the time of the approved leave.

Section 2.            SICK LEAVE

- A.            ALLOWANCE.    Every continuing full-time employee shall be entitled to sick leave with pay of one-half work day (four hours) for each completed bi-weekly work period. "Completed pay period" means any pay period in which the employee receives pay for the number of hours that he is scheduled to work. Full time employees must receive pay for 80 hours to be credited with a completed pay period.
  
- B.            UTILIZATION. Any utilization of sick leave allowance by an employee must have the approval of the appointing authority for accounting purposes only. The Township will provide suitable forms for the above. Accounting for the use of sick leave allowance will be no less than one half (1/2) day allowance.
  
- C.            ILLNESS OR INJURY.    Sick leave may be utilized by an employee in the event of his illness, injury, or exposure to contagious disease endangering others, or for illness or injury in his immediate family which necessitates his absence from work. "Immediate family" in such cases shall include the employee's spouse,

children, parents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care he is principally responsible.

- D. DEATH. Sick leave may be utilized by an employee for absence necessitated by the death of a relative, or person for whose financial or physical care he has been principally responsible.
- E. FUNERAL ATTENDANCE. An employee will receive three (3) days not chargeable to sick leave accumulation for attendance at the funeral of a member of his immediate family. "Immediate family" is defined in Paragraph "C". Additional time off for funerals may be taken and these days will be charged to accumulated sick leave or earned vacation days.
- F. APPOINTMENTS. Sick leave may be utilized by an employee for appointments with doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours. Accounting for the use of sick leave allowance will be on no less than one half (1/2) day allowance.
- G. NO ADVANCE CREDIT. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits.

In the absence of applicable leave credits, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

- H. ACCUMULATION. Sick leave may be accumulated as provided above throughout the employee's period of classified service. Each appointing authority shall give written notice to his employees of their accrued sick leave credits every six months.
- I. PAYMENT AT RETIREMENT. An employee who separates from the Township for retirement purposes shall be paid for fifty percent of his unused sick leave as of the effective date of separation. Such payment shall be made at the employee's current rate of pay.
- J. PAYMENT AT EMPLOYEE'S DEATH. In case of the death of an employee, payment of fifty percent of his unused sick leave shall be made to his beneficiary or estate.
- K. PROOF. All sick leave used shall be certified by the employee and by such other evidence as the Township may require. Falsification of such evidence shall be cause for dismissal.
- L. EVIDENCE OF FITNESS. The Township, after a prolonged illness or accident, may require that an employee present medical certification of his physical or mental fitness to continue working.



Section 3.

ANNUAL LEAVE

- A. ALLOWANCE. Every continuing full-time employee shall be entitled to annual leave with pay of one-half work day (four hours) for each completed bi-weekly work period of service. "Completed pay period" means any pay period in which the employee receives pay for the number of hours that he is scheduled to work. Full time employees must receive pay for 80 hours to be credited with a completed pay period. in addition, two days (sixteen hours) of annual leave shall be credited to each continuing full-time employee upon employment by the Township and shall be immediately available, upon approval of the Township, for personal purposes including time off for voting, religious observance, and necessary personal business. Thereafter, two additional days of annual leave shall be credited each year during the pay period which includes the employee's anniversary date, except that no more than two days (sixteen hours) shall be credited in any calendar year. No other annual leave shall be credited until the employee has completed thirteen bi-weekly work periods.
- B. BONUS LEAVE. Beginning January 1, 1973, such employees who have completed five years of currently continuous service shall earn bonus annual leave with

pay according to length of total employment including military leave, subsequent to January 1, 1973, as follows:

For five or more, but less than ten years-

Two Days (sixteen hours) annually;

For ten or more, but less than fifteen years-

Four Days (thirty two hours) annually;

For fifteen or more, but less than twenty years-

Six Days (forty eight hours) annually;

For twenty or more, but less than twenty five years-

Eight Days (sixty four hours) annually;

For twenty five or more years-

Ten Days (eighty hours) annually;

Employees shall be credited with such additional earned annual leave during the pay period which includes their respective anniversary date of each year, except that at the time of retirement or death, such additional annual leave shall be credited on a pro rata basis according to the number of bi-weekly work periods completed during the year. In no event shall any employee be paid for more than a total of thirty days of regular and additional annual leave.

