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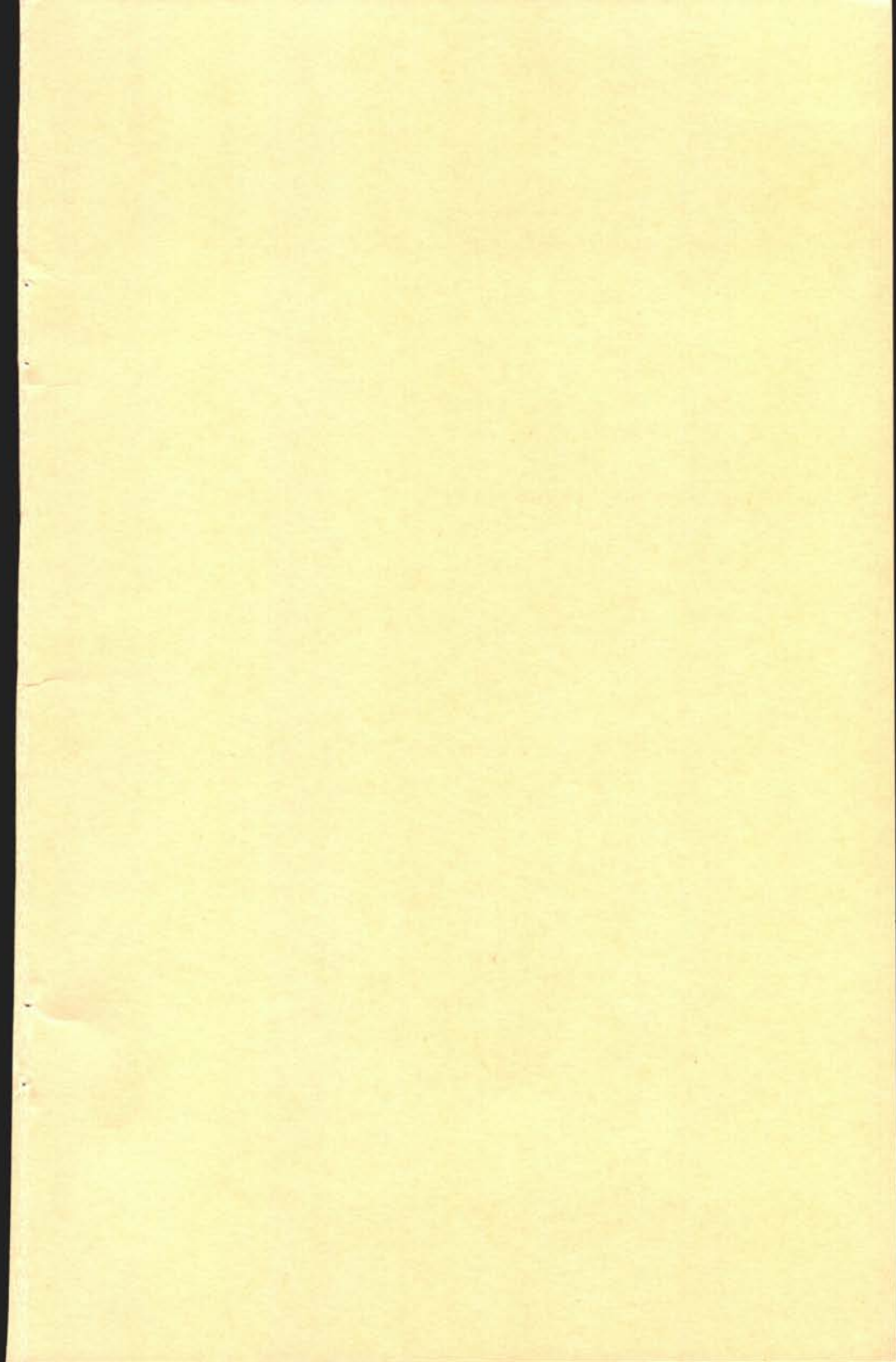
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Redford Township

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF REDFORD
AND
TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN**

Effective: April 1, 1997 to March 31, 1999





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TOWNSHIP OF REDFORD

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THIS AGREEMENT is entered into this 24th day of April, 1997, by and between THE CHARTER TOWNSHIP OF REDFORD (hereinafter referred to as the "Employer") and the TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN, (hereinafter referred to as the "Union").

ARTICLE I
PURPOSE AND INTENT

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

Moreover, the parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees, and of promoting and improving peaceful municipal and economic relations between the parties.

ARTICLE II
RECOGNITION, AGENCY SHOP AND DUES

2.1: The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment as provided for in this Agreement for all regular full-time and regular part-time employees performing work within the classifications contained in this Agreement at Exhibit A - Fields of Work.

The Union's bargaining unit shall consist of full and part-time employees, employees of the Township Dial-A-Ride program, and employees of the community block grants program.

2.2: Excluded from the bargaining unit:

- A. All temporary and seasonal employees.
- B. The following confidential employees:

- 1. The secretary and the receptionist to the Township Supervisor;

2. The secretary for the Township Clerk;
 3. The secretary to the Civil Service Personnel Department shall be considered a confidential position when the employee who holds this position at the time of the signing of this agreement is replaced;
- C. The following executive employees:
1. The Township Tax Assessor.

2.3: Definitions:

- A. Regular Full-Time Employees:
(also referred to herein as "Full-Time Employees")

All employees who work or are budgeted to work 2,080 hours or more within a fiscal year.

- B. Regular Part-Time Employees:
(also referred to herein as "Part-Time Employees")

All employees who work or are budgeted to work less than 2,080 hours within a fiscal year.

Additionally, the one (1) individual still performing tax administration duties and the six (6) individuals doing Zamboni/maintenance work in the Ice Arena shall be in the bargaining unit with part-time employee benefits. When any of these individuals vacates his/her position, the position shall be filled through the civil service process.

1. All maintenance/Zamboni hours will be scheduled to full time and regular part time employees before utilizing temporary/seasonal employees.

Zamboni/Arena Maintenance I employees and the Part-Time Animal Control employee will earn overtime pay for all hours they have worked in excess of forty (40) hours per week. These employees will not receive any overtime/premium pay for working Saturdays, Sundays or holidays, unless excess of forty (40) hours per week applies. Hours to be flexible and assigned as needed.

2.4: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

2.5: Membership in the Union is separate, apart and distinct from the employee's obligation to pay his/her fair share of dues 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 of the Union.

2.6: In accordance with the policy set forth in this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. The Union shall provide a specific accounting for the calculation of the agency fee prior to requiring the Township to deduct the same from non-member employees. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

In the event that any employee challenges, objects or questions the amount of the agency fee, the Union agrees to place the disputed funds in an escrow account while any challenge is pending. The Union shall also provide a prompt, impartial hearing for non-members challenging the fee, including appellate review before an impartial decision maker.

2.7: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that should arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of its agreement to deduct dues and/or fees. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

ARTICLE III
DEDUCTION OF DUES

3.1: Commencing with the signing of this Agreement, and during the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees, provided however, that the Union presents to the Employer, authorizations, signed by such employees, allowing such deductions and payments to the Union.

- A. Amount of initiation fee and dues will be certified to the employer by the Secretary/Treasurer of the Union;
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees, provided that the Union has provided adequate justification for the fee and has complied with the requirements contained in Article II, Section 6;
- C. Employees shall provide the Employer with a signed authorization for checkoff on forms provided by the Township;
- D. The Union shall notify the Employer of any delinquency on the part of any employee accrued after the signing this Agreement and request of the Employer that the employee be terminated. Termination will only follow after a showing that:
 - 1. The Union has provided the objecting non-member with a figure allowing him or her to reduce the amount of his monthly fee by the percentage of the Union's annual budget spent for ideological or political purposes computed by the Union, has provided other adequate justification for the fee, and has complied with the procedural requirements outlined in Article II, Section 6.
 - 2. Continued refusal to pay.

Disputes as to a good faith reduced amount must be handled through internal Union procedures and these procedures must be exhausted prior to litigation.

ARTICLE IV
RATES FOR NEW CLASSIFICATIONS

The rate of pay for any new classification, either regular full-time or regular part-time, established by the Employer within the bargaining unit covered by this Agreement, shall be initially determined by the Employer after meeting with the Union.

ARTICLE V
SUBCONTRACTING

5.1: For the purpose of preserving work and preventing layoffs for employees covered by the Agreement, the Employer agrees that no work or services presently performed by Township employees assigned to the collective bargaining unit will be subcontracted, in whole or in part, to any subcontractor, with the effect of necessitating layoffs. If subcontracting is required, the employer agrees that prior to implementation it will negotiate the effects of any such layoffs with the Union.

The Employer has the right to subcontract work done by employees as long as no employees are laid off as a result of the subcontracting. The Employer also has the right to subcontract work done by current employees in emergency situations. Emergency situations shall include, but are not limited to, the Township being able to fulfill its legal responsibilities.

5.2: Extra Contract Agreements with Other Labor Organizations. 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 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.

ARTICLE VI
SENIORITY

6.1: Layoff shall mean the separation of an employee from the active work force. For the affected classification within a department, layoff shall be determined by Union seniority - lowest seniority laid off first.

A. A laid off employee who elects to remain working by exercising Employer-wide seniority may do so by:

1. Bumping into the highest union classification that he/she has held status; (status meaning - employee has signed the posting, qualified, was placed and completed trial or probation period);
 2. Bumping laterally into a position within the same pay grade or bumping into a lower pay grade as long as the employee has held status within the Field of Work to which he/she has previously met the job-description requirements at the time of layoff that are specified by the Civil Service or Grant's classification that he/she is bumping into. (Dictation, typing, practical exam, etc.) Bumping employee will be given same training and trial period as if he/she was transferring or promoting.
- B. Seniority shall not be invoked by an employee to displace another employee so long as the senior employee has an assigned job and has not been selected for layoff.
- C. An employee who bumps into another classification shall be paid the rate of the classification into which the employee bumps.
- D. Before the Employer lays off any regular full-time or regular part-time employee covered by this Agreement, the Employer will lay off all temporary/seasonal employees working in the departments affected by the layoffs. Prior to laying off an Union employee, the Employer will consult with the Union; the Employer will allow the Union employee in a department which is targeted for layoff to bump any Temporary/Seasonal worker in any position in which the Union employee is qualified to perform work. The Union employee will be paid at the maximum temporary wage for the position he/she is bumping into and shall continue to receive all applicable benefits and accrue seniority (i.e. those benefits which he/she had received as an Union employee.) No temporary employee will be hired within the Field of Work that an Union position has been laid off without first offering the position to laid off employees, most senior first, then in descending order of seniority.
- E. The Employer may elect to lay off either regular part-time or regular full-time positions provided that employees will be given the opportunity to fill the positions (part-time or full-time), based

on the Employer-wide seniority bumping rights and the demonstrated ability to do the job. A laid off, full-time employee who elects to remain working by exercising Employer-wide seniority may do so by bumping to any part-time or full-time classification covered by this Agreement, that he or she is capable of demonstrating and performing all routine tasks of the classification, provided the full-time employee has greater length of service than the part-time employee holding the position. The employer shall not be required to retain a bumping employee who fails to demonstrate ability or refuses any job assignment in the classification to which the employee is bumping. Regular part-time employees can bump only other regular part-time employees, provided they have greater seniority, and can perform the job. Regular part-time employees shall accrue seniority of two (2) weeks for every four (4) working weeks, regardless of the number of hours worked, while full-time employees accrue seniority of four (4) weeks for every four (4) weeks worked.

- F. The Employer will not fill with a temporary/seasonal employee a job previously done by a laid off employee as long as the layoff of any regular full-time or regular part-time employee exists, except if laid off employees refuse the work or by mutual agreement of the parties. A laid off employee who refuses recall based on seniority, on a last laid off, first back basis, to either a full or part-time position that he or she is qualified for, will lose those recall rights. A full-time employee refusing to fill a part-time job on recall will lose his/her part-time recall rights only. If a full-time employee refuses a full-time job, then he/she loses all recall rights.

A regular part-time employee has no recall rights to full-time positions. A regular part-time employee loses all recall rights, if he or she refuses recall to a regular part-time position.

When a position is recalled, it shall be the lowest classification after employees previously recalled have had the opportunity to transfer to positions which have become open and to which they held prior to the layoff and in line with their seniority.

- G. Any qualified laid off Union member will be afforded the opportunity to test as an insider for all Civil Service positions in the Township after all processes for the affected bargaining unit have been completed.

6.2: The Employer shall post a list of the employees arranged by pay grades in order of employees' Union seniority. The list shall be posted on the enclosed bulletin board immediately outside of the Personnel Department offices. A copy of the list shall be provided to the Union. The list shall be updated once per year or as needed. Seniority date shall be the date hired full time or time accrued as a Union member.

6.3: Seniority shall be broken only by:

- A. Discharge, or
- B. Voluntary quit, or
- C. Layoff for a period of more than two (2) years, or failure to respond to a phone call, certified letter and notice to the Union for recall from layoff within five (5) days of receipt, or
- D. Absence for three (3) consecutive working days without notifying his/her employer shall be considered a voluntary quit. (In proper cases, exception may be made by the Employer), or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- F. A settlement with the employee has been made for total disability, or
- G. The employee is retired.

Additionally, employees will not accrue seniority during the following periods:

1. Approved unpaid personal leave of absence;
2. During layoffs;
3. Unpaid illness or sick leave beyond thirty (30) days except for duty-related injuries.

6.4: Any regular full-time employee who is transferred or promoted to a supervisory position shall not accumulate seniority while working in the supervisory position, but will retain his/her seniority accrued while a member of the bargaining unit. Effective on the date of the signing of this Agreement and for confidential positions provided for in this Agreement, employees' seniority shall be frozen as of the date of the signing of this agreement; provided, however, that confidential non-supervisory employees will be able to use their total combined seniority for purposes of benefits, transfer and promotion only. Upon transfer or demotion from the supervisory or confidential position, the individual will bump back to the bargaining unit position last held, if total bargaining unit seniority permits; otherwise, the individual will bump to the next lowest position, as seniority permits.

6.5: Dial-A-Ride, Community Development and other non-Civil Service Union employees shall be allowed to use their Union seniority for purposes of benefit accrual and testing/placement for Civil Service positions. Civil Service Union members may use their Union seniority to test or post for Dial A Ride, Community Development and other non-civil service Union positions. These employees shall be allowed to use their Union seniority for testing and placement for all Civil Service positions prior to positions being filled from the outside.

ARTICLE VII
JOB UPGRADING, PROMOTIONS AND NEW POSITIONS

7.1: This Article shall be the sole and exclusive method for effectuating intra-bargaining unit job upgrading, promotions, filling of vacancies and newly created job positions.

7.2: Vacancies. The Employer shall determine whether vacancies shall be filled.

7.3: Posting of Position Openings. This rule shall govern the procedure for filling positions (non-entry level) through the promotion examination and lateral transfer process.

The Township shall utilize postings for job openings.

All vacancies and newly-created positions will be posted for ten (10) working days. The posting will state the specific job, classification and location of the job.

The posting shall state whether the examination is a practical exam or otherwise, is written or oral, and what percentage each part of the exam will count toward the final grade on the exam.

All employees who have completed their initial Civil Service probationary period (including employees who have been laid off for a period of time not greater than two (2) years) and who have timely signed the posting shall be afforded the opportunity to test for job classification upgrading, promotion or transfer in the bargaining unit provided the employees meet the minimum requirements of the job as outlined in the posting.

Once the eligibility list is established and presented to the Department Head, the position shall be filled within thirty (30) calendar days. If position is being considered for elimination, Management will meet with the Union to discuss position elimination.

All applicants for openings either by promotion or lateral transfer must sign the posting before the closing date contained in the posting.

In cases of emergency when an employee is unable to sign the posting, a certified letter may take the place of signing the posting provided the letter is postmarked and received within the job posting period.

7.4: Eligibility List. The fields of work shall be those listed in "Exhibit A". The Union shall be notified of the creation of new fields of work.

Any bargaining unit employee with Civil Service status applying for promotion or lateral transfer within their field of work will need to take and pass only the practical skills tests if required.

The same allowance will be made for employees with Civil Service status who have held status in another field of work within their current period of service.

All other bargaining unit employees will be required to take the applicable examinations for promotions and/or entrance into a different field of work; however, if any of these employees have previously tested for the classification they may elect to stand on their previous passing score and be excused from re-testing. Employees exercising this option must inform the personnel director in writing.

Those candidates not available to take the promotional examination at the scheduled time because of extenuating circumstances may be afforded an opportunity to reschedule the examination with the approval of a Union executive member and the Township personnel director.

After the exam is scored, all candidates with a passing score shall be put on the eligibility list in seniority order. (Most senior being first, etc.) Test scores will not be posted. The eligibility list created from such posting shall be used for subsequent vacancies in the same classification at different locations.

Promotional examinations do not have to be given if: the current promotional/transfer list is less than twelve (12) months old; or, if the current list has been exhausted prior to the end of the twelve (12) month period and a new list has been established, in which case the new list will be utilized for the following twelve (12) month period. If a promotional/transfer list is not exhausted at the end of a twelve (12) month period, a posting opportunity will be made available and an examination will be given to update the existing list prior to the next opening in that classification being filled.

7.5: Part-Time Positions. When a part-time position is created, it shall be posted internally and to the outside.

If a part-time position becomes a regular full-time (Civil Service) position, the following rules apply:

If the position is an entry-level position, the regular part-time employee occupying the position shall be offered the opportunity to become a full-time employee for that position. If the employee doing the job declines the offer of full-time employment, or if there is no incumbent regular part-time employee doing the job, the position shall be posted internally, and, if not filled, to the outside.

If a regular part-time position becomes regular full-time and is assigned a higher hourly rate of pay than other regular full-time entry level positions within the Township, the position shall be posted and all current regular full-time employees receiving a lesser hourly rate than that assigned to the new position, shall have the right to apply for the new position for promotional/transfer purposes only.

7.6: Temporary/Seasonal Positions. If the temporary/seasonal position is to become a full or part-time position, the position shall be filled in accordance with the Civil Service Rules.

7.7: Job Upgrading. If the upgraded job is vacant, the job shall be posted and filled from the eligibility list like any other vacancy. If the upgraded job is currently filled by a bargaining unit employee, management has choice of three (3). The choice of three (3) will be comprised of the incumbent employee and an

additional two (2) most senior employees on the promotional eligibility list.

7.8: Selection. Management will select one of the three (3) employees standing highest on the eligibility list who is interested in the vacancy.

An interested employee is one who would accept the position if offered.

Should an employee reject an offered position, management may add the next person on the list to its choice of three (3).

7.9: Trial Period. The selected employee will be granted a six (6) month trial period to determine:

- A. The employee's desire to remain on the job.
- B. The employee's ability to perform the job.

The employer will have a periodic evaluation meeting with the employee to afford him/her with proper training.

If at any time during the six (6) month trial period the employee does not desire to remain on the job or the Employer determines that the employee is unable to properly perform the job duties as required for the position, the employee shall be re-transferred to his/her former position. Any other bargaining unit employee whose subsequent transfer was casually related to the initial upgrading of the re-transferred shall also be re-transferred to his/her former position.

The transfer or promotion shall then be awarded to an employee from a new cluster of the three (3) most senior candidates. New cluster of three (3) will be comprised of the two (2) remaining candidates and next most senior candidate on the eligibility list.

No position will be filled from the outside as long as there is an interested eligible bargaining unit employee on a list.

7.10: Clerical Employees. Clerical employees at the level I or II only may have their classification upgraded to the next level -- II or III. Such upgrading will not require posting or competitive testing. However, to be eligible for an upgrade, an employee must be in his/her position for at least five (5) consecutive years. Employee must qualify for position requiring special skills (i.e., typing, shorthand). Upgrading will be based on merit and the department head's recommendation which is subject to appeal to the Township's Administrative Committee. Upgrading will apply to an

individual as long as they are in that position. Upgraded employee will be available to do the work of similar levels. Only one (1) such upgrade per employee, per position, will not require posting or competitive ranking.

7.11: Testing of Probationary Employees. Probationary employees are persons who have not completed one (1) year of employment from their original date of hire in a regular position.

A probationary employee may post as an "in-house" candidate for posted vacancies; however, within the probationary employee's first six months of hire, the probationary employee's opportunity for promotion/transfer is after the eligibility list has been exhausted and the probationary employee will be considered along with the two highest ranking candidates from the open competitive eligibility list.

Probationary employees successfully competing in a selection procedure with "outside" candidates will:

Begin a new one-year probationary period effective with the date of assignment in the new classification.

Continue to receive all benefits provided on the date of employment in their original classification.

Retain their original date of employment as their Township seniority date.

ARTICLE VIII
DISCHARGE AND DISCIPLINE

8.1: The intent and purpose of the following is to provide a progressive disciplinary system where appropriate. The parties recognize that certain cases may require the imposition of non-progressive discipline based upon the severity of the offense while on duty (such as, but not limited to, dishonesty, lewd or obscene behavior, acts of physical violence, or being incapacitated or intoxicated on beverages or drugs). The parties recognize that discipline will not be imposed without just cause. Nothing in this Article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice to the Union after the time such action is taken.

If a member is suspended or discharged because of a positive result from a random or reasonable-suspicion drug test, the Township will follow the attached Drug Policy, Exhibit C.

8.2: Except for absence and tardiness (see Section 8.4 below), when disciplinary action is necessary, the employer will, where appropriate, use the following procedure:

- A. Written reprimand (copy of reprimand will remain in the employee's personnel file for twenty-four (24) months).
- B. One (1) to three (3) work day(s) off without pay.
- C. One (1) to ten (10) work day(s) off without pay.
- D. One (1) to thirty (30) calendar days off without pay.
- E. Discharge.

8.3: Records of written reprimands which are removed from the personnel file after twenty-four (24) months, will be retained in a separate file to be used strictly for statistical purposes, i.e., compliance with the terms of the Consent Decree or EEO compliance requirements. The records will not be used to enhance subsequent punishments.

8.4: Absence and Tardiness.

A. Tardiness.

- 1. An employee who fails to show up for work on time, without having previously secured the approval and consent of his/her supervisor shall be deemed tardy.
- 2. The first tardiness will not result in a docking of wages unless the individual is at least fifteen (15) minutes (.25 hour) late. However, the first tardiness may result in a documented oral reprimand.
- 3. A second tardiness within a thirty (30) calendar day period may result in a written reprimand and a reduction of wages for the amount of time actually late to the nearest .10 (tenth) of an hour.
- 4. Subsequent tardiness within a thirty (30) calendar day period may result in further progressive discipline as provided in Section 8.2, starting with Step #3, one (1) work day off without pay.

B. Absence.

1. An employee shall call in prior to their starting time. Failure to call in prior to starting time shall, unless there are extenuating circumstances, result in the employee not being paid for the day.

(Note: This does not apply to the tardy employee -- i.e., an employee who is a few minutes late.)

2. If an employee shall miss a second (2nd) day of work without calling in during a thirty (30) calendar day period he/she may, in addition to losing a paid workday, receive a written reprimand. If an employee shall miss a third (3rd) day within a sixty (60) calendar day period without calling in, he/she may be discharged. If, however, an employee demonstrates marked improvement in this area (i.e., no absences or tardiness) for a period of 120 calendar days from the date discipline was last imposed, then any further disciplinary action shall be commenced at Step #1 of the progressive disciplinary procedure.
3. Clerical employees will be allowed until 9:30 a.m. to call in, for purposes of this Paragraph, due to the Township Switchboard not being in operation until 8:30 a.m.
4. Employees will be supplied telephone and beeper numbers to notify employer of absence or tardiness.

8.5: Discharge or discipline must be by written notice and any employee may request an investigation as to his/her discharge or discipline and should such investigation prove that the employee was without fault, he/she shall be reinstated and compensated with full compensation, partial or no compensation as may be decided under the grievance procedure, however, if the employee is found with fault, the penalty shall stand unchanged. Appeal from discharge or discipline for any reason must be taken within three (3) working days of the happening of the grievance offense, by written grievance signed by the grievant, stating the specific provision of the contract and/or work rules alleged to have been violated, and is to be filed at Step 3 of the grievance procedure or with the Civil Service Commission. Grievances filed with the Civil Service Commission must relate to Civil Service Rules and

Regulations, and not be otherwise covered by this Agreement. If more time passes, then any grievance or complaint to Civil Service is time-barred. The employee may choose the Civil Service to redress a discharge, demotion or discipline related to Civil Service Regulations. If this is done, the employee will be construed to have elected his/her remedy and that remedy shall be the sole remedy that the Employee shall have and the Civil Service Commission procedure shall be final and binding. If an employee selects the grievance procedure to redress any discipline, discharge, demotion or other condition of employment then that procedure is the only procedure available to the employee and that procedure shall be final and binding upon the employee.

8.6: Upon request, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the employee or his/her designated representative may discuss the discharge or suspension with the Employer and his/her Union representative.

ARTICLE IX
CIVIL SERVICE ACT

9.1: The Civil Service Act and Rules established by the Township Commission, including any amendments thereto, shall apply unless specifically overruled or in conflict with the terms of this Agreement. Union will be allowed to nominate and submit a name to the Township Board for consideration for appointment to the Civil Service Commission.

ARTICLE X
GRIEVANCE PROCEDURE

10.1: It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

10.2: Should any grievances, disputes or complaints arise over the interpretation or application of the contents of this

Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By a conference between the aggrieved employee and the Union official or both and the immediate supervisor within one calendar week of the knowledge of the alleged grievance or when said knowledge could have been reasonably obtained. If the grievance is not settled after said conference, the grievance shall be reduced to writing, stating the specific provisions of the contract alleged to have been violated and signed by the grievant and presented to the Department Head.

Step 2. Upon receipt of the written grievance, a conference between Union representatives and the Department Head will be held within five (5) working days. The Department Head shall answer said grievance in writing within five (5) working days of said conference.

Step 3. If said answer does not settle the grievance or is not forthcoming within five (5) working days, the Union may appeal the grievance, in writing, within five (5) working days of the receipt of said answer or when said answer was due to the Township Supervisor or his/her designee, or the employee may appeal instead to the Civil Service Commission, if the matter concerns a Civil Service rule or regulation not otherwise covered by this Agreement.

Within five (5) working days of the receipt of such appeal, a conference shall be scheduled with the Township Supervisor or his/her designee, whose name in each instance shall be given to the Union, in writing, and the designee shall respond in writing to the grievance within five (5) working days of the conference.

If the employee's grievance concerns a Civil Service rule or regulation, not otherwise covered by this Agreement, a Civil Service hearing concerning the employee's grievance shall be scheduled at the earliest meeting date so that the Civil Service Commission can adjudicate the employee's grievance. A Civil Service determination shall be final and binding on the employee, the Union and the Township in accordance with Article VIII, Section 1.

If the Employee elects to appeal the grievance to the Township Supervisor, then Step 4 of the grievance procedure may be applicable.

Step 4. In the event that the grievance is not satisfactorily settled at Step 3 by the Township Supervisor, the Union shall give notice of its intention to appeal the grievance to arbitration to the Township Supervisor or his/her named designee within ten (10) working days of the receipt of the answer in Step 3, or the time when the answer was due. Within fifteen (15) working days of the Union giving notice of intention to appeal, the Union shall appeal the grievance to the American Arbitration association or the Federal Mediation and Conciliation Service; provided, however, that the parties may attempt to mutually agree upon a designated arbitrator prior to the Union filing its appeal.

All notices of an appeal must be given to the Township Supervisor or his/her named designee. The arbitration shall be conducted in accordance with the following procedures:

- A. The arbitration proceedings shall be conducted by the American Arbitration Association or the Federal Mediation and Conciliation Service under their respective rules then in effect. The parties shall attempt to agree upon which service to utilize for a particular grievance; if no agreement is reached, the union shall choose the service.
- B. The grievance and arbitration procedure provided for in this Agreement shall be the sole and exclusive remedy for the resolution of the grievance.
- C. Each party shall bear the full costs for its side of the arbitration, including payment of its witnesses and representatives and will pay one-half ($\frac{1}{2}$) of the costs for the arbitration; provided that the Township will pay the lost wages of one grievant and one Union Official who participate in the arbitration.
- D. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties.
- E. The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate except as provided in Article XXXIV.

- F. In the event the arbitrator finds that he has no power to rule on a case the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- G. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part nor contain a reference to statutes, decisions, regulations or other extra contractual matters not specifically incorporated in this Agreement.
- H. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.
- I. Either party may, prior to the decision of the arbitrator, state and the opposite party is bound to agree that the award shall not be a binding precedent in like or analogous situations.
- J. The arbitrator's decision shall be final and binding on the Union, the Employees and the Township.

10.3: The failure to file a grievance or to appeal within the time limits herein, unless extended in writing by mutual agreement of the parties, shall be deemed as settling the grievance based on the last answer or action of the Township.

ARTICLE XI
UNPAID LEAVE OF ABSENCE

11.1: Any employee desiring a leave of absence from his/her employment shall secure written permission from employer. The leave of absence shall be for thirty (30) calendar days and may be extended for good cause for additional thirty (30) calendar day periods, up to a total of ninety (90) calendar days. Permission for extension must be secured from the employer. During this period of absence, the employee shall not, without permission of the Employer, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except as otherwise provided in this Agreement. Management agrees to hold a Union member's position for a total of ninety (90) days. After the 90th calendar day, the

position may be permanently filled. An employee continuing on an unpaid leave of absence beyond the 90th day will have no claim or guarantee with regard to their former position.

11.2: Leaves for Union Business. 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, provided seventy-two (72) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. The Union president will be allowed two (2) days (pre-approved) without loss of pay to conduct Union business. 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 lack of available employees.

ARTICLE XII
STRIKES, SLOW DOWNS AND WORK STOPPAGES

No Employee, Union member or other agent of the Union shall participate in any manner or call or cause in any way a strike, slow-down, work stoppage or cessation of employment of any kind whatsoever. Participation in any manner whatsoever in such activities is prohibited and may result in immediate discharge of the participating employees.

ARTICLE XIII
MAINTENANCE OF STANDARDS

13.1: Based on funding, the Township will, to the extent possible, maintain all conditions of employment relating to wages, hours of work, differentials, and general working conditions 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 improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Township 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 notification of error.

13.2: Employees shall not be disciplined for refusing to cross a picket line to perform duties if the employee has good reason to believe that his/her health and safety is in jeopardy and the employee agrees, when confronted with this situation, to contact supervision for assistance as soon as possible.

ARTICLE XIV
RESIDENCY

The parties agree that there shall be no requirement that employees of the Township be residents of the Township. It is the intention of the parties that all durational and move-in residence requirements be rendered nugatory.

ARTICLE XV
MANAGEMENT RIGHTS

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

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

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

ARTICLE XVI
LOSS OR DAMAGE

16.1: Employees shall not be charged for the loss or damage of Township property unless proof of the Employee's negligence is shown.

ARTICLE XVII
EQUIPMENT, ACCIDENTS AND REPORTS

17.1: Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by the 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.

17.2: 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 a written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, the employer shall cause said equipment to be immediately checked before re-assignment and if thereafter the complaint received no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Township at Step 3 of the grievance procedure.

17.3: The Employer shall install heaters, defrosters and windshield wipers/washers on all trucks and keep same in operating condition.

17.4: When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the Supervisor to perform the work involved, the employee is to perform the work involved under protest and shall refer the matter to the Safety Committee for consideration and recommendation. Failure to act on the employee's protest shall be subject to grievance procedure Step 3.

An employee shall have the option to request the presence of his Union Official to observe work which he/she is ordered to perform which work violates department commonly observed safety practice. If the Union Official and department supervisor in charge mutually agree that the work required departs from commonly observed safety practices, the department supervisor will institute corrective action.

17.5: The Employer shall consider the personal safety of the employees in establishing operational procedures.

ARTICLE XVIII
GENERAL PROVISIONS

18.1: Employer agrees to allow Union Officials access to the Employer's premises during normal working hours for policing the terms and conditions of this Agreement, provided that the presence of these Union Officials shall not interfere with or interrupt the employees in the performance of their duties.

18.2: The Union shall have the right to examine relevant records of the Employer pertaining to a specific grievance.

18.3: The Employer agrees to respect the rules of the Union. During emergencies, supervisory personnel may perform work which is normally done by bargaining unit employees if such activity does not or will not result in reduction of the size of the represented work force.

18.4: All new regular part-time and regular full-time employees, except those positions specifically exempted, shall work under the provisions of this Agreement, with the first 12 months of employment or 12 months after a promotion from temporary status to regular status considered a probationary period. During the new employee's probationary period, he/she may be discharged without further recourse; provided, however, that the employer may not discharge or discipline probationary employees for the purpose of evading this Agreement or discriminating against Union members. After successful completion of the probationary period, the employee shall be placed on the regular seniority list. Probationary employees will be subject to the testing provisions contained in Article VII.

18.5: The Employer shall offer assignments by seniority within job classifications.

ARTICLE XIX
STEWARDS

19.1: The Union shall designate job stewards and alternates from the employee seniority list. The authority of the job stewards and alternates shall be limited to, and shall not exceed, the following duties and activities:

- A. Investigation and presentation of grievances, provided that the steward first receives permission for the investigation or presentation of grievances from his/her superior. This request for permission shall be granted within the 24-hour period following the request.
- B. Transmission of messages and information which shall originate with and are authorized by the local Union or its officers; provided such messages and information are not submitted during the steward's working hours, and
 - 1. have been reduced to writing; or
 - 2. 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. Postings on bulletin boards shall be permitted during working hours.

19.2: Although the Union may have more than one (1) Union officer or officer and steward in a department, the Township shall have the right to deny, based upon legitimate Township business needs, the right of more than one (1) employee to be away from his or her duties and assignments to perform Union business and activities at any one time.

ARTICLE XX
MILITARY SERVICE

20.1: Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and Amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of

the date he is discharged from such service with the United States Government.

20.2: Employees may utilize a window period until June 30, 1997 for the purchase of a maximum of four (4) years of military service time acquired, as reflected as Total Active Service on their military discharge Form DD 214. Employee's cost will be 5% of the employee's annual base rate of pay, as of April 1, 1997, for each year purchased. Partial years will be pro-rated using the same formula. This purchase is for the enhancement of the member's retirement benefit, and cannot be used to fulfill the requirement of years for vesting or 20-year early retirement. However, the purchased years may be used toward the 25-year requirement for early retirement.

ARTICLE XXI
SEPARABILITY AND SAVING CLAUSE

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

21.2: 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, upon the request of the Union, shall enter into immediate collective bargaining negotiations 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, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXII
COMMITTEES

22.1: Safety Committee. A Safety Committee shall be composed of two (2) Union Representatives and two (2) Employer Representatives who will meet once per quarter of year or as needed for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. Any two members may call

a meeting if necessary. A majority of members may cancel a meeting. Minutes of the meeting and recommendations will be sent to the administrative committee.

22.2: Quality of Work Life Committee. A Quality of Work Life Committee consisting of two (2) employees designated by the Union and two (2) Township representatives (at least one of whom will be an elected Township Official) will meet on at least a bi-monthly basis to discuss labor management relations, and problems of mutual concern. The committee can invite both labor and management representatives to discuss and answer questions with regard to job performance, discipline and policy. The goal of the committee will be the discussion of matters of mutual concern and the informed resolution of problems by a vehicle other than the grievance arbitration process. It is understood that this committee will not be taking management's place or limiting in any way, management's rights under this contract; the committee is not a policy-making group.

ARTICLE XXIII
OUT-OF-CLASSIFICATION WORK

23.1: The intent of this Article is to reduce the amount of overtime necessitated by absences and to increase flexibility in filling vacancies. For this purpose, the Township shall be permitted to utilize an employee for work within any other department, subject to the provisions of this Article.

23.2: Employees shall not be eligible to work out of classification while on probation, except in the case of an emergency or when all other eligible non-probationary employees are not available for the work.

23.3: When selecting employees for out-of-classification work, the Employer shall begin with the highest seniority qualified employee in each department who can perform the job.

If a department has available manpower and if no employee accepts the job, the lowest seniority non-probationary employee in that department, who, in management's sole assessment can perform the job, shall be assigned.

If an employee is assigned to work out of his/her classification by a department head or supervisor in a position which has a higher rate of pay than the employee's regular position, that employee will receive the higher rate of pay at the rate consistent with the current seniority level of the employee commencing with the first accumulated hour of work performed in a given working day. The employee shall continue to receive the

higher rate of pay until transferred to another classification or returned to his/her regular classification.

Employees temporarily transferred to a lower paying classification shall continue to receive wages at his or her current classification level.

For purposes of this Section, out-of-classification work means being assigned to a job classification differing from the employee's normal job classification whether it is higher paying, lower paying or comparable paying job classification.

23.4: When out-of-classification work is necessary for a foreman's position, the parties agree to the following procedures:

- A. The department requiring a foreman shall attempt to obtain a foreman from another department;
- B. If other foremen are not available, the department supervisor shall ask one of the three most senior employees within the requesting department to work as the acting foreman. If the person asked refuses the position, the choice will be from the remaining two and the next highest seniority employee.
- C. If none of the three most senior employees accepts the acting foremen's position, then the department supervisor shall ask one of the next three most senior employees within the requesting department to work as the acting foreman. The department supervisor shall continue this procedure until a foreman is selected or the lowest person is selected.
- D. If employee wishes to elect not to be considered to act as foreman, he/she may put his/her denial in writing. This letter will be valid for six months.

23.5: This Article does not apply to emergency call-in, cross-over work or other work which cannot be scheduled by the Township.

ARTICLE XXIV
TERMINATION OF AGREEMENT

24.1: This Agreement shall be in full force and effect from April 1, 1997 to and including March 31, 1999 and shall continue in full force and effect from year to year thereafter unless written

notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. The parties hereby agree to meet, to negotiate and discuss any proposed revisions to this Agreement no later than January 31, 1999.

ARTICLE XXV
UNION BARGAINING COMMITTEE

25.1: The Union Bargaining Committee shall consist of four (4) members and an agent or representative of the TPOAM.

ARTICLE XXVI
HOLIDAYS

26.1: Full-Time. Full-time employees covered by this Agreement shall be granted the following holidays with pay at straight time rates, including differential.

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Friday after Thanksgiving (in lieu of Veteran's Day)
President's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Year's Eve
Independence Day	*Employee's Birthday
Labor Day	

* Effective April 1, 1997, the Employee's birthday holiday will become an annually-designated holiday (by contract); and if not designated, it will become a floating holiday to be used at each employee's discretion.

Fiscal Year 4/1/97 - 3/31/98
Employee birthday will be designated as 12/26/97

Fiscal Year 4/1/98 - 3/31/99
Employee birthday will be a floating day

Any full-time employee required to work on any of the holidays granted shall be paid two (2) times his/her hourly rate and in addition, he/she shall receive his/her holiday pay.

Part-Time. Part-time employees covered by this Agreement shall be granted the above-listed holidays depending on the number of hours they have worked per day for the three weeks prior to the holiday (either four (4) hour or eight (8) hour day).

Any part-time employee required to work on one of the above-listed holidays shall be paid two (2) times his/her hourly rate and in addition, he/she shall receive his/her holiday pay, except for employees listed in Article 2.3B1.

26.2: Employees must work the preceding scheduled work day before a holiday and the succeeding scheduled work day after a holiday or be on approved leave. Otherwise, no holiday pay will be granted.

26.3: Should a paid holiday fall on a Saturday, then the Friday preceding that day will be taken as the paid holiday and, if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

ARTICLE XXVII
VACATIONS

27.1: The Department Heads shall be responsible for the scheduling of vacation time in their respective departments, and they shall post an annual vacation schedule indicating the available vacation times. Vacation selection within a department shall be by Township seniority. Employees who are new to a department cannot exercise their seniority right until the next fiscal year.

It shall be the responsibility of each employee to make a request for vacation time. Vacation requests shall be submitted to the Department Head not prior to January 1st. Employees will attempt to request 1st vacation selection by March 15th of each year. An approved list of vacations shall be posted not later than April 1st. Employees who are requesting vacation time in the months of January, February or March, must submit their request no earlier than December 1st nor later than December 31st of the previous year. An approved list of these vacation requests shall be posted not later than January 7th. Employee seniority shall prevail when duplicate requests for vacation time are made. The approved lists shall not be changed after posting, except by mutual agreement of employees and department head involved.

At the discretion of the supervisor and only upon request of an employee, vacation time may be changed at any time during the year if work schedules permit and as long as no other employee's vacation is disrupted.

In the Water Department, barring manpower needs, sick leaves or other manpower shortages or leaves, at least two people shall be allowed to take vacation between Christmas and New Year's.

27.2: Vacation Benefits.

A. Full-Time Employees.

1. Employees who have completed one (1) year of service shall be granted twelve (12) working days vacation without loss of pay.
2. Employees who have completed five (5) years of service shall be granted fifteen (15) working days vacation without loss of pay.
3. Employees who have completed ten (10) years of service shall be granted eighteen (18) working days vacation without loss of pay.
4. Employees who have completed fifteen (15) years of service shall be granted twenty (20) working days vacation without loss of pay.
5. Vacation time for all employees (including new hires) will be accrued on a monthly pro-rated basis and will be available to use as earned. Vacation time will be reflected on pay stubs as soon as possible.

B. Regular Part-Time Employees

1. Regular part-time employees who work at least eighty (80) hours in a calendar month shall receive leave time according to seniority, as follows:

1 through 4 years	5 hours per month
5 through 9 years	6 hours per month
10 through 14 years	8 hours per month
15 years and over	10 hours per month

The above leave hours will be accrued and available for use monthly. This time will be used for sick, vacation or personal leave and must be used on regularly-scheduled days.

Part-time employees may carry over an amount equal to the current fiscal years' accrual of leave time into the next fiscal year.

27.3: Vacation and Absence.

- A. Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- B. Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation day for the first month only and his/her vacation then will be figured on a pro-rata basis upon his/her return to work.

27.4: Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

27.5: For full-time employees, vacation days can only be accumulated and carried over in an amount not to exceed thirty (30) days, plus the employees current fiscal year's accrual less any days used, at the end of the fiscal year. Permission to carry over any additional time must have been granted (in writing prior to the end of the fiscal year) by the Township Administrative Committee, which has final approval or denial.

27.6: In case of retirement, resignation or death of an employee, he/she or his/her estate will be paid for the unused vacation days which have accumulated to his/her credit on a pro-rata monthly basis.

27.7: All full-time employees who have completed one (1) year of service who are not charged with more than four (4) days sick leave during any one fiscal year will be credited with an additional three (3) days of vacation period.

ARTICLE XXVIII
SICK LEAVE

28.1: Regular Full-Time Employees. All regular full-time employees shall accumulate sick leave at the rate of one and one-half (1- $\frac{1}{2}$) days for each complete month of service with accumulation being limited to 300 days.

28.2: Regular Part-Time Employees. See Section 27.2B

28.3: Sick Leaves and Holidays. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday period. The employee will not be paid for both a sick

day and holiday on that same day, nor will the employee be charged for a day of sick leave.

28.4: Sick Leave Payouts. (In the event of termination of employment).

A. Employees hired before April 1, 1989:

One hundred percent (100%) of the unused accumulated sick leave, up to a maximum of 120 days (100 days for those employees hired after June 17, 1986), will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. In no event shall an employee receive more than 120 days (100 days for those hired after June 17, 1986), if he/she has accumulated 120 days or more. An employee with less than 120 days accumulated (100 days for those employees hired after June 17, 1986) shall be paid for all days accumulated.

B. Employees hired after April 1, 1989:

One hundred percent (100%) of the unused accumulated sick leave, up to a maximum of one hundred (100) days will be paid in cash to the employee at the employees current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate.

Employees with less than five (5) years of service time will not receive any payment of unused sick time.

28.5: Use of Sick leave. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

- C. Sick leave for medical reasons or dental extractions or treatment may be taken in one (1) hour increments with approval of the employee's supervisor/department head.
- D. Sick leave will be authorized when an employee is taken ill on the job.
- E. In addition to being used for personal illness or medical appointments, sick leave may also be used to care for immediate family members (spouse, child, stepchild, parents), or other dependents in the employee's household, suffering from an illness or injury. Only one (1) Township employee per family may utilize dependent care sick leave at one time. Department head may request after the second (2nd) day of absence, written substantiation of the medical condition.

28.6: An employee absent for more than one (1) month due to injury or illness will earn a sick leave day for the first month only.

28.7: Doctor's approval to return to work will be required after an absence of five (5) consecutive full work days or more.

Doctor's approval may be required to return to work after six (6) sick occurrences within any twelve-month period in which each absence is one or more full days.

28.8: Workers' Compensation.

A. In the event any employee is injured while in the service of the Township, he/she shall receive the difference between his/her full pay and his/her Workers' Compensation for the period of his/her disability, not to exceed one (1) year. Thereafter, he/she shall receive Workers' Compensation for the length of his/her injury if eligible under the Workers' Compensation statute. Management will attempt to place disabled employee on light duty for a period of not longer than one (1) year. Within this one (1) year, the Township will attempt to retrain and place the disabled employee in another position without disrupting another employee or realizing a promotion. Education will fall within the guidelines of the education allowance. (Article 33.3)

28.9: Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work and perform his/her previous job duties. It is the policy of the Township not to discriminate against any employee on the basis of handicap as defined in the Michigan Handicapper's Civil Rights Act.

ARTICLE XXIX
PERSONAL LEAVE DAYS

29.1: All full-time employees hired shall be entitled to take personal leave days in accordance with the following schedule:

- A. After one year of service - 2 days per year;
- B. After two years of service - 3 days per year;
- C. After three years of service and thereafter - 4 days per year.
- D. Personal leave time for all employees (including new hires) will be accrued on a monthly basis and will be reflected on pay stubs as soon as possible.

29.2: Employees must give their department head/supervisors reasonable notice of their intent to use personal days. Employees must secure the prior approval of their Department head; such approval shall not be unreasonably denied.

29.3: Personal days may be used for any purpose. Personal days will accrue beginning on April 1st of each year; and an employee may only carry over into the next fiscal year an amount equal to the current fiscal year's accrual of personal leave time.

29.4: Personal days may be taken in one (1) hour increments with the employee's supervisor's approval.

ARTICLE XXX
JURY DUTY & WITNESS FEES

30.1: An employee shall receive his/her full pay during the period he/she is called for jury duty or to serve as a witness in court. Any monies collected (not over \$20.00 per day) for the performance of jury service and appearing as a witness may be retained by the employee. Such monies received shall be in lieu of parking, mileage, meals, etc. Subpoena fees for the production of

paragraph is not applicable when an employee's involvement in a law suit is not sanctioned by the Township. (Employees will be allowed to retain any actual expense reimbursements received, e.g., mileage).

ARTICLE XXXI
BEREAVEMENT LEAVE

31.1: If a death occurs, an employee will be allowed to use sick, vacation, or personal time for bereavement purposes up to five (5) full working days from the date of death to attend the funeral. Use of sick, vacation, or personal time will not be unreasonably denied for bereavement use. Time in excess of five (5) days may be requested subject to department head's approval. Denial may be appealed to the Administrative Committee. Name and relationship to the employee must be supplied to the department head. Use of sick time for bereavement (for up to five (5) days only) will not be used against employee with regard to doctor's approvals (Article 28.7), or bonus vacation days (Article 27.7).

ARTICLE XXXII
OVERTIME AND HOURS WORKED

32.1: The work week shall commence for bookkeeping purposes at 12:01 a.m. on Monday. The regular work week is established as eight (8) hours a day, five (5) days a week from Monday through Friday, with a paid lunch hour - one half hour for labor field of work. (Except for Township operations which are normally required to be open on a Saturday or Sunday).

32.2: The following will be the scheduled work hours:

Clerical, Inspection, Grants	8:30 am to 4:30 pm
Water, Parks, Maintenance, Arena-day shift	7:00 am to 3:00 pm
Sanitation, D.P.W., Dial-A-Ride	7:30 am to 3:30 pm
Arena, Grants afternoon shift	start 2:00 pm & after
Regular part-time	scheduled as needed

However, the Employer reserves the right to change the starting and quitting times of the regular work day providing it does not exceed one (1) hour from the regular schedule above and further provided that the changing of the hours is not for the purpose of evading overtime or undermining the Union.

32.3: Four (4) day work week: The Township and the Union agree to utilize a four (4)-day, ten (10) hour work week. This schedule will be used only with the approval of the affected employee(s) and the department head. Any employee agreeing to participate in a

four (4) day work-week program will only be paid overtime for hours worked in excess of ten (10) hours in any one (1) day, or over forty (40) hours per week. (The Township's obligation to pay overtime for more than eight (8) hours of work in a day shall not apply to those employees participating in the four (4) day a week/work-week).

32.4: Approved paid leave time shall be considered time worked for overtime purposes. Overtime pay will be one and one-half ($1\frac{1}{2}$) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day or over forty (40) hours per week. Overtime will be paid in .25 hour (15 minute) increments. To be eligible to receive overtime, the work must be assigned by the supervisor or department head, and the employee must work at least eight (8) minutes.

32.5: Time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked on the sixth workday of the individual's scheduled work week.

32.6: Double time shall be paid for all hours worked on the Seventh day of the individual's work week.

32.7: An employee reporting for call-in duty shall be guaranteed a minimum of two (2) hours pay, at the appropriate rate, as provided in this contract.

If emergency call-back duty is after 11:00 P.M. or on a contractual holiday, the employee shall be guaranteed three (3) hours pay at the appropriate rate of pay.

32.8: The distribution of emergency duty overtime work shall be equal. In the event a crew cannot be assembled after the last employee is called, then employees will be called in reverse order of seniority and employees must report for emergency duty until the crew is assembled.

32.9: Overtime work will be permitted only when authorized by a foreman.

32.10: The Employer reserves the right to deviate from the regular schedule of work in cases of emergency.

32.11: All employees shall receive fifteen (15) minutes of break time in the morning and fifteen (15) minutes of break time in the afternoon with an additional fifteen (15) minutes of break time between the tenth and eleventh continuous hour of work. After 12 continuous hours of work, employees will receive an additional one-half ($\frac{1}{2}$) hour paid lunch break.

32.12: The Department Supervisor within the department in which the overtime is to be worked, by classification and seniority, highest seniority first, shall request employees of each classification necessary to work.

The Township shall attempt to equalize overtime as nearly as practical among employees holding like job classifications within a single department division. Whenever overtime is required, the person with the least number of overtime hours in that classification within a single departmental division will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged at the maximum number of hours of any employee working during that period. Employees newly entered in a group as a new hire, a transferred or promoted employee shall be credited with the highest number of hours of the equalization group which he/she enters. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

A list showing the total number of hours of overtime worked by each employee shall be made available to employees. This list shall be updated any time overtime hours are worked. This list will be maintained by departmental secretary/payroll person. This list will be used for informational purposes.

It is understood and agreed that an employee working on a job at the end of a shift upon which job overtime is required that day shall be given the first opportunity to work such overtime notwithstanding any provision of this Agreement to the contrary.

Employees accepting overtime must accept all hours offered.

Any employee who is excused from work due to illness, vacation or other paid leave time shall not be eligible to be called for overtime work, without the consent of the Township, until that employee returns to work for one (1) complete work shift following such absence.

In the event that a Department Supervisor, in such Supervisor's discretion, seeks overtime assistance from employees of other departments, this will be accomplished in accordance with the out-of-classification provisions contained in this contract, with the understanding that an employee assigned to an out-of-department job shall have the first option of working overtime on that job. However, it is understood and agreed that the Township specifically retains the right to utilize non-Township employees for unclassified election work.

The Township agrees to address and negotiate a policy on fatigue time to be adopted through a letter of understanding.

32.13: There shall be a shift differential of twenty-five (25¢) cents per hour for shifts starting between 1:59 p.m. and 7:00 p.m. Shifts starting on or after 7:00 p.m. will have a shift differential of thirty (30¢) cents per hour.

32.14 The Fair Labor Standard's Act will be addressed with a letter of understanding at a later date.

ARTICLE XXXIII
GENERAL

33.1: Inspector's Vehicles. The Township agrees to supply vehicles for the inspectors and ordinance officers. If, however, these individuals have to use their own vehicle, because of the unavailability of a Township vehicle, due to repairs, etc., they will receive \$6.00 per day. If the repairs to the Township vehicle cannot be completed within ten (10) working days, employees will receive compensation at the rate of \$9.00 per day beginning with the 11th working day (no retroactive adjustments will be made).

All other employees who use their automobiles to perform Township duties will receive the rate of \$6.00 per day for each day they are required to use their automobiles. This will be total compensation and employees will purchase their own gasoline.

33.2: Longevity.

A. Accrual. Upon completion of five (5) years of service, each full-time employee shall receive, annually, the sum of three hundred (\$300.00) dollars representing longevity pay, which shall be considered an inducement to remain in the Township service. For each succeeding year of service, an employee shall receive an additional sixty (\$60.00) dollars per year in longevity pay.

Regular part-time employees who become full-time employees without a break in service will accrue seniority toward longevity of one month for each month of part-time service that the employee worked at least eighty (80) hours.

A new five (5) year period will be required upon rehire to the Township in cases where there was a voluntary termination.

- B. Payment. Longevity, for all TPOAM employees, will be paid one time (1x) per year, in December (not later than the second pay period in December).
- C. Termination. Upon termination of employment for any reason except for cause, longevity payments shall be pro-rated for the year of termination and the appropriate amount paid to the employee, or in the event of his/her death, to his/her heir or estate.

33.3: Educational Assistance. The Township will provide education assistance funds, for Township-related education, to non-probationary employees. The assistance shall be in the form of a tuition/expense refund subject to the following restrictions:

- A. Maximum refund per calendar year -- \$600.00;
- B. Management must approve the course; and
- C. Employee must successfully complete course. (If course is graded, employee must receive a grade of "C" or equivalent score or better.) Refund must be for tuition, lab and other fees incidental to the course.

ARTICLE XXXIV
WAGES

34.1: The following increase is based on the highest wage rate for each classification with the ratio between starting and subsequent years wages remaining the same.

First Year of the Contract. Beginning April 1, 1997, employees' wages will increase two and eight tenths percent (2.8%).

Second Year of the Contract. Beginning April 1, 1998, employees' wages will increase an additional two and eight tenths percent (2.8%).

Current Building Inspector IIIs', Chief Building Inspector V, Chief Electrical Inspector V and Chief Plumbing and Mechanical Inspector V will receive an additional one (\$1.00) dollar per hour increase to be effective April 1, 1997.

Building Inspector III position will continue to have a five (5) step pay grade (starting through 4th year) with a 5% differential between each step. Chief Inspector positions will only have one (1) level of pay grade.

The newly-created Community Development Aide position will have a three (3) step paygrade (starting through 3rd year) with the maximum wage to be \$7.00 effective April 1, 1997. Current employee, Debra Reel, will be placed at the 4th-year level.

Part-time Zamboni/Arena Maintenance I position and Part-Time Animal Control Officer position will have the following pay scale: Starting \$8.00/hr., 1st year \$8.40/hr., 2nd year \$8.82/hr. effective April 1, 1997.

34.2: If the Township wishes to hire a Building Inspector III and the starting rate is not competitive, management may offer more pay upon notification to the Union. In no case will management pay a new employee more than a current employee in the same classification.

ARTICLE XXXV
HEALTH, WELFARE AND PENSION

35.1: Health Insurance. The Township will provide to its employees the following health care benefits:

- A. Full Blue Cross/Blue Shield MVF II or comparable coverage with riders, including master medical and prescription drugs, (as utilized under current practices, as of the date this agreement is signed), for the employee, employee's spouse, and employee's dependents. However, the employee will be required to pay the cost of the health care coverage for their parents and/or parents-in-law, providing the person qualifies under the terms of the insurance program;
- B. To all employees, his/her spouse and dependents, a Blue Cross/Blue Shield optical program, as utilized under current practices, or comparable coverage;
- C. To all employees, his/her spouse and dependents, dental insurance providing 75% for routine dental treatment, 50% for major dental treatment and 50% for orthodontics with the limits utilized under current practices, or comparable coverage.

The annual and lifetime \$1,000 dental maximums agreed to in the previous Township/TPOAM labor agreement are increased to \$2,000, respectively.

- D. To all employees and his/her spouse and dependents, cancer screening (including pap tests, mammograms, annual PSA screening for men age 40 and older).

35.2: Those employees selecting the traditional BC/BS plan will:

- A. Pay a five dollar (\$5.00) prescription co-pay.
- B. Pay \$250.00 per person, \$500.00 per family deductible on Master Medical Plan with a 90/10 reimbursement plan.
- C. Pay \$1.00 per week if single, and \$2.00 per week if family.
- D. Those employees selecting an HMO will continue the same plan with no changes and no weekly payment.
- E. Add optional dental maintenance program.

35.3: Management may add the following cost containment requests to health insurance programs:

- A. Second (2nd) surgical opinion;
- B. Pre-certification;
- C. Case management.
- D. The Union agrees to be involved in the review of a flexible benefit plan, and will consider a re-opener when a complete program is available.

35.4: Retirees. The Township currently provides at no cost to retirees, and their spouses: Blue Cross/Blue Shield MVF II with Master Medical and prescription drug riders or comparable coverage with riders. Retirees will be allowed to continue vision and dental plan with a fifty percent (50%) contribution.

- A. With regard to retirees prior to 4/1/88, Union and Management agree to ask all Township retirees, (and their spouses), to utilize as primary coverage the Medicare program(s) available.
- B. Employees retiring after 4/1/88 shall apply, upon becoming eligible, for Medicare benefits, which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this agreement, so long as the retiree shall suffer no reduction in health insurance coverage or cost as a result of exercising this option.

- C. Effective 7/1/95, retiring employees must have been receiving health insurance through the Township for a period of ten years immediately preceding their retirement to be eligible for Township paid health insurance.
- D. Effective 4/1/95, employees terminating their employment with the Township and vest/defer their pension will not receive health benefits paid by the Township. This does not apply to those employees that have vested and deferred their pensions prior to 4/1/95. For those employees who have vested/deferred their pension prior to 04/01/95, the Redford Township health insurance plan will become secondary coverage should the vested/deferred employee have access to another health insurance. The Township of Redford through their medical program shall, in all cases, insure that the vested/deferred employee (prior to 04/01/95) shall have medical coverage at least equal to that which he/she enjoyed as a Redford Township employee.

35.5: Life Insurance. The Township shall provide, at no cost to the employee while the employee is in the Township service, a Twenty Thousand and no/100 (\$20,000.00) Dollar Group Life Insurance Policy.

- A. Retirees will be given a Two Thousand (\$2,000.00) dollars term life insurance plan at no cost to the retiree up to age 65.

