

12/31/2002

5107

AGREEMENT

Between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

AND

TEAMSTERS LOCAL 214

West Bloomfield Township

JANUARY 1, 1998 - DECEMBER 31, 2002



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

A G R E E M E N T

between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

and

TEAMSTERS LOCAL 214

JANUARY 1, 1998 - DECEMBER 31, 2002

CHARTER TOWNSHIP OF WEST BLOOMFIELD

and

TEAMSTERS LOCAL 214

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Agreement	1
Annual Vacation Leave	32
Anti-Nepotism	23
Attendance	39
Appendix A	61
Appendix B	62
Bulletin Board	7
Commercial Drivers License	55
Deduction of Dues	6
Discipline and Discharge	7
Duration	59
Emergency Standby Allowance	26
Employee Definitions	21
Funeral Leave With Pay Policy	47

TEAMSTERS 214
TABLE OF CONTENTS CONTINUED
PAGE 2

<u>ARTICLE</u>	<u>PAGE</u>
General	48
Grievance Procedure	8
Health and Safety	38
Health Insurance for Retirees	56
Holidays	31
Hours of Work and Overtime Policy	23
Insurance Policy	35
Job Classifications	19
Jury Duty and Court Appearances Policy	45
Layoffs and Recall	17
Leaves of Absence Policy	40
Longevity Policy	27
Loss of Seniority	16
Management Rights Clause	3
New or Changed Jobs	20
No-Strike Clause	13

TEAMSTERS 214
TABLE OF CONTENTS CONTINUED
PAGE 3

<u>ARTICLE</u>	<u>PAGE</u>
Outside Activity	51
Paid Personal Leave Policy	46
Preamble	1
Professional Qualifications	51
Promotions	22
Recognition	2
Representation	4
Retirement	52
Salaries	53
Scope of Agreement	52
Seniority/Probationary Employees	14
Separability and Savings Clause	53
Sexual Harassment	54
Sick Leave with Pay	28
Special Conferences	14
Subcontracting	51
Terms	60

AGREEMENT

THIS AGREEMENT, entered into on this 10th day of July, 2000, pursuant to and in accordance with Michigan Public Act 379 M.P.A. of 1965 between the CHARTER TOWNSHIP OF WEST BLOOMFIELD, hereinafter referred to as the "TOWNSHIP" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "UNION".

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

The parties also recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

RECOGNITION

SECTION 1.

The Township hereby recognizes the Union as the exclusive representative in collective bargaining as defined in Section 11 of Act 379, Public Acts of 1965 for all Water and Sewer Maintenance Persons, Water and Sewer Pump Maintenance Mechanics, and Water and Sewer Grounds Workers employed in the Water and Sewer Department located at 2400 Haggerty Road, but excluding all Water and Sewer Office Clerical classifications, Equipment Operator Maintenance Persons, Water and Sewer Foreman, Water and Sewer Director, and all other casual and supervisory employees and all other Township employees.

SECTION 2.

Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.

SECTION 3.

The Township agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

SECTION 4.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Membership in the Union is not required for employment. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

SECTION 1.

The Township Board on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township Board, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, and including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to sub-contract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (i) to establish, change, combine, or discontinue job classifications, and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked; (k) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (l) to discipline, suspend and discharge employees for cause; (m) to adopt, revise, and enforce Township and departmental rules and regulations (including rules and regulations as to appearance of employees before going on duty) and to carry out cost and general improvement programs; (n) to transfer, promote, and demote employees from one classification or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (p) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement. It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, deleted, modified, or granted by this Agreement, all of the rights, powers, and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

SECTION 2.

Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the Township.

SECTION 3.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Township policy, the operation of the Township and the direction of the employees are vested exclusively in the Board or in the Supervisor when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE III

REPRESENTATION

SECTION 1.

The Township recognizes the right of employees to elect one (1) Job Steward and one (1) Alternate who shall be regular seniority employees. The Alternate may exercise the rights of a Steward as set forth in this Article only in the event the Steward is absent from work.

SECTION 2.

The Steward shall be permitted reasonable time during regular working hours to present contract grievances and meet with Township representatives as provided in Article VII - Grievance Procedure, upon having received permission from the Director or his designee. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

All necessary time lost by the Union Steward during his regular straight time shift because of grievance presentation in accordance with this Section of this Article, shall be paid for by the Township at the employee's regular straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's normal scheduled work time and does not apply to grievance activity during his non-work hours or after the scheduled work time.

SECTION 3.

The Township will not recognize any Steward or Alternate until his name and position have been certified in writing by the Union to the Township.

SECTION 4.

Neither the Union nor any of its officers nor any committeeman shall assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision.

SECTION 5.

It is agreed that no Union official shall have access to or enter the Township's premises without prior notification to the Township Supervisor or his designated representative. The employee Union representative may enter and remain on the premises after his regular working hours for the purpose of processing grievances after notification to the Township Supervisor.

SECTION 6.

The Job Steward and Alternate have no authority to take strike action, or any other action interrupting the Township's business. The Township shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action, or engaged in a slowdown or work stoppage in violation of this Agreement.

ARTICLE IV

DEDUCTION OF DUES

SECTION 1.

After the effective date and during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of seniority employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the Township a certified check-off list consisting of a statement of the amount of the dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least Thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization and the Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability including the fees of legal counsel retained by the Township to defend any claim that may rise out of or by reason of action taken or not taken by the Township in reliance upon such certified check-off list or authorization.

SECTION 2.

Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Local Union within Ten (10) days thereafter with a list of the employees from who dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

SECTION 3.

Any employee may voluntarily cancel or revoke the "Authorization for Payroll Deduction" during the two (2) month period prior to the termination of this Agreement.

SECTION 4.

The Township shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees.

Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this Agreement. The Township shall have no responsibility for the collection of membership dues, initiation fees, special assessments, or any other deduction not in accordance with this provision.

ARTICLE V

BULLETIN BOARD

SECTION 1.

The Township shall allow the Union to use one (1) bulletin board in the Water Department building for posting notices set forth in Section B below, except that additional notices may be posted by permission of the Township Supervisor.

SECTION 2.

Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments, and results of Union elections pertaining to employees within the unit.
3. Notices of Union meetings and educational classes.

ARTICLE VI

DISCIPLINE AND DISCHARGE

SECTION 1.

The Township shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules.

SECTION 2.

New or amended rules governing discipline will be published five (5) working days prior to their effective date. New or amended rules will be subject to the grievance procedure pursuant to the terms of Section 1 of this Article. A copy of the new or amended rule will be provided to the Union Steward at the time of the posting.

SECTION 3.

After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without cause. Cause for discharge or suspension shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism, tardiness, failure to notify department head of anticipated absenteeism prior to shift; failure to take or pass physical examination; dishonesty, or theft; fighting; unexcused absence from work; insubordination; sabotage, intoxication; using alcohol or drugs on Township-owned premises or during working hours; overt discourtesy to supervisors, visitors, or other Township employees; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision; refusal to cross a picket line established by any other labor organization, if such refusal occurs during the employee's working hours.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1.

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure:

STEP 1: An employee having a grievance shall first present the grievance orally to his immediate supervisor and if so desired by the employee, with the Steward present. The Supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

STEP 2: If the grievance has not been resolved in Step 1, it shall be presented in writing by the employee or by the Steward to the department head for a written answer. A grievance must be presented in writing within seven (7) working days after the employee has knowledge of the alleged violation or it shall be considered waived.

The grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The department head shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

STEP 3: If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, submit a written appeal to the Township Supervisor for his written answer. The appeal shall contain the reasons for the appeal and a copy of the department head's decision in Step Two. The Township Supervisor shall answer the grievance in writing within ten (10) working days. Additional time may be allowed by mutual written agreement of the Township and the Union.

SECTION 2.

All grievances must be filed at Step Two, in writing, within seven (7) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; then the new date shall prevail.

SECTION 3.

The Township shall not be required to pay back wages for any period of time prior to the date a written grievance is filed at Step Two.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time, if the claim for back wages exceeds five (5) workdays.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION 4.

Any agreement reached between Management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION 5.

Work days, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION 6.

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION 7.