C. ACCUMULATION. No annual leave shall be authorized, accumulated or credited in excess of thirty days (two-hundred-forty-hours). The Township shall give written notice to his employees of their accrued annual leave credits every six months.

- D. SEPARATION. When an employee who has completed at least thirteen bi-weekly work periods is separated from the Township he shall be paid at his current rate of pay for his unused credited annual leave, but in no case in excess of thirty days (two-hundred-forty-hours).
- E. NO ADVANCE CREDIT. Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- F. UTILIZATION. An employee may utilize annual leave subject to the particular department manpower needs.

Section 4.

HOLIDAYS

A. The following shall be paid holidays:

New Year's Day	Veteran's Day
George Washington	Thanksgiving Day
Abraham Lincoln	Christmas Day
Memorial Day	Columbus Day
Fourth of July	Christmas Eve $\frac{1}{2}$ day
Labor Day	New Year's Eve $\frac{1}{2}$ day
	Good Friday $\frac{1}{2}$ day

If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed as the holiday. When Holidays fall on Sunday, the Holiday will be observed on the following Monday.

B. In order to qualify for holiday pay, the employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. Excused absences such as bonafide sickness or approved vacation will qualify the employee for holiday pay.

C. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

D. Employees required to work on a holiday will receive holiday pay as scheduled, plus one and one half their regular hourly rate of pay for all hours worked on the holiday.

WORKING HOURS - OVERTIME PREMIUMLONGEVITY PAY SCHEDULESection 1. REGULAR WORKING HOURS

The normal weekly work schedule will consist of five (5) shifts of work, commencing on Monday and ending on Friday. The regular workday for employees covered by this agreement shall be as follows:

- A. Utility Workers - The normal workday will be from 7:30 A.M. to 4:00 P.M. with one-half ( $\frac{1}{2}$ ) hour for lunch.
- B. All Other Employees - The normal workday will be from 8:00 A.M. to 4:30 P.M. with one (1) hour for lunch.

Section 2. OVERTIME PREMIUM

- A. Time and one-half the Employee's normal rate of pay will be paid for all hours worked beyond eight (8) per day or forty (40) hours per week, and for all hours worked on holidays.

Section 3. OVERTIME AND CALL HOURS

- A. Overtime shall be granted to all regular employees before temporary employees are used except in case of emergency.
- B. Overtime shall be distributed as equally as possible among all regular employees on a rotation basis within each job classification or trade.
- C. Any employee in his trade who refuses or is otherwise unavailable to take a call for overtime will be charged on the overtime distribution sheet for the hours that were worked on that occasion.
- D. Employees who are called and report for overtime work will be paid a minimum of two hours at the established rate of pay.

Section 4.

SALARY SCHEDULE

Employees shall be paid in accordance with the salary schedule attached hereto as Appendix A to this Agreement.

The benefits agreed to in this contract will be retroactive to January 1, 1973, except for the provisions of Article XV, Section 5. The benefits of Article XV, Section 5, will go into effect on the first Monday following the ratification of this contract by the parties.

The parties specifically agree that the benefits provided by this agreement will be made available only to those employees who are actively on the payroll on the date this agreement is ratified by the parties.

Section 5.

LONGEVITY PAY

Each employee shall receive longevity pay in accordance with the following schedule in addition to the regular salary.

The percentage below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date.

Continuous years service as of the anniversary date of employment each year as follows:

	<u>Percent Used Base Pay</u>
Upon completed of the third and fourth year.	1 1/2%
Five, Six and Seven Years	2 1/2%
Eight and Nine Years	4%
Ten, Eleven and Twelve Years	5%
Thirteen and Fourteen Years	6 1/2%
Fifteen, Sixteen and Seventeen Years	7 1/2%
Eighteen and Nineteen Years	9%
Twenty Years	10%

Longevity pay shall be due and payable in a lump sum payment on the first pay day of the month following their anniversary date of hire in each year during the term of this Agreement. Upon the death or retirement of an employee, he, or his legal representative in the case of death shall be paid his longevity pay for the current period on a pro-rata basis computed from the Anniversary of hire date to the date of death or retirement as the case may be.

