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3/31/2000

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AGREEMENT
between
CHARTER TOWNSHIP OF CANTON
and
LOCAL #3860 AFSCME
04/01/96 - 03/31/2000

Canton Township

TABLE OF CONTENTS

AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - CHECK-OFF OF UNION DUES AND SERVICE FEES - EMPLOYEES AUTHORIZATION, REVOCATION	2
ARTICLE 4 - REPRESENTATION	3
Bargaining Committee	3
Grievance Committee	3
Representation Areas	3
New Representation Areas	3
Notification to Employer of Union Representatives	3
Investigations By Grievance Committee	4
Visits by Union Representatives	4
Special Conferences	4
No Discrimination Against Union Members	4
Guarantee of Rights	5
ARTICLE 5 - GRIEVANCE PROCEDURE	5
Step I	5
Step II	5
ARTICLE 6 - NO STRIKE - NO LOCKOUT	6
ARTICLE 7 - DISCIPLINE	6
Pre-Disciplinary Hearing	6
Use of Past Record.	7
ARTICLE 8 - SENIORITY	7
Probationary Employees	7
Seniority	8
Layoff Procedure	8
Recall	9
Loss of Seniority	10
President's Seniority	10

TABLE OF CONTENTS

ARTICLE 9 - PROMOTIONS	10
Filling Vacancy	10
Posting Requirements	10
Testing Requirements	10
Outside Bargaining Unit	11
Expiration of List	11
Promotional Probation Period	11
Promotion Pay Rates	11
Temporary Openings	12
Rates on Transfers	12
Step-Up Pay	12
Lateral Transfers	12
Return to Bargaining Unit After Promotion Outside of Bargaining Unit	12
 ARTICLE 10 - LEAVES OF ABSENCE	 12
Requesting Leave of Absence	12
Reasons for Leaves	13
Returning from Leave of Absence	13
Extension of Leave	13
Copies of Leaves of Absence	14
Seniority During Leaves	14
Economic Benefits During Approved Sick or Disability Leaves	14
Family and Medical Leave Act	14
 ARTICLE 11 - GENERAL PROVISIONS	 14
Union Bulletin Board	14
Work Rules	15
Safety Committee	15
Sole Agreement	15
Residency	15
Another Labor Group	15
Identification Cards	16
Meal Allowance	16
Wash-Up Time	16
Bargaining Unit Work	16
Attendance	16
Fatigue Time	17
Donating Sick Days	17
Maintenance of Conditions	17
Subcontracting	17
Liability Insurance	17
Management Rights	18
Equipment Safety	18
Copies of Contract	18
Job Descriptions	18

TABLE OF CONTENTS

ARTICLE 12 - WAGES, HOURS, AND ECONOMIC BENEFITS	19
Hours of Work	19
Work Week	19
Premium Pay	19
Compensatory Time	19
Overtime	20
Relief Periods	20
New Jobs	21
Holiday Pay	21
Vacations	22
Bonus Vacation Time	23
Personal Leave Days	23
Sick Days	24
Funeral Leave	24
Jury Duty	25
Pay Period	25
Workers' Compensation	25
Mileage	25
Uniforms and Safety Equipment	26
Pension Plan	26
Retiree Benefits	27
Longevity Pay	28
Life Insurance	28
Hospitalization, Surgical Coverage	28
HMO Option	28
Sickness And Accident Benefits	29
Short Term	29
Long Term	29
Optical Program	29
Dental Insurance	30
Repayments	30
Tuition Reimbursement	30
Purpose and Scope:	30
General Provisions:	31
Procedures	32
Disability Retirement Policy	33
Retroactivity	35
Wages	36
ARTICLE 13 - SAVINGS CLAUSE & WAIVER	40
ARTICLE 14 - DURATION AND TERMINATION	40

AGREEMENT

This agreement, entered into this 13th day of January, 1998 between the Charter Township of Canton (hereinafter referred to as the "EMPLOYER" and Local #3860 affiliated with Council #25 and the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the residents and businesses of Canton Township, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the employees' success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees of Canton Township.

ARTICLE 1 - RECOGNITION

The Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to the rate of pay, wages, hours of employment, and other conditions of employment for the term of the agreement for all of the employees of Building Services Division, Engineering Services Division, Parks and Recreation Services Division, Public Works Division, Grounds Maintenance Division and Facilities Maintenance Division, excluding supervisory, clerical, firefighters, police officers, dog warden, elected and/or appointed officials, and part-time employees who work twenty hours or less per week, and seasonal, temporary and provisional employees of the Employer.

ARTICLE 2 - UNION SECURITY

1. Employees covered by this agreement at the time it becomes effective, and who are members of the Union at the time, shall be required as a condition of employment to either continue membership in the Union for the duration of this agreement or pay a service fee equal to the regular dues for the duration of this agreement.

2. Employees covered by this agreement, who are not members of the Union at the time it becomes effective, shall be required as a condition of employment to become members of the Union or pay a service fee equal to the regular monthly dues for the duration of this agreement, on or before the tenth day after the thirtieth day following such effective date.

3. Employees hired, rehired, reinstated, or transferred into the bargaining unit and covered by this agreement shall be required as a condition of continued employment to become members of the

Union or pay a service fee equal to the regular monthly dues for the duration of this agreement, on or before the tenth day following the thirtieth day following the beginning of their employment in the unit.

4. An employee who shall tender the periodic dues or the service fee shall be deemed to meet the conditions of this article.

5. Employees shall be deemed to be in compliance with this article if they are not more than forty (40) days in arrears in payment of membership dues or the service fees.

6. The Employer shall be notified, in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees. In this notification, the Union shall request that the employee be terminated by the Employer. The Employer will then notify that employee in writing within seven (7) days, stating if the employee does not pay the amount in arrears, or present justification for his failure to pay said amount, within fourteen (14) days from the date notice is sent to the employee, the employee will be discharged upon the expiration of the fourteen (14) day period. This discharge shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

ARTICLE 3 - CHECK-OFF OF UNION DUES AND SERVICE FEES - EMPLOYEES AUTHORIZATION, REVOCATION

The Employer will deduct from the pay of each employee covered by this agreement, membership dues or service fees, provided that at the time of such deduction there is in the possession of the Employer written assignment executed by the employee.

The form shall include the following language:

"This assignment shall become effective upon receipt by the Township in accordance with its terms and shall remain in effect for the duration of this collective bargaining agreement provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this agreement."

The Employer will deduct current membership dues and service fees, except assessments which are not a uniform requirement of all employees. Half of the monthly deduction shall be made from the employee's pay twice a month. If the employee has no pay coming for such period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

The Employer will deduct from the pay of the employees in any month, only the Union membership dues or service fees becoming due and payable in the month.

All such sums deducted shall be remitted to the financial secretary of the Union not later than the last day of the calendar month in which such are made.

The Union will notify the Employer in writing of any changes of dues or services fees at least one complete pay period prior to the effective date of such changes.

ARTICLE 4 - REPRESENTATION

1. Bargaining Committee

The employees shall be represented by a bargaining committee of not more than three (3) employee members. No more than one (1) of said employee members shall be from the same work section (as defined in Article 12, Section 5 of this collective bargaining agreement.) This committee may be selected in any manner determined by the Union. A Council 25 representative may be a member of this committee.

The bargaining committee shall be charged with the duty of negotiating contracts.

Members of the bargaining committee performing bargaining committee related duties shall only be compensated at their regular pay for only the regular work day at straight time hours.

2. Grievance Committee

The Employer shall recognize a grievance committee composed of one (1) steward from the representation area in which the grievance arises and the local President. In those instances where the steward from the representation area in which the grievance arises is not available, then the other steward shall be allowed to be a member of the grievance committee if needed. Not more than one (1) steward shall be on the grievance committee at any one (1) time unless one is the grievant.

3. Representation Areas

The entire bargaining unit shall be considered one representation unit. One Steward shall represent the Public Works Division, and one Steward shall represent all other employees in the unit.

4. New Representation Areas

If a new representation area is established or a department is created or expands so as to warrant additional representatives, the question shall be subject to negotiation.

5. Notification to Employer of Union Representatives

The Union shall notify the Employer, in writing, of the names and titles of its representatives. No representatives shall be permitted to act as such until the Employer is so advised that the person has become a representative.

6. Investigations By Grievance Committee

It is recognized that members of the Grievance Committee may exercise their right to investigate and process grievances after receiving permission to do so from their supervisor and after arrangements have been made to relieve them from their jobs. Permission to do so will not be unduly withheld. This right must be exercised with reasonableness. Members of the Grievance Committee performing grievance related duties shall only be compensated at their regular pay for the regular work day at straight time hours.

The parties agree that the following list of union activities are allowed subject to the conditions and restrictions set forth above.

- a. Calling Township administrators, officials, supervisors or their secretaries for information pertinent to the union.
- b. Dropping off correspondence to Township administrators, officials, supervisors, or their secretaries, or Council 25 representatives, within Township limits.

7. Visits by Union Representatives

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, District Council 25 representatives, or International Representatives, not more than two (2), shall have access to the premises of the Employer at any time during working hours, to conduct Union business pertinent to the facility. Said union representatives shall register with the Manager of the Division they will be visiting prior to conducting their business.

8. Special Conferences

Special conferences for matters other than grievances will be arranged between the local president and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and no more than two (2) representatives of the local. Arrangements for such special conference shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at time the conference is requested in writing. Special conferences shall be held at a time mutually agreeable to the parties.

The members of the Union shall only be compensated at their regular pay for only the regular work day at straight time hours. This meeting may be attended by members of the International Union or Council 25.

9. No Discrimination Against Union Members

There shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

10. Guarantee of Rights

The Employer shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for union activity.

ARTICLE 5 - GRIEVANCE PROCEDURE

The following procedure shall be used to adjust, settle and dispose of employee grievances. Grievances shall be limited to a complaint of an employee which involves the interpretation or application of, or compliance with, the provisions of this collective bargaining agreement.

Section 1

Step I - Any employee who feels aggrieved shall present his grievance within five (5) working days of its occurrence to his immediate supervisor or he may request his supervisor to get his steward. In such event, the supervisor shall get the steward without unreasonable delay. If discussion between the employee, steward, and the employee's immediate supervisor fails to settle the matter, it shall then be reduced to writing within five (5) working days and presented to the employee's immediate supervisor for his written, dated, signed disposition. The supervisor shall acknowledge receipt of the grievance by signing for it. This disposition must be returned to the local union president within five (5) working days of receipt of the written grievance.

Step II - If after reviewing the grievance the Union feels the answer is not satisfactory, it may within ten (10) working days after the answer is due, and by written notice to the Administrative Services Director, request arbitration. Should the parties fail to agree upon an impartial arbitrator within ten (10) working days, then within a reasonable period of time, not more than twenty (20) working days after notice of request for arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle the dispute after request for arbitration has been made. The parties agree that in all cases of suspension and discharge every effort will be made to set a prompt hearing date. Only one local union officer and the aggrieved employee and witnesses will be allowed to attend the arbitration hearings with pay.

The arbitrator so selected shall hear the matter promptly and shall issue his decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issue submitted.

The power of the arbitrator stems from this agreement and his function is to interpret and apply this agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any terms of this agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, the employees, and the grievant.

Resort to the grievance procedure shall be the sole and exclusive method of "due process" and redress available to all members of the bargaining unit in regards to all matters of application and

interpretation of this agreement, including but not limited to all matters of discipline, discharge, layoff and promotion. Bargaining unit members shall have no right of appeal to any other forum including the Township Merit System Commission or any similar administrative body.

The costs for the arbitrator's services, including his expenses, shall borne equally by the parties. Each party shall pay for its own expense.

Section 2

No claims, including claims for back wages, by an employee covered by this agreement or by the Union against the Township shall be valid for a period of more than two (2) working days prior to the date the grievance was first discussed (Step 1), unless the circumstances of the case were unknown by the employee or the Union, as the case may be, and that he, or the Union, had grounds for such claim prior to that discussion in which case the claim shall be limited retroactively to a period not to exceed fourteen (14) calendar days prior to the date the employee, or the Union, first processed the grievance.

Section 3

Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time limits herein, the grievance shall be considered settled in favor of the last moving party, without setting a precedent.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

1. The Union and the members of the bargaining unit shall not engage in or sanction any strikes, sit-downs, stay-ins, slowdowns, stoppages or delays of any nature during the term of this agreement. The Union shall be entitled to a review of any disciplinary action taken by the Employer in the manner provided in the Discipline section of this contract and grievance procedure.

2. The Employer agrees that it shall not lock out any employees during the term of the agreement.

ARTICLE 7 - DISCIPLINE

1. It is agreed that the maintenance of discipline is essential to the satisfactory operation of all departments.

2. Pre-Disciplinary Hearing. Prior to issuing any disciplinary action, the accused employee will be presented with written notice of the charges filed against him. The accused employee has the right to an informal hearing, conducted by the Department Director, prior to the issuance of any disciplinary action. The Employer will provide the employee with an explanation of its evidence and the employee will have the opportunity to present his version of the incident. The employee shall be accompanied by his union steward at this informal hearing, unless the steward's presence is waived in writing. The steward will be called promptly.

3. All grievances involving discipline shall be filed in writing at Step II of the grievance procedure within five (5) working days, exclusive of premium pay working days, after the discipline is given. If the employee fails to file a grievance within this time limit the penalty shall stand as final and binding.

4. When a disciplinary action has been taken by the Employer against an employee, the Union shall be given a copy of the action taken unless the employee notifies the Employer to the contrary.

5. Use of Past Record. In imposing disciplinary penalty on a current charge, the Employer shall not take into account any prior infractions which occurred more than thirty (30) months previously in assessing penalties. (Upon request of the Union, the employer shall supply a copy of the employee's disciplinary record to the Union unless the employee notifies the Employer to the contrary.)

6. Resort to the grievance procedure is the sole and exclusive method of "due process" available to members of the bargaining unit in regard to labor agreement matters.

7. The Employer agrees to abide by the principles of graduated corrective action in ordinary cases of discipline. This means that the usual order of discipline will be administered as follows:

1. Written Reprimand
2. Suspension
3. Discharge

It is further recognized that the nature of the offense effects the severity of the penalty issued and that these steps need not be followed in cases of serious misconduct.

ARTICLE 8 - SENIORITY

1. Probationary Employees

A new employee shall be a probationary employee without seniority until he has completed one (1) year of service. At the end of this period, he shall be terminated or entered into the seniority list of the Employer as of the first day of his most recent regular, full-time employment with the Employer.

It is understood and agreed by the Employer and the Union that probationary employees may be discharged by the Employer at any time prior to the end of this probationary period without right of appeal to any forum including the contractual grievance/arbitration procedure, the Merit System Commission or any similar administrative body. The Employer may also transfer probationary employees at any time during this period. Prior to the end of the employee's probationary period, the Employer shall meet and consult with the union representatives regarding the employee's continued employment.

2. Seniority

Seniority is defined as the employee's length of employment since his last date of hire as a regular, full-time employee with the Employer.

Each employee, upon completion of his probationary period, shall be placed on the seniority list. Employees having the same hire date shall appear on the seniority list in alphabetical order of the last name.

Part-Time, seasonal, temporary and provisional employees shall not acquire seniority and are not subject to any provisions of this agreement, except Article 1 and Article 8, Sections 1, 2 and 3.

Part-time employee shall mean an employee who works no more than twenty (20) hours per week. Part-time employees may be assigned to work full-time on a temporary basis for not more than eight weeks in a calendar year.

Seasonal or temporary employee shall mean an employee who is hired for a period of not more than 1600 work hours in a calendar year. Should the work be continued without interruption, or be continued within ninety (90) calendar days following the termination of such employee, the position shall be considered a full-time position and shall be filled according to the provisions of this collective bargaining agreement or the Merit System Ordinance, whichever is applicable.

The Township will provide the local president with a quarterly listing of the hours worked by seasonal or temporary employees.

Seasonal and temporary employees may be assigned to work any schedule, including evenings and weekends, as long as the maximum yearly hours for their status is not exceeded.

Provisional employees may be hired as fill-ins for seniority employees with the understanding that they are working in place and instead of the seniority employees and will be terminated within thirty (30) calendar days following the return or termination of the seniority employee for whom they are filling in.

It is agreed that these part-time, seasonal, temporary and provisional employees will not be used to reduce the number of bargaining unit employees below thirty-three (33).

3. Layoff Procedure

When it is necessary to lay-off employees in any Division, the following shall govern:

A. Part-time, seasonal, temporary and provision employees who perform work similar to bargaining unit employees will be laid off in any order within the Division affected by the layoff, providing the remaining employees are able to perform the work with normal instructions and supervision and providing further that they possess those minimum qualifications, certifications, and/or licenses required for the position by law.

B. Regular full-time probational employees are the next to be laid off in any order within the Division affected by the layoff, providing the remaining employees are able to perform the work with normal instructions and supervision and provided further that they possess those minimum qualifications, certifications, and/or licenses required for the position by law.

C. If it is necessary to lay off additional employees, they shall be laid off in reverse seniority order within the Division affected by the layoff, providing the remaining seniority employees are able to perform the work with normal instructions and supervision, and providing further that they possess those minimum qualifications, certifications and/or licenses required for the position by law.

D. An employee affected by a layoff may bump into a position of equal or lower classification within the bargaining unit, which is held by an employee with less seniority, provided the employee can perform the duties of the new position with normal instructions and supervision and providing further the employee possesses those minimum qualifications, certifications, and/or licenses required for the position by law. Any employee who so chooses to bump shall have no choice of the position into which he will be placed, but he shall bump the least senior employee in his classification. If there are no lesser seniority employees in the employee's classification, then the employee shall bump the least senior employee in the bargaining unit, in an equal or lesser classification, provided he can perform the work with normal instructions and supervision, and provided further that the employee possesses those minimum qualifications, certifications and/or licenses required for the position by law. An employee who bumps into another position shall be paid at the pay rate of the new position in accordance with his seniority.

E. An employee must notify the Employer in writing of his intention to exercise bumping rights within five (5) working days of the date of his layoff notice or he shall forfeit all rights to bump.

4. Recall

Recall of seniority employees shall be in reverse order of layoff. Employees who are on the layoff list shall have five (5) working days from date of notification by registered or certified mail within which to return to service. During this time the job may be temporarily filled by the Employer. If the employee is in a situation which makes it difficult for him to return within this time, he must make a request within this time for an extension by registered or certified mail. The extension will not be unduly withheld. The Employer may require proof of the reasons for the extension. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall and his employment with the Employer shall be terminated.

5. Loss of Seniority

Seniority shall be broken and forfeited and the employee shall be immediately terminated from employment if an employee:

- a. Quits or retires
- b. Is discharged and the discharge is not reversed through the grievance procedure.
- c. If he is absent for three (3) consecutive working days without notifying the employee's immediate supervisor, unless it is physically impossible for him to do so.
- d. Fails to return after recall.
- e. If he is laid off for a period equal to his seniority at the time of layoff, or for two (2) years, whichever is less.
- f. Separates upon settlement covering total disability.
- g. Fails to return from any leave of absence as defined in this agreement.

6. President's Seniority

Notwithstanding his place on the seniority list, the President shall be deemed to have the most seniority for the purpose of layoff only, providing he is able to do the available work....

ARTICLE 9 - PROMOTIONS

1. Filling Vacancy

Whenever a vacancy exists, the Employer shall determine whether the vacancy shall be filled.

2. Posting Requirements

Should the Employer determine that a promotional vacancy be filled, it will post a notice that such vacancy exists. The notice will contain the qualifications required of the applicant for the position and a brief description of the job duties. Said qualifications shall be reasonable and related to the particular job. The job shall be posted for five (5) working days, and the employees shall bid on the job during this five (5) day period. It is understood that an employee may request, in writing, to be placed on the bid sheet in the event he is not present at the time the job is posted. In addition to signing the bid sheet, the employee shall present a resume to the Personnel Manager detailing the employee's experience and training which the employee feels qualifies him for the position. This resume must be presented to the Personnel Manager within the five (5) day posting period.

3. Testing Requirements

The competitive elements of the promotional examination shall consist of an Oral Interview consisting of a three (3) member Oral Board and a Written Examination or a Field Test. The passing grade on each element of the examination shall be seventy percent (70%), and the failure of an applicant to achieve a combined weighted score of 70% or higher on the Oral and on the Written Examination or

Field Test shall disqualify him from further consideration. Results of the promotional examination shall be determined on the basis of a combined weighted score computed as follows: The percentage score attained on the Written Examination or Field Test multiplied by fifty percent (.50) and the percentage score attained on the Oral Interview multiplied by fifty percent (.50). Seniority shall be taken into consideration in the promotional examination process. All employees who successfully complete the promotional examination shall be placed on the promotional eligibility list in order of their combined weighted score. The Employer shall make the promotion from among the top three (3) employees on the promotional eligibility list and any employees applying for the position as a lateral transfer.

- (a) Field Testing shall be applicable for promotion to Equipment Operator, Greenskeeper, Mechanic, Building Inspector and other positions that may be agreed upon between the Union and the Employer.
- (b) Any portion of the promotional examination process may be waived by mutual written consent of the Employer and Union.

4. Outside Bargaining Unit

If no employee meets the minimum qualifications for consideration, or if no employee successfully completes the promotional examination, or if no employee bids for the promotion, the Employer may fill the vacant position from outside the bargaining unit.

5. Expiration of List

A promotional eligibility list shall be established consisting of those employees who have qualified for promotion. This list shall exist for six (6) months or until such time as no employees remain on the list. During this period of time promotions to the position for which the list was established shall be made from among the employees on that list.

6. Promotional Probation Period

Once an employee is promoted he shall serve a one (1) year probation period. If at the end of this period the employee can adequately perform the duties of the position to which he was promoted, he will be formally raised to this position. If it is determined by the Employer in its discretion anytime during this period that the employee cannot perform the duties of the position to which he was promoted, he will be returned to his prior position and will be paid in accordance with his seniority. The employee may be given a written performance evaluation every two months during this probation period. Nothing in this Section shall preclude the Employer from waiving the probation period at any time in its sole discretion.

7. Promotion Pay Rates

A promoted employee will be advanced to the "Start" rate of the new classification. The employee shall then progress in that pay grade according to length of service in that grade, said date of service commencing on the date of promotion. If the "Start" rate of the new classification is less than

the employee is currently receiving, the employee shall begin at the minimum pay rate of the new classification which provides the employee an increase over his present rate.

8. Temporary Openings

Temporary openings due to illness, leave, emergency or lack of manpower, may be filled by the Employer for a period of 180 days by transferring another employee or employees to the job. The opening may be filled for a longer period of time if mutually agreed to by the Employer and the Union.

9. Rates on Transfers

The employee takes the rate of the job if he requests the transfer, or if temporarily transferred by the Employer to a lower rated job he retains his old rate, if it is higher, for the duration of the transfer.

10. Step-Up Pay

Any employee requested to work in a classification other than his regular classification for more than four (4) hours, shall receive the starting rate of pay for the higher classification, or his rate, whichever is higher. If the starting rate of the step-up classification is less than the employee is currently receiving, the employee shall be paid at the minimum pay step of the step-up classification which provides the employee an increase over his regular pay rate. Step-up pay shall be limited to two (2) weeks duration. Assignments of longer than two (2) weeks duration shall be considered Temporary Openings.

11. Lateral Transfers

An employee wishing to be considered for a vacant position which is a lateral transfer (i.e. the same classification, but a different Division) shall place his name on the bid sheet in accordance with Section 1 of this Article. The Employer shall make lateral transfers in its sole and exclusive discretion.

12. Return to Bargaining Unit After Promotion Outside of Bargaining Unit

Any employee who is promoted outside of the bargaining unit and is later returned to the unit within one (1) year of the promotion shall be entitled only to the seniority he had at the time of promotion and shall only be entitled to the lowest paid job in the bargaining unit. If the promoted employee does not return to the bargaining unit within one (1) year he shall forfeit all bargaining unit seniority.

ARTICLE 10 - LEAVES OF ABSENCE

1. Requesting Leave of Absence

Upon application to the appropriate Department Director, with at least ten (10) working days advance notice when possible, a leave of absence may be granted, without pay, to an employee for up

to ninety (90) calendar days. No employee may work at a different job, for a different employer, while on leave of absence unless clearly stated in the approval.

2. Reasons for Leaves

Leaves may be granted for the following reasons, which are not all inclusive.

(a) To settle an estate outside of the immediate residence of the employee, not to exceed six (6) months, based on need. Proof of said need may be required by the Employer.

(b) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized university, trade school, or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.

(c) Sick Leaves. Any employee known to be ill, supported by reasonable medical evidence, will be granted sick leave during said illness for a maximum period of two (2) years, or the length of his seniority, whichever is less. If the disability is of a type which allows prior notification then the employee shall notify the Employer as soon as is practicable of the day the leave will commence.

(d) Pregnancy Disability Leave shall be administered in accordance with federal law.

(e) All Military Reserve Units as it applies to cruises, encampments, and/or temporary call out duty. The Employer shall make up the difference in pay to a maximum of ten (10) working days in a calendar year.

(f) Child Care. A leave of absence for child care may be granted to an employee upon request for period of not more than one (1) year. An extension may be granted for up to one (1) additional year.

3. Returning from Leave of Absence

When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer that he is returning ready, willing and able to work, three (3) working days before his return to work. For leaves of absence of thirty (30) work days duration or longer the employee must give fifteen (15) calendar days notice of intention to return to work.

4. Extension of Leave

Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer agrees to give its answer, granting or denying the request for extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

5. Copies of Leaves of Absence

The Union will be given copies of leaves of absence when granted unless the employee notifies the Employer to the contrary.

6. Seniority During Leaves

Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time the leave was granted or two (2) years, whichever is less. No fringe benefits shall be continued or granted during the term of the leave of absence except as provided in Article 10, Section 7 and Article 12, Section 11e. If an employee is on an approved leave during his probationary period his seniority shall continue and accumulate as described above; but his probationary period shall be held in abeyance during the leave and shall be continued following return from the leave and will be based on actual time worked.

7. Economic Benefits During Approved Sick or Disability Leaves

The employee shall take any accumulated sick time.

During approved sick or disability leaves, the Employer shall continue to provide hospitalization, disability and life insurance for a period not to exceed the length of the approved leave. After the employee is off duty on an approved sick or disability leave for thirty (30) calendar days, sick days, personal days, vacation days and holidays shall be discontinued during the remaining term of the leave and shall be prorated upon the employee's return to work.

The Employer shall not provide any economic benefits for any other types or categories of leave, including, but not limited to, education, and military leaves beyond ten (10) working days duration.

8. Family and Medical Leave Act

An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's then existing FMLA Policy in addition to all other relevant sections of this contract.

ARTICLE 11 - GENERAL PROVISIONS

1. Union Bulletin Board

a. The Employer agrees to provide the Union with Union bulletin boards in Township buildings in which there are Union employees regularly employed. These bulletin boards, or anything posted thereon, will not be disturbed by any official of the Employer, unless approved by the Union. The bulletin boards shall be used only for the following notices:

- (1) Recreational and social events of the Union
- (2) Union meetings

- (3) Union elections
- (4) Reports of Union committees
- (5) Rulings or policies of the Union

b. The policing of the Union bulletin boards is an obligation of the Union.

c. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall entitle the Employer to require the Union to remove such material.

2. Work Rules

The Employer reserves the right to post work rules from time to time. These will become effective within five (5) work days after posting. The Union will be provided a copy of all work rules. The Union may challenge the reasonableness of any work rule through the grievance procedure within the above referenced five (5) day period.

3. Safety Committee

The bargaining unit shall select one of its members to be the unit's representative on the Township Safety Committee. The Safety Committee shall meet regularly during regular working hours for the purpose of making safety recommendations. The Safety Committee member shall only be compensated at his regular pay for only the regular work day at straight time hours.

4. Sole Agreement

This is the sole agreement between the parties. It may be amended any time by mutual agreement, in writing, and by negotiations, and such amendment, if agreed, will become a part of this agreement upon completion of negotiations. This agreement cannot be amended by an individual.

5. Residency

The Employer agrees that all employees on its roll as of the effective date of this agreement will not be required as a condition of employment to be residents of the Township now or in the future. The Employer reserves the right at its option to make residency a condition of employment for future employees. And the same requirement shall apply to all other employees of the Employer up to and including Department Directors.

6. Another Labor Group

The Employer agrees that it will not aid, promote, finance any labor group or organization which purports to engage in collective bargaining for employees in this unit, nor will it bargain or enter in any agreement with such group or organization.

7. Identification Cards

Identification cards may be provided to all employees. It is understood that these cards remain the property of the Employer and upon request of the Employer, or termination of employment, the cards must be returned to the Employer.

8. Meal Allowance

A meal allowance in the amount of five dollars (\$5.00) shall be provided to employees as follows:

a. If overtime exceeds two (2) hours continuation of a regular shift and the employee is not provided a meal break, the employee is entitled to a meal allowance. Thereafter, an employee is entitled to a meal allowance for each additional six (6) complete hours of overtime the employee works following his regular shift if the employee is not provided a meal break during this period of time.

b. If overtime exceeds six (6) hours worked and the employee is not provided a meal break, an employee is entitled to a meal allowance for each complete six (6) hours of overtime the employee works.

c. No taxes will be withheld from a meal allowance.

In regard to payment of overtime in such situation, if the employee is ordered to eat on the job, he will be considered as working and will be paid accordingly. If he eats in an eating place, he will be considered as taking an unpaid meal break and not paid for the time. In an emergency situation, the Employer can order the employees to eat on the job.

9. Wash-Up Time

Public Works and Grounds Maintenance employees shall be entitled to a ten (10) minute wash-up period at the end of the day. Exceptions to the above may be requested by the employee and granted with the approval of the appropriate supervisor.

10. Bargaining Unit Work

Supervision will not perform bargaining unit work. Bargaining unit work shall be performed by bargaining unit employees, except that the present supervisors employed as of May 14, 1976 shall be permitted to function as is their present practice.

11. Attendance

a. Employees are expected to report to work on time and to observe the working hours that have been established.

b. Employees who report to work late shall have the time deducted from their pay multiples of 1/10 of an hour's pay for each six (6) minutes the employee is late and the employee may be subject to disciplinary action in accordance with Article 7.

c. Public Works and Grounds Maintenance employees who are absent or who anticipate they will be tardy, must notify the Employer's designated representative before the start of their shift. All other employees must notify the Employer's designated representative within fifteen (15) minutes after the start of their shift. The Employer will provide a phone number for each employee work group to call in the event of absenteeism or tardiness.

12. Fatigue Time

a. Should an employee work a shift and a half or more within a continuous twenty-four (24) hour period, starting with his normal shift time, he shall be released, if he desires, for a period of six (6) hours before he is required to report to work for his next normal work day.

b. Should an employee work four (4) hours or more any time prior to the start of his shift following a Sunday or a holiday, he shall be permitted to be released, if he desires, for a period of six (6) hours before he is required to report to work for his next normal work day.

c. The employee may charge this time off to his vacation, compensatory time or personal leave bank to assure a full day's pay.

13. Donating Sick Days

Employees, at their discretion, may donate sick days to another employee, providing they retain seven (7) sick days for their own use.

14. Maintenance of Conditions

The Employer agrees that it will not reduce the wages in effect at the time of the signing of this agreement except as provided for in this agreement. The Employer further agrees, insofar as it is economically practical, to continue its practice as to hours of work and overtime policy, except as provided for in this agreement.

15. Subcontracting

The Employer agrees not to subcontract bargaining unit work which would result in the layoff of bargaining unit employees hired prior to May 1, 1993.

16. Liability Insurance

The Employer shall provide liability insurance which shall fully protect the employees from any damage claims arising in the course of their employment, providing such liability insurance coverage

is reasonably available in the insurance market. The Employer reserves the right to participate in risk management programs.

17. Management Rights

a. It is recognized that the government and management of the Township, the control and management of its properties, and the maintenance of the Township functions and operations, are reserved to the Township, and that all lawful prerogatives of the Township shall reign and be solely the Township's right and responsibility. Such rights and responsibilities belonging solely to the Township are recognized, prominent among which, but not by any means wholly inclusive, are all rights involving public policy, the right to decide the location and number of plants, departments, and etc., work to be performed within the unit, maintenance and repair, supervision, and all the amount thereof, machinery, tools, equipment, schedules of work, together with the selection, procurement, designing, engineering, and control of equipment and material.

b. It is further recognized that the responsibility of management of the Township, selection and direction of the working forces, including the right to hire, suspend, or discharge, assign, promote, or transfer, to determine the hours of work, to relieve employees from duty because of the lack of work, are solely the responsibility of the Township.

c. The Employer agrees that in the exercise of the responsibilities in Section a. and Section b. above, none of the provisions of this agreement will be abridged.

18. Equipment Safety

Any employee who feels that a piece of equipment is unsafe shall immediately report this to his supervisor and may also report this to a member of the Safety Committee established in Article 11, Section 3. The Safety Committee shall meet within five (5) working days of said report and shall make a recommendation to the proper Township officials regarding use of the equipment.

19. Copies of Contract

The Employer will provide copies of the tentative agreement, one (1) for each member, prior to ratification by the Union. When ratified, the Employer shall provide copies of the Collective Bargaining Agreement in booklet form, one (1) for each member and ten (10) for the Union.

20. Job Descriptions

The Employer will meet and negotiate upon the union's request in the event of any changes or alterations to new or proposed job descriptions.

ARTICLE 12 - WAGES, HOURS, AND ECONOMIC BENEFITS

1. Hours of Work

The established starting and quitting times for each department shall continue. Any changes in these hours of work shall be subject to negotiations between the parties. Employees will be allowed to take a one (1) hour lunch period each day, one-half (½) hour of which will be paid. The time for this lunch period shall be designated by the appropriate supervisor.

2. Work Week

The work week is Monday through Friday. Any change to the work week is subject to negotiations between the parties.

3. Premium Pay

- (a) Time and one half will be paid for time worked over eight (8) hours per day.
- (b) Time and one half will be paid for time worked over forty (40) hours per week.
- (c) Time and one half will be paid time worked on Saturday, except that employees laid off or absent during the week are required to make up the time before the premium applies. Any time off during the week on approved or paid leave will be counted as time worked.
- (d) Double time will be paid for all time worked on Sundays.
- (e) Double time will be paid for all time worked on holidays, plus the holiday pay.
- (f) Double time will be paid for all time worked in excess of sixteen (16) continuous hours. All work performed on Saturday prior to sixteen (16) continuous hours will be paid at time and one-half. All work performed on Saturday in excess of sixteen (16) continuous hours will be paid at double time.

4. Compensatory Time

Employees may accrue up to a maximum total of forty (40) hours in a calendar year of compensatory time at the appropriate overtime rate. Supervisors shall have discretion in approving or denying the authorization of compensatory time, but shall not unreasonably withhold approval. Employees are required to give twenty-four (24) hours notice when requesting to use compensatory time. No more than sixteen (16) hours of compensatory time earned in one (1) year may be carried over to the next year.

All compensatory time not taken at the end of the calendar year or carried over shall be paid the first pay of November.

5. Overtime

Overtime is defined as work that exceeds eight hours in a day or forty hours in a week.

Overtime hours will be divided and rotated among employees in the following manner:

The employee with the least amount of current accumulated overtime during a calendar year in a work section and a job classification that is required to do the overtime work shall be called first. Should that employee not be available, the employee with the next lowest accumulated overtime in the section and classification will be called. In the event sufficient personnel are not available within the section, personnel from other sections, in the classification required and qualified to do the work, will be called. The person with the least amount of overtime will be called first then, as required, others in ascending order.

The following work sections are recognized at this time:

- Water
- Sewer
- Fleet Maintenance
- Grounds Maintenance
- Building
- Ordinance
- Engineering
- Special Services

If an employee is not available to work the overtime, the longest amount of overtime worked by an employee responding to that overtime shall be added to the overtime accumulation of the non-responding employee. In the event the low hour employee is not called, he will have the first opportunity to work the next overtime. In no case shall an employee be paid for overtime not actually worked by the employee.

During a natural disaster or community emergency, employees may be called for overtime regardless of section or the amount of accumulated overtime.

Any employee called to work outside of his regularly scheduled shift shall be paid a minimum of two hours at the appropriate pay rate. This section does not apply to scheduled overtime or overtime immediately prior to or after an employee's regular work day. The Employer reserves the right to require the employee to work the full two hour period.

6. Relief Periods

There will be one (1) fifteen (15) minute relief period in the morning. Additional relief periods for any four (4) hour increments of overtime work after eight (8) hours of work will be granted. Violation in this section subjects an employee to reasonable discipline.

7. New Jobs

A new job is defined as a job not previously performed by the employees in this bargaining unit and which meets the criteria defined in Article I, Recognition of this collective bargaining agreement. When these are created, the Union will be notified of the job, its classification and rate. These will be considered as temporary for a period of ninety (90) days. Thereafter, negotiations shall commence, and if need be, continue for thirty (30) days. If, as a result of negotiations, the classification and rate have been agreed upon, the job shall become a permanent one. If no agreement is reached after thirty (30) days, the latter shall be processed through the grievance procedure commencing with arbitration.

8. Holiday Pay

Employees with seniority will be paid for the following holidays, subject to the requirements stated herein: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Good Friday, New Year's Eve, and the Employee's Birthday.

- (1) Employees shall be paid their regular straight time for the holiday.
- (2) An employee must work his regularly scheduled full time service day the day before and after a holiday to qualify for such pay, unless the employee is on medically certified and approved sick days, vacation, or has been excused by the Department Director.
- (3) When any of the above enumerated holidays falls on a weekend and another day is observed as a holiday by the State or Federal government, it will likewise be observed by the Township.
- (4) If an employee works on any of the above mentioned holidays, he shall be paid double time for all time worked plus his holiday pay.
- (5) When an employee's birthday falls on a scheduled work day then the employee shall take that day off as a paid holiday.

If the employee's birthday falls on a non-work day (e.g. Saturday, Sunday, another holiday), then the employee may designate another scheduled work day to be taken off as a paid holiday, provided that said designated day is within the same month as the employee's birthday and the employee notifies his Department Director at least one week prior to the day to be taken off as a holiday.

If the employee's birthday falls during an authorized vacation or sick day, then that day shall be charged as a holiday and shall not be charged against the employee's leave time. If the employee's birthday falls on a non-work day when the employee is on an authorized leave then the employee shall designate one of the leave days to be charged as a holiday.

9. Vacations

The Employer recognizes that employees must have time off for rest and recreation. It therefore grants vacations for this purpose, subject to the following requirements:

(1) The vacation period shall be from January 1 to December 31 of each year. The vacation accumulated previous to January 1 of any year shall be taken off prior to December 31 of that year.

(2) Employees will be granted time off with pay in accordance with the following schedule:

(a) After one (1) year of completed service, but less than five (5) years of service from anniversary date of employment, a monthly prorata allowance that will total ten (10) work days per year ($5/6$ day per month).

(b) After five (5) years of completed service, but less than ten (10) years of service from anniversary date of employment, a monthly prorata allowance that will total fifteen (15) work days per year ($1\frac{1}{4}$ days per month).

(c) After ten (10) years of completed service or more from anniversary date of employment, a monthly prorata allowance that will total twenty (20) work days per year ($1\frac{2}{3}$ days per month).

(d) After fifteen (15) years of completed service or more from anniversary date of employment, a monthly prorata allowance that will total twenty five (25) work days per year ($2\frac{1}{12}$ days per month).

(3) New employees shall receive the first month's vacation accumulation on the first day of the month subsequent to the date of employment, providing the date of employment is prior to the fifteenth of the month. Provided further the monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Holidays when granted to the employee shall be considered work days.

(4) Employees must take their vacation as earned; accumulation not to exceed 15 days may occur only with the permission of the Department Director. An employee shall only be allowed to cash out unused vacation time with the prior approval of his Department Director. If the employee's vacation is canceled by the Department Director, this time may be carried over.

(5) Vacations will be granted at such times during the year as are suitable, providing the Employer is informed of the employee's desire for time off prior to April 1 of each year, and providing the time off does not work a hardship on the department. In the event more than one employee desires the same time, seniority will prevail.

(6) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation of the department. The intent is to limit the taking of vacations to a minimum of five (5) working days, or

seven (7) calendar days. On the employee's request, and at the Employer's discretion, the vacation may be taken in lesser increments.

(7) After completion of one full year of service, employees separated from the Township shall be compensated in cash for all unused vacation time accumulated at the regular straight time rate of pay at the time of separation.

(8) If an employee becomes sick or disabled during his vacation, he may, by notifying his Department Director and upon proper medical certification of the sickness or disablement at the time it occurs, charge the time off to his sick days rather than to his vacation accumulation.

(9) If a regular pay day falls during the time of an employee's scheduled vacation, he may receive his check before going on vacation, providing he notifies the Township in writing at least one full pay period prior to the time he goes on vacation.

(10) An employee may take up to one half of his annual vacation accumulation prior to earning it. However, should the employee leave the Township prior to earning this time, he shall repay all vacation time taken but unearned by having the money deducted from his final paycheck with the Township. If there are insufficient funds from the employee's final paycheck to cover this amount, the employee shall pay the remaining amount in full.

(11) Bonus Vacation Time

Employees with at least one (1) year seniority will be granted up to sixteen (16) hours of bonus vacation time in a calendar year following each complete calendar year (January 1 to December 31) in which the employee has not used any sick time. One half ($\frac{1}{2}$) hour of bonus vacation time will be deducted for each one (1) hour of sick time used in a calendar year. If an employee uses thirty-two (32) hours of sick time, in one calendar year, he loses all bonus vacation time for the following calendar year. Bonus vacation time may be carried over for one (1) calendar year.

10. Personal Leave Days

An employee will be granted three (3) personal leave days each year for personal business that can only be attended to during the course of the regular business day. Employees are required to give 24 hours notice prior to taking the personal leave day. The personal leave days may be taken in one hour increments. There shall be no accumulation of personal leave days; days not used will be paid for in the first pay period of each November. Personal leave days may not be taken the day before or the day after a holiday. In unexpected emergency situations which may arise, the 24 hour notice may be waived upon substantiating the emergency. When employees are first hired they shall receive personal leave days based on one (1) leave day for each four (4) full months which remain, in the calendar year, subsequent to the employee's date of hire. Conversely, if an employee quits or his seniority is terminated, the employee's personal leave will be prorated and the employee will only be entitled to one (1) leave day for each four (4) months which have passed in the calendar year, prior to the date of the termination of seniority.

11. Sick Days

All full-time employees are credited with one sick day for each completed month of service, not to exceed twelve (12) days per year. A completed month of service is one in which the employee works a minimum of twelve (12) days. Vacation days and approved sick days when granted to the employee shall be considered work days.

a. Sick days are provided to permit an employee to remain in a pay status while absent from work because of his illness or injury.

b. Accumulation of sick days may not exceed 140 days during the course of employment. An employee, upon separation for cause, shall not be paid for any unused accumulated sick days. Upon death, retirement, or voluntary separation with a two week written notice, the employee or his beneficiary shall be paid for 50% of accumulated sick days provided that this payment shall not exceed the equivalent of 40 days. Once an employee has reached the maximum accumulation of 140 days, ½ of the unused sick days accumulated for the current year will be paid to the employee the first pay of November of that year. This annual pay-out shall continue for each year provided the employee continues to have the maximum sick day accumulation.

c. An absence of three (3) or more days must be supported by proper medical certification. The Employer reserves the right to conduct other reasonable investigations regarding an employee's use of sick days including requiring the employee to be examined by a physician of the Employer's choosing. The Employer shall pay the fees for said examination. The Employer will not be arbitrary or capricious in requiring said examination. Violation of the spirit and intent of the sick day policy shall subject an employee to disciplinary action, up to and including discharge.

d. Sick days may be taken for employee's personal medical or dental appointments that cannot be made outside of normal working hours. Said sick days may be taken in hourly increments. Employees must receive prior approval for such appointments. Approval will not be unduly withheld.

e. Employees shall use their accumulated sick days to supplement any worker's compensation or non-duty related disability payments so that the employee shall receive 100% of his normal pay for such days when the worker's compensation or disability benefit and sick day benefit are combined.

12. Funeral Leave

Employees shall be entitled to funeral leave with pay in the event of death in the employee's immediate family as determined under Paragraph 2.

(a) Up to three (3) calendar days, if death occurs in local area.

(b) Up to five (5) calendar days, if death occurs in outstate area, or in excess of 250 miles (driving miles, one way from Township Hall).

- (c) The employee's Department Director may grant a reasonable extension of leave to be deducted from the employee's sick days in the event of extraordinary circumstances. The Director will exercise his right to grant extensions in a reasonable manner.

For the purposes of this Section only, an employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and, in the event employee was raised or living with guardian or relative in same household, such person shall be determined as a member of employee's immediate family. The employee may be required to furnish proof of the death and that he attended the funeral.

13. Jury Duty

When an employee who has completed his probationary period is called to report for jury duty, he shall be paid by the Employer for each day spent performing jury duty; if the employee would otherwise have been scheduled to work for the Employer, an amount equal to the difference between the jury duty pay and his regular straight time rate, up to eight (8) hours pay, for a period not to exceed thirty (30) days or length of trial, whichever is greater, in any one calendar year, and providing he submits proof of jury duty pay. Employees dismissed from jury duty prior to one P.M. shall return to work that day.

14. Pay Period

The Township agrees to institute weekly pay periods provided all Township bargaining units agree to the program and provided they also agree to have one day's pay held back per month, for a period of five months.

The Employer agrees to continue deductions for the two credit unions currently part of the payroll deduction program.

15. Workers' Compensation

On the job injury. Each employee will be covered by the applicable workers' compensation laws. On the 21st day for which an employee receives workers' compensation benefits, up to and including the 91st day, the Employer agrees to make up the difference in the employee's base weekly salary.

16. Mileage

If employees are required to use their own car while on duty, they shall be reimbursed at the same mileage rate as the non-union employees. The use of the employee's car shall be by mutual agreement of the Employer and the employee.

17. Uniforms and Safety Equipment

The Employer's present practice of furnishing uniforms.(shirts and pants) shall continue for the duration of the agreement. If other employees within the unit are required to wear uniforms, the parties agree to negotiate on that subject. Employees are required to wear the uniforms provided at all times while at work except when approved by the Department Director. Such uniforms shall not be altered or purposely mutilated by the employees.

All uniform items purchased by the Township shall not be worn for personal use.

The Employer further agrees to furnish foul weather gear and safety equipment and other such equipment required to meet OSHA and MIOSHA safety requirements or required to be furnished as a result of safety committee meeting requirements.

All bargaining unit employees, except those employees specifically exempted by the employees' Department Director, shall wear Township approved safety shoes at all times while at work as a condition of employment.

Approved safety shoes shall be purchased from the vendor selected by the Township. Selection of a particular safety shoe shall be from among those approved by the Township. The Township shall pay the full cost of approved safety shoes purchased in accordance with this agreement.

An employee who wishes to wear a safety shoe other than one approved by the Township must receive prior approval from his Department Director before wearing the shoe on the job.

Safety shoes purchased by the Township shall not be worn for personal use.

Employees shall receive replacement of approved safety shoes in accordance with the previously stated terms of this agreement upon the safety shoes becoming unserviceable. The safety shoes shall be presented to the employee's supervisor for determination on replacement.

Any changes to the above safety shoe policy are subject to negotiations between the parties.

18. Pension Plan

a) The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this Agreement. The current Principal Financial Group Contract shall be continued for the duration of that particular contract. The employee will contribute 5% of base pay and the Township 15% of base pay. Further, it is understood that there is no credit for past service prior to July 1, 1976. The determining factor for eligibility for retirement benefits is the number of years of full-time service as a Township employee, as stated in the Township's Retirement Plan. A participant with ten (10) years of service, as determined pursuant to the Plan, may elect retirement benefits as early as age fifty-five (55). Employees shall become vested in the Pension and Retirement Plan after they have completed at least four (4) years of service as defined in the appropriate Plan.

b) One copy of this Retirement Plan, and all amendments, shall be provided in booklet form to each employee.

c) A Pension Review Committee shall remain active. One employee representative from this bargaining unit will be a member of the Committee. He shall be selected by the employees in the bargaining unit. This Committee shall meet on a regular basis to review the progress of the Township's Employee Pension Plan, answer questions employees may have regarding the Pension Plan, meet with the representatives of the company administering the Pension Plan, and make recommendations to the Township Board regarding amendments to the Pension Plan.

19. Retiree Benefits

In addition to the pension benefits the retiree is entitled to pursuant to Article 12, Section 18 of this agreement, the Employer shall provide the following benefits to retirees:

A. The Employer shall provide the retiree and his spouse with hospitalization, surgical coverage pursuant to Article 12, Section 22 of this agreement. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with fifteen (15) or more years of service and who have attained age 55. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with more than ten (10) years but less than fifteen (15) years of service and who have attained age 55. Upon reaching age 65, the Employer will assume full cost of the Medicare Complementary Coverage.

The hospitalization and surgical insurance of a deceased retiree shall be continued for the retiree's spouse. The hospitalization insurance coverage for the spouse shall continue until such time as the spouse remarries, is eligible for health insurance through her employer or reaches age 65, whichever occurs first.

Retirees who must pay 50% of the hospitalization, surgical coverage group rate shall pay such amount in advance on a quarterly basis. If payment is not received by the Township prior to the beginning of each quarter, the Township will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment is sent by the Township shall result in the retiree being dropped from the hospitalization, surgical coverage effective immediately. It is the responsibility of the retiree to insure that the Township is notified of his correct address at all times.

If there is a change in rates by the hospitalization, surgical insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.

During all periods of time that a retiree or retiree's spouse is employed and said employer provides health insurance coverage, the retiree or spouse must take said health insurance coverage and the retiree and spouse shall cease to be eligible for the Retiree Health Insurance program set forth above. There shall be a coordination of benefits with any other health

insurance held by the retiree or retiree's spouse. Provided, however, that should the retiree or retiree's spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the Retiree Health Insurance program set forth above.

B. The Employer shall also provide the retiree with a \$1,000 group life insurance policy.

20. Longevity Pay

The Employer agrees to grant the following longevity pay:

- (a) Upon completion of five (5) years continuous service, eligible employees will be paid three hundred dollars (\$300).
- (b) An additional one hundred dollars (\$100) a year will be paid to eligible employees for each additional year of service beyond five (5) years to a maximum of one thousand five hundred dollars (\$1,500).
- (c) Longevity payments will be made the first pay period of November of each year. An employee must be on the payroll of the Township on the date when the longevity payment is made in order to receive said payment. Longevity pay will not be prorated.

21. Life Insurance

Each employee will be covered by \$50,000 group life insurance and \$50,000 accidental death or dismemberment group coverage at no cost to the employee. The Employer reserves the right to select the carrier.

22. Hospitalization, Surgical Coverage

A. The Employer agrees to provide at no cost to employees coverage comparable to Blue Cross Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and Five Dollar (\$5.00) MAC, APDBP drug prescription rider. The Employer reserves the right to select the carrier, it being understood that "coordination of benefits" will apply. New employees will be covered as provided for in the applicable insurance contract.

B. HMO Option. The Employer shall provide optional HMO coverage to employees. The Employer may, in its sole discretion, discontinue a particular HMO policy with a sixty (60) day written notice to the employees who have that coverage.

C. The Employer shall pay for only one hospitalization, surgical insurance plan per family.

D. An employee, after verifying to the Employer that he is covered by hospitalization, surgical insurance through his spouse, may elect not to participate in the hospitalization, surgical insurance plan currently offered to employees in the bargaining unit.

1. In such event, those employees who elect not to participate in such plan shall be paid a sum of Twelve Hundred dollars (\$1,200.00) annually which shall be paid in equal monthly amounts, of One Hundred dollars (\$100.00).

2. If an employee elects not to participate in the hospitalization, surgical insurance plan, he will not be allowed to re-enter the plan until the next regularly scheduled enrollment period (June 18 with coverage effective July 1). However, if an employee loses health insurance coverage through his spouse, the employee will be allowed to re-enter the hospitalization, surgical insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

23. Sickness And Accident Benefits

A. Short Term. The Employer agrees to provide the employee with benefits which will pay 66 2/3%, up to \$395 per week, of the employee's weekly base earnings at the time of disability on a first day of accident, first day of hospitalization, eighth day of sickness for non-occupational accident or sickness for a period of twenty-six (26) weeks. The Employer reserves the right to select the insurance carrier. This benefit is subject to the carrier's terms and definitions and coordination of benefits provisions.

B. Long Term. The Employer shall provide the following long-term disability benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

- a. Disability - due to sickness or injury.
- b. Elimination Period - 180 days
- c. Maximum Benefits - per insurance policy
- d. Monthly Benefit - 60% of base wage at time of disability not to exceed \$2,000 per month.

The Employer reserves the right to select the insurance carrier.

The employee shall use any of his accumulated sick time to supplement the sickness and accident benefits.

24. Optical Program

The Employer shall provide an optical program whereby employees and/or dependents may visit the optometrist or ophthalmologist of their choice for examination and corrective lenses. The Employer will reimburse employees up to \$80 for an examination, up to \$120 for corrective lenses or up to \$200 for an examination and accompanying corrective lenses for each eligible person. This will be limited to one visit per eligible person every two years. Employees will be required to pay for the examination and lenses and will be reimbursed by the Employer upon presentation to the Employer of a valid paid receipt.

25. Dental Insurance

A. The Employer agrees to provide a 60/40 dental plan with a \$1,000 limit per eligible person and 50/50 orthodontics with a \$1,000 lifetime maximum to age 19. Effective 4/1/99 the Employer agrees to provide an 80/20 dental plan with a \$1,000 limit per eligible person and 50/50 orthodontics with a \$1,000 lifetime maximum to age 19. The Employer reserves the right to select the insurance carrier, including self-insurance administered by a third party administrator (TPA).

B. The Employer shall pay for only one dental insurance plan per family.

C. An employee, after verifying to the Employer that he is covered by dental insurance through his spouse, may elect not to participate in the dental insurance plan currently offered to employees in the bargaining unit.

1. In such event, those employees who elect not to participate in such plan, shall be paid a sum of One Hundred Twenty dollars (120.00) annually which shall be paid in equal monthly amounts of Ten dollars (\$10.00).

2. If an employee elects not to participate in the dental insurance plan, he will not be allowed to re-enter the plan until the next regularly scheduled enrollment period (June 1 - 18 with coverage effective July 1). However, if an employee loses dental insurance coverage through his spouse, the employee will be allowed to re-enter the dental insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

26. Repayments

An employee shall repay all overpayments made to him by the Township. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay. There will be a two (2) year limitations period, beginning from the date of overpayment, within which the Township must begin making the deductions. This does not effect any right the Township may have under civil or criminal law.

27. Tuition Reimbursement

Purpose and Scope:

This program is offered to encourage employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancement with the Township.

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

General Provisions:

The following provisions are established to govern the administration of the Township's Tuition Reimbursement Program:

(1) Application for Tuition Reimbursement may be made by any employee who has completed his probationary period.

(2) Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (e.g. internship, work study, independent study, GI Bill, scholarships, vocational rehabilitation, etc.)

(3) An application will be approved only for course work directly related to the employee's present job.

(4) Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central accreditation)

(5) Reimbursement shall be limited to Eight Hundred (\$800.00) Dollars per participant per Township fiscal year for credit courses.

(6) Reimbursement for tuition shall be according to the following schedule:

100% reimbursement for courses completed with "C" or higher or numerical equivalent.
(70 or above)

0% reimbursement for courses completed with a grade less than "C". (below 70)

0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal)

(7) Employees must submit official school transcript showing final grade received. The employee shall be considered as having concluded a class when the term ends for which the school quotes the tuition fee.

(8) Because funds for the Tuition Reimbursement Program are limited, priority shall be governed by the date and time that completed applications are received in the Personnel Department. Approval and reimbursement is contingent upon the availability of funds as budgeted by the Township, the employee's successful completion of the course, and adherence to the procedures and policies of the Program.

(9) Expenses such as registration, books, lab fees, parking, mileage, etc., shall not be part of the Tuition Reimbursement Program.

(10) The applicant shall attend classes on his own time and without compensation from the Township.

(11) An Employee must have prior approval for a course to receive reimbursement.

(12) The employee shall be required to refund all money received under the program in the event the employee separates from the Township service within a three year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the Township.

(13) An employee must apply for reimbursement within thirty (30) calendar days of receipt of final grade in course.

(14) It is the Township's belief that the reimbursement benefit under this policy will be considered income by the Internal Revenue Service. Therefore, this benefit will be subject to the appropriate payroll taxes.

(15) It is recognized that in an area as broad as Tuition Reimbursement, this policy may not cover all situations. The Merit Commission shall be the final authority in judging whether reimbursement shall be made. The decision of the Merit Commission shall be final and binding on all parties.

Procedures

1. An employee who wishes to apply for tuition reimbursement from the Township shall obtain an application form from his department. This application form must be completed by the employee and submitted to the employee's Department Director.
2. The application will be reviewed by the Department Director. If the application is approved by the Department Director shall be forwarded to the Personnel Director. If approved by the Personnel Director, then the employee shall be eligible for tuition reimbursement.
3. Within thirty (30) calendar days after successful completion of an approved course, the employee shall present to this Department Director an official transcript of the course grade and credits as well as an appropriate receipt for tuition. This material will then be forwarded to the Personnel Division for review and approval or disapproval.
4. If the transcripts and receipts submitted to the Personnel Division are deemed acceptable pursuant to the Township's Tuition Reimbursement policy, the Personnel Department shall prepare and forward a check request to the Financial Services Division for the employee's reimbursement.

5. All disputes regarding this Tuition Reimbursement Program shall be submitted to the Township Merit Commission. The decision of the Merit Commission shall be final and binding on all parties.

28. Disability Retirement Policy

A. ELIGIBILITY

1. Upon application by an employee, or by the Township, an employee who is fully vested in the Township's pension plan and who is totally and permanently incapacitated from employment with the Township by reason of a personal injury or disease may be given a disability retirement by the Township.
2. An employee who is totally and permanently incapacitated from employment with the Township by reason of a duty-related personal injury or disease, for which the employee is receiving worker's compensation benefits, shall be considered to be fully vested in the Township's pension plan for purposes of disability retirement.
3. The employee must provide medical evidence, satisfactory to the Township, of his/her total and permanent incapacitation from employment with the Township. The Township may require the employee to submit to an examination by a physician of the Township's or its insurance carrier's choosing to confirm the employee's incapacitation. Said examination would be paid for by the Township. Should the Township's physician and the employee's physician disagree, a third opinion shall be secured from a physician mutually agreed to by the Township and employee. The findings of this third physician shall be final and binding on all parties. The cost of this third opinion shall be shared equally by the Township and the employee.

B. BENEFITS

An employee who has been determined to be eligible for a disability retirement shall receive the following benefits:

1. Pension

The employee shall receive whatever pension benefits he/she is eligible for as of the date of determination of disability by the Township.

2. Social Security

The employee must apply for Social Security Disability Income benefits.

3. Short Term Disability

The disability retiree shall receive short term disability coverage of 66 2/3% of their base salary up to a maximum of \$395 per week for 180 days from their last full day of work. After this 180 day period, the disability retiree would be eligible for Long Term Disability insurance benefits per Subsection 4 of this policy.

4. Long Term Disability

The employee shall receive long term disability benefits in accordance with the terms and conditions of the policy in effect on the date of determination of disability by the Township.

5. Health Insurance

The employee shall receive hospitalization and surgical insurance covering the employee, employee's spouse, and dependents for the life of the employee. This insurance shall be the same as is provided normal retirees of the Township.

6. Life Insurance

A disability retiree receiving short term disability benefits or long term disability benefits with a waiver of premium may be eligible for \$50,000 life insurance coverage. If the disability retiree is no longer receiving disability benefits, he will be eligible for \$1,000 insurance coverage.

7. Medicare

Upon reaching age 65, the employee shall receive Medicare Complementary Coverage in the same manner as is provided the normal retirees of the Township.

C. CONTINUED ELIGIBILITY

1. The Township's insurance carrier may, in its sole and exclusive discretion, require a disability retiree to submit to a medical examination by a physician of the carrier's choosing to determine the employee's continued eligibility for disability retirement benefits.
2. Should the disability retiree refuse to submit to this medical examination, said retiree shall immediately cease to receive any and all benefits for which he/she may be eligible in accordance with Section B of this policy until withdrawal of said refusal.
3. Should the disability retiree be determined to be physically able to return to employment with the Township he/she shall be returned to active duty and the disability retirement shall terminate.

4. Any dispute between a disability retiree and the Township regarding the retiree's continued eligibility for disability retirement shall be resolved pursuant to Section A.3 of this policy.
5. A disability retiree who is returned to the employ of the Township pursuant to Section C.3 above shall again become a member of the Township's pension plan and shall have his/her time of service as of the date of his/her disability retirement credited toward eligibility for normal retirement from the Township.

29. Retroactivity

Any retroactivity agreed to in this Agreement shall pertain only to wages, overtime and pension. In regards to the Pension, the Employer will pay its fifteen (15%) percent of retroactivity in base wages, and all employees will pay their five (5%) percent of base wages into the Pension Plan.

Retroactivity only applies to employees who are on the Township's payroll, in this bargaining unit, at date of ratification, and this also includes employees on approved leaves of absence who shall receive pay for time actually worked during the retroactivity period.

30. Wages

Effective 04/01/96 (4% Increase)

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
Head Inspector	18.49	19.48	20.23		
Building Inspector	17.51	18.43	19.16	19.40	19.68
Mechanical Inspector	17.51	18.43	19.16	19.40	19.68
Plumbing Inspector	17.51	18.43	19.16	19.40	19.68
Electrical Inspector	17.51	18.43	19.16	19.40	19.68
Ordinance Inspector	17.15	17.51	17.89	18.24	18.62
Engineering Technician	17.15	17.51	17.89	18.24	18.62
Utilities Inspector	17.15	17.51	17.89	18.24	18.62
Mechanic I	17.87	18.20	18.54		
Mechanic II	17.68	18.08	18.41		
Mechanic III	16.76	17.07	17.41		
Golf Course Mechanic	12.98	13.53	14.04		
Equipment Operator	16.36	16.41	16.55	16.73	
Meter Repairman	16.41	16.57	0.00		
Crew Leader	16.03	16.26	0.00		
Laborer	11.28	12.42	13.54	14.66	15.86
Greenskeeper	11.28	12.42	13.54	14.66	15.86
Maintenance Technician I	17.51	18.43	19.16	19.40	19.68
Maintenance Technician II	11.28	12.42	13.54	14.66	15.86
Maintenance Technician III	10.54	11.28	12.03	12.79	13.54
Mechanic Helper	10.63				
Meter Reader	9.92	9.99	10.06	10.13	

Effective 04/01/97 (3.5% Increase)

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
Head Inspector	19.14	20.16	20.94		
Building Inspector	18.13	19.07	19.83	20.07	20.37
Mechanical Inspector	18.13	19.07	19.83	20.07	20.37
Plumbing Inspector	18.13	19.07	19.83	20.07	20.37
Electrical Inspector	18.13	19.07	19.83	20.07	20.37
Ordinance Inspector	17.75	18.13	18.51	18.88	19.27
Engineering Technician	17.75	18.13	18.51	18.88	19.27
Utilities Inspector	17.75	18.13	18.51	18.88	19.27
Mechanic I	18.49	18.84	19.19		
Mechanic II	18.30	18.71	19.05		
Mechanic III	17.35	17.67	18.02		
Golf Course Mechanic	13.43	14.00	14.53		
Equipment Operator	16.93	16.99	17.13	17.32	
Meter Repairman	16.99	17.15	0.00		
Crew Leader	16.59	16.82	0.00		
Laborer	11.68	12.85	14.01	15.18	16.42
Greenskeeper	11.67	12.85	14.01	15.18	16.42
Maintenance Technician I	18.13	19.07	19.83	20.07	20.37
Maintenance Technician II	11.68	12.85	14.01	15.18	16.42
Maintenance Technician III	10.90	11.68	12.45	13.24	14.01
Mechanic Helper	11.00				
Meter Reader	10.27	10.34	10.41	10.48	

Effective 04/01/98 (3.5% Increase)

CLASSIFICATION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS
Head Inspector	19.81	20.87	21.67		
Building Inspector	18.76	19.74	20.52	20.78	21.08
Mechanical Inspector	18.76	19.74	20.52	20.78	21.08
Plumbing Inspector	18.76	19.74	20.52	20.78	21.08
Electrical Inspector	18.76	19.74	20.52	20.78	21.08
Ordinance Inspector	18.37	18.76	19.16	19.54	19.94
Engineering Technician	18.37	18.76	19.16	19.54	19.94
Utilities Inspector	18.37	18.76	19.16	19.54	19.94
Mechanic I	19.14	19.50	19.86		
Mechanic II	18.94	19.36	19.72		
Mechanic III	17.96	18.29	18.65		
Golf Course Mechanic	13.90	14.49	15.04		
Equipment Operator	17.52	17.58	17.72	17.93	
Meter Repairman	17.58	17.75			
Crew Leader	17.17	17.41			
Laborer	12.09	13.30	14.51	15.71	16.99
Greenskeeper	12.08	13.30	14.50	15.70	16.99
Maintenance Technician I	18.76	19.74	20.52	20.78	21.08
Maintenance Technician II	12.09	13.30	14.51	15.71	16.99
Maintenance Technician III	11.29	12.09	12.89	13.70	14.51
Mechanic Helper	11.39				
Meter Reader	10.63	10.71	10.77	10.85	