A. If the grievance is not resolved at Step Three (3) of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Township Supervisor or Local Union President as the case may be, ten (10) working days after receipt of the Township Board's answer in Step Three (3), or, if the Township Board fails to submit its answer within the prescribed time limits in Step Three (3), within ten (10) working days after the expiration of the time limits in which the Township Board is to submit its written decision in Step Three (3), provided that if the Union appeals a grievance to the Township Board pursuant to Step Three (3), and the Township notifies the Union in writing that the Township Board will not consider the appeal, the Union may within ten (10) working days after receipt of such notice submit the grievance to Arbitration by written notice delivered to the Township Supervisor. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Township's last answer shall be final and binding on the Union, the employee, or employee involved, and the Township.

B. In lieu of direct submission to arbitration as set forth in sub-section A, the Union may elect to initially submit the grievance to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Township in writing within ten (10) working days after the answer in Step Three (3) or, if applicable, the date on which the answer was due or the date on which the

Union is notified that the Township Board will not consider the appeal. If the Union decides to proceed to Arbitration, it must file for arbitration as set forth in sub-section A within sixty (60) calendar days after the answer in Step Three (3), or, if applicable, the date on which the answer was due or the date on which the Union is notified that the Township Board will not consider the appeal. If no such notice is given within the prescribed period, the Township's last answer shall be final and binding on the Union, the employee, or employees involved, and the Township.

SECTION 8.

Following receipt of the notice to arbitrate, the Union and the Township will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the Township may, within the next five (5) working days only, apply in writing to the American Arbitration Association for arbitration under its rules.

SECTION 9.

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

SECTION 10.

Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties of this Agreement. He shall have no power to establish wage scales or change any wage.

He shall have no power to change any practice, policy, or rule of the Township.

He shall have no power to substitute his judgment for that of the Township as to the reasonableness of any such practice, policy, or rule, unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement, provided, however, this shall not be construed to prevent an Arbitrator from ruling on the reasonableness of a dress code.

His powers shall be limited to deciding whether the Township has violated the express Articles and Sections of this Agreement and he shall not imply obligations and conditions binding upon the Township from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the Township's discretion in cases where the Township is given discretion by this Agreement;
2. Shall only have the authority to pass on a grievance referred to him as prescribed herein.

SECTION 11.

At the time of the Arbitration Hearing, both the Township and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Township or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Township and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Township and the Union a reasonable opportunity to furnish Briefs.

SECTION 12.

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION 13.

The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Township. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an Arbitrator.

SECTION 14.

After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.

ARTICLE VIII

NO-STRIKE CLAUSE

SECTION 1.

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or slow-down, curtailment of work, restriction of work, or interference with the operations of the Township. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations or picket the Township's premises or the premises of other companies doing business with the Township (because of a labor dispute with this Township) during the life of this Agreement.

SECTION 2.

The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction in addition to any other remedies it may have.

SECTION 3.

The Steward and Officers of the Local shall take prompt affirmative action to try to prevent any wild-cat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

SECTION 4.

During the life of this Agreement, the Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work, or refusal to perform work, because of a labor dispute between the Township, or any employer, and any other labor organization whether or not the other labor organization establishes a picket line.

ARTICLE IX

SPECIAL CONFERENCES

SECTION 1.

The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Business Representative or Steward and the Township Supervisor or his designated representative. Such meetings shall be between at least two (2) representatives of the Township and at least two (2) representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meeting shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his regular, straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the Township at the employee's regular, straight-time hourly rate. It is understood that this applies only to time lost during the employee's normal, regularly scheduled straight-time, and does not apply to time spent in the attendance at a special conference during non-work hours or after the regularly scheduled straight-time shift.

ARTICLE X

SENIORITY/PROBATIONARY EMPLOYEES

SECTION 1.

New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, by accumulation of six (6) months of full-time employment, he shall be entered on the seniority list and his seniority shall date from his last permanent date of hire. There shall be no seniority among probationary employees. The Township may extend the probationary period for

up to three (3) months upon written notice to the Union. In the event of such extension, the reference to six (6) months in this Section will be deemed to refer to the new service requirement as extended.

SECTION 2.

While the Union shall represent 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, the Township shall have the sole right to discharge, discipline, transfer, demote or suspend said employees for any reason without regard to the provisions of this Agreement and no grievance shall arise therefrom and no matter concerning such action shall be subject to the grievance procedure.

SECTION 3.

Seniority shall be on a Water and Sewer departmental basis in accordance with the employee's last date of hire.

SECTION 4.

Upon the signing of this Agreement, the Township and the Union will initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within thirty (30) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Township shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the Township be required to pay back-pay by reason of the correction of an error on such list.

SECTION 5.

- A. Seniority, as well as all decisions affecting employment, is without regard to an individual's race, creed, color, religion, marital status, age, sex, national origin or other protected classifications under Federal or State Law. It is the policy of the Township to place the best qualified individuals at all levels of employment.
- B. An employee who feel he/she has been discriminated against is directed to immediately report such incident to the Personnel Director.

ARTICLE XI

LOSS OF SENIORITY

SECTION 1.

An employee shall be terminated and lose his seniority if:

- A. He quits;
- B. He is discharged and the discharge is not re-instated;
- C. He is absent for three (3) consecutive working days without notifying the Township.
- D. Is laid off for a period of one (1) year or length of his seniority, whichever is less.
- E. Fails to report for work within seven (7) days from the date of the mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail. The Township Supervisor may grant, at his discretion, an exception to this requirement when he believes it is warranted by the circumstances.
- F. Fails to return from a leave of absence, vacation, or sick leave at the designated time without a reasonable excuse acceptable to the Township.
- G. Retires.

SECTION 2.

It shall be the responsibility of each employee to notify the Township of any change of address or telephone number. The employee's address and telephone number as it appears on the Township's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

ARTICLE XII

LAYOFFS AND RECALL

SECTION 1.

The word "layoff" means a reduction in the number of employees in the work force. Such reduction shall be determined by the Township.

SECTION 2.

In the event of a layoff or recall, employees shall be laid off or recalled according to (a) seniority and, (b) ability to perform the work in their classification. If qualifications and ability to perform the work are equal among employees in the judgment of the Township, seniority shall prevail. The following procedures will be followed:

- A. Probationary employees within the affected classification within the department will be laid off first, providing the remaining seniority employees can perform the available work.
- B. Thereafter, seniority employees with the affected classification within the department will be laid off according to classification seniority, providing the remaining employees in the classification within the department can perform the available work.
- C. When a seniority employee is removed from a classification within the department as a result of a lay-off, he may be allowed to bump the least senior employee in the next lowest-paying classification within the department in accordance with his department wide seniority, providing he can perform the available work and the remaining employees within the lower classification within the department can perform the available work.
- D. When a seniority employee is removed from a classification within the department as a result of being bumped by a more senior employee in accordance with Paragraph C, he may be allowed to bump the least-senior employee in the lowest-paying classification in the department in accordance with his department wide seniority, providing he can perform the

available work and the remaining employees within the lowest classification within the department can perform the available work.

- E. In the event the layoff under Section 2-B occurs in the lowest-paying classification within a department, the provisions of Paragraph 2-C and 2-D will not apply.

SECTION 3.

For purposes of this Article, the term "classification seniority" means the date appearing on the Township's records on which an employee began working in a given classification. The term "Department Wide Seniority" means the employee's seniority as defined in Article X.

SECTION 4.

Probationary employees shall be considered as terminated rather than laid-off in the event of a reduction in work force. there shall be no requirement for the Township to re-hire. In the event they are re-hired at a later date, they shall then be treated for all purposes of this Agreement as a new employee. Employees will be re-called in the reverse order of the layoff, providing the employee can perform the available work.

SECTION 5.

The Township reserves the sole right to determine whether employees can perform the available work under Sections 2 and 4 of this Article.

SECTION 6.

When practicable, the Township will endeavor to give the Steward and the affected employee three (3) days advance written notification of layoff under Section 2-B of this Article.

SECTION 7.

The Township reserves the right to lay off or recall employees on a temporary basis (not to exceed five (5) working days) without regard to the provisions of this Article.

SECTION 8.

Employees laid off pursuant to Section 7 of this Article will have the option of taking their earned vacation days.

SECTION 9.

In the event the Township schedules a shortened work week for any employee or group of employees within any classification or department, such shall not be considered a layoff and the provisions of this Article shall not apply. The Union will be notified in writing.

SECTION 10.

Recall Procedure. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the responsibility of the employee to keep the Township informed of his correct address. If an employee fails to report for work within seven (7) days from date of mailing notice of recall, he shall be considered as having quit. Extension may be granted by the Township in its sole discretion.

SECTION 11.

For purposes of this Article, the term "department" refers to the Water and Sewer Department. The term classification refers to Maintenance Person, Pump Mechanic and Grounds Worker.

SECTION 12.

In the event of a long-term layoff (i.e. a layoff in excess of five (5) work days), the Township will notify the Union as far in advance as practicable prior to the layoff and provide an opportunity to the Union to meet to discuss and consider alternatives to layoffs.

ARTICLE XIII

JOB CLASSIFICATIONS

SECTION 1.

The Township reserves the sole right to determine the minimum educational and physical qualifications for each job classification. The Township also reserves the sole right to establish and use such written examinations and physical qualification standards as it deems necessary for the hiring, promotion, or transfer into each job classification as well as the

right to establish the minimum acceptable level of performance on any such examination. The Township reserves the right to establish the minimum requirements for each job classification. While periodic revisions may be made in such standards, the Township will endeavor to uniformly apply the standards to the employee involved at the time of the hiring, promotion or transfer into each classification.

SECTION 2.

It is understood that the designation of classifications set forth in Appendix "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

SECTION 3.

The Township will adopt a job description outlining the basic job duties and responsibilities of each classification. The Township will provide copies of the job descriptions to the Union Steward.

ARTICLE XIV

NEW OR CHANGED JOBS

SECTION 1.

The Township will continue to have the right to adopt, publish, add to, subtract from, alter, change or amend job descriptions. When the Township modifies a job description, a copy will be provided to the Union Steward prior to implementing the change.

SECTION 2.

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, or job duties or responsibilities are changed, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Township will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Township to negotiate on the matter. If a new rate is agreed upon,

it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE XV

EMPLOYEE DEFINITIONS

SECTION 1.

For the purpose of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for forty (40) or more hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than thirty-two (32) hours a week. A "temporary employee" is an employee hired for a definite period of time less than four (4) months of continuous full-time employment.

SECTION 2.

Temporary employees are excluded from the bargaining unit and are not subject to the requirements, entitled to the benefits, or covered by any provision of this Agreement.

SECTION 3.

In the event a regular, part-time employee becomes full-time, said employee will be credited on a pro-rata basis for all hours worked as a part-time employee, and if said employee has worked the equivalent of six (6) consecutive months of regular full-time employment or more, they will be placed on the seniority list with such credit.

SECTION 4.

In applying the layoff provision of this Agreement, it is understood that temporary and part-time employees working within the affected classification and department will be laid off before any full-time seniority employee is laid off from the affected classification and department. Before being laid off, a regular part-time employee will be given the option of becoming a full-time employee in accordance with their new seniority under Section 3.

ARTICLE XVI

PROMOTIONS

SECTION 1.

Permanent, full-time job vacancies which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in. The Township reserves the right to fill said job vacancies on a temporary basis up to sixty (60) days without regard to the provisions of this Article.

1. Notice of job vacancies to be filled under the provisions of this Article will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position on the bulletin board. Employees interested shall apply in writing within the seven (7) calendar days posting period.
2. Promotions within the bargaining unit shall be made on the basis of seniority, qualifications and ability. When the qualifications and ability of the employees are deemed equal, the most senior employee will be given preference. Bonding requirements, prior work record, experience, and physical fitness shall be considered. If no applicant is selected to fill the vacancy, the Township may fill the position from outside the bargaining unit.

SECTION 2.

The applicant selected for a promotion will serve a trial period of three (3) months. The Township may disqualify the employee during the trial period and such employee shall be returned to his former position or one of similar classification and pay.

SECTION 3.

Employees selected by the Township for a promotion to a higher classification will serve a three (3) month trial period in the classification during which time they will receive the starting rate for the classification as set forth in Section 1, or at the lowest pay step in the classification which will afford the employee a raise. Thereafter the normal progression will apply.

SECTION 4.

The Township reserves the right to hire from outside, if, no employee is deemed to be qualified to fill the vacancy or no applications are received from employees in the bargaining unit.

SECTION 5.

During the first thirty (30) days of the trial period, the employee shall have the right to revert back to his former classification.

ARTICLE XVII

ANTI-NEPOTISM

SECTION 1.

The following relatives of any employee of the Township are disqualified from holding employment with the Township of West Bloomfield: Child, Grandchild, Parent, Grandparent, Brother, Sister, Half-Brother or Half-Sister, all relationships shall include those arising from adoption.

SECTION 2.

This provision will not apply in the event the relationship arises when both persons are employees or elected officials of the Township; provided that, the Township may transfer one or both employees to a different department and/or classification than the one held at the time the relationship arose.

ARTICLE XVIII

HOURS OF WORK AND OVERTIME POLICY

SECTION 1.

The Township may schedule the work hours of employees according to the needs of the operations. The normal work week for Water Fieldmen consists of forty (40) hours, the normal work day consists of eight (8) hours.

This Section shall in no way be construed as a guarantee by the Township of any amount of work in any period of time or a limitation on the Township's right to schedule work in excess of the normal work day or the

normal work week. The Township reserves the right to determine and modify work schedules.

Unless otherwise scheduled by the Township, the regular workday for Water Fieldmen shall commence at 8:00 a.m. and end at 4:30 p.m. daily with a lunch period of one-half (1/2) hour.

The Township reserves the right to determine the starting and quitting times and the number of hours to be worked.

SECTION 2.

The Township reserves the right to establish or change the length of time or any workweek or workday and the right to schedule the lunch or break periods.

SECTION 3.

Overtime will be permitted only when authorized by a supervisor. All employees shall be paid time and one-half their regular straight time rate for all approved time worked in excess of forty (40) hours in any one workweek.

SECTION 4.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION 5:

Absent time paid for shall be considered as time worked for purposes of computing overtime.

SECTION 6.

All permanent, full-time shall be allowed two (2) breaks during their regular workday. The breaks shall be of ten (10) minutes duration and shall be taken at a time designated by the Township.

SECTION 7.

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, after his break period, and after his lunch period.

SECTION 8.

The Township reserves the right to establish and change work schedules as business conditions and available work require. The Township reserves the right to reduce the workweek or the workday or to effect reductions in hours worked by combining layoffs and reductions in the workweek or the workday.

SECTION 9.

Any employee called into work outside of his regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half (1-1/2) the employee's regular straight-time rate and will be assured a minimum of two hours pay at time and one-half (1-1/2) his regular straight-time rate, provided that, if the work time on the call-in assignment runs into the employee's regular working hours, the minimum guarantee provisions of this Section shall not apply and the employee will be paid only for actual time worked on the call-in assignment.

SECTION 10.

A. Employees may waive the right to call-in overtime by signing a waiver form provided by the Township. The Township shall have the continued right to require all unit personnel to work scheduled or call-in overtime to provide proper service in emergency situations.

B. Within classification all overtime shall be equalized among members of the department who have not waived the right to call-in overtime. For such personnel, overtime may not deviate more than eight (8) to ten (10) hours amongst a particular classification. Each January 1st all charged overtime will be rolled back to zero (0). Any errors in overtime which occur prior to January 1st of the then current year shall be reflected as a negative number at the time the rotation charge sheet is prepared on number of hours for which an employee is compensated. An up-to-date list showing overtime hours shall be posed in a prominent place before the 15th of each month.

C. When a person has a vacation or personal day off, he will be the last person called for overtime, notwithstanding the equalization of hours sheet.

SECTION 11.

Employees completing their probationary period will be charged with an amount of overtime equal to the average of all employee's overtime at the time they end their probationary period within their classification.

SECTION 12.

All daily overtime shall be worked by the employee(s) who performed the job assignment the greatest number of hours during the regular shift hours. This provision shall apply even when that employee has to be called back.

SECTION 13.

Employees called to work on Sunday and holidays (as specified in Article XXII) shall be paid a minimum of two (2) hours pay at two (2) times their regular straight-time rate.

SECTION 14.

The parties agree that employees who are called into work, and who use their own vehicles, will be paid round trip mileage from their residence at the current reimbursement rate.

ARTICLE XIX

EMERGENCY STANDBY ALLOWANCE

SECTION 1.

All employees may, at the employee's option, participate in the weekly overtime standby program. The standby employee will be required to maintain a pager and be available twenty four (24) hours a day. The employee must be available to respond within the reasonable time limit required by the Department. Failure to respond within the required time limit shall be considered neglect of duty and shall subject the employee to such disciplinary action as the Township deems appropriate.

SECTION 2.

Employees may be permitted to voluntarily trade emergency standby duty with the prior approval of the Water and Sewer Director or his designee provided that employees scheduled must inform the Water and Sewer Director, or his designee, in advance of any voluntary trade.

SECTION 3:

No employee who is absent from work during his normal work shift shall be eligible for emergency standby duty until after he reports for his next regularly scheduled shift. In the event the employee assigned to standby duty under the standby rotation schedule is absent from work during his normal work shift or is no longer employed, the next employee on the rotation schedule shall be automatically assigned the standby duty.

SECTION 4.

Those employees who are assigned and perform emergency standby duty will receive an additional sixty-five (\$65.00) dollars fro each seven (7) day period on such standby duty.

SECTION 5.

The Township shall post the weekly overtime standby rotation schedule three (3) months in advance.

SECTION 6.

An employee on standby shall be issued a Township vehicle for use during the week of standby duty.

ARTICLE XX

LONGEVITY POLICY

SECTION 1.

In addition to the pay provided for in Appendix A, the employee shall receive, with the next pay after the anniversary date of hire, a sum equal to the percentage of his annual base rate of pay then in effect based upon his length of service at that time. The payment will be based upon the employee's date of hire and the amount of time actually worked in the preceding calendar year (i.e., anniversary date to anniversary date).

LENGTH OF SERVICEPERCENTAGE OF ANNUAL PAY

5 years	2%
10 years	4%
15 years	6%
20 years	8%

SECTION 2.

Longevity pay is earned in the calendar year (anniversary date to anniversary date, inclusive) prior to the date on which the payment is made. Longevity pay credit is earned according to the Schedule set forth above and the employees seniority on his anniversary.

SECTION 3.

The foregoing longevity payments are based on a full twelve (12) months of service. An eligible employee must be paid for eighty (80%) percent of the scheduled work time with a given calendar month to earn longevity payment credit under the above schedule. If an employee retires under the provisions of the West Bloomfield Township Employee Retirement System or voluntarily resigns with at least two (2) weeks advance written notice to the Township, the employee will receive a pro-rated longevity payment based on the number of months of service in that anniversary year.

ARTICLE XXI

SICK LEAVE WITH PAY

SECTION 1.

Sick leave with pay will be earned by all permanent, full-time seniority employees in accordance with the following provisions.

SECTION 2.

Permanent full-time seniority employees will earn and be credited with one (1) workday of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION 3.

Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period. In the event the employee requests in writing, the Township Supervisor, or his designee grants such an exception and the employee is terminated before the end of his probationary period, the employee will have the amount of the sick leave days so received deducted from his final paycheck.

SECTION 4.

Sick leave shall not be taken by an employee at his discretion, but shall only be available for use by seniority employees with an acute personal illness or injury over which the employee has no reasonable control or when the Township determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others. Abuse of sick leave shall subject the employee to disciplinary action. In determining abuses, the employer may consider, among other things, the underlying circumstances, the pattern of usage and the number of days taken.

SECTION 5.

For the purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight time rate. Sick leave shall be taken in increments of at least one (1) schedule hour of work, unless otherwise agreed to by the employee's immediate supervisor.

SECTION 6.

In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor or the Personnel Office prior to or within one-half ($\frac{1}{2}$) hour after the time set for beginning his daily duties or present an excuse acceptable to the Township.

SECTION 7.

The Township may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive workdays is taken pursuant to this Article. Falsification of such evidence will be cause for dismissal. The Township may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the Township will pay the cost of such tests and examinations.

SECTION 8.

No sick leave may be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by the circumstances.

SECTION 9.

Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.

SECTION 10.

The Township reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

SECTION 11.

Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

SECTION 12.

Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION 13.

Unused sick leave shall accrue and may be accumulated up to a maximum of sixty (60) days. In January of each year eligible employees will be paid for one-half (1/2) of accumulated unused sick leave in excess of sixty (60) days.

SECTION 14.

Payment for accumulated sick leave will be made only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of accumulated unused sick leave, if employment is terminated by:

1. Retirement under the provisions of the West Bloomfield Township Employee Retirement System.
2. Voluntary resignation if the employee provides the Township with at least two (2) weeks advance written notice of the resignation.
3. Discharge.

ARTICLE XXII

HOLIDAYS

SECTION 1:

Providing they meet all of the eligibility rules set forth in this Article, permanent, full-time seniority employees shall be paid their regular straight time rate for their normal daily hours for the following holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (½ day) (full day if designated by the Board)
Memorial Day
Independence Day
Labor Day
Veteran's Day or Columbus Day (as designated by the Board)
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day
One floating Holiday to be determined by the
Township Officials by April 1st of each year.

SECTION 2.

Subject to applicable State and Federal laws, when any of the above-enumerated holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday will be observed as the holiday. In the event two (2) holidays fall consecutively on a Friday and Saturday or Sunday and Monday, the two (2) holidays will be observed on the same basis as the Township Offices.

SECTION 3.

The following rules shall govern the payment of holiday pay:

1. Employees must work the full scheduled workday prior to and the full scheduled workday following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employees would otherwise have been scheduled to work on such day if it had not been observed as holiday.
3. The employee must have seniority on the workday immediately preceding the holiday involved.

SECTION 4.

An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday pay for such day.

ARTICLE XXIII

ANNUAL VACATION LEAVE

SECTION 1.

Each permanent, full-time seniority employee will earn annual vacation leave with pay in accordance with the following provisions.

SECTION 2.

Annual vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on this anniversary date in accordance with the following schedule.

SENIORITY

MAXIMUM VACATION

After one (1) year
to and including after
four (4) years

Ten (10) days

After five (5) years
to and including after
nine (9) years

Fifteen (15) days

After ten (10) years
to and including after
fifteen (15) years

Seventeen (17) days

After sixteen (16) years
and over

Twenty (20) days

SECTION 3.

Vacation leave with pay may not be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by special circumstances. Probationary employees will earn vacation leave with pay during their probationary period, but cannot receive or use vacation leave with pay during their probationary period.

SECTION 4.

Vacations shall be taken during the employee's anniversary year. In the event, however, that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one anniversary year, because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the Supervisor or his designee may allow such unused vacation to be taken during the following anniversary year. If permission to take the unused vacation in the subsequent anniversary year is not granted, the employee shall be paid for such unused vacation at straight time.

SECTION 5.

Vacations will be scheduled by the Township. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Department Head during the month of April of each year and in no event later than seven (7) days prior to the requested vacation period. When authorized by the Township, the employee may change his requested vacation period.

If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given

preference. Should more than one (1) application be received at the same time for the same date, then seniority will prevail. The employee will be advised within seven (7) days of the approval/denial of his vacation request.

The Township may, when it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

The parties agree that once a written request by an employee for a vacation period has been approved by the Water and Sewer Director, that scheduled vacation period may not be canceled due to a subsequent request by any other employee except upon mutual agreement.

SECTION 6.

Unless otherwise authorized by the Township, vacation leave with pay must be taken in periods of at least one (1) scheduled workday.

SECTION 7.

Vacation leave with pay will be paid at the employee's regular base straight time rate of pay.

SECTION 8.

Paid holidays (as set forth in Article XVI) falling within a scheduled vacation period will not be charged against the earned vacation time.

SECTION 9.

If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his accumulated sick leave.

SECTION 10.

Upon termination, for any reason, an employee will be paid for all earned vacation leave.

SECTION 11.

A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Township Supervisor or his designee.

SECTION 12.

An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The Township Supervisor or his designee may, in his discretion, make an exception to this requirement when he believes it is warranted by the circumstances.

ARTICLE XXIV

INSURANCE POLICY

SECTION 1.

The Township pays the premiums to provide Group Health Insurance (Blue Cross-Blue Shield Major Medical Coverage or its equal) for permanent full-time seniority employees who are not otherwise covered by another medical hospitalization plan and who enroll in the program during the appropriate enrollment period. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the Township. The Blue Cross Predetermination Rider will be added to the policy effective thirty (30) days after the contract is ratified.

SECTION 2.

The Township pays the premiums to provide a drug rider program (\$2.00 co-pay) for permanent full-time seniority employees. Effective June 1, 2000, the co-pay shall be increased to Five (\$5.00) dollars.

SECTION 3.

The Township pays the premiums to provide a Twenty Thousand (\$20,000.00) Dollar group life insurance and Twenty Thousand (\$20,000.00) Dollar accidental death insurance policy for permanent full-time seniority employees. Effective June 1, 2000, life insurance shall be increased to Thirty Thousand (\$30,000.00) Dollars.

SECTION 4.

The Township shall pay the full premium for group dental insurance family coverage for permanent full-time seniority employees. Effective June 1, 2000, the annual maximum payment shall be as follows:

Dental Class I - III	-	\$1,000
Class IV	-	\$1,000

SECTION 4 A.

Effective January 1, 2001, the Township will provide to permanent full-time seniority employees the attached Vision Care Program. (See Appendix B).

SECTION 5.

The Township pays the premiums to provide short-term disability insurance for permanent full-time seniority employees. The short-term disability insurance provides a benefit of forty (40%) percent of base salary to a maximum of two hundred (\$200.00) Dollars per week for a maximum of twenty-six (26) weeks. The insurance coverage begins the first day for an accident and the eighth (8th) day after the beginning of an illness. The insurance benefit is payable under the terms of Article XXVII Leaves of Absence. Effective June 1, 2000, the short-term disability benefit shall be increased to fifty (50%) percent of base salary to a maximum of two hundred and fifty (\$250.00) dollars per week.

SECTION 6.

The Township pays the premiums to provide long-term disability insurance under a program with the Aetna Insurance Company for permanent full-time seniority employees. The insurance benefit is payable under the terms of Article XXVII - Leaves of Absence. Effective June 1, 2000, the long-term disability insurance shall be increased to sixty (60%) percent of base salary up to a maximum of \$2,000 dollars per month.

SECTION 7.

An eligible full-time employee shall become insured on the first of the month following the date of hire, provided, if away from work due to disability, leave of absence, etc., on the date the insurance coverage is to be effective, said employee will be insured upon return to active service. If permissible under the contract between the Township and the insurance carrier,

a probationary employee may file a written request with the Township to personally pay the insurance premiums by payroll deduction during the probationary period. Premiums are to be deducted from the employee's salary during the probationary period. If the employee successfully completes the probationary period, the employee is reimbursed for the premium.

SECTION 8.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that those employees who go on a Township-approved leave of absence without pay may keep their group coverage in effect to the extent, and for such periods of time, as may be permissible under the contracts between the Township and the carrier by notifying the Personnel Department and by depositing with the Treasurer's Office the full amount of premiums for the leave of absence on or before their last day of work prior to the leave of absence. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

SECTION 9.

Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township accrue to the Township. The Township may select the carrier and from time to time change carriers, or become self-insured.

SECTION 10. Replaced with Article XLI - Health Insurance for Retirees

The Township will provide for continuation of group health insurance and/or group dental insurance after retirement, at the employee's expense, for all full-time seniority employees who upon reaching normal retirement age retire after January 1, 1986 with at least eight (8) years of service, are 100% vested in the Township Retirement System, and are receiving retirement benefits.

1. The coverage will be available for the eligible employee/retiree and his/her lawful spouse.
2. The amount of the premium must be remitted to the Township is to be effective.
3. The retiree and/or spouse must apply for Medicare (or any other governmental sponsored program) when eligible. There shall be a co-ordination of benefits with Medicare (or any other government sponsored program).

4. The retiree shall cease to be eligible for the continuation program during such periods of time that the retiree, or spouse, is actively employed and coverage is available under his/her employer's health insurance program.
5. There shall be a co-ordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.
6. "Spouse" for purposes of this Section is defined as the employee's lawful husband or wife at date of retirement. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receive the survivorship pension benefits.
7. An employee eligible for and receiving long term disability benefits will be eligible for the benefits of this Section.
8. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Township and the carrier.
9. The Township's sole obligation under this Section is to receive and then remit the premiums to provide the insurance coverage.
10. The Township reserves the right to select the carrier(s) and/or to become self-insured.

ARTICLE XXV

HEALTH AND SAFETY

SECTION 1.

Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the Township. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased

information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the Township. All injuries sustained by an employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician, provided that the Township will pay the cost of such examination or treatment.

SECTION 2.

Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the Township's safety rules shall subject the employee to disciplinary action by the Township.

SECTION 3.

A safety committee will be established. One member of the Union and one member of management will meet as needed to discuss issues of safety in the work place. A safety committee agenda shall be agreed upon in advance by the parties.

ARTICLE XXVI

ATTENDANCE

SECTION 1.

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

SECTION 2.

In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their designated department head or in his absence to the Personnel Office whenever they expect to report late or to absent themselves from work. Employees who are absent must notify their department head or in his absence the Personnel Office within one-half ($\frac{1}{2}$) hour after their work day begins or present an excuse acceptable to the Township. Employees who fail to do so will be considered to be absent without pay.

SECTION 3.

Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

SECTION 4.

The Township Supervisor may, in his sole discretion, grant an exception to these requirements.

ARTICLE XXVII

LEAVES OF ABSENCE POLICY

SECTION 1.

The Township in its discretion, may grant a temporary written unpaid personal leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Department Head. The Township Supervisor or his designated representative must approve the request in writing, prior to the start of the leave. Such leave may be extended upon written approval by the Township Supervisor or his designee. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence.

SECTION 2. Military Leave Without Pay

1. Any permanent employees who enters the military service of the United States shall be granted leave of absence without pay and reinstatement to employment as required by applicable provisions of Act 263, P.A. of Michigan of 1951 and any other applicable statutes then effective.

2. Any employee granted a leave of absence for "military duty" as defined in Act 263 of the Public Acts of Michigan of 1951, shall be reinstated to his position when he has been discharged or separated from service, providing:

(a) He makes application for reinstatement within ninety (90) days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.

(b) He is discharged under honorable conditions and he establishes this fact to the satisfaction of the Township.

(c) He is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater length of service to the Township.

If any employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him with like status and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

If the employee's former position has been transferred to another department, the employee shall be restored to the same position in the new department.

If for any reason it is not feasible for such former employee to be reinstated to his previous employment, or is his previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the Township for which the returning veteran is qualified and he shall be appointed to that position. If it is found that no position is available to such returning veteran and he considers himself aggrieved over this procedure, he may file a complaint in writing with the Township Supervisor.

3. Any permanent employee covered by this agreement who is a reservist and who must attend "annual active duty for training" shall be compensated by the Township for any difference between his regular pay and his military pay. Such payment shall not exceed a period of time equal to two (2) normally scheduled work weeks per year. Such leave shall be granted only upon advance notice of at least two (2) weeks to the Township Supervisor.

SECTION 3.

A seniority employee with at least one (1) year of seniority at the time the leave is to commence who is unable to perform his/her assigned duties because of personal illness or disability and (subject to Section 4 of this Article) who has exhausted all sick leave available shall, at the written recommendation of a physician (stating the specific illness or disability and the expected length of the absence) may be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or

disability, up to six (6) months. A written request for such a leave must be submitted to the Personnel Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave. An extension of up to thirty (30) days may be granted upon the submission of a written application to the Personnel Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least thirty (30) days prior to the expiration of the leave. Further extensions of up to thirty (30) days at a time may be granted by applying in writing to the Personnel Department at least fifteen (15) days prior to the expiration of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the Township in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his/her former classification, if available, providing his/her seniority so entitles him/her and he/she can perform the available work. If a position in the employee's former classification is not available, the employee will be placed in a position of similar classification and pay. If no position is available the employee will be maintained on the recall list. Upon return, the employee will be placed on the same position of the current salary schedule that he/she held at the start of the leave. Seniority for purposes of Article XII - Layoff and Recall Policy, shall accumulate during such leave; however, the time of leave shall not be considered as time worked for purposes of this Personnel Policy Manual. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

SECTION 4.

Employees, who are eligible for short or long-term disability insurance, need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other regulations set forth in Section 3 of this Article shall apply:

1. SHORT-TERM DISABILITY (Up to twenty-six (26) weeks)
 - a. Non-compensable illness or disability:

In the event an employee is ill or disabled and unable to perform his/her assigned duties, as a result of an illness, disability or injury which is not compensable under the Worker's Compensation Act, the employee will receive insurance benefits in accordance with Article XXIV, Section 5, Short-Term Disability

Insurance, for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness, disability or injury. The employee may also use a pro-rata amount of his/her earned sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefit and sick leave, and/or vacation, if any, may not exceed 100% of the employee's normal base salary. Payments made by the Township shall be deducted from the employee's accumulated sick and/or vacation leave on a pro-rata basis.

b. Compensable illness or disability:

In the event an employee is ill or disabled and unable to perform his/her assigned duties as a result of a duty connected personal injury, disability or illness arising out of and in the course of his/her employment, and in fact, is paid Workers' Compensation Benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular straight time pay, such payment to consist of the Workers' Compensation Benefit payments as supplemented by the applicable payments to eligible employees under any other disability insurance plan provided by the Township. The Township's responsibility pursuant to this Section is to pay the difference, if any, between such one-hundred (100%) of the regular straight time pay and the compensation set forth above. The payments set forth in this Section will be made for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness, disability or injury. A duty-connected illness shall be such an illness or injury which is compensable under the provisions of the Michigan Workers' Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence.

2. LONG-TERM DISABILITY (In excess of twenty-six (26) weeks)

In the event an employee is unable to report to work within the twenty-six (26) week period described in Section 4.1. above due to either a non-compensable or compensable illness, disability or injury the employee will receive insurance benefits in accordance with Article XXIV, Section 6.

3. Insurance Continuation

a. In the event a seniority employee suffers a compensable illness, disability or injury as set forth in this Article, the Township will continue the hospitalization and life insurance for one (1) year from the date of such illness, disability or injury.

b. In the event a seniority employee suffers a non-compensable illness, disability or injury as set forth in this Article, the Township will continue the hospitalization and life insurance for six (6) months from the date of such illness, disability or injury.

4. An employee unable to return to work within two (2) years of the date of the illness or injury, shall be deemed to be permanently disabled and shall be terminated from the Township employment subject to review and approval of the Township Board.

a. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered to the employee.

b. Payment in full for accumulated vacation time, if any, shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.

c. Payment for unused accumulated Sick Leave, if any, shall be made to the employee under the terms of Article XXI - Sick Leave Policy. Payment shall be made at the rate the employee was earning on the date of injury, disability or illness.

SECTION 5.

In the event an employee is granted a leave of absence under Section 3 or 4 of this Article, the employee will authorize the Township appointed physician to conduct such physical and/or mental examinations as the physician deems necessary and shall sign such documents and medical release forms which are necessary in order for the Township's physician and/or the Personnel Department to secure from the employee's physician copies of all his/her pertinent medical records.

SECTION 6.

All leaves shall be in writing signed by the Township and the employee, receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION 7.

Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

SECTION 8.

No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested by the employee or required by the Township.

ARTICLE XXVIII

JURY DUTY AND COURT APPEARANCES POLICY

SECTION 1.

Any employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight time hours on that day and the daily jury fee paid by the courts (not including travel expenses or reimbursement of other expenses). This policy shall apply for each scheduled work day that the employee reports for, or performs, jury duty. The provisions of this Article are not applicable to any employees who, without being summoned, volunteer for jury duty.

SECTION 2.

An employee who is requested or authorized to appear in a court of law in a work related matter shall continue to receive his regular salary while away at court. However, that employee must surrender to the Township any witness fees, etc., received.

SECTION 3.

In order to receive payment under this provision, an employee must pay over to the Township all witness fees paid to him except for the mileage fee or reimbursement of other expense fees and give the Township prior notice that he has been subpoenaed, show proof of the subpoena, and furnish satisfactory evidence that the appearance was performed on the days for which payment is claimed.

SECTION 4.

An employee who appears in a court of law in a non-work related matter shall request the appropriate personal, business leave, or vacation time.

ARTICLE XXIX

PAID PERSONAL LEAVE POLICY

SECTION 1.

All full-time, regular seniority employees, who have sick leave with pay may use up to three (3) sick leave days with pay each fiscal year (January 1 through December 31) for urgent, necessary, legal business, household or family matters of compelling necessity which require the employee's absence during normal working hours upon receiving permission from their immediate supervisor. The day so used will be deducted from the employee's earned sick leave credit.

Provided that during the interim fiscal year of April 1, 1982 through December 31, 1982 all full-time, regular seniority employees who have sick leave with pay may use up to two (2) sick leave days with pay for that fiscal year (April 1, 1982 through December 31, 1982).

SECTION 2.

Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies) and the applicant must state the reason for taking such leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper use of this Article. The number of employees allowed to take leave pursuant to this Article at any one time is within the discretion of the Township.

SECTION 3.

On January 1 of each year, all full-time seniority employees will be granted one (1) day of paid leave for use during that fiscal for personal reasons which require the employee's absence during normal working hours.

Provided that during the interim fiscal year of April 1, 1982 through December 31, 1982 all full-time, seniority employees who were in the employ of West Bloomfield Township on April 1, 1982 will be granted one (1) day of paid leave for use during that fiscal year (April 1, 1982 through December 31, 1982).

SECTION 4.

Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies). The number of employees allowed to take leave pursuant to this Section at any time is within the discretion of the Township.

ARTICLE XXX

FUNERAL LEAVE WITH PAY POLICY

SECTION 1.

Any seniority, permanent, full-time employee subject to this Contract who, while on the active payroll, shall suffer death in his immediate family shall be granted a funeral leave of absence with normal daily basic straight time pay for up to three (3) regularly scheduled workdays. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Grandchild, Mother-in-law, Father-in-law, Grandparents of the employee and spouse or any relative residing in the employee's household at the time of death. An eligible employee who suffers death of an Aunt, Uncle, Niece or Nephew, Brother-in-law or Sister-in-law of blood relation shall be granted a funeral leave of absence with normal daily basic straight time pay for one (1) regularly scheduled workday. The Township may require written application for such leave, as well a proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article. The Township Supervisor or his designee may, in his discretion, make an exception to these requirements when he deems it appropriate in cases of extenuating circumstances.

ARTICLE XXXI

GENERAL

SECTION 1.

The Township may, in its discretion, require that employees submit to physical and mental tests and examinations by a Township-appointed doctor when such tests and examinations are considered to be of value to the Township in maintaining a capable work force, employee health and safety, etc., provided, however, that the Township will pay the cost of such tests and examinations.

SECTION 2.

The Township may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive work days.

SECTION 3.

The Township will not be responsible for the loss or theft of an employee's personal property which is brought to work. This Section will not apply in the event that the Township specifically requests in writing that an employee bring work tools to work.

SECTION 4.

Notwithstanding any other provision of this Agreement, non-bargaining unit Township employees may perform bargaining unit work. The Township agrees that if such performance of the specific work regularly performed on the effective date of this Agreement by full-time, seniority, bargaining unit employees would clearly and directly cause the permanent and complete layoff of full-time seniority employees who were in the bargaining unit on the effective date of this Agreement, the Township will notify the Union prior to the performance of such work and, if requested in writing by the Union within two (2) workdays from the notice, the Township will meet within ten (10) workdays from the receipt of the request to negotiate on the subject.

SECTION 5.

The Township may appoint leaders in any classification or any combination of classifications. The selection, assignment and demotion of leaders shall be exclusively the right and responsibility of the Township without regard to the seniority provisions of this Agreement. Leaders shall maintain their seniority at all times. In the event, the Township appoints a group leader the employee so designated will receive the rate set forth in Appendix "A".

SECTION 6.

1. The Township shall furnish each employee, upon confirmation, the following uniform:
 - Shirts
 - Pants
 - Coveralls
 - Jacket with removable liner
2. Each full-time seniority employee shall be entitled to uniforms under the uniform rental program as established by the Township.
3. The Township will establish uniform standards. The specifications shall be strictly adhered to by all employees. The Water & Sewer Director shall be the final authority in regard to conformance to standards. The Water & Sewer Director, or his designee, may reject any item not in conformance with the specifications and deny the use of the uniform allowance for said item.
4. All clothing will remain the property of the Township and must be turned in should the employee leave Township employ.
5. In addition, the Township shall furnish all rubber goods, safety shoes, helmets, goggles, and gloves.

6. Effective January 1, 1998, the Township will provide a winter boot allowance of \$150 for the 1998 fiscal year. No winter boot allowance shall be provided in the 1999 fiscal year. Effective, January 1, 2000, the Township will provide a winter boot allowance of \$150 for the 2000 fiscal year. The allowance is for the replacement of work boots. Appropriate receipts must be presented for reimbursement.

7. In the event the Township creates the position of Field Water And Sewer Foreman such position(s) shall be excluded from the bargaining unit. The selection, assignment and compensation of such personnel shall be exclusively the right and responsibility of the Township. In the event the position(s) are filled from amongst members of the bargaining unit such personnel shall retain their seniority at the time of their appointment. In the event the Township terminates the individuals appointment, the individual may return to a vacancy in the unit seniority permitting.

The foreman shall be permitted to perform bargaining unit work on a limited basis during regular working hours. Supervisors shall not be used to displace union employees except in cases of emergency or if union employees are not available to perform the work. The intent of his paragraph shall not be abused.

SECTION 8.

In recognition of the fact that unit members may be required by the Township to procure and maintain certification (S-1 through D-4), it is agreed that employees required by the Township to maintain one or more of the above certifications shall receive an annual lump sum cash payment of one-hundred twenty-five dollars (\$125.00) less deductions required by law. The payment will be made in March of each year.

ARTICLE XXXII

SUBCONTRACTING

SECTION 1.

The Township reserves the sole right to contract out or subcontract any work, operations, processes, or services. The Township agrees that if the specific work regularly performed on the effective date of this Agreement by full-time seniority bargaining unit employees is to be subcontracted or contracted out from the bargaining unit and such subcontracting or contracting out of work would clearly and directly cause the permanent and complete layoff of full-time seniority employees who were in the bargaining unit on the effective date of this Agreement, the Township shall notify the Union prior to letting the contract and, if requested in writing by the Union within five (5) work days from the notice, the Township will meet within ten (10) workdays from the receipt of the request to negotiate on the subject.

ARTICLE XXXIII

OUTSIDE ACTIVITY

SECTION 1.

No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interests of the Township or which interferes with his ability to discharge his Township duties fully or which impairs the employee's ability to satisfactorily perform his assigned duties.

ARTICLE XXXIV

PROFESSIONAL QUALIFICATIONS

SECTION 1.

The Township and Union agree that it is in the public interest for employee to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, in its sole discretion, select any training program, session, or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions, or meetings selected by the Township. In the event such training programs, sessions or meetings are scheduled outside an employee's normal working hours, he will, at the option of the Township, be given either compensatory time off or be paid for such hours.

ARTICLE XXXV

RETIREMENT

SECTION 1.

Eligible employees earn benefits under the West Bloomfield Township Employee Retirement System. Eligibility, contributions and benefits are as set forth in the retirement plan. This Article is subject to the rules and restrictions set forth in the retirement plan.

SECTION 2.

Effective, January 1, 1998, vesting requirements shall be revised from ten (10) to eight (8) years. There shall be no partial vesting.

SECTION 3.

Effective January 1, 2000, the multiplier on the base plan shall be increased to 1.75% from the current 1.5% level. Effective January 1, 2001, the multiplier on the base plan shall be increased to 2.0% from the 1.75%.

ARTICLE XXXVI

SCOPE OF AGREEMENT

SECTION 1.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2.

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the Township and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXVII

SEPARABILITY AND SAVING CLAUSE

SECTION 1.

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

ARTICLE XXXVIII

SALARIES

SECTION 1.

Salaries are set forth in Appendix A which is attached and incorporated herein.

SECTION 2.

The Township agrees to make a retroactive payment consisting of the difference between the rates actually paid and the rates set forth in the new salary schedule between January 1, 1998 and the date on which the contract is signed by both principal parties. The payment will be made within thirty (30) days after the contract has been signed by both principal parties.

ARTICLE XXXIX

SEXUAL HARASSMENT

SECTION 1. POLICY STATEMENT

The Township of West Bloomfield prohibits sexual harassment of employees. This policy applies to all Township employees, as well as to non-employees on the Township's premises and those persons who work in conjunction with Township employees. Any employee found to have engaged in such prohibited conduct shall be subject to discipline up to and including termination.

SECTION 2. DEFINITION: SEXUAL HARASSMENT

Unwelcomed sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature when:

1. Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, to obtain employment;
2. Submission to, or rejection of, such conduct or communication by an individual is used as a factor in any employment decision;
3. Such conduct or communication has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

SECTION 3.

Any employee who is affected by sexual harassment is directed to immediately report the incident to his/her supervisor or, at the employee's discretion, the Personnel Director. An investigation of all complaints will be undertaken immediately.

ARTICLE XL

COMMERCIAL DRIVERS LICENSE

SECTION 1.

It is understood and agreed by the Union and the Township that, as a condition of continued employment, all bargaining unit members must maintain valid operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all Township vehicles and equipment.

SECTION 2.

In order to assist bargaining unit members in the initial procurement (and renewals as may be required) of the Commercial Drivers License and required endorsements, the Township agrees as follows:

a. The Township will provide the required physical examination at Township expense. Employees will be released from work for the purpose of undergoing the physical examination.

b. The Township will pay the cost, if any, of the required written examination(s) upon the employee's successful completion of such examination(s).

c. The Township will pay the cost, if any, of the required road test only upon the employee's successful completion of such test. (Employees must pay the cost of any failed road test(s).)

d. Employees will be released from work for the purpose of taking the required written examination(s) and road test(s). In the event the employee must repeat the written examination(s) or road test(s), further release time will be provided no more than once in each two (2) week period.

e. Upon issuance to the employee, the Township will pay the cost of the required Commercial Drivers License and endorsements; provided that, should the employee leave Township employment within two (2) years of the date of such payment, the employee shall reimburse the Township through payroll deductions from the employee's final paycheck(s).

f. In the event an employee fails to obtain the Commercial Driver's License and required endorsements and such employee is unable to obtain an extension of time from the appropriate licensing agencies, the employee shall be placed on a thirty (30) day unpaid leave of absence which shall be considered a final notice period. If the employee fails to obtain the Commercial Drivers License and endorsements during the final notice period, employment shall be terminated at the end of the thirty (30) calendar day period.

SECTION 3.

An employee's loss of, or failure to maintain, all required operator licenses, endorsements and/or other certifications which are required by federal and/or state agencies for the lawful operation and driving on public roads of all Township vehicles and equipment, shall result in the termination of employment.

SECTION 4.

Under no circumstances will an employee be required or assigned to abnormally dangerous work, or work in violation of an applicable statute or court order, or governmental regulation relating to safety of persons or equipment. The Township hereby agrees to pay for tickets issued to employees because of faulty or unsafe equipment.

ARTICLE XLI

HEALTH INSURANCE FOR RETIREES

SECTION 1.

The Township will provide and pay for BC/BS Health Insurance coverage for retirees in good standing under the Township's retirement system who are regular service retirees of at least sixty (60) years of age and at least twenty-five (25) years of seniority or who are receiving workers' compensation and/or duty disability pension benefits. The level of coverage provided shall be the same as that then provided to employees, including spouse coverage.

SECTION 2.

There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

SECTION 3.

The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. Upon the retirees receipt of Medicare health insurance benefits, the Township shall provide BC/BS complementary coverage, which, together with Medicare, provides the same level of coverage as is currently provided to employees.

SECTION 4.

Any funds established by the Township shall be vested in the Township, and no employees covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.

SECTION 5.

The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another employer and covered by his/her employer's health insurance program, if that program provides equivalent or better coverage at no expense to the retiree or spouse.

SECTION 6.

"Spouse" for purposes of this Article is defined as the employee's lawful husband or wife.

A. In the event the employee select one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.

B. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage the spouse will then become eligible for coverage from the employer.

SECTION 7.

During such period of time that a retiree is eligible for an receiving Township provided health insurance under the provisions of this Article, the retiree may at his/her expense provide health insurance to his/her eligible dependents (not including spouse) at the election of the retiree. The provision of this coverage is subject to the approval of the insurance carrier and is subject to all terms and conditions contained in the contracts between the carrier and the Township. To maintain coverage, the retiree must pay in advance each month the full cost of the premium for the eligible dependent (including any additional costs for a student rider) by depositing the required amount with the Township Treasurer's Office.

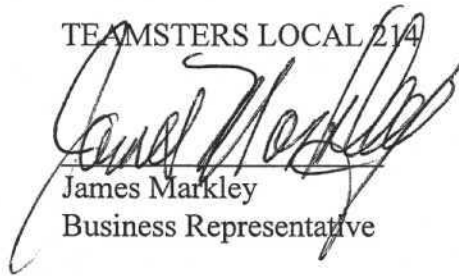
ARTICLE XLII

DURATION

The parties agree to a contract term effective the date of ratification by both principal parties to and including December 31, 2002.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of July, 2000.

TEAMSTERS LOCAL 214


James Markley
Business Representative

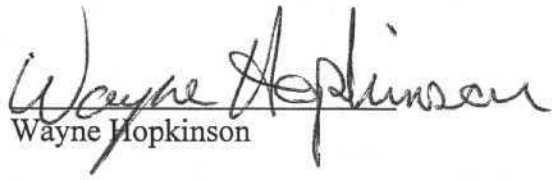
TOWNSHIP OF WEST BLOOMFIELD


Jeddy Hood
Township Supervisor

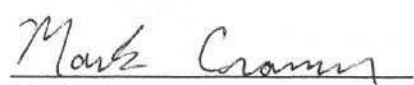
DATED: 7-10-00

DATED: 7/12/00

FOR THE LOCAL ASSOCIATION:


Wayne Hopkinson

DATED: 7-10-00


Mark Cramer

DATED: 7-10-00

ARTICLE XLIII

TERMS

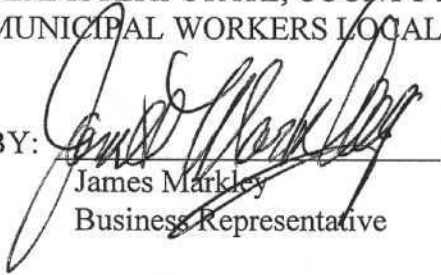
THIS AGREEMENT shall become of full force and effect on January 1, 1998, and shall continue in full force and effect until midnight, December 31, 2002, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least ninety (90) days written notice, by registered mail, before the end of the term of the Agreement, or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any provisions.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 10th day of July, 2000.

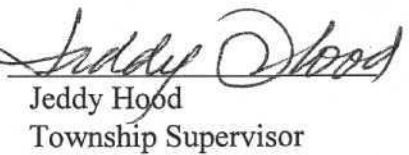
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

TOWNSHIP OF WEST BLOOMFIELD:

BY:


James Markley
Business Representative

BY:


Jeddy Hood
Township Supervisor

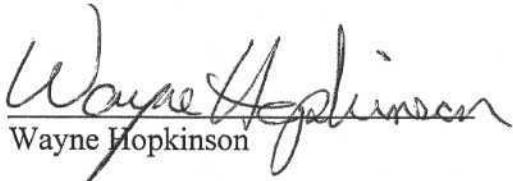
DATED:

7-10-00

DATED:

7/12/00

FOR THE LOCAL ASSOCIATION:


Wayne Hopkinson

DATED:

7-10-00


Mark Cramer

DATED:

7-10-00

APPENDIX A

SALARY SCHEDULE

	<u>START</u>	<u>AFTER</u> <u>6 MONTHS</u>	<u>AFTER</u> <u>1 YEAR</u>	<u>AFTER</u> <u>2 YEARS</u>	<u>AFTER</u> <u>3 YEARS</u>
--	--------------	---------------------------------	-------------------------------	--------------------------------	--------------------------------

EFFECTIVE: January 1, 1998 thru December 31, 1998

Water & Sewer Maintenance Person	\$27,307.54	\$28,093.68	\$28,878.57	\$29,664.70	\$30,449.60
-------------------------------------	-------------	-------------	-------------	-------------	-------------

EFFECTIVE: January 1, 1999 thru December 31, 1999

Water & Sewer Maintenance Person	\$28,126.77	\$28,936.49	\$29,744.93	\$30,554.64	\$31,363.09
-------------------------------------	-------------	-------------	-------------	-------------	-------------

EFFECTIVE: January 1, 2000 thru December 31, 2000

Water & Sewer Maintenance Person	\$28,970.57	\$29,804.58	\$30,637.28	\$31,471.28	\$32,303.98
-------------------------------------	-------------	-------------	-------------	-------------	-------------

EFFECTIVE: January 1, 2001 thru December 31, 2001

Water & Sewer Maintenance Person	\$29,839.69	\$30,698.72	\$31,556.40	\$32,415.42	\$33,273.10
-------------------------------------	-------------	-------------	-------------	-------------	-------------

EFFECTIVE: January 1, 2002 thru December 31, 2002

Water & Sewer Maintenance Person	\$30,734.88	\$31,619.68	\$32,503.09	\$33,387.88	\$34,271.29
-------------------------------------	-------------	-------------	-------------	-------------	-------------

APPENDIX "B"

VISION CARE BENEFITS

Vision Care benefits cover services and materials that promote optimum visual health. Payment to participating Michigan providers and out-of-state providers for covered services is based on a Reasonable and Customary charge, as determined by Blue Cross Blue Shield of Michigan.

Vision examination and testing, lenses, frames, and contact lenses from non-participating Michigan providers are paid to the subscriber at 75% of the Reasonable charge, less applicable copayments.

The highlights of this Vision Care Program are:

MEMBER COPAYMENTS

The member is required to pay the following for vision care services:

Service	Copayment
Vision Examination and Testing:	\$5.00
Frame and Lenses:	\$7.50
Contact Lenses: (Therapeutic only)	\$7.50

EXAMINATION AND TESTING

One vision testing examination per member is payable every 24 months. However, if upon examination by an optometrist, a member is referred to an ophthalmologist concerning a vision problem and this subsequent examination occurs within 60 days, both examinations are covered as a Vision Care benefit. Only one examination copayment is required of the member. The examination includes:

- n Visual acuity tests
- n External examination of the eye
- n Medications for dilating pupils and desensitizing eyes
- n History, summary, and findings
- n Binocular measure
- n Ophthalmoscope
- n Patient history
- n Tonometry

Plan A80

These benefit descriptions are intended as an easy-to-read guide. This is not a contract. An official description of benefits is contained in applicable Blue Care Network/Blue Cross Blue Shield of Michigan certificates and riders.

VISION CARE BENEFITS

FRAME AND LENSES

One frame and one pair of lenses is payable every 24 months for each member. A prescription change is not required and the member may order new lenses or frame to be used with his or her current frame or lenses. This benefit includes:

Lenses	Frame
<ul style="list-style-type: none"> n Standard size (less than 65 mm) n Glass or plastic lenses n Single vision lenses n Bifocal lenses n Trifocal lenses n Tints (<u>only</u> if medically necessary) 	<ul style="list-style-type: none"> n Standard size (less than 65mm) n Choice of frame: <ul style="list-style-type: none"> - metal - plastic - wire

CONTACT LENSES

In lieu of frame and lenses, one pair of contact lenses is payable every 24 months for each member. If medically necessary to correct vision to 20/70 or better, or if certain other visual conditions exist, contact lenses are covered.

Up to \$35 is allowed for contact lenses purchased for cosmetic reasons.

This benefit includes a choice of:

- | | | |
|---------------------|----|----------------------|
| n Daily-wear lenses | or | Extended-wear lenses |
| n Hard lenses | or | Soft lenses |
| n Single lenses | or | Bifocal lenses |

VISION CARE BENEFITS

General Limitations and Exclusions

In addition to other limitations noted in this proposal, the following would be limited or excluded.

- n Charges for sunglasses (tints above Rose #2) above the charge for regular lenses.
- n Charges for photosensitive or anti-reflective lenses above the charge for regular lenses.
- n Charges for medical or surgical treatment.
- n Charges for drugs or medications not administered for the purpose of a vision examination and test.
- n Charges for procedures considered special or unusual, such as orthoptics, vision training, subnormal vision aids, aniseikonia lenses, and tonography.
- n Charges for services for any condition, disease, ailment, or injury related to or caused by the member's employment.
- n Charges for services provided or a frame or lenses ordered before the member's contract effective date, or after termination of coverage.
- n Charges for a frame or lenses delivered 60 days after termination of the member's contract.
- n Charges for services or material which may be obtained free of charge.
- n Charges for unnecessary or experimental services or materials, based on accepted ophthalmic practice.
- n Charges for materials not prescribed by a physician or optometrist.
- n Charges for services or materials to the extent for which benefits are payable under another health care program.
- n Charges for replacement of lost or broken lenses or frames, unless the member is otherwise eligible for optical services under the limitations of this program.
- n Charges for optional services or materials, such as oversize lenses, non-therapeutic tints, blended bifocals, designer frames, and optical coatings.
- n Charges for the completion of insurance forms.