Section 6. JURY DUTY

- A. An employee who actually serves on jury duty will be paid the difference between his regular pay and the amount actually received for such jury service.
- B. All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days.
- C. The supplemental provisions of Section 6 will be for a maximum period of six (6) months.

Section 7. COST OF LIVING

Cost of living will be paid for the semi-annual periods January 1st through June 30th and July 1st through December 31st. Payment will be made thirty (30) days

after the close of each semi-annual period and will be computed as follows:  
One-half (1/2) of the annual base salary in effect at the end of the semi-annual period multiplied by the increase in the Bureau of Labor Statistics cost of living index for the City of Detroit during the same semi-annual period.

It is agreed and understood that the increase in the cost of living index, as stated in the preceeding paragraph, is not a percentage increase. However for purpose of computation, it will b e used as such.

#### ARTICLE XV

#### INSURANCE BENEFITS, WORKMEN'S COMPENSATION, UNIFORMS AND AUTO EXPENSE

##### Section 1. HOSPITAL, MEDICAL AND SURGICAL INSURANCE

##### HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay the full Oremium for hospitalization medical coverage for the Employee and his family, the plan to be Blue Cross Shield, MVFI plan, Pre- and Post Natal Care IBM 2289, Comprehensive - 959, F rider- 613, SA Rider- 244, Drug - PD 87, Prescription. Shall be applied to all Employees covered by the agreement.

##### Section 2. TERM LIFE INSURANCE

The Employer will provide each employee with a term group insurance policy through such insurance company as the Employer may designate in the amount not less than Ten Thousand (10,000.00) Dollars

Employer shall pay the cost of such insurance premium up to a maximum of Ten Thousand (\$10,000.00) Dollars.

##### Section 3. WORKMEN'S COMPENSATION

Each employee covered by this Agreement shall be entitled and subject to the Michigan Workmen's Compensation laws for all accidents or injuries incurred in



the performance of his duties for the Employer. Such injuries or disabilities shall be subject to the following additional provisions:

- A. Each employee shall receive his full compensation for the first seven (7) working days after the disability arises. When the employee becomes eligible for workmen's compensation benefits, he shall assign or otherwise repay the employer for this period of time.
- B. The Employer shall pay the employee the difference between his workmen's compensation weekly benefits and his regular pay under Appendix "A" of this Agreement for the period of his disability not to exceed six (6) calendar months from the date of injury and the days of his disability shall not be credited against his accumulated sick leave reserve for such maximum period. During this period the Township will pay Hospital, Medical and Life Insurance premiums for the employee but no other benefits listed in the Agreement will accrue to the Employee except retirement time credit and seniority. At the expiration of six (6) months, if the employee is still disabled, the Employer shall pay only his hospitalization and term life insurance for an additional period of his disability until he is determined to be totally disabled under the provisions of the Michigan Workmen's Compensation Law, but in no event exceeding one (1) year from the date of injury and the employee shall not be entitled to any other benefits under this Agreement during such period. On the expiration of One (1) year from the date of injury, all obligations of the Employer as to such employee shall terminate and the employee shall not be entitled

to any further benefits under this Agreement, provided, that in the discretion of the Employer any benefits under this Agreement may be extended for such additional periods as the Employer may determine.

SECTION 4. WORK CLOTHING

The Employer shall provide work uniforms for the Water & Sewer Utility Men and launder these garments as required. In addition the Employer will provide foul weather gear. (i.e., raincoat, hat and hip boots) for the Utility Men.

It is also agreed that the Utility Men will take reasonable care of all clothing items furnished by the Employer.

SECTION 5. TRAVEL EXPENSE REIMBURSEMENTS

Employees required to use their own car in the pursuit of their duties, will receive the following reimbursements on a monthly basis:

- a) First 500 miles per month @ 14 cents per mile
- b) Next " " " @ 12 cents per mile
- c) Each mile in excess of 1000 per @ 10 cents per mile  
mo.

All request for reimbursement of necessary expenses incurred will be documented and supported on forms to be furnished by the Employer.

