

12/31/98

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**AGREEMENT BETWEEN THE
CHARTER TOWNSHIP OF BROWSTOWN**

AND

**EMPLOYEE'S LOCAL UNION CHAPTER 292
MICHIGAN COUNCIL 25 AFSCME**

January 1, 1996 - December 31, 1998

Browstown Township

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ A.D., 1996, by and between the CHARTER TOWNSHIP OF BROWNSTOWN (hereinafter called the "Township") and LOCAL UNION CHAPTER 292, affiliated with Michigan Council #25 of the American Federation of State, County and Municipal Employees (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Township and the Union the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Township establishing and maintaining proper service.

To these ends the Township and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Township, the Union and the employees.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "Contract".

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending

a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision therein contained as is so rendered invalid, upon written request of either party hereto, the Township and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 1

Section 1.1 MANAGEMENT'S RIGHTS

The Township Board shall continue to exercise its rights of executive management and administrative control of the Township, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices and procedures for effective management, except those which are clearly and expressly relinquished herein by the Board.

Section 1.2 NO STRIKE PROVISION

During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Township as defined in Act 379, P.A. 1965. Notwithstanding the foregoing, in the event any members of the Union or employees represented by the Union violate this Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

ARTICLE 2

Recognition

Section 2.1 EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the

Public Acts of 1965, as amended, Brownstown Township does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees of Brownstown Township included in the bargaining unit as described below:

- A. All laborers, equipment operators, water meter service and repairmen, meter readers and mechanics.
- B. Animal Control Officer.
- C. General Office Employees, excluding supervisors, Supervisor's secretary, deputy clerk and deputy treasurer.
- D. All Building and Zoning Inspectors, excluding the Chief Building Inspector.

EXCLUDING ALL OTHER EMPLOYEES, INCLUDING PART TIME, TEMPORARY AND SEASONAL.

E. PART TIME POSITION

Persons may be hired into part time positions under the following conditions:

- a) Part time employees shall receive pay in accordance with the applicable scale for the position in which they are hired, without benefits.
- b) Part time employees shall have a seniority date based upon the original date of hire, but only within the part time classification.

A part time employee who is promoted to a full time position shall obtain a new seniority date which shall be the date the employee is promoted, provided however, said employee shall receive the same wage scale which he/she was receiving at the time of promotion. Part time employees who are hired into full time positions shall be given credit to seniority on a proportionate basis for the time spent in the part time position.

- c) Part time employees will be eligible for full time positions if they meet the minimum qualifications for the positions, but their status as a part time employee shall not give them any preferential status.
 - d) Part time employees shall not be used to replace full time personnel.
 - e) A position shall be considered "part time" if the employment in that position does not exceed 1500 hours per year exclusive of any overtime that may be incurred as a result of the unavailability of full time employees, in that classification, to work the overtime.
- F. This definition of "part time position" does not include "temporary" or "seasonal" employees. The Township will continue to utilize the services of temporary and seasonal employees.

Without attempting to define the terms "temporary" or "seasonal", it is understood that "temporary" employees includes persons who are hired to perform specific tasks for a particular period of time, for example, an

extra person doing tax collections in the Treasurer's office, or during elections in the Clerk's office. "Seasonal" are those employees hired in the summer to maintain the recreational equipment and grounds.

ARTICLE 3

Aid to other Unions

Section 3.1

During the term of this Agreement, the Township agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

ARTICLE 4

Union Security and Check-Off

Section 4.1 AGENCY SHOP-PAY DEDUCTION

A. All employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

- (1) Become members of the Union; or
- (2) Pay to the Union an amount of money equal to the Union monthly dues.

B. In the event that an employee covered by Section A. above does not join the Union or tender his service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination;

provided the Union has complied with the following:

- (1) Fulfilled its obligations by sending written notice to the employee that he has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. copy of such notice should be sent to the Township Board.
- (2) Fulfillment of its responsibilities by sending written notice to the employee (copy to the Township Board) that he has not fulfilled his obligations by the requisite date and that a request for his termination was being made to the Township Board.
- (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations; that it is an official request of the Union, and that the "save-harmless" clause shall be put into effect.

C. If an employee has tendered directly to the Union his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union.

D. In the event an employee does not tender his payment of dues or service fee directly to the Union, he may execute a written authorization to the Township for deductions from his pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

- (1) Union member - the regular and equal amount of union dues and fees.
- (2) Non-Members - the regular and equal amount of union dues and fees (referred to as "service fees"), excluding fines and assessments.

E. If any Court of Competent jurisdiction or administrative agency holds that an

"agency shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any federal or State law; or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

Section 4.2

Employees shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

Section 4.3

Remittance of dues shall be payable to Local 292. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list from whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

Section 4.4

Termination of check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Township of the names of such employees following the end of each month in which the termination took place.

Section 4.5

Disputes concerning membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Township and representatives of the Local Union if not resolved may be decided at the final step of the

grievance procedure.

Section 4.6

The Union will protect and save harmless the Township from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Township for the purpose of complying with Article III of this Agreement.

**AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION**

BY _____ (Please Print) Last Name First
Name Middle Name

TO: CHARTER TOWNSHIP OF BROWNSTOWN (Employer)

EFFECTIVE _____, I hereby request and
(DATE)

authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local 292 and effective the same date to deduct from my earnings each 2nd payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to _____, the Treasurer of Local 292 of the American Federation of State, County and Municipal Employees. This Authorization shall continue in full force and effect until revoked by me in writing and said revocation being delivered to the Township Board.

Employee's Signature

Street Address

City and State

When Deductions Begin

Check-off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time that the application is signed by the employee and shall be deducted from the 2nd pay of the month and each month thereafter.

ARTICLE 5

DISCRIMINATION

Section 5.1

The Township will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in, or participation in the activities of the Union.

Section 5.2

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin or marital status.

Section 5.3

The Township agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, sex, national origin or marital status.

Section 5.4

All employees shall be allowed to live in communities located within a 12 mile radius of the Township Hall. If a community is located within that 12 mile radius, the employees will be permitted to live anywhere within the borders of that community. Employees, however, are not permitted to live outside of the United States (i.e., Canada).

ARTICLE 6

AMERICANS WITH DISABILITIES ACT

Section 6.1

This contract shall be in compliance with the Americans With Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained in the ADA. The Township and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree to meet as necessary during the term of this agreement to discuss any specific problems which may arise in fulfilling this obligation.

ARTICLE 7

FAMILY LEAVE ACT

Section 7.1

The Township and its employees shall comply with the Family Medical Leave Act (FMLA) and the regulations applicable thereto. The Family Leave Act Policy Guidelines as adopted by the Township are incorporated herein as an addendum to the contract.

ARTICLE 8

Representation

Section 8.1

The employees shall be represented by a Steward who shall be a regular seniority employee. There shall be two (2) Stewards, one for the Office Employees, and one for all other members of the Bargaining Unit.

Section 8.2

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

Section 8.3

Each Steward shall be allowed time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see, and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he is assigned. Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor upon his return to work. The above privilege is extended to Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 8.4

There shall be a Grievance Committee composed of not more than two (2) full

time seniority employees, which shall consist of the President and Steward of the Union. The Union shall furnish the Township with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union together with such changes as they occur.

Section 8.5

Should the members of the Grievance Committee be required to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay.

ARTICLE 9

GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

Section 9.1

Grievance Definition. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation, violations or application of express provisions of this Agreement.

