

12/31/2002

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AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF HARRISON

MACOMB COUNTY, MICHIGAN

and

CHAPTER LOCAL #1103

MICHIGAN COUNCIL NO. 25

AFSCME, AFL-CIO

JANUARY 1, 2000 - DECEMBER 31, 2002

Michigan Township

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PREAMBLE

THIS AGREEMENT entered into this 29 day of June, 2000 between the CHARTER TOWNSHIP OF HARRISON, MACOMB COUNTY, hereinafter referred to as the "Employer", and CHAPTER LOCAL #1103, MICHIGAN COUNCIL NUMBER 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSETH:

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

WHEREAS, the Employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

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

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

(g) If the Township hires full time employees in the Parks and Recreation Department, whose job functions correspond with the job description for members of this unit, the Township will agree to those employees becoming members of Local 1103.

Section 3. Recognition of Union. Pursuant to and in accordance with all applicable provisions of Act #379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees in existing departments of the Charter Township of Harrison (including the Township Plumbing, Mechanical, Building and Electrical Inspectors), except elected officials, the Deputy Treasurer, the Deputy Clerk, the Deputy Supervisor, Finance Officer, Engineering and Utilities Director, Assessor, Parks and Recreation Director, Building Official, Firefighting Employees, Department Heads, The Water Distribution and Sewer Maintenance Supervisor, Water and Sewer Foreman, Assistant Assessor, temporary, seasonal and/or part-time employees and supervisors as defined in the Act.

ARTICLE 3. NON-DISCRIMINATION

The Charter Township of Harrison, either in hiring, promoting, disciplining, assigning to jobs, or any other terms or conditions of employment, agrees not to discriminate against any person or Employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law, membership in or activity on behalf of the Union or participation in the grievance procedure. The Union agrees to admit any persons to its membership and to represent all Employees without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law.

ARTICLE 5. NO STRIKES AND NO LOCKOUTS

Section 1. The bargaining unit and the Union agree that there shall be no strikes or stoppages of work or any other acts that interfere in any manner with the services of the Employer, as long as this Agreement is in force. The Union and its representatives shall process grievances only through the grievance procedure provided for in this Agreement and will not call, participate in, encourage or condone any of the aforesaid types of work stoppage while this Agreement remains in force. In the event of any such work stoppage by any Employee(s), the Union will make reasonable efforts to end such activity.

Section 2. During the term of this Agreement, the Employer agrees there shall be no lockout of the Employees (provided, a disciplinary suspension or discharge, a layoff of an Employee in a necessary reduction of work force, or a discontinuance of any operation by the Employer in the legitimate exercise of its management rights, shall not be deemed a lockout).

ARTICLE 7. UNION SECURITY

Section 1. As a condition of continued employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired Employees shall, as a condition of employment, join the Union or pay the service fee, no later than the conclusion of their probation. All Employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or charges.

Section 2. Employees who fail to remain in good standing in the Union shall be terminated within thirty (30) days following receipt by the Employer of notice from the Union that a member of this bargaining unit is in violation of this Article.

Section 3. The Union agrees to indemnify, protect, and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from action taken or not taken by the Employer in accordance with this Article. In the event any action or claim (in any arbitration proceeding, or in any Court or administrative agency) is commenced against the Employer resulting therefrom, the Union shall intervene and defend such action or claim.

Section 2. The Union shall indemnify, protect, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceeding, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. (The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees.)

Section 3. Check-off deductions under all properly authorized Authorization for Check-off forms shall become effective the ninetieth (90th) day after employment date and when the Authorization is filed with the Employer. The amount shall be deducted, if possible, from the second pay of the month and from the second pay period of each month thereafter.

Section 4. Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or service fees have been deducted as soon as possible after the second pay period of each month.

Section 5. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requests in writing that his/her authorization and request for check-off be terminated.