It is agreed that if the Employer provides vehicles, this provision would become null and void.

The parties mutually recognize that all employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with public employees retirement Act 27 of the Michigan Public Acts of 1960 as amended by Act #73 of Public Acts of 1961 and Act #103 of the Public Acts of 1965.

ARTICLE XVI

UNION BULLETIN BOARDS AND SAFETY COMMITTEE

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in the Township Building Main Lobby, which shall not include any written material of a political nature, any and all matters posted shall be signed by the chapter chairman of the local Union or his designated representative.

ARTICLE XVII

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a Court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

ARTICLE XVIII

RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, and the International Union and the Local Union will recommend its ratification to the employees.

ARTICLE XIX

EFFECTIVE DATE AND DURATION

This Agreement shall be effective JANUARY 1, 1973  
for a term of three(3) years to expire at 12:01 A.M. on  
JANUARY 1 1976

The non-economic provisions of this agreement shall be effective commencing January 1, 1973 and will expire on January 1, 1976.

The economic provisions of this agreement shall be effective commencing January 1, 1973 and will expire on January 1, 1975.

The parties agree to commence bargaining economic provisions for the last year of this agreement no later than December 1, 1975.

ARTICLE XX

ADDRESSES FOR NOTICES

Any notices required under this agreement between the parties hereto shall be sufficient if sent by certified mail, addressed as follows:

EMPLOYER: Township of Harrison  
38151 L'Anse Creuse Rd.  
Mt. Clemens, Mi. 48043

UNION: Metropolitan Council #23  
2345 Cass Avenue  
Detroit, Michigan 48201

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day, date, and year first above written at Harrison Township, Macomb County, Michigan.

TOWNSHIP OF HARRISON, MACOMB COUNTY, MICHIGAN

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Chapter Local No. ~~1517~~ <sup>414</sup>  
Metropolitan Supervisory Employees  
Metropolitan Council No. 23  
AFSC&ME, AFL-CIO

BY: Donald Melburn

BY: Donald Melburn

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



SALARY RANGES  
EFFECTIVE JANUARY 1, 1973

CLASSIFICATION	LEVEL NO.	STARTING	SIX MOS.	ONE YEAR	TWO YEAR	THREE YEAR
MILITY WORKER III	19	8,548.80	8,840.00	9,172.80	9,776.00	10,400.00
MILITY WORKER II	17	8,132.80	8,424.00	8,736.00	9,360.00	9,963.20
MILITY WORKER I	15	7,716.80	8,008.00	8,340.80	8,944.00	9,568.00
LECTRICAL INSP.	28	10,483.20	10,878.40	11,294.40	12,126.40	12,937.60
BUILDING INSP	24	9,568.00	9,921.60	10,296.00	11,003.20	11,731.20
ASST. PLUMBING INSP.	17	8,132.80	8,424.00	8,736.00	9,360.00	9,963.20
FIELDMAN II	27	10,171.20	10,545.60	10,899.20	11,627.20	12,334.40
FIELDMAN I	22	9,172.80	9,526.40	9,880.00	10,608.00	11,315.20
ACCOUNT CLERK V	17	8,132.80	8,424.00	8,736.00	9,360.00	9,963.20
ACCOUNT CLERK IV	15	7,716.80	8,008.00	8,340.80	8,944.00	9,568.00
ACCOUNT CLERK III	13	7,321.60	7,612.80	7,945.60	8,548.80	9,172.80
ACCOUNT CLERK II	11	6,926.40	7,217.60	7,529.60	8,153.60	8,756.80
ACCOUNT CLERK I	09	6,510.40	6,822.40	7,134.40	7,737.60	8,361.60
TYPIST CLERK V	15	7,716.80	8,008.00	8,340.80	8,944.00	9,568.00
TYPIST CLERK IV	13	7,321.60	7,612.80	7,945.60	8,548.80	9,172.80
TYPIST CLERK III	11	6,926.40	7,217.60	7,529.60	8,153.60	8,756.80
TYPIST CLERK II	09	6,510.40	6,822.40	7,134.40	7,737.60	8,361.60
TYPIST CLERK I	07	6,136.00	6,385.60	6,676.80	7,196.80	7,716.80
ELECTIONS CLERK III	11	6,926.40	7,217.60	7,529.60	8,153.60	8,756.80
ELECTIONS CLERK II	06	5,928.00	6,177.60	6,448.00	6,988.80	7,508.80
ELECTIONS CLERK I	01	4,867.20	5,116.80	5,387.20	5,928.00	6,448.00
RECEPTIONIST CLERK	01	4,867.20	5,116.80	5,387.20	5,928.00	6,448.00