Section 9.2

Grievance Procedure. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I. Any employee having a grievance shall first take up the matter with his immediate supervisor and his Steward if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond to the Steward or employee within three (3) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Department Head within three (3) days after the supervisor's response is due. The Department Head shall respond to the Union Steward or the Grievance Committee in writing within three (3) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Township Board or its designated representative in writing within twenty (20) days after the response of the Department Head is due. The Township Board shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union President) within twenty (20) working days after the Township Board receives the grievance.

Step IV. If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Township Board is due, by written notice to the Township, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Township and the Union. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If the parties fail to select an arbitrator, then the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitrator will not add to, subtract from, change or amend any of the terms of the Contract, but will only concern himself with the interpretation and application of the terms

of this Contract as it applies to the Grievance presented.

If the arbitrator's decision is within the scope of his authority, it will be final and binding on the Union, its members, the employee or employees involved and the Board.

The arbitrator shall submit his decision to the parties within thirty (30) days after the case is submitted, unless the time is extended by mutual consent.

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail.

All grievances shall be filed within thirty (30) days of the alleged violation.

Section 9.3

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

Section 9.4

The Township Board will grant a necessary and reasonable amount of time off during straight time working hours to the Union Representative who must necessarily be present for direct participation in grievance adjustments with management.

Such Union Representative shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written

warning, to have this right revoked.

Section 9.5

The decision of the arbitrator, in any case, shall not require a retro-active wage adjustment in any other case.

Section 9.6

It is specifically understood and agreed that in no event shall the Township's condonation of any past infractions of any work rule, regulation, duty, responsibility or policy be found to mitigate, in whole or in part, any discipline imposed by the Township for any work rule, regulation, duty, responsibility or policy.

DISCHARGE CASES

Section 9.7

The Township agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the Township may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of suspension, the Steward, or, in his absence, his alternate, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) working days and, if the suspension is converted into a discharge, such discharge, shall not be made effective until the end of said five (5) day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his Steward. The Township shall decide, during the aforementioned five (5) working day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into

a discharge, or that no discipline should have been given.

Section 9.8

In the event the affected employee believes that his discharge under Section I above is unjust, the matter may be processed through the grievance procedure starting at the second step thereof provided he files a written grievance at that step after the date of discharge.

Section 9.9

In the event it should be decided by the Township or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the Township shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure which compensation, if any, shall be the employee's regular rate of pay as of the start of the suspension.

Section 9.10

Theft, misappropriation or unlawful conversion of Township property by an employee shall constitute sufficient cause for discharge of said employee. Upon a finding by the Arbitrator that such theft, misappropriation or unlawful conversion did occur, the discipline imposed shall be sustained.

GRIEVANCE COMMITTEES

Section 9.11

The Township shall meet when necessary, at a mutually convenient time, with the Union Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Township's premises and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending

grievances.

LAYOFFS

Section 9.12

A. When there is a decrease in force, the following procedure shall be followed: temporary, part-time and probationary employees will be laid off, in that order, on a unit wide or occupational group basis, whichever is in effect, provided the seniority employee is qualified to do the available work without any additional training.

B. Seniority employees will be laid off according to seniority provided the greater seniority employees are qualified to perform the available work without any additional training. However, the Township shall not be required to promote an employee at time of layoffs unless he has previously performed the higher-rated job and is able to do the work.

C. Employees to be laid off for an indefinite period of time will have at least seven calendar days notice of layoff. The Local Union Secretary will receive a list from the Township of the employees being laid off on the same date the notices are issued to the employees.

D. Seniority employees on layoff shall be recalled prior to the utilization of any part-time or temporary employees.

E. Benefits will not be extended to laid off employees, except that they may exhaust prepaid medical benefits. All other benefits will terminate upon layoff.

RECALL PROCEDURE

Section 9.13

A. When the working force is increased after a layoff, employees will be recalled

according to seniority, provided the greater seniority employees are able to perform the available work. However, the Township shall not be required to promote an employee at time of recall unless he has previously performed the higher-rated job and is able to do the work.

B. Seniority of an employee who is reemployed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as the date he left the service of the Township.

C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. Extensions may be granted in proper cases.

D. It shall be the responsibility of the employee to keep the Township notified of his correct address.

ARTICLE 10

SENIORITY

Section 10.1 Probationary Employees.

An employee is a probationary employee for his first ninety (90) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with ninety (90) days length of service and it shall be so entered on the seniority list.

The Union shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that there shall be no seniority of or among probationary employees.

Section 10.2 Seniority Lists.

A. The Township will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on or before December 1st and again on or before July 1st each year. A list of changes (as they occur) will also be provided to the Chapter Chairman and the two (2) Stewards.

B. Seniority lists will show the names and job titles by department, of all employees entitled to seniority.

C. Current seniority lists will be posted every six (6) months in a visible place.

Section 10.3 Loss of Seniority

An employee's Seniority shall terminate for the following reasons:

1. He quits.
2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. He retires.

Section 10.4 Super Seniority.

Notwithstanding their position on the seniority list, Stewards, Officers and the Union's Grievance Committee shall, in the event of a lack of work, layoff, be offered work, provided they are qualified to perform all elements of the available job without any additional training, and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification.

ARTICLE 11

Promotions and Job Descriptions and Newly Created Positions

Section 11.1

A. Whenever a vacancy in a position occurs, or whenever a new job is created, the Township shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. Job vacancies will be posted for a period of seven calendar days in a conspicuous place in each building.

The posting of positions for the Water/Sewer Department and the Building Department shall continue as a single unit in accordance with present practice; provided, however, if an employee bids for a posted position, the employee shall be promoted into that posted position, otherwise the employee shall have the right to withdraw the bid and remain in the original position.

B. Employees interested shall apply within the seven (7) calendar day posting period. Promotions within the Bargaining Unit shall be made on the basis of seniority and qualifications. The senior applicant shall be given the first consideration for a promotion in every case where the Township has determined such senior applicant to have the minimum qualifications for the specific position.

In the event there are no applicants, the Township may fill that classification from the outside.

C. The trial period shall be nine (9) calendar weeks. During the trial period the employees shall have the opportunity to revert back to his former classification and a letter of explanation shall be submitted to the Township.

Likewise, if the employee is unsatisfactory in the new position, he will be returned to his former job and notice and reasons shall be submitted to the Chapter Chairman in writing by the Township with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

D. In cases where the employee reverts back as outlined in above, the next senior applicant will be considered to fill the promotion.

E. During the trial period, the employee shall receive the maximum rate of pay in the new position if the employee was receiving the maximum rate of pay in the previous position from which they were promoted, except for the typist position for which provision is hereafter made.

F. In the event a current employee is promoted to another classification, the employee upgraded shall enter a pay slot that would result in an hourly increase of at least 25¢ per hour more than the rate from which the employee was promoted: provided, however, that this provision shall not be construed as granting any wage increase greater than that which is provided for in the new classification.

Section 11.2

Employees qualified and required to work in a higher classification which is not an established classification of four (4) hours or more shall be paid an additional one dollar (\$1.00) per hour for all hours over 4 hours in each day worked in that classification. Where there is an established classification and the employee works in that classification for four (4) hours or more, the employee will receive the higher maximum rate if the employee is at the maximum rate in his regular job.

Section 11.3

In the event of a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all newly-created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such newly-created position.

Section 11.4

The job descriptions have been agreed upon and will be utilized as the job descriptions of the Bargaining Unit. The descriptions are attached.

Section 11.5

When an employee is required to act in a supervisory position for four (4) hours or more, that employee will be paid an additional one dollar (\$1.00) per hour in excess of the highest paid union scale of the positions which are being supervised for the time that he/she acts as a supervisor.

ARTICLE 12

General Provisions

Section 12.1 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Township the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Township agrees not to interfere with the rights of employees becoming

members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Township or any Township representative against any employee because of Union or political membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Section 12.2 Uniform Allowance

A. Employees in the Water, Sewer and Meter Department shall receive eight(8) changes of uniforms biweekly. The cleaning and maintenance will be provided by the Township. Uniforms will be changed on the premises and left in the building.

B. The Animal Control Officer will be provided with uniforms by the Township as needed, the type, style and quantity to be determined by the Township and shall also receive a clothing/cleaning allowance of \$100.00 per year.

SPECIAL CONFERENCES

Section 12.3

Special conferences for important matters will be arranged between the Local President and the Township Board or its designated representatives of the Township and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the

Council and/or a representative of the International Union.

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

ARTICLE 13

HOLIDAYS

Section 13.1

During the term of this Contract, Holidays with pay shall be as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Eve Day, Christmas Day and a floating Holiday. This shall be one of employee's choice: however, it shall be subject to the approval of the Department Head.

In the event an additional holiday is imposed by governmental or statutory mandate, the holidays will be adjusted so as to maintain the continuation of 14 paid holidays as is presently permitted. The employer and union will meet to bargain over the adjustment of the holidays.

Section 13.2

Should an employee be called to work on any Holiday listed above, he shall be paid, in addition to his Holiday pay, at the rate of double time.

Section 13.3

An employee must work the full day before and a full day after a Holiday to be

compensated for the Holiday. The employee may receive permission to be off work by his immediate supervisor only upon one (1) day's prior notice. If an employee is absent from work on the day before or the day after a Holiday because of illness, then a doctor's certificate will be furnished if requested by the supervisor.

Section 13.4

Should any of the above listed holidays fall upon a Saturday, then Friday, all day, shall be a day off.

Should any of these holidays fall upon a Sunday, then Monday, all day, shall be considered to be the holiday.

ARTICLE 14

Annual Vacation

Section 14.1

Employees of the Township shall be entitled to earned annual vacation as follows:

First year	5 days
2nd to 5th year	10 days
5th to 9th year	15 days
10th to 14th year	20 days
15th to 19th year	22 1/2 days
20 years and thereafter	25 days

This schedule shall apply to the 1996 Vacation Schedule. Provided that no employee shall be allowed a vacation during his probationary period and no employee shall be allowed to take anticipated vacation.

Vacation time shall not be deemed to have been earned until the anniversary date of hire.

Section 14.2 Accumulated Vacation Days

Vacation may be cumulative, not to exceed earned vacation of two (2) work years, but only if earned vacation is not made available by the Township during the year.

Section 14.3 Scheduling of Vacations

The Department Heads shall be responsible for scheduling of vacation time in their respective departments, and they shall post an annual vacation schedule indicating the scheduled vacation time of each employee in his department.

Section 14.4 Responsibility for Scheduling Vacations

It shall be the responsibility of each employee to make his request for vacation time.

Section 14.5 Compensation for Vacations Not Taken

In the event time is not made available by the Township to an employee, he may accumulate same as provided in Section 2 hereof, or, in lieu thereof, may receive his standard compensation for said vacation period worked, at his option.

Section 14.6 Holidays During Vacation

Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time, he shall be paid for an extra day or given an extra day vacation.

Section 14.7 Listing of Vacation Schedules

The Township shall cause a list to be prepared shortly after January first of each year indicating the earned vacation of each employee during the previous year. Said list is to make allowances for extended leaves of absence from work for whatever cause, by the deduction of one (1) day's vacation credit for each full calendar month of leave, if the annual vacation

leave does not exceed 12 days per year. In the event the annual leave exceeds 12 days per year, the deduction shall be on a proportionate basis (i.e. the annual leave shall be divided by 12). The deduction shall be made in the vacation year in which the vacation days are being accrued. Provided further that ten (10) months of service shall constitute full service for the purpose of this Article.

ARTICLE 15

Work Day and Work Week

Section 15.1 Hours of Employment

A. The standard work week of the Water/Sewer and Meter Department hourly rated employees shall consist of five (5) consecutive eight (8) hour days of work to fall between the hours of 6:00 A.M. and 6:00 P.M. from Monday through Friday, for a total of forty (40) hours.

B. The standard work week of the Building Inspectors shall consist of five (5) consecutive eight (8) hour days of work to fall between the hours of 6:00 A.M. and 6:00 P.M. from Monday through Friday for a total of forty (40) hours. The Building Inspectors shall adjust their hours according to management.

C. The hours of the Animal Control Officer shall be as follows:

Monday, Wednesday and Friday shall consist of an eight (8) hour day, Tuesday and Thursday shall consist of a seven (7) hour day. In the event there is a Holiday, then on the week preceding the Holiday, Wednesday shall also be a seven (7) hour day. On Saturday and Sunday, and each Holiday, the Animal Control Officer shall work one (1) hour for the purpose of feeding and caring for any animals which may be in the Animal Control Shelter at straight time pay. The Animal Control Officer shall not be required to punch in and out on Saturdays, Sundays and Holidays and may leave as soon as the required tasks are completed. In the event there are no animals in the shelter on any weekend or Holiday,

the Animal Control Officer shall still be paid for the one (1) hour. Conversely if the required tasks require more than one (1) hour, the Animal Control Officer shall not be paid for any additional time.

D. For the General Office Employees, the normal work day shall commence at 8:00 A.M. and end at 4:30 P.M., and shall include a one (1) hour unpaid lunch period. Adherence to this schedule shall constitute the normal thirty-seven and one-half (37 1/2) hour work week, and the pay shall be made accordingly.

The standard work week of the Township Laborer/Community Center shall consist of five (5) eight (8) hour days of work to fall between the hours of 6:00 A.M. to 12:00 P.M. (0600 hours to 2400 hours), Monday through Saturday for a total of forty (40) hours.

The work schedule of the Township Laborer/Community Center shall be adjusted by management. The schedule shall be set by management and posted two weeks prior to its effective date.

It is further agreed that the Township Board reserves the right to change the work day hours so long as it does not increase the total number of hours normally worked during the day or during the week, upon giving thirty (30) days notice to the Union, which time shall be between the hours of 6:00 A.M. and 6:00 P.M. from Monday through Friday. The normal work week shall consist of thirty-seven and one-half (37 1/2) hours.

Section 15.2 Rest Periods

Each employee shall be provided with a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon of each work day. These periods shall be taken as allotted and regulated by the immediate supervisor.

Section 15.3 Over time

Any hours worked in excess of the normal work day, and any hours worked in excess of the normal work week shall be paid at time and one-half. Over time shall be allotted in increments of fifteen (15) minutes.

Work performed on Sunday will be paid at double time the employee's hourly rate.

Work on holidays will be paid double time the employees regular hourly rate plus holiday pay.

There shall be no pyramiding of over time by any employee.

The Township shall cause each affected department to maintain a proper list of overtime assignments so as to insure fair distribution of overtime among eligible employees. An employee refusing overtime shall be charged with that time as though worked.

No part time hourly employees shall be called for overtime when full time employees are available and willing to work, except in the case where part time help is a necessity in respect to operation of certain programs as carried out by the Township on a seasonal basis.

When Animal Control Officer is required to perform emergency work, he will be paid minimum of two (2) hours and maximum of four (4) hours at appropriate rate.

Section 15.4 Board Minutes.

The Township Board minutes shall be taken by the staff of the Clerk's office on a rotating basis. It is understood that the taking of minutes is within the job description and is required, but the parties will follow the guidelines of the over time procedures (except as specifically modified herein) beginning with the high seniority person with the least amount of

over time.

If no one in the Clerk's office accepts the overtime, the Township will use a list outside of the Clerk's office of those who express an interest in taking minutes. If none of those are available, then the Township will select a person in the Clerk's office. The selection shall be done on a rotating basis beginning with the person who is lowest in seniority in the Clerk's office, and thereafter to the person next on the seniority list. Wages for the meeting will remain the same as present, i.e. \$20 for the first hour and \$20 per hour thereafter in 15 minute increments.

Also, other minutes will be taken by the Departments involved in the function (i.e. Building Department for Planning, Board of Appeals, etc.) in the same fashion as Board minutes, except that final responsibility will ultimately fall upon that Department responsible for performing the function.

Section 15.5 Late Time

Employees shall be docked for reporting late for work. Docking shall be in increments of fifteen (15) minutes.

ARTICLE 16

Emergency Work

Section 16.1 Call-In for Emergency Work

In the event any full time employee is called in to work on emergency, he shall be paid four (4) hours call-in pay for main breaks and two (2) hours call-in pay for service breaks, or all hours actually worked, whichever is greater.

Emergency work shall be according to classification. An employee asked to work

out of his classification and refusing, shall not be penalized for refusing work.

ARTICLE 17

Safety and Health

Section 17.1 Responsibility

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

Section 17.2 Safety Committee

Both parties to this Contract shall establish a Joint Safety Committee consisting of two (2) representatives of the Union, two (2) representatives of supervisory personnel and one (1) member of the Township Board, immediately upon ratification of the new Contract, and shall formulate a Code to include Safety Rules that would bring the Township into compliance with all state laws, rules and regulations applicable. Both parties agree to enforce such a Code.

Section 17.3 Refusal to Work in Unsafe Conditions

Should an employee complain that his work required him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, as in the written safety rules in the opinion of the Joint Safety Committee, the matter shall be immediately adjusted by his supervisor. If the matter is not adjusted satisfactorily, the grievance may be processed through the grievance procedure.

ARTICLE 18

Hospital and Sick Benefits

Section 18.1 Hospitalization

The Township shall provide medical and hospital coverage for the employees and

their immediate families which coverage shall be equal to Blue Cross and Blue Shield Preferred plans which provides hospital and medical service and prescription rider with \$3.00 deductible. The Township shall have the right to select the carrier for all plans so long as the plans are equal to or superior to the Blue Cross Preferred Plan.

Section 18.2 Dental

The Employer shall provide to each full time employee the existing Dental Plan Insurance coverage which shall include a 50/50 Orthodontic Rider with a maximum lifetime limit of \$1,000, to apply to the dependent of each member of the Plan up to the age of 19. The insurance coverage shall also provide 100% coverage for Class I Preventative Dental Care.

Section 18.3 Optical

The Township will provide a Co-Op Family Optical Plan in accordance with the current insurance presently in effect. Any changes required by the insurance carrier shall be deemed a modification of this provision.

Section 18.4 Medical Cost Containment

(A) In the event the present insurance premiums for the medical/hospital dental/vision coverage for a family plan which is in effect as of May, 1996, exceeds an average cost per member per month of \$323.00 for the insurance premium year of May 1, 1996 to April 20, 1997 and average cost per member per month of \$362.00 for the insurance premium year of 5/1/97 to 4/30/98 and an average cost per member per month of \$405 for the premium year from 5/1/98 to 4/30/99. The Township and the Union agree that the coverage and benefits provided herein shall be renegotiated for the purpose of reducing the premiums for both active and retired employees. This provision shall be applicable to the medical/hospital dental/vision

insurance coverage only and shall not be construed to authorize the reopening of any other provision of this contract.

(B) In order to avoid double medical/hospital coverage the employee shall certify in writing that they are not covered by another insurance carrier under a spouse, parent or guardian's insurance plan. Those employees covered under a separate insurance plan shall be required to choose either the Township plan or the separate insurance plan. No employee shall have double hospital/medical coverage.

(C) In the event a mandated health insurance program is instituted, the parties hereto shall reopen the contract as to this issue only.

Section 18.5

Employees who choose not to be covered by the medical/dental/hospital/ optical package and who do not take out such insurance, shall be paid one-half (1/2) of the net savings realized by the Township up to a maximum of \$2,000.00 for each full insurance plan year for which they are not insured on a pro rata basis for the balance of the insurance plan year which is being discontinued. (The present insurance plan year is from July 1 to June 30.) The employee shall be paid at the time of discontinuing the plan for the months which the insurance is discontinued for that employee.

In the event the Buy out is paid in advance, then the employee shall execute an authorization permitting the employer, upon the separation of the employee from the employment of the employer, to deduct from the employee the pro rata amount advanced to the employee from any amount due the employee from any source whatsoever. In the event the employee fails to execute such an authorization, this contract provision shall act as an authorization.

Section 18.6 Group Life Insurance and Sick Benefits

The Township agrees to provide each employee in the Bargaining Unit with a \$15,000 Group Life Insurance Policy. In addition, the Township shall provide an accident and sickness disability policy wherein the employee shall be paid sixty-six and two-thirds (66 2/3) of his base pay, up to a maximum of Three Hundred Fifty Dollars (\$350) for twenty-six (26) weeks for disability due to a non-employment injury or illness, as soon as the insurance carrier can provide coverage. Said payments shall commence on the first day in case of accident and on the eighth (8th) day in case of illness or hospitalization.

Commencing six (6) months after disability, employees are eligible for payment of sixty percent (60%) of salary, up to a maximum of Two Thousand Dollars (\$2,000) per month, payable to age 65. The maximum would be offset by any other disability payment, such as workers compensation or social security, and shall apply to both duty and non-duty disability.

The benefits to be provided shall be controlled by the insurance policy language, the above language setting forth the benefits shall be illustrative only. In the event of any dispute, the insurance contract language shall prevail.

Section 18.7 Insurance Benefits For Retired Employees

(A) Township will provide medical/hospital coverage for an employee and his/her spouse for each employee who meets the following qualifications at retirement:

is at least 55 years of age with at least 25 years service, or

is at least 65 years of age with at least 15 years service.

The Township shall pay the monthly cost of medical coverage premiums, for each employee and his/her spouse until he reaches the age of 65. Thereafter, the Township shall

contribute to the monthly premium for Medicare supplemental insurance cost up to a maximum of \$200.00 each for employee and spouse per month. Insurance to continue for spouse in the event of the employee's death unless other insurance becomes available through re-marriage or employment.

If the employee (or spouse) becomes employed elsewhere, or has medical coverage available through that other employer, then the medical coverage afforded by that employer or other source shall be accepted by the employee and the insurance made available herein shall be discontinued.

In the event the employee again become ineligible for insurance coverage from the other employer or source, then the employee may be reinstated to the Township medical/hospital plan.

(B) In the event any employee leaves the employment of the Township with the following age and service seniority qualifications, he/she shall be eligible to apply for coverage in the Township Hospital/Medical Plan on the following conditions:

- (1) Eligibility - Age fifty-two (52) with twenty-five (25) years of service or age sixty-two (62) with fifteen (15) years of service.
- (2) Conditions - If the employee has medical/hospital insurance or is eligible for the same through a current employer or through his/her spouse, that insurance shall be utilized. In the event the employee does not otherwise have insurance available to him/her, then said employee may participate in the Township's medical/hospital insurance plan provided that the employee pays the full cost of the premium.

- (3) Upon the employee reaching the age and service requirements heretofore stated in paragraph A, said employee shall be entitled to the benefits set forth therein.

The Township shall also provide to the eligible retired employee a life insurance policy with a maximum stated face value of \$10,000, provided that the premium for same shall not exceed \$60 per year. In the event the premium exceeds \$60 per year, the employee shall be responsible for the additional premium, or coverage will be discontinued, or the face value reduced in an amount sufficient to bring the premium within the stated annual maximum.

ARTICLE 19

Sick Leave

Every full time employee shall be entitled to sick leave with full pay of one (1) work day computed at straight time for each completed month of service.

Section 19.1 Accumulation of Sick Time

Sick leave shall be accumulated without limit at the above rate. Employees hired or returning from unpaid leave between the first (1st) and fifteenth (15th) of the month shall initially receive one (1) day of credit for sick leave. Employees hired or returning from unpaid leave between the sixteenth (16th) and the end of the month shall receive one-half (1/2) day sick leave. Thereafter, sick days shall be accrued at the rate of one (1) Per month, at the end of each calendar month.

Section 19.2 Charge Against Credits

An employee may utilize his sick leave allowance for absences for following reasons:

Sick Leave:

- A. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.
- B. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
- C. Due to the illness of a member of his immediate family residing in the household who requires his personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this Section, shall mean parents, grandparents, children, brothers, sisters or spouse of the employee.

Personal Leave:

- A. Employees may use sick days for personal business with the approval of the immediate supervisor not to exceed three (3) days per year.
- B. To report to the Veterans Administration for medical examinations or other purpose relating to eligibility for disability pension or medical treatment.

Section 19.3 Denial of Sick Time and Sick Leave

An employee absent for one of the reasons mentioned above shall inform his immediate supervisor immediately. (The supervisor will then give employee a call-off number.) Failure to call within one and one-half (1 1/2) hours from the start of his scheduled work shift may be cause for denial of sick leave with pay for that day, unless physically impossible and employee is able to substantiate same if requested by Township.

Section 19.4 Requirements for Using Sick Leave

After more than two (2) consecutive days absence, the employee may be required by his supervisor to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his absence during the time for which sick leave is granted. Provided however, if there are five (5) or more absences in a thirty day period the Supervisor may require a doctor's certificate.

The same shall apply when an employee uses sick leave time for an illness to a member of his immediate family.

The appointing authority shall grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days, provided that the appointment authority receives a certificate from a recognized physician.

All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the appointing authority for prior approval, and shall be accompanied by a physician's certificate supporting said request.

Management shall reserve the right to require a medical examination, or proof thereof, of all employees when a request for sick leave is made.

The appointing authority may require further medical reports, from time to time, on all sick leaves in excess of thirty (30) calendar days.

Section 19.5 Layoffs, Transfers, etc.

All accumulated and unused sick leave days shall be credited to any employee recalled from a layoff, transferred or certified to another department without break in service, appointed from a re-employment list, or returning from a leave of absence.

Section 19.6 Exceptions

An employee may not utilize his accumulative sick leave reserve for absences resulting from an injury arising out of and in the course of employment with an employer other than Brownstown Township.

Section 19.7 Illness During Annual Leave

An employee who is ill for more than three (3) days while on annual leave, may, upon application to his supervisor, have the duration of such illness charged against his sick leave reserve rather than against his annual leave. Notice of such illness must be given immediately to the supervisor. If requested, proof of such illness in the form of a physician's certificate shall be submitted to the supervisor by the employee or the supervisor may require an independent medical examination. The supervisor shall then determine whether or not such application shall be granted.

Section 19.8 Payment of Sick Leave Upon Separation

Upon separation from the Township, an employee shall receive compensation in full for all accumulated sick days up to a maximum of one hundred fifty (150) days.

- A. The rate of payment shall be based upon the 1992 base hourly rate for all sick leave accumulated up to December 31, 1992. Thereafter the rate shall be the base hourly rate for the year in which the sick leave was accumulated.
- B. The employee must have had at least one (1) year of continuous service with the Township at the time of separation. Layoffs, leaves of absence without pay, time off

without pay, suspensions, and separations followed by subsequent re-employments, shall not be considered as breaks in service; provided, however, that the length of such time off or separation shall be deducted from the total length of service, except that military leaves, leaves during which employees are receiving Worker's Compensation, maternity leaves, leaves granted to disabled veterans due to illness resulting from a service connected disability, and ninety (90) day leaves of absence granted because of personal illness in any one (1) year shall not be deducted.

- C. Effective November 1, 1978, employees may have at the end of each year up to the twelve (12) accrued sick days for that year converted to cash or may use any portion thereof for purposes of accumulative Sick Leave Bank. Such request shall be made in writing and submitted no later than December 1st of each year or all unused days shall be deemed to remain in the bank.

Section 19.9 Death of an Employee

If the separation is the result of the death of an employee his estate shall receive compensation in full for accumulated sick days up to a maximum of one hundred fifty (150) days. The employee must have had at least one (1) year of continuous service with the Township at the time of death.

Section 19.10 Re-employment of Employee

In the event any employee has been separated and paid for such accumulated sick leave and subsequently is re-employed by the Township, his subsequent sick leave accumulation

shall be calculated as though he were a new employee.

Section 19.11 Listing Employee's Sick Time

By means of a quarterly report, the Township shall make available to the Union the vacations and sick time of each employee.

ARTICLE 20

SUBSTANCE ABUSE POLICY

Section 20.1

There is hereby established a substance abuse policy for all employees within the bargaining unit. Separate policies have been established for person required to maintain CDL Licenses and are in "safety sensitive" positions, and for all other employees. The policies are attached as an addendum to this contract and are to be considered a part thereof. The conditions set forth therein including the disciplinary provisions shall control anything elsewhere herein to the contrary notwithstanding.

Section 20.2

The Township shall provide the training necessary for one representative of the union in Drug and Alcohol Substance Abuse evaluation.

ARTICLE 21

Bereavement Leave

An employee shall be allowed up to five (5) work days as Bereavement Leave Days, not to be deducted from sick leave reserve, for a death of the following immediate family members: parents, adopted parents, step-parents, spouse's parents, grandparents, children, grandchildren, brothers, sisters, or spouse of the employee.

An employee shall be allowed up to three (3) work days in the state and five (5) work days out of state as Bereavement Leave Days, not to be deducted from sick leave reserve, for a death of the following immediate family members: brothers-in-law, sisters-in-law, step-sisters and step-brothers

An employee, when making his/her request for Bereavement Leave shall do so in writing and state in said request the name and relationship of the deceased to the employer, within five (5) days after returning to work.

Bereavement leave shall be granted for one (1) day to attend the funeral service of an employee's aunt or uncle.

ARTICLE 22

Miscellaneous Provisions

Section 22.1 Wage Increases

A. Wages for all bargaining unit employees shall be increased as follows:

January 1, 1996 : 3% (retroactive to January 1, 1996)

January 1, 1997 : 3% per hour

January 1, 1998 : 3% per hour

Starting rate shall be increased 50¢ per hour upon ratification and shall be effective for the duration of the contract.

Township will pay, as additional compensation, to a mechanic who is certified by the State of Michigan as a Master Auto & Heavy Duty Truck Mechanic, and maintains a current license in that category; \$1.00 per hour for each hour that the mechanic works in that classification as a mechanic.

The wages and classifications for the contract term of January 1, 1996 through December 31, 1996, shall be as per Schedule I attached hereto, provided, however, that the classification of head bookkeeper shall be deleted in accordance with a Memorandum of Understanding dated November 6, 1987 and provided further that the following changes shall be made to the job description of the Building Inspector, Township Laborer, Laborer and Equipment Operator:

- a) **BUILDING INSPECTOR QUALIFICATIONS FOR EMPLOYMENT:**
Must possess and maintain at all time during employment, a Registration with the State of Michigan pursuant to the Building Officials and Inspectors Registration Act (MCL 338.2301 et seq) and any amendment, modification or substitution thereof.
- b) **CLASSIFICATION OF EQUIPMENT OPERATOR, TOWNSHIP LABORER AND LABORER:** To be modified to require as a qualification for employment - they must have a current and valid CDL Motor Vehicle License and maintain same throughout their employment.

Section 22.2 Military Service

Any employee entering the Military Service of the United States of America shall, upon his return from such service, be entitled to reinstatement in his job at the prevailing rate, provided reinstatement is within sixty (60) days of discharge. He shall suffer no loss of seniority for such periods of duty or for periods of military training.

Section 22.3 Jury Service

An employee who is called for Jury Service shall be excused from work for the

days on which he serves and he shall receive the difference between his regular pay and that paid for Jury Service. The employee shall present proof of service and amount of pay received therefor.

Section 22.4 Access to Premises

A. The Township agrees to permit the representatives of the American Federation of State, County and Municipal Employees, AFL-CIO representatives and officers of the Local 292 Public Employees Michigan Council No. 25, to enter the premises at any time for individual discussion of working conditions with employees provided that care is exercised by such designated representatives that they do not interfere with the performance or duties assigned employees.

B. Such designated representatives shall advise the supervisor upon entering the premises.

C. The Township shall also permit AFSCME members to use the facility to hold their regular and special Union meetings provided such activity does not interfere with regularly scheduled Township business.

The Chapter Chairperson shall make arrangements in advance and be responsible for the building.

Section 22.5 Meal Allowance

A meal allowance shall be provided to all employees during over time or emergency work in the amount of \$5.00 per person when working out in the field or on the job, when said employees work more than four (4) hours overtime.

The allowance shall be paid in the next ensuing pay period.

Section 22.6 Show Up Time

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

Section 22.7 Foul Weather Gear

Foul weather gear shall be furnished by the Township to necessary personnel, including equipment operators upon employment. The employees shall be responsible for the foul weather gear issued to him, and shall be replaced as it is worn out, provided the old gear is returned. Foul weather gear shall consist of exterior rain coat, pants, boots and gloves.

Winter coats will be provided for the outside work crews every odd year at a cost not to exceed \$100. Township shall provide boots in compliance with OSCHA Requirements every year, effective upon ratification.

Section 22.8 Longevity Pay

All employees shall be entitled to longevity pay as follows:

- A. The employee shall become eligible to earn his first longevity step upon the completion of five (5) years of service to the Township.
- B. The first longevity step shall be fixed at \$130 after the first five (5) years of service and succeeding steps to be paid at \$30 for each year of service accumulative to \$500 maximum yearly.
- C. Any employee who shall become eligible to receive the longevity pay shall receive such longevity increment on the first pay following the anniversary date in which the said employee became eligible and in the first pay

following the anniversary date of each year thereafter.

- D. Eligibility for longevity shall be calculated upon a basis of continuing employment with the Township without interruption or break. Layoff, leave of absence without pay, time off without pay and suspension shall not be considered as breaks in service; provided however, that the length of such time off shall be deducted from the total length of service, except military leaves, leaves during which employees are receiving Worker's Compensation, leaves granted to disabled veterans and ninety (90) day leaves of absence granted because of personal illness in any one (1) year, shall not be deducted.

Section 22.9 Maternity Leave

A. An employee that is pregnant, and who does not wish to resign, may take a leave of absence. Said leave shall be called a "Maternity Leave" and must be applied for in writing to the Township Board. Included with said application shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.

B. A Maternity Leave shall be granted without pay and without a loss in seniority. An employee may be permitted to continue working if not in conflict with the date provided by her physician in paragraph A above, upon her written request accompanied by a statement from her physician stating in writing:

- (1) She is physically able to continue with normal recurring duties of her job.
- (2) Setting forth any restriction upon activity, provided they do not

render her restricted from any normal recurring duty of her job classification.

- (3) Providing an exact calendar date upon which maternity leave is recommended to commence.

C. An employee's Maternity Leave shall terminate six (6) weeks post partum, unless a physician verifies that a longer confinement is necessary, provided that an employee may return sooner, upon her written request, accompanied by a written statement from her physician stating she is physically able to return to the normal recurring duties of her job without restriction. The employee, upon prior written application, may at the end of the maternity leave, request a six (6) month unpaid leave of absence as a child care leave, which shall be granted only by the Township Board approval.

D. Upon returning to work the employee shall have the right to return to the Classification in the unit in which she worked at the time her leave of absence was granted. The employee must produce a release from her doctor to return to work.

E. An employee who fails to return to work at the termination of her pregnancy leave or any extension thereof, shall lose her seniority and her employment shall be terminated.

Section 22.10 Sick Leave Without Pay

If an employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, the employee may apply in writing for an unpaid leave of absence for up to a thirty (30) day period renewable for good cause shown by the employee, but not renewable for longer than three (3) months from the first date of illness. The Township reserves the right before granting or renewing a leave of absence for illness to

require authentication in writing from a physician of such illness.

Section 22.11 **Leaves of Absence**

A leave of absence is a written authorized absence from work for more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Township upon written request for such leave from a Bargaining Unit Employee who shall state the reason for such leave upon his application. Only a permanent full time employee who has worked continuously for the Township for one (1) year or more shall be granted a leave of absence.

- A. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- B. In no event shall the duration of any leave exceed one (1) year, except upon specific approval of the Township Board for leaves of more than one (1) year.
- C. All leave requests shall state the exact date on which leave begins and the exact date on which the employee is to return to work.
- D. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee could be terminated.
- E. A leave may not commence or end upon the following days:
 - (1) The day before or the day following a holiday.
 - (2) The day preceding or following a vacation.
- F. Failure to return to work on the exact date scheduled shall be cause for termination.
- G. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Township.

- H. An employee shall be allowed to return to work prior to the expiration of his leave upon two (2) weeks written notice to the Township.
- I. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- J. Upon return of an employee from a leave of absence, he shall be re-employed at the same classification to that which he did last and at the prevailing rate of pay for that job, if that job still exists.

Section 22.12 Job Incurred Injury

The Township agrees that any employee injured on the job, and under a doctor's care, will not be charged time off from his sick leave reserve.

Section 22.13 Union Business

The Local Union Chapter Chairperson or his delegate, is to be allowed time off Township time for special Union business meetings that may arise. He will not be penalized for absence, nor shall his absence be charged to his sick or business time, provided it does not exceed two (2) full days in any one (1) given year. Additional time may be granted by permission of the immediate supervisor. The Union shall furnish the Township with evidence of the conference or Union business that he is going to attend.

Section 22.14 Pensions

The current Pension Plan which the Township has shall be adopted as the Pension Plan of the employees covered under this Agreement. Said Pension Plan shall provide that any employee who is a participant in the Plan for twenty (20) months shall be entitled to receive the full vested contribution upon their termination of employment. The Township will, however, assist in expediting receipt of funds upon termination.

The Township shall contribute the following amounts to each eligible employee's

plan, based upon current annual salary, exclusive of any overtime, or other additional remuneration as set forth in the Pension Plan:

1996 - 8%

1997 - 9%

1998 - 9%

Section 22.15 Education Classes

The Township will pay for courses approved in advance. Employee must submit a completion certificate or a passing grade upon receipt of same from school. If employee does not receive a passing grade or completion certificate and present same within ninety (90) days, then the Township shall be reimbursed for the cost of the course, or the same will be deducted from employee's pay in four (4) equal installments on next succeeding pay periods. Employee must sign a wage withholding authorization to authorize reimbursement to Township at the time payment for the course is received.

Section 22.16 CDL Licenses

The Township will pay the cost of renewal of CDL Licenses and the medical examination required by State and/or Federal Regulation.

ARTICLE 23

Termination

Section 23.1

This Contract will continue in full force and effect until 11:59 P.M. on December 31, 1998.

Section 23.2

If either party desires to terminate this Contract, it will, not less than ninety (90) days prior to termination date, give written notice of termination. If neither party gives notice of amendment as hereafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Contract, including this Article, will continue in effect from year to year thereafter.

Section 23.3

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

Section 23.4

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail, addressed, if to the Union, to its President, at his resident address; and, if to the Township, to the Township Board, or to any such address as the Union or Board may direct to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28th day of JULIE, 1996.

Section 23.2

If either party desires to terminate this Contract, it will, not less than ninety (90) days prior to termination date, give written notice of termination. If neither party gives notice of amendment as hereafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Contract, including this Article, will continue in effect from year to year thereafter.

Section 23.3

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

Section 23.4

Notice of termination or modification will be in writing and will be sufficient if delivered personally or mailed by certified or registered mail, addressed, if to the Union, to its President, at his resident address; and, if to the Township, to the Township Board, or to any such address as the Union or Board may direct to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 1996.

BY THE CHARTER TOWNSHIP
OF BROWNSTOWN

BY THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES and MICHIGAN COUNSEL
NO. 25, LOCAL UNION 292

WC Keller
Linda S. Smith

John E. ... 06-28-96
Dennis ...
Lorena J. ...

WITNESSES:

Dugan ...
Beverly J. ...

Judith A. ...
Jana D. ...

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6.28.96

BY THE CHARTER TOWNSHIP
OF BROWNSTOWN

WC Keller

Linda L. Smith

WITNESSES:

Rugonyhahan

Barbara J. Niemi

BY THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES and MICHIGAN COUNSEL
NO. 25, LOCAL UNION 292

Dennis Duran

Lorena J. L. Schutte

Judith A. Crosetti

Susan D. Whiteaker

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
TYPIST	1995	8.15	8.80	9.80	10.30	10.70
01/01/96	6.50	8.39	9.06	10.09	10.61	11.02
01/01/97	6.50	8.64	9.33	10.39	10.93	11.35
01/01/98	6.50	8.90	9.61	10.70	11.26	11.69
CLERK TYPIST						
CASHIER	1995	9.40	10.40	11.74	12.24	12.64
01/01/96	8.00	9.68	10.71	12.09	12.61	13.02
01/01/97	8.00	9.97	11.03	12.45	12.99	13.41
01/01/98	8.00	10.27	11.36	12.82	13.38	13.81
BILLING						
OPERATOR	1995	9.50	10.50	11.87	12.37	12.77
01/01/96	8.10	9.79	10.82	12.23	12.74	13.15
01/01/97	8.10	10.08	11.14	12.60	13.12	13.54
01/01/98	8.10	10.38	11.47	12.98	13.51	13.95
BOOKKEEPER	1995	9.73	11.17	12.18	12.68	13.08
01/01/96	8.38	10.02	11.51	12.55	13.06	13.47
01/01/97	8.38	10.32	11.86	12.93	13.45	13.87
01/01/98	8.38	10.63	12.22	13.32	13.85	14.29
BUILDING						
INSPECTOR	1995	12.80	13.62	14.44	14.79	15.09
01/01/96	11.25	13.18	14.03	14.87	15.23	15.54
01/01/97	11.25	13.58	14.45	15.32	15.69	16.01
01/01/98	11.25	13.99	14.88	15.78	16.16	16.49
ANIMAL CONTROL	1995	12.45	13.40	14.33	14.68	14.98
01/01/96	10.50	12.82	13.80	14.76	15.12	15.43
01/01/97	10.50	13.20	14.21	15.20	15.57	15.89
01/01/98	10.50	13.60	14.64	15.66	16.04	16.37
ASST. FIELD INSP.						
EQUIP. OPERATOR	1995	12.15	13.10	14.33	14.68	14.98
01/01/96	10.50	12.51	13.49	14.76	15.12	15.43
01/01/97	10.50	12.89	13.89	15.20	15.57	15.89
01/01/98	10.50	13.28	14.31	15.66	16.04	16.37

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
MECHANIC	1995	12.15	13.10	14.33	14.68	14.98
01/01/96	10.50	12.51	13.49	14.76	15.12	15.43
01/01/97	10.50	12.89	13.89	15.20	15.57	15.89
01/01/98	10.50	13.28	14.31	15.66	16.04	16.37
ASST. MECHANIC	1995	11.80	12.90	14.02	14.37	14.67
01/01/96	10.20	12.15	13.29	14.44	14.80	15.11
01/01/97	10.20	12.51	13.69	14.87	15.24	15.56
01/01/98	10.20	12.89	14.10	15.32	15.70	16.03
METER REPAIR	1995	11.65	12.75	13.93	14.28	14.58
01/01/96	9.90	12.00	13.13	14.35	14.71	15.02
01/01/97	9.90	12.36	13.52	14.78	15.15	15.47
01/01/98	9.90	12.73	13.93	15.22	15.60	15.93
W/S LABORER						
METER READER	1995	11.45	12.65	13.76	14.11	14.41
01/01/96	9.80	11.79	13.03	14.17	14.53	14.84
01/01/97	9.80	12.14	13.42	14.60	14.97	15.29
01/01/98	9.80	12.50	13.82	15.04	15.42	15.75
SEWER VAC OP.	1995	12.05	12.90	14.11	14.46	14.76
01/01/96	10.30	12.41	13.29	14.53	14.89	15.20
01/01/97	10.30	12.78	13.69	14.97	15.34	15.66
01/01/98	10.30	13.16	14.10	15.42	15.80	16.13
TWP. MAINT./						
C.C. LABORER	1995	10.40	11.50	12.95	13.30	13.60
01/01/96	8.70	10.71	11.85	13.34	13.70	14.01
01/01/97	8.70	11.08	12.21	13.74	14.11	14.43
01/01/98	8.70	11.36	12.58	14.15	14.53	14.86

TOWNSHIP LABORER

GENERAL STATEMENT OF DUTIES: To perform a variety of public works construction, maintenance, repair and labor activities; to operate power driven equipment and tools; and to perform related work as required.

SUPERVISION RECEIVED: Employee is under the general supervision of a foreman or other official. Duties are frequently routine, and may be performed with some degree of independence. All work is subject to inspection while in progress and upon completion, although the employee is expected to work with little close supervision on regular phases of the work.

TYPICAL EXAMPLES OF WORK: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

Operate trucks, pumps, air compressors, tractors, lawn mowers, chain saws, sprayers and other power driven equipment and tools.

Mow grass and maintain lawns on Township property and parks.

Assists in the preparation of equipment and facilities used in Recreation programs and Township events.

Performs varied landscaping and grounds maintenance work.

General clean-up (pick-up and removal of litter and debris) of Township owned properties.

Plant, prune, spray and remove trees and shrubs.

Install, repair and maintain park equipment and facilities.

Assist in maintaining and performing repairs on public buildings.

Perform snow removal activities on sidewalks.

Makes repairs and adjustments to small engines, equipment and facilities.

Perform welding and cutting operation under supervision of Mechanic or other qualified personnel.

Responsible for reporting needed repairs or malfunctioning equipment.

Perform related work as requested.

QUALIFICATIONS FOR EMPLOYMENT:

Reasonable knowledge of work methods, practices and procedures involved in public works construction, maintenance and repair activities.

Reasonable knowledge of the operation of trucks and other automotive and power driven equipment and tools.

Ability to perform heavy manual labor under all types of weather and other conditions.

Ability to understand and follow oral and written instructions.