ARTICLE 10. NEW CLASSIFICATIONS

Classifications other than those listed in Appendices A, B-1, B-2, and B-3 hereof may be added as need is determined by the Employer, at which time vacancies and wage rates will be posted as provided in Article 20 hereof. The Employer will notify the Union prior to establishing a new classification and rate structure and if the Union disagrees with the rate structure, the parties shall enter into negotiations within fifteen (15) days of such notice to establish a rate structure for the new classification.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a complaint, by an Employee or group of Employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. Subject to Section 3(c) hereof, grievances shall be presented and adjusted according to the procedure set forth below. No grievance shall be considered unless it is presented to and discussed with the Employees' department head and/or department head where grievance was originated with the VERBAL PROCEDURE below, or in cases involving discharge, presented in writing to the Township Supervisor within STEP TWO below, within ten (10) working days following the occurrence which is the basis of the grievance.

VERBAL PROCEDURE: An Employee and/or his/her steward shall discuss his/her grievance with the Employee's department head and/or department head where grievance was originated in an effort to resolve the problem.

STEP ONE: a. In the event the matter is not resolved informally, a written grievance may be filed by the Union and/or the Employee with the Employee's department head and/or department head where grievance was originated within ten (10) working days following the discussion with the department head. The written grievance shall set forth all relevant facts and specify the section of this Agreement alleged to have been violated, and the relief requested.

b. Within ten (10) working days after receipt of the written grievance, the Employee's department head and/or department head where grievance was originated shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party and to the Local Union President or the involved Union Steward.

STEP TWO: a. Within ten (10) working days after receiving a reply, if the Employee or the Union still feels aggrieved, appeal by the Employee or the Union may be taken to the Township Supervisor or designee. The appeal must be in writing, signed by the Employee involved (unless involving more than one Grievant), and delivered to the office of the Township Supervisor within such period. A meeting between the Union, Representative and/or the Employee, and the Township Supervisor, the Township Clerk and the Township Treasurer or their designees, will be arranged to discuss the grievance within ten (10) working days from the date the grievance is received in the Township Supervisor's office. Within ten (10) working days after the date of the said meeting, the Supervisor shall communicate the decision of the Supervisor, Clerk and Treasurer, in writing, signed, by at least two (2) of the three (3), together with the

parties in writing. In the event that either party fails to answer or appeal within the time limits prescribed, the grievance will be considered decided in favor of the opposite party.

c. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.

d. In the course of investigation of any grievance, the Representative of the Union will report to the immediate supervisor of the building being visited and state the purpose of the visit, immediately upon arrival.

e. It shall be the continued practice of the Township to assure to every Employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her job status.

f. The Union, recognizing the importance of the Employee's occupation, expects its members to conduct themselves in all aspects of their employment in an ethical and proper manner; and will, upon receipt of notification from the Township of the name of any Employee who has abused any privilege granted in this Agreement, exert all reasonable efforts to rectify any abuse.

g. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

h. In the absence from work of any Township or Union official, he/she may select a designee to act for him/her in any STEP of the grievance procedure.

i. All grievances involving a discharge shall be processed starting at Step Two of the grievance procedure.

j. All claims for back salary under the grievance procedure shall be limited to the salary or compensation the Employee otherwise would have earned, and shall be reduced by the amount earned or received from any substitute gainful interim employment or unemployment compensation benefits during the period of back pay. The Employee shall be required to certify receipt of such amounts to the Employer in writing as a condition to receiving any back pay award.

Step Three: A one to three day suspension without pay shall be given to the employee, who shall have the right to have union representatives present at the disciplinary meeting and who shall receive a written notification of the suspension. A copy of the written notification shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.

Step Four: A three to five day suspension without pay shall be given to the employee, who shall have the right to have union representatives present at the disciplinary meeting and who shall receive a written notification of the suspension. A copy of the written notification shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.

Step Five: An employee shall be discharged or given a more extensive suspension without pay if the employee has previously been suspended in accordance with step four above. If the employee is given an additional suspension without pay and a written notification of the suspension, a copy shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal to the written notification.

Section 6. The employer shall not discharge or discipline any employee without just cause except that no prior discipline or warning need be imposed on any employee before such employee is discharged or disciplined if the misconduct is so aggravated as to require immediate discharge or the cause of discharge or discipline is gross negligence, being under the influence of drugs or intoxicating beverages while on duty, provided, however, the union reserves the right to argue the reasonableness. Discharge or discipline must be by proper written notice and any employee may request an investigation as to that employee's discharge or discipline, and should such investigation prove that the employee was without fault, such employee shall be reinstated and compensated for the period such employee has been out of work, however, if the employee is found to be with fault, the penalty shall stand unchanged. Appeal from discharge or discipline must be taken within ten (10) working days pursuant to Article 12, Step 2; by written grievance.

ARTICLE 15. TEMPORARY, SEASONAL AND PART-TIME EMPLOYEES

Section 1. The Employer may continue the use of temporary and part time employees, who are defined as persons not in the bargaining unit, temporarily assigned for the purpose of filling vacancies of permanent Employees who may be on vacation or otherwise absent from work, or to cover unforeseen emergencies requiring additional help, etc. Any such person shall not be employed by the Employer for more than twelve hundred (1,200) hours of work per calendar year, unless the temporary employee is replacing a vacancy created by an authorized extended leave of absence. The Employer shall have the sole discretion in respect to all matters pertaining to the temporary and part-time persons; provided, however, such persons shall not be offered regularly scheduled overtime unless and until all regular Employees, subject to this Agreement, who are qualified for the particular work involved in the overtime, have been offered the opportunity to perform such work. The Employer may also employ non-bargaining unit personnel to serve as precinct workers at Township elections. Temporary and part-time persons shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such persons shall not be subject to this Collective Bargaining Agreement in any respect except as otherwise specifically set forth herein.

Section 2. The Employer may continue the use of seasonal persons who are defined as persons required to assist in various municipal programs and projects whose tenure is for a specific period of time or season. Seasonal persons shall be terminated upon completion of the specific project or program. The Employer shall have the sole discretion in respect to all matters pertaining to seasonal persons; provided, however, such persons shall not be offered regularly scheduled overtime unless and until all regular Employees subject to this Agreement who are qualified for the particular work involved in the overtime, have been offered the opportunity to perform such work. Seasonal persons shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such persons shall not be subject to this Collective Bargaining Agreement in any respect except as otherwise set forth herein. Such employment shall not exceed nine (9) months from the date of employment to termination of employment. Periods in excess of nine (9) months shall constitute full-time employment and shall be regulated as such under the terms of this Agreement. Said nine (9) months shall be cumulative within a one (1) year period. A seasonal person cannot be rehired for at least one (1) year (twelve (12) months) from the end of the previous nine (9) months (cumulative) employment.

Section 3. The Recreation Department may rehire summer seasonal employees (April 1 through October 31) regardless of their previous seasonal employment within the Recreation Department.

ARTICLE 16. SENIORITY AND CLASSIFICATION LISTS

Section 1. Seniority shall be on the basis of two (2) separate, non-interchangeable seniority groups, as follows:

- Group I - All clerks, bookkeepers and secretaries.
- Group II - All other Employees in the bargaining unit.

Section 2. Seniority shall apply only for purposes of layoff and recall and wherever else specifically provided for in this Agreement.

Section 3. In all cases, however, the application of seniority is expressly subject to and conditional upon a senior Employee who is exercising bumping rights having the ability, without retraining, of being able to perform the available work in a satisfactory manner.

Section 4. The Employer shall maintain up-to-date seniority and classification lists, containing the names and job titles of all Employees in the bargaining unit entitled to seniority and copies of such lists shall be furnished to the Union upon execution of this Agreement. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

Section 5. There is attached hereto as Appendix A to this Agreement a list of job classifications and job descriptions for each of said classifications. Such descriptions are intended to describe the general level and nature of the primary work being performed by Employees assigned to each classification.

Section 6. Non-unit supervisory and management personnel may continue to perform in the manner carried on in the past, all duties which are required to meet emergencies or provide necessary services when bargaining unit employees are not available, or for the purpose of instructing employees.

Section 7. The Executive Secretary to the Township Supervisor, which position is no longer a part of the bargaining unit, because of the holder's status as a "confidential" employee, may continue to perform all of the duties regularly performed by the holder of that position while it was formerly held by a member of the bargaining unit.

ARTICLE 18. LAYOFF

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees within the affected seniority group will be first laid off; then, other Employees in the group by lowest to highest seniority. A qualified seniority Employee will have bumping rights within his/her seniority group first. If the laid off Employee is unable to exercise seniority in his/her own seniority group, he/she may then displace an Employee with lesser seniority in the other seniority group, if minimum qualifications are met and he/she can perform the work in the other seniority group in a satisfactory manner. Bumping must be requested in writing at least five (5) calendar days from the effective date of layoff. In no instance shall the Employer be obligated to promote an Employee instead of laying off said Employee.

Section 3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The President of the Local Union shall receive a list from the Township of the Employees being laid off on the same date the notices are issued to Employees.

Section 4. An Employee's seniority shall accrue during layoff but not to exceed double the Employee's seniority at the time of layoff, and in no extent shall more than a maximum of two (2) years seniority accrue while any Employee is laid off. During layoff no fringe benefits will accrue except longevity credit. If the Employee wishes to reimburse the pension fund for the contribution the Township would have made (except for the layoff) during the period of layoff, retirement benefits shall accrue for the layoff period.

Section 5. No regular full-time Employees shall be laid off while temporary, part-time or seasonal employees remain working in the same seniority group.

ARTICLE 20. TRANSFERS, JOB OPENINGS AND PROMOTIONS

Section 1. Permanent transfers (the reassignment of any Employees to any position within or without his/her Department not deemed a promotion and with no reduction in pay) may be made when required. Permanent transfers and promotions shall be made under the procedures set forth below.

Section 2. The Employer shall post any permanent job vacancies that are to be filled by transfer or promotion on the Township Employee bulletin board for a period of at least five (5) working days. Said notice is to be posted between the hours of 7:30 a.m. to 4:00 p.m. for Utility Workers and 8:00 a.m. to 4:30 p.m. for clerical workers with the five (5) working days to expire on the sixth (6th) working day at the hour posted. The Union Steward shall be furnished with a copy of the posted notice at the time of posting. The Employer shall conduct any required test in accordance with the following procedure: a representative of the Union shall be furnished by the Employer with copies of the procedure and test(s) utilized in the promotion and reclassification of employees and he/she may be present during the administration of the testing of said employees. In evaluating the applicants, the Employer shall determine the ability and qualifications of the applicant and select the person based upon the most qualified applicant; however, if ability and qualifications are determined equal by the Employer, the person with the greatest seniority shall be chosen. The Employer will notify the chosen Employee, in writing, no later than the end of the tenth (10th) working day from the day of posting. The Employee selected for a permanent transfer or promotion who meets the minimum requirements shall be granted a thirty (30) calendar day trial period to determine ability and skills to perform the work.

The Township reserves the right to retain the promoted employee in his/her current position until such time as the position has been filled and a training period has been allowed. The promoted Employee shall be assigned to his/her new position no later than 120 calendar days from the date he/she received his/her notice of the promotion; however, it is the intent of the Township to expedite this process.

Section 3. A promoted Employee shall have the right to return to his/her former job at any time during the first thirty (30) calendar days after assignment to the promotion. The Employer may also, within the first thirty (30) calendar days after a permanent transfer or promotion, return the Employee to his/her former position. In these cases, the Employer will state the reason for doing so to the Employee, with a copy to the Union. If the return is for the

ARTICLE 21. TEMPORARY ASSIGNMENTS

An Employee may be temporarily assigned for up to thirty (30) consecutive working days to fill a vacancy, without posting, to a job in his/her own Department that he/she can satisfactorily perform, or any job in his/her own classification in any Department in his/her seniority group. On temporary assignments, where an Employee is required to work in a higher classification within the bargaining unit, the Employee will be paid the rate of the Employee whose job is being filled for all hours worked in the higher classification after:

- a. An employee has accumulated one hundred twenty (120) completed hours of working or training in the higher classification; or
- b. Has worked three (3) consecutive full work days in the higher classification (in the latter event, retroactive to the beginning of the first day of such temporary assignment), provided the Employee is performing a majority of the duties and responsibilities of the higher classification.

On temporary assignments to lower-rated jobs, the Employee will suffer no diminution in pay. Tabulation of such time shall be kept by the department head.

Section 2. An Employee may be temporarily assigned for up to ninety (90) consecutive working days to fill a vacancy, without posting, to a job within the Township that he/she can satisfactorily perform. On temporary assignments, where an Employee is required to work in a higher position, the Employee will be paid the rate of the Employee whose job is being filled for all hours worked in the higher position. In the latter event, compensation will be retroactive to the beginning of the first day of such temporary assignment provided the Employee is performing the duties and responsibilities of the higher position.

In the event the assigned position is out of the "Bargaining Unit":

1. The Employee will maintain their seniority in the Bargaining Unit.
2. Upon completion of the temporary assignment, the Employee will return without loss of seniority to their position in the Bargaining Unit.
3. The Employee will be eligible to bid on all future vacant, posted positions within the Bargaining Unit with retained seniority.

ARTICLE 23. NON-PAID LEAVE OF ABSENCE

Section 1. The Employer may grant a non-paid leave of absence to an Employee with seniority, for a period not exceeding twelve (12) months, for any purpose, including disability after exhaustion of sick time accrued, (such as a non-job-related injury not covered by sick leave and annual leave benefits) which the Employer deems to constitute reasonable cause. An Employee with seniority who becomes pregnant shall be entitled (after exhaustion of sick time accrual) to a non-paid leave of absence for the duration of her disability resulting from such pregnancy. A non-paid leave of absence caused by disability or pregnancy will not be granted until the employee has exhausted all of his/her accrued sick time. In addition, any Employee who becomes a parent shall be entitled to a non-paid child care leave, but for a period not to exceed twelve (12) months thereafter. An extension of any non-paid leave may be granted by the Employer in its sole discretion, if the Employee is unable to return to work, but in no event shall the total time granted for leave exceed two (2) years. Upon return of an Employee from an approved non-paid leave, the Employee shall be re-employed at the original position and classification at the time of such leave of absence. It is agreed that no fringe benefits, or time counting toward fringe benefits and necessary in their calculation, shall accrue nor shall any accrued sick time or vacation time be payable, during a non-paid leave of absence; however, seniority shall not accrue. It is also agreed that when an Employee returns to work after an approved non-paid leave of absence, vacation and sick time benefits will be prorated according to a full year's service less the time of the approved leave.

Section 2. A non-paid disability leave will be deemed to commence when the Employee is no longer able safely to perform the normal responsibility of his/her job and will end when he/she is again fit to perform his/her normal duties as determined by his/her physician. The Township may require medical opinions confirming the existence of disability. In case of conflicting medical opinions, the Township physician and Employee's physician shall choose a third physician whose opinion will be final and conclusive as to the existence of a disability.

Section 3. All Employees on any extended non-paid leave of absence (other than leave caused by prolonged disability) lasting in excess of thirty (30) days must give the Township at least two (2) weeks written notice of intent to return to work prior to terminating the leave of absence.

Section 4. Federal and state laws, where applicable, shall only supersede those specific items in this article that are nonconforming.

SICK TIME

Section 1. Sick time accumulated prior to June 30, 1979 shall be called "frozen sick time" and shall at the option of the employee, be subject to pay-off, as stipulated below, or be used as described under 3 and 4. Payment to be made at fifty (50%) per cent of all frozen sick hours, at rate of pay in effect at December 31, 1989.

Section 2. Sick time accumulated between July 1, 1979 and December 31, 1989 shall be herein after referred to as "bank sick hours". After January 1, 1990 and prior to March 1, 1990, each employee shall have the right to sell all or any portion of "bank sick hours", to a maximum of 120 hours at rate of pay, in effect at December 31, 1989. However, the employee shall have the option to retain and use as described under 3 and 4. Upon termination, or death if such hours are not used, the employee, beneficiary, or estate, will receive 50% of all accumulated hours at the base rate of pay as of December 31, 1989, to a maximum of 120 hours.

Section 3. If an Employee becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days, then "bank sick hours", then frozen sick time, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the Employee applies for the disability plan benefits, the Employee shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated.

Section 4. Commencing January 1, 1990, each employee shall be credited with thirteen (13) sick days each year. Employees hired after January 1, of the fiscal year shall be immediately entitled to sick leave to be prorated at a rate of four (4) hours of sick leave for each two (2) week pay period remaining in said fiscal year. Unused sick days/hours at December 31, of each year shall not be accumulative. Unused sick days/hours at December 31 of each year shall be paid at the current rate of pay for 50% of unused hours to be paid the first pay of February.

Section 5. Sick time may be utilized by an Employee only in the event of the Employee's disability, illness, injury, pregnancy or exposure to contagious disease endangering others (and for which he/she is not eligible for Worker's Compensation benefits), or for illness or injury in his/her immediate family, which necessitates his/her absence from work. "Immediate family" in such cases shall include any relative for whose financial and/or physical care the Employee is responsible. Sick time also may be utilized by an Employee for appointments with a doctor, dentist or other recognized practitioner, to the extent of the time required to complete such appointments when it is not possible to arrange such appointments during non-duty hours.

ARTICLE 25. BEREAVEMENT LEAVE

An employee will receive three (3) days off with pay not chargeable to sick or vacation time accumulation, for attendance at the funeral of the employee's spouse, children, and step-children, parents, step-parents, grandparents, grandchildren, brothers, sisters, in-laws, Two (2) days off with pay not chargeable to sick or vacation time accumulation, for attendance at the funeral of the employee's uncles, aunts, nieces and nephews.

For immediate family members, the employee may take two (2) additional days off chargeable to sick or vacation leave.

The definition of immediate family members are all persons listed in paragraph one above, except uncles, aunts, nieces and nephews.

shall any Employee be paid for more than a total of two hundred forty (240) hours of regular and additional (bonus) vacation time at death or retirement or other termination of employment.

Section 3. Regular and bonus vacation time shall not be accumulated or credited in excess of a total of two hundred forty (240) hours. The Township shall give written notice to its Employees of their accrued regular and bonus vacation time credits with every pay check. Under extenuating circumstances, the Township Supervisor may, in his/her sole discretion, permit an accumulation of over 240 hours where the taking of a given vacation becomes impossible on a scheduled date.

Section 4. When an Employee who has completed at least thirteen (13) bi-weekly work periods is separated from the Township for any reason, or has completed a continuous period of six (6) months on layoff, he/she shall be paid at his/her current rate of pay his/her unused credited regular and bonus vacation time, but in no case in excess of two hundred forty (240) hours.

Section 5. Regular and bonus vacation time shall not be allowed in advance of being earned. If an Employee has insufficient vacation time credits to cover a period of absence, no allowance for vacation time shall be posted in advance or in anticipation of future vacation credits. In the absence of applicable vacation credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 6. An Employee may only utilize regular or bonus vacation time subject to the particular department manpower needs, in accordance with past practice. ;

Section 7. If a regular pay day falls during an employee's vacation of a week or more, he/she may receive that check in advance before going on vacation.

Any such early paycheck, cashable on date of issuance, requests shall be approved and submitted by the Department Head in writing, to the Accounting Department on the pay ending prior to beginning the vacation.

To be eligible for the vacation pay advance, all vacation hours must be accumulated prior to the vacation request.

Any adjustments to an employee's wages due to overtime, etc. will be made on the first pay period following the return to work.

ARTICLE 28. WORKING HOURS - STANDARD WORK WEEK

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

1. **Water & Sewer - Maintenance and Utility Employees.** The regular work week shall consist of forty (40) hours per week, consisting of five (5) eight (8) hour days, with thirty (30) minutes allowed for lunch not included in the eight (8) hour day. The normal work day will be from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch, which is unpaid.
2. **Inspectors, Secretarial and Clerical Employees -** The regular work week shall consist of forty (40) hours per week, consisting of five (5) eight (8) hour days. The normal work day will be from 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch of which one-half (1/2) hour is paid.

a. Any Employee in his/her classification who refuses or is otherwise unavailable to take a call for overtime will be charged on the overtime distribution sheet for the hours that were worked on that occasion. Overtime shall not be charged to employees when they are on vacation, military time off or any other approved absence.

b. Employees who are called in and report for overtime work will be paid a minimum of two (2) hours at the appropriate rate of pay for all hours actually worked (excluding travel time to or from the job), subject to Section 3 next following.

Section 3. The Employee assigned to attending and taking minutes at Township Zoning Board of Appeals, Planning Commission and Civil Service Commission, Condemnation Hearing, and Building Board of Appeals meetings held after regular business hours, shall receive a minimum of two (2) hours extra pay at the applicable rate of pay, for time spent on such assignments. Minutes taken at any of such meetings shall be transcribed during regular working hours, without any extra pay.

Section 4. Non-Weather Related Emergencies. In the event a township facility needs to be closed for emergency reason (other than weather) the employee may be excused from work assignments without loss of pay. All other township employees will not receive premium pay.

Section 5. Emergency Weather Conditions. In the event that two (2) of the three (3) full-time elected officials, Supervisor, Clerk and Treasurer, determine that the Township offices should be closed due to emergency weather conditions, the Employees covered by the terms of this Agreement shall not be required to report to work or may leave early from work (except such Employees as are required to perform essential functions of the Township) and the loss of time shall not be charged against the Employee's regular pay or leave days; provided, regular pay shall continue during the hours the Employee would otherwise have been required to work except for the emergency weather conditions. If, notwithstanding the closing of the Township offices, certain Employees are required to report to work, such Employees shall be compensated at the rate of two (2) times (double time) their regular hourly rate in lieu of the pay provided in the previous sentence for each hour worked during the period the offices are otherwise closed because of the emergency weather conditions.

Section 2. a. Any emergency work shall not be started until a safe number of workers are called in. Until that time, such emergency work areas will be blocked or barricaded so as to pose as little a threat as possible to the public. The number of workers needed shall be decided by the person on call at the time. The emergency call person, shall limit the number of additional employees called out on an emergency, to that as operated under past practice.

b. In the event Water and Sewer employees are required to work in excess of twelve (12) consecutive hours in emergency situations where normal breaks are not possible, reasonable arrangements will be made to give such personnel an opportunity for a hot meal and the consumption of coffee or other beverages during the period such duties must continue.

Section 3. All employees called out on emergencies Sunday through Thursday, and the job lasts more than four (4) hours, but less than six (6) hours, and past 2:00 A.M., the employee will be allowed the next four (4) hours of regular scheduled time off without loss of pay and benefits. Employees called on Sunday through Thursday and the job lasts more than six (6) hours, and past 4:00 A.M., employees will be allowed the entire day off, without loss of pay and benefits.

The above will not apply if a paid holiday precedes the emergency.

Further, if an additional emergency arises during the employee's off-time, the employee called in will work at straight time wages until 4:00 p.m.

The Union understands there will be a minimum of four (4) Utility/Maintenance employees on duty at all times during regular working hours.

without limitation, such a period caused by layoff, unpaid leave of absence, suspension, discharge or quit.

For periods of inactive employment lasting six (6) months or less, there is no interruption of "continuous service" for longevity calculations. Any family leave act time utilized is considered a period of inactive employment, as currently mandated by federal law.

Any period of inactive employment lasting in excess of six (6) months, "continuous service" is interrupted by the period of inactive employment only. The previous years of service are not lost or the calculation of longevity does not start over. The period of inactive employment is deducted from total years of service permanently for longevity purposes. Per contract, inactive employment is defined as layoff, unpaid leave of absence, suspension, discharge or quit.

ARTICLE 33. HOSPITALIZATION, DENTAL, MEDICAL AND OPTICAL COVERAGE

Section 1. Dental. The Employer agrees to pay the full premium for a Michigan Blue Cross Dental Plan (50/50) for Employees with a maximum policy participation of \$800.00 per person per year. In its sole discretion, the Township may in lieu thereof, provide at least equivalent coverage with another carrier. Employees have the option to apply for coverage under the Dental Care Network Plan, with a maximum policy participation of \$1,200 per person per year.

Section 2. Optical. The employer agrees to pay the full premium for the current optical program modified to annual examination and glasses for the one (1) year period from the date of this agreement. The maximum contribution by the township in subsequent years of their contract is the then current price plus ten (10%) per cent per year. The current optical program may be substituted, for equal or better benefits, by another carrier during the life of this contract at the option of the employer.

Section 3. Medical and Hospitalization. Each current full time member of the bargaining unit will be entitled to health insurance coverage as outlined by the following:

- a. The Blue Cross Preferred Provider Option
- b. Blue Cross Community Blue Provider Option
- c. The Health Maintenance Agreement will be as published by Blue Care Network (present option).
- d. Contributory Blue Cross/Blue Shield Traditional Program as currently existing from the contract dated November 30, 1989.

Section 4. The township shall contribute the health care premiums for the above plans as outlined by the following:

- a. For employees hired prior to January 1, 1993, the township shall pay 100% of the premiums for plans outlined in section 3 a, b and c. For item section 3 d, the following shall be the payment option:

The dollar difference between the PPO and the cost of the traditional BC/BS program as billed by Blue Cross to the township, This payment to be deducted from the employee's check twice a month.

- b. For employees hired after January 1, 1993, the Township shall establish a premium ceiling for all plans as described in Section 3 based on the following formula:

The cost of the HMO plus 50% of the dollar difference between the HMO and the Blue Cross Community Blue Provider Option. Any cost sharing by an employee shall be deducted from the employee's check twice a month.

- a. All members of the unit retiring after January 3, 1994 will receive upon retirement hospital medical benefits as follows:

<u>Program</u>	<u>Time in Service</u>	<u>Contribution</u>	
		EMPLOYEE - TOWNSHIP	
As indicated in Section 3, a, b, c and d	8 TO 10 years	75%	25%
	11 years thru 14 years	50%	50%
	15-years and above	0%	100%

The retiree may receive upon request the township's contribution as indicated above at the lowest single rate of the various programs indicated in the programs above. Once payment is selected as an option, the retiree may not again become a member of any program.

b. Retirees that move out of state for more than nine (9) months and establish permanent residency shall be covered with traditional Blue-Cross/Blue Shield of Michigan, paid in full by the Employer. Coverage will be equal to the traditional insurance supplied by the Township under Section 3, d, above at the time of permanent relocation.

c. Retirees who chose to reside in Michigan will have the option of traditional Blue-Cross-Blue-Shield as stated in Section 3, d above. The Retiree shall pay the premium difference between the traditional plan and the highest premium being paid by the Township among the plans indicated in Section 3 a, b, or c.

Section 9. The Township shall reimburse all current and future retirees (including spouse) for all Medicare premiums deducted by Social Security. All refunds shall be made in January and July of each year, and shall cover premium deductions for the previous six (6) month period. It shall be the responsibility of the retiree and spouse to submit to the Township, proof (notice from Social Security) of such premium deductions, prior to reimbursement being made.

Section 10. The Union is held harmless by the Employer for any action in law, that an Employee may raise under Section 6, of this Article. (Article 33)

Section 11. The Charter Township of Harrison, a Michigan government entity (the Employer) has approved of a Cafeteria Plan, a Medical Expense Reimbursement Plan and a Dependent Care Assistant Plan (all three plans are collectively referred to as the "Plans"), as set forth in the single document dated the 9th day of September, 1996, to become effective September 1, 1996.

ARTICLE 35. WORKERS' COMPENSATION

Each Employee covered by this Agreement is subject to the Michigan Workers' Compensation laws. In addition, when an Employee suffers an occupational disability compensable thereunder:

a. Such Employee shall receive his/her full compensation from the Employer for the first seven (7) working days after the disability arises. When the Employee becomes eligible for Workers' Compensation benefits, he/she shall assign or otherwise