35.6: Pursuant to statutory provisions and regulations governing the Municipal Employees Retirement System (MERS), the Township will provide the following benefits:

- A. Zero percent (0%) employee contribution.
- B. F-50/25, age 50 with 25 years of service with no penalty.
- C. F-55/20, age 55 with 20 years of service with no penalty.
- D. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by 3).

- E. Effective 4/1/95:
 - 1. B-4 program (2.50 multiplier).
 - 2. 8 year vesting program.
- F. Effective at time of adoption by M.E.R.S., 25 years of service and out, with no penalty.
- G. Effective with the signing of this agreement, the Township will provide annuity withdrawal and payout of accrued sick time to be figured in retiree's final average compensation through the M.E.R.S. System.
- H. Regular part-time employees will accrue M.E.R.S. pension seniority of one month for each month that the employee works at least eight (80) hours.

The Township agrees that in the event of layoffs of bargaining unit employees, it will attempt to open a window period for early retirements.

35.7: Township to pay for Commercial Driver's License fee over and above the basic operator's license of employees required to obtain CDL. Payment is a reimbursement and the costs of time extension and multiple attempts are not reimbursable. Employees who are not in possession of a valid CDL license will be unable to drive any vehicle which requires the CDL license for operation.

35.8: Township to provide for OSHA approved prescription and non-prescription safety glasses; affected employee must wear or face discipline; employee must replace if lost or damaged due to employee's negligence. Limit of one pair every two years.

ARTICLE XXXVI
UNIFORMS

36.1: Effective 04/01/96, Township will supply uniforms including footwear (one pair per fiscal year) to those employees listed on Exhibit B - Uniforms. Effective 04/01/97, footwear will be supplied by way of a \$120 voucher per year. Carharts will be supplied to employees required to work outside and will be replaced as deemed necessary by the Department Head.

36.2: The Township, in its sole discretion, shall determine the composition of the work uniform. Employees who fail to report to work in their proper uniform may be subject to discipline. Discipline may include sending the employee home without pay.

36.3: All employees shall be required to maintain a clean and neat appearance and to wear proper uniforms and boots at all times that they are working for the Township. If an employee has received reimbursement for uniforms and boots pursuant to Section 36.1, he/she shall be required to wear those boots or uniforms during work hours.

ARTICLE XXXVII
TEMPORARY/SEASONAL EMPLOYEES

37.1: This Article is written so that management and Union have the same understanding regarding the use of temporary/seasonal employees. Any reference to temporary/seasonal employees contained elsewhere in this labor agreement shall be subordinate to this Article.

37.2: Temporary/seasonal employees are those employees who have not tested for their positions through the Civil Service selection process, except those employees designated as regular part-time Union employees.

37.3: Temporary/seasonal employees shall be required to sign a form acknowledging that they are not members of the TPOAM, and that they are not represented by the TPOAM.

- A. Temporary employees are those employees hired to fill a vacant TPOAM position due to paid or unpaid leave of absence, disability or suspension. Furthermore the Employer may, in the absence of a qualified full-time employee on an eligibility list, fill a vacancy with a temporary employee, but for no longer than forty-five (45) working days pending the completion of the procedures as set forth in Article VII, provided, however, the Union and the Employer, by mutual agreement in writing, may extend said period. Temporary employees will not be used to avoid crossover pay. However, temporary employees may be hired for special projects. Any special project exceeding a six month period will be negotiated with the Union.
- B. Seasonal employees are those employees hired to fill positions where the work is required less than ten (10) months per year.
- C. The number of seasonal positions will be limited to those approved by the Township Board of Trustees in the annual budget. The budget must indicate the number of positions by department and the duration

of employment for each position. The Union will be notified as to the approval prior to April 1st of each year.

- D. A person hired to fill a seasonal position will only be permitted to work in one department per twelve (12) month period.

37.4: The use of seasonal employees shall be limited to the following conditions:

<u>Areas of Work</u>	<u>Length of Season</u>
Ice Arena Concession	August through May
Ice Arena Skate Guards & Attendants	Mid Summer opening through Spring closing
Ice Arena Skating Instructors	To coincide with scheduled skating lessons and ice show
D.P.W. Maintenance	May 1 through October 31
Recreation Concessions (Claude Allison & Capitol Parks)	April 15 through September 15 and for special events
Parks Maintenance	April 1 through November 15
Recreation Programs	
- Playground Program Coordinators & Counselors	June through August
- Sports Programs i.e., Volleyball, Baseball Swimming, Softball	Coinciding with program

Seasonal employees will not be offered work in excess of forty (40) hours per week unless all members of this bargaining unit in affected field of work are first offered opportunity for overtime.

Any seasonal/temporary position in any department having the appearance of being year round full-time or part-time will be considered a regular position under Civil Service for hiring and become a member of this bargaining unit.

Any deviation from the aforementioned must be approved by the Township Board of Trustees and negotiated with the Union.

ARTICLE XXXVIII
INSURANCE BENEFITS UNDER THE MICHIGAN NO-FAULT ACT

38.1: The intent of this section is to prevent the Township from having to pay duplicate benefits to an employee arising out of a motor vehicle accident.

In the event an employee is injured in a motor vehicle accident in the course of the employee's duty, so as to be eligible for personal protection insurance benefits under the Michigan No-Fault Act, MCLA 500.3101, et seq., payable from the Township, any Workers' Compensation benefits and duty disability benefits to which the employee may be entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury.

This provision shall not be construed to prevent an employee from recovering damages from a third party or parties who may be responsible for the injury and any such damages shall not be subtracted from personal protection insurance benefits otherwise payable for the injury.

XXXIX
LETTERS OF UNDERSTANDING

CHANGES TO THE CONTRACT AND LETTERS OF UNDERSTANDING

39.1: The parties agree that all changes, supplemental agreements, or amendments to this contract as well as all letters of understanding must be executed in accordance with the following:

- A. For the Township - All documents must be signed by the Township Supervisor or the Deputy Supervisor and the Clerk or the Deputy Clerk. One of the signatories must be, however, an elected Township official. The document may not be executed only by deputy officials.
- B. For the Union - The document must be signed by the Business Agent and one (1) member of the local Union's executive board or by two (2) members of the executive board.

ARTICLE XL
TERM OF AGREEMENT

40.1: This agreement shall be effective April 1, 1997 and continue in full force and effect until March 31, 1999.

40.2: IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of April, 1997.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

CHARTER TOWNSHIP OF REDFORD


Robert C. Wines
Business Agent


Kevin F. Kelley
Supervisor

REDFORD TOWNSHIP TECHNICAL,
PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION


Donna Bartholomew
President


Marilyn Heldenbrand
Clerk

Board Motion: 97:118

EXHIBIT A

Fields of Work

Clerical Field

Switchboard	Account Clerks II, III & IV
Tax Clerk I	Asst. Assess. Clerks II & III
Office Clerk I, II & III	Departmental Secretary III
Staff Clerk II & III	Payroll Clerk IV
Election Clerk II & IV	Departmental Aide IV
Assessor Level I	Data Systems Technician
Sr. Citizen Clerk	

Laborer Field

Mechanics Helper	Parks Leader III
Custodian I & III	General Maintenance II & III
Utility I & II	Meter Reader
DPW Maintenance Worker I & II	Sanitation Equip. Oper/Leader
Parks Maintenance Worker I	Utility Leader III
Sanitation Worker II	Stock Controller III
Mechanic IV	Maintenance Operator III
Heavy Duty Truck Mechanic V	Utility Operator III
Communications/Vehicle Technician	Zamboni/Arena Maintenance
	Building Maintenance Leader III

Protective Inspection Field

Enforcement Officer V	(Chief) Bldg Inspector V
Animal Control Officers	(Chief) Electrical Inspector V
(Chief Plumbing/Heating/Refrigeration Inspector V	Inspector III

Grant Field

Grants Employees
Community Development Employees

Dial-A-Ride Field

Dial-A-Ride Employees

EXHIBIT B

UNIFORMS

Custodian I, Mechanics Helper
Utility I/Meter Reader
DPW Maintenance Worker I
Parks Maintenance Worker I
Sanitation II

Utility/Meter Interim

DPW Maintenance Worker II
Parks Leader III
General Maintenance II
Custodian III

Utility Worker II
Sanitation Equip Operator/Leader
General Maintenance III

Utility Leader III
Stock Controller III
Building Maintenance Leader III

Maintenance Operator III

Mechanic IV
Communications/Vehicle Technician

Utility Operator III
Heavy Duty Truck Mechanic V

Enforcement Officer V
Animal Control Officers

EXHIBIT C

REDFORD TOWNSHIP

DRUG TESTING POLICY

1. Should an employee be randomly selected for a drug or alcohol test, they shall be tested only for the substance they were selected for.
2. Once the original number of randomly-selected employees are tested, either from the original pool or alternates, no further testing shall be done except on a reasonable-cause basis.
3. No tests to be administered except by random selection or for reasonable cause.
4. If an employee tests positive, a second confirming test will be administered at a different laboratory at the Township's expense.
5. The complete testing results showing parts per million of the substance in question, along with all correspondence from the laboratory, shall be furnished to the employee within one (1) business day of the Township's receipt of the written results.
6. Random testing intervals shall be administered according to pertinent law requirements.
7. Supply the written policy to all employees explaining how the employees will be selected for testing, how the test will be administered and the procedure to be followed should an employee test positive.

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
SWITCHBOARD (PART TIME)	04/01/97	2.8%	18071.32	19544.15	20946.84	22419.66	23892.04
			8.69	9.40	10.07	10.78	11.49
	04/01/98	2.8%	18577.32	20091.39	21533.35	23047.41	24561.02
			8.93	9.66	10.35	11.08	11.81
TAX CLERK (PART TIME)	04/01/97	2.8%	19474.01	20829.95	22256.01	23635.33	25038.02
			9.36	10.01	10.70	11.36	12.04
	04/01/98	2.8%	20019.28	21413.19	22879.18	24297.12	25739.08
			9.62	10.29	11.00	11.68	12.37
OFFICE CLERK I	04/01/97	2.8%	20292.25	22279.39	23588.57	24897.75	26627.73
			9.76	10.71	11.34	11.97	12.80
	04/01/98	2.8%	20860.43	22903.21	24249.05	25594.89	27373.31
			10.03	11.01	11.66	12.31	13.16
OFFICE CLERK II ELECTION CLERK II	04/01/97	2.8%	23728.84	25809.50	27282.32	28825.28	30905.94
			11.41	12.41	13.12	13.86	14.86
STAFF CLERK II ACCOUNT CLERK II ASST ASSESS CLRK II	04/01/98	2.8%	24393.25	26532.17	28046.22	29632.39	31771.31
			11.73	12.76	13.48	14.25	15.27
DEPT SECRETARY III ACCOUNT CLERK III	04/01/97	2.8%	24762.34	27054.32	28604.77	30177.70	31818.03
			11.90	13.01	13.75	14.51	15.30
	04/01/98	2.8%	25455.69	27811.84	29405.70	31022.68	32708.93
			12.24	13.37	14.14	14.91	15.73

ALL WAGES SHALL BE RETROACTIVE TO 04/01/97

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
			LEVEL UPGRD I TO II		LEVEL UPGRD II TO III		
5YR POSITION UPGRADE	04/01/97		30905.94		31583.90		
			14.86		15.18		
	04/01/98	2.8%	31771.31		32468.25		
			15.27		15.61		
ELECTION CLERK IV	04/01/97	2.8%	26206.92	28123.93	29760.41	31373.50	33641.18
ACCOUNT CLERK IV			12.60	13.52	14.31	15.08	16.17
PAYROLL CLERK IV	04/01/98	2.8%	26940.71	28911.40	30593.70	32251.96	34583.13
DEPT AIDE/SEC IV			12.95	13.90	14.71	15.51	16.63
ASSESSOR LEVEL I							
DATA SYS TECH	04/01/97	2.8%	25927.34	27547.80	29168.26	30788.72	32409.18
			12.47	13.24	14.02	14.80	15.58
	04/01/98	2.8%	26653.31	28319.14	29984.97	31650.80	33316.64
			12.81	13.61	14.42	15.22	16.02
PART TIME WORKERS							
ZAMBONI/ARENA MAINT	04/01/97	2.8%	16640.00	17472.00	18345.60		
ANIMAL CNTRL OFFCR			8.00	8.40	8.82		
	04/01/98	2.8%	17105.92	17961.22	18859.28		
			8.22	8.64	9.07		
MECHANIC HELPER	04/01/97	2.8%	19779.76	21727.94	22988.53	24272.04	25991.02
			9.51	10.45	11.05	11.67	12.50
	04/01/98	2.8%	20333.59	22336.32	23632.21	24951.66	26718.77
			9.78	10.74	11.36	12.00	12.85

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
CUSTODIAN I	04/01/97	2.8%	24547.07	26557.60	27936.91	29362.98	31022.83
			11.80	12.77	13.43	14.12	14.91
	04/01/98	2.8%	25234.39	27301.21	28719.14	30185.14	31891.47
			12.13	13.13	13.81	14.51	15.33
DPW MAINT WKR I	04/01/97	2.8%	25412.07	27469.35	28918.79	30368.24	32074.84
PARKS MAINT WKR I			12.22	13.21	13.90	14.60	15.42
SANITATION WKR II	04/01/98	2.8%	26123.61	28238.49	29728.52	31218.55	32972.94
			12.56	13.58	14.29	15.01	15.85
DPW MAINT WKR II	04/01/97	2.8%	26557.60	28638.25	30157.83	31724.17	33477.53
PARKS LEADER III			12.77	13.77	14.50	15.25	16.09
GEN MAINT II	04/01/98	2.8%	27301.21	29440.12	31002.25	32612.45	34414.90
CUSTODIAN III			13.13	14.15	14.90	15.68	16.55
UTILITY WKR II	04/01/97	2.8%	26931.65	29129.20	30695.53	32285.25	34061.99
SAN EQUIP OPR/LDR II			12.95	14.00	14.76	15.52	16.38
GEN MAINT III	04/01/98	2.8%	27685.74	29944.82	31555.00	33189.24	35015.73
			13.31	14.40	15.17	15.96	16.83
UTILITY LDR III	04/01/97	2.8%	27352.45	29526.62	31092.96	32659.30	34482.80
STOCK CONTLR III			13.15	14.20	14.95	15.70	16.58
BLDG MAINT LDR II	04/01/98	2.8%	28118.32	30353.37	31963.56	33573.76	35448.32
			13.52	14.59	15.37	16.14	17.04
MAINT OPRTR III	04/01/97	2.8%	27796.64	29970.81	31607.28	33220.37	35067.25
			13.36	14.41	15.20	15.97	16.86
	04/01/98	2.8%	28574.95	30809.99	32492.28	34150.54	36049.13
			13.74	14.81	15.62	16.42	17.33

ALL WAGES SHALL BE RETROACTIVE TO 04/01/97

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
MECHANIC IV COMM/VEH TECH	04/01/97	2.8%	28427.85	30648.78	32355.38	33991.85	35885.49
			13.67	14.73	15.56	16.34	17.25
	04/01/98	2.8%	29223.83	31506.95	33261.33	34943.62	36890.28
			14.05	15.15	15.99	16.80	17.74
UTILITY OPER III HVY-DTY TRLR MECH V	04/01/97	2.8%	28685.01	31303.36	32963.21	34669.82	36610.21
			13.79	15.05	15.85	16.67	17.60
	04/01/98	2.8%	29488.19	32179.85	33886.18	35640.57	37635.30
			14.18	15.47	16.29	17.13	18.09
ENFORCMNT OFFCR V ANIML CNTRL OFFCR V	04/01/97	2.8%	28544.74	30929.31	32612.54	34295.77	36259.54
			13.72	14.87	15.68	16.49	17.43
	04/01/98	2.8%	29343.99	31795.33	33525.69	35256.05	37274.81
			14.11	15.29	16.12	16.95	17.92
ELECTRICAL INSP V PLBG/HTG/REFRIG INSP V	04/01/97	2.8%					40817.62
							19.62
BLDG INSP V	04/01/98	2.8%					41960.51
							20.17
BLDG INSP III	04/01/97	2.8%	32237.02	33933.70	35719.68	37599.66	39578.58
			15.50	16.31	17.17	18.08	19.03
	04/01/98	2.8%	33139.66	34883.84	36719.83	38652.45	40686.78
			15.93	16.77	17.65	18.58	19.56
CD ADMIN ASST HOUSING INSP	04/01/97	2.8%	20058.47	21133.86	22162.50	23191.14	24243.16
			9.64	10.16	10.66	11.15	11.66
	04/01/98	2.8%	20620.11	21725.61	22783.05	23840.49	24921.97
			9.91	10.45	10.95	11.46	11.98

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
HOUSING SERV ASST	04/01/97	2.8%	21811.83	23004.12	24149.65	25318.55	26464.08
			10.49	11.06	11.61	12.17	12.72
	04/01/98	2.8%	22422.56	23648.24	24825.84	26027.47	27205.07
			10.78	11.37	11.94	12.51	13.08
CD ADM OFC MGR	04/01/97	2.8%	22887.22	24126.27	25341.93	26557.60	27796.64
			11.00	11.60	12.18	12.77	13.36
	04/01/98	2.8%	23528.06	24801.81	26051.50	27301.21	28574.95
			11.31	11.92	12.52	13.13	13.74
YOUTH SERVICE MGR	04/01/97	2.8%	23424.92	24640.59	25926.39	27165.43	28427.85
			11.26	11.85	12.46	13.06	13.67
	04/01/98	2.8%	24080.82	25330.53	26652.33	27926.06	29223.83
			11.58	12.18	12.81	13.43	14.05
COMM INPRVMT ADM	04/01/97	2.8%	26534.22	27983.66	29503.25	30905.94	32378.76
			12.76	13.45	14.18	14.86	15.57
	04/01/98	2.8%	27277.18	28767.20	30329.34	31771.31	33285.37
			13.11	13.83	14.58	15.27	16.00
YOUTH CNTR AIDE (PART TIME)	04/01/97	2.8%	13282.97	13442.45	14026.90		
			6.39	6.46	6.74		
	04/01/98	2.8%	13654.89	13818.84	14419.65		
			6.56	6.64	6.93		
YOUTH SERV FACILTR (PART TIME)	04/01/97	2.8%	19427.20				
			9.34				
	04/01/98	2.8%	19968.00				
			9.60				

ALL WAGES SHALL BE RETROACTIVE TO 04/01/97

T.P.O.A.M. WAGE SCALE 04/01/97 THROUGH 03/31/99 CONTRACT

CLASSIFICATION	EFFECTIVE DATE		STARTING	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
SR CITIZEN CLERK	04/01/97		14560.00	15080.00	15600.00	16120.00	
			7.00	7.25	7.50	7.75	
	04/01/98	2.8%	14967.68	15502.24	16036.80	16571.36	
			7.20	7.45	7.71	7.97	
COMM DEV AIDE	04/01/97		13000.00	13520.00	14040.00	14560.00	
			6.25	6.50	6.75	7.00	
	04/01/98	2.8%	13364.00	13898.56	14433.12	14967.68	
			6.43	6.68	6.94	7.20	
DIAL-A-RIDE DRIVER	04/01/97	2.8%	16458.23	17299.84	18141.46	18983.07	19801.31
			7.91	8.32	8.72	9.13	9.52
	04/01/98	2.8%	16919.06	17784.24	18649.42	19514.60	20355.75
			8.13	8.55	8.97	9.38	9.79
DIAL-A-RIDE DISP	04/01/97	2.8%	17510.25	18375.24	19310.37	20175.36	21040.35
			8.42	8.83	9.28	9.70	10.12
	04/01/98	2.8%	18000.54	18889.75	19851.06	20740.27	21629.48
			8.65	9.08	9.54	9.97	10.40