Familiarity with streets and other locations in the Township.

Physically active and strong.

Ability to work effectively with other employees.

Must have a current and valid CDL Motor Vehicle License and maintain same throughout their employment.

An employee in this class, upon appointment, should have the equivalent of the following training and experience.

Completion of at least the eighth school grade or equivalent. High School or Vocational School graduate preferred.

Reasonable experience in a variety of equipment operation, maintenance, construction and repair tasks.

Experience in maintaining grounds and buildings highly desirable.

Skill in operation and care of tools and equipment.

EQUIPMENT OPERATOR

GENERAL STATEMENT OF DUTIES: Under general supervision, to perform difficult and responsible public works construction and maintenance work involving the safe and efficient operation of heavy and special automotive and power driven equipment; and to perform related work as required.

SUPERVISION RECEIVED: Work is performed under the general supervision of a foreman or other official.

TYPICAL EXAMPLES OF WORK: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

Subject to general assignment and to inspection of work during progress and upon completion, but with responsibility for the safe and efficient operation and maintenance of equipment.

Operate a road grader, crane, heavy bulldozer or designated equipment in performing the more difficult and responsible equipment operation work.

Manipulate controls to operate equipment in a safe and efficient manner.

Supervise the change of various attachments on equipment and field adjustments.

Lubricate, fuel and clean equipment as required.

Drive snow plow, trucks, front end loaders, street sweepers, loader, pumps, compressors and other power driven equipment and tools.

Operate cement grinder, concrete saw, roller or stump grinder.

Perform street patching and repair work.

Perform general maintenance tasks and maintaining public buildings and grounds.

Perform related work as required.

QUALIFICATIONS FOR EMPLOYMENT:

Thorough knowledge of the operation and maintenance requirements of various

types of heavy and special automotive and power driven equipment.

Considerable knowledge of traffic laws, ordinances and practices involving the operation of all types of public works automotive equipment and tools.

Considerable knowledge of automotive and power driven equipment lubrication and repair activities.

Ability to operate various types of automotive and power driven equipment with considerable skill.

Ability to understand and follow oral and written instructions.

Familiarity with streets and principal locations in the Township.

Mechanical aptitude.

Physical agility.

Ability to establish and maintain satisfactory working relationship with the public and other employees.

Must have a current and valid CDL Motor Vehicle License and maintain same throughout their employment.

An employee in this class, upon appointment, should have the equivalent of the following training and experience.

Completion of at least the eighth school grade or equivalent.

Several years of responsible experience in the operation of various types of heavy automotive and special power driven equipment related to public works activities.

BUILDING INSPECTOR

GENERAL STATEMENT OF DUTIES: Under general supervision, to perform technical and specialized inspection work involving building construction, alteration and zoning activities to ensure compliance with established standards, ordinances, codes, rules and regulations; to prepare correspondence, records and reports and to perform related work as required.

SUPERVISION RECEIVED: Work is performed under the general supervision of the director of the Building Department or other designated official.

TYPICAL EXAMPLES OF WORK: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

Inspect plans and specifications for new buildings and the remodeling or alteration of buildings before permits are issued and make inspections to ensure compliance with ordinances and building codes.

Inspect building construction and demolition work to ensure proper safety methods are used for the protection of adjacent property and the general public.

Inform and advise contractors and homeowners regarding building codes and give information on proper construction methods and procedures.

Advise and assist contractors, builders and the general public in preparing applications and issuing permits.

Investigate alleged violations of building codes and zoning ordinance and take necessary action to ensure enforcement.

Testify in court as necessary.

Prepare and maintain records and reports of inspections, complaints and investigations.

Inspect signs and other structures.

Approve issuance of certificates of occupancy.

Inspect licensed junk yards.

Answer a wide variety of request for information regarding building construction, alteration and repair.

Prepare records and reports.

Perform related work as required.

QUALIFICATIONS FOR EMPLOYMENT:

Considerable knowledge of the laws, ordinances and codes dealing with building construction and zoning standards and requirements.

Considerable knowledge of the methods, materials and techniques in building design and construction.

Reasonable knowledge of inspection methods, practices and techniques pertaining to building and zoning.

Ability to read and interpret plans, specifications and blueprints.

Ability to detect structural and other faults and to appraise the quality of construction and workmanship.

Ability to assemble data and to prepare accurate correspondence, records and reports.

Tact and diplomacy in dealing with the general public and other officials.

Initiative and resourcefulness in maintaining an effective building inspection program.

Must possess and maintain at all time during employment, a Registration with the State of Michigan pursuant to the Building Officials and Inspectors Registration Act (MCL 338.2301 et seq) and any amendment, modification or substitution thereof.

An employee in this class, upon appointment, should have the equivalent of the following training and experience.

Graduation from an accredited high school or GED equivalent, including or supplemented by training in general construction, blueprint reading and related work.

Considerable experience as a skilled craftsman, engineering assistant or in responsible work related to building construction work.

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LABORER

GENERAL STATEMENT OF DUTIES: Under supervision, to perform a variety of public works construction, maintenance, repair and labor activities; to operate power driven equipment and tools; and to perform related work as required.

SUPERVISION RECEIVED: Work is performed under the supervision of a foreman or other official.

TYPICAL EXAMPLES OF WORK: An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

Rod, flush, clean and repair sanitary and storm sewer mains and laterals.

Lay brick in repairing manholes, catch basins and other masonry structures.

Operate trucks, pumps, air compressors, rodding machines, tractors, lawn mower, tree sprayer and other power driven equipment and tools.

Perform snow removal activities.

Make minor repairs and adjustments to equipment and facilities.

Repair and patch streets and alleys.

Assist in maintaining public buildings.

Operate mosquito spraying equipment.

Perform minor carpentry, construction and bench repair work.

Perform meter reads and assist in meter exchanges, repairs and maintenance as necessary.

Perform related work as required.

QUALIFICATIONS FOR EMPLOYMENT:

Reasonable knowledge of work methods, practices and procedures involved in public works construction, maintenance and repair activities.

Reasonable knowledge of the operation of trucks and other automotive and

power driven equipment and tools.

Ability to perform heavy manual labor under all types of weather and other conditions.

Ability to understand and follow oral and written instructions.

Familiarity with streets and other locations in the Township.

Physically active and strong.

Ability to work effectively with other employees.

Must have a current and valid CDL Motor Vehicle License and maintain same throughout their employment.

An employee in this class, upon appointment, should have the equivalent of the following training and experience.

Completion of at least the eighth school grade or equivalent.

Reasonable experience in a variety of equipment operation, maintenance, construction and repair tasks.

MEMORANDUM OF UNDERSTANDING

It is understood and agreed by and between the CHARTER TOWNSHIP OF BROWNSTOWN and LOCAL UNION CHAPTER #292, affiliated with the Michigan Council #25 of the American Federation of State, County and Municipal Employees that the agreement dated June 26, 1996 shall be modified as follows:

1. Article 18, Section 18.7 Insurance Benefits for Retired Employees shall be modified to add the following:
 - (a) For the year commencing May 1, 1998 and ending April 30, 1999 the Township contribution for the monthly premium for Medicare supplemental insurance cost shall be a maximum of \$270.88 each for employee and spouse.

The balance of the contract shall, in all other respects remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this 20th day of April, 1998.

LOCAL #292 AFSCME COUNCIL #25

By Jerome R. Middleton
By Landra J. Cicotte

CHARTER TOWNSHIP OF BROWNSTOWN

By W.C. Bolles
By Linda R. Smith

WITNESSES:

Linda A. Kooyman
Juan W. Whiteaker

Dolores Jones
Angela J. Pimpeddy