APPENDIX B  
SALARY RANGES  
EFFECTIVE JANUARY 1, 1974

CLASSIFICATION	LEVEL	STARTING	SIX MONTHS	ONE YEAR	TWO YEARS	THREE YEARS
UTILITY WORKER III	19	9,027.20	9,339.20	9,672.00	10,275.20	10,920.00
UTILITY WORKER II	17	8,611.20	8,902.40	9,214.40	9,859.20	10,483.20
UTILITY WORKER I	15	8,174.40	8,486.40	8,819.20	9,443.20	10,067.20
ELECTRICAL INSPECTOR	28	11,003.20	11,398.40	11,835.20	12,688.00	13,499.20
BUILDING INSPECTOR	24	10,067.20	10,441.60	10,816.00	11,544.00	12,272.00
ASSISTANT PLUMBING INSPECTOR	17	8,611.20	8,902.40	9,214.40	9,859.20	10,483.20
FIELDMAN II	27	10,691.20	11,065.60	11,419.20	12,168.00	12,896.00
FIELDMAN I	22	9,672.00	10,025.60	10,400.00	11,128.00	11,856.00
ACCOUNT CLERK V	17	8,611.20	8,902.40	9,214.40	9,859.20	10,483.20
ACCOUNT CLERK IV	15	8,174.40	8,486.40	8,819.20	9,443.20	10,067.20
ACCOUNT CLERK III	13	7,779.20	8,070.40	8,424.00	9,027.20	9,672.00
ACCOUNT CLERK II	11	7,384.00	7,675.20	7,987.20	8,632.00	9,235.20
ACCOUNT CLERK I	09	6,947.20	7,280.00	7,592.00	8,195.20	8,840.00
TYPIST CLERK V	15	8,174.40	8,486.40	8,819.20	9,443.20	10,067.20
TYPIST CLERK IV	13	7,779.20	8,070.40	8,424.00	9,027.20	9,672.00
TYPIST CLERK III	11	7,384.00	7,675.20	7,987.20	8,632.00	9,235.20
TYPIST CLERK II	09	6,947.20	7,280.00	7,592.00	8,195.20	8,840.00
TYPIST CLERK I	07	6,572.80	6,822.40	7,113.60	7,654.40	8,174.40
ELECTIONS CLERK III	11	7,384.00	7,675.20	7,987.20	8,632.00	9,235.20
ELECTIONS CLERK II	06	6,364.80	6,614.40	6,884.80	7,446.40	7,966.40
ELECTIONS CLERK I	01	5,283.20	5,532.80	5,803.20	6,364.80	6,884.80
RECEPTIONIST CLERK	01	5,283.20	5,532.80	5,803.20	6,364.80	6,884.80

INDEMNIFICATION

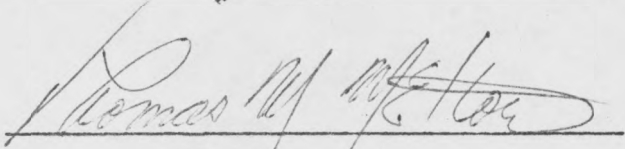
The Union shall indemnify and save the Township of Harrison harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township of Harrison for the purpose of complying with section.

The Harrison Township agrees that it will not place in escrow any check off of dues in escrow, nor will it institute any litigation directed toward the adjudication of the validity of payroll check off authorization cards executed by members of the bargaining unit in Local Union

# 411

American Federation of State, County and Municipal Employees, AFL-CIO and Metropolitan Council #23.

\_\_\_\_\_  
RALPH E. BEAUFIT, SUPERVISOR

  
\_\_\_\_\_  
THOMAS M. MELTON, A.F.S.C.M.E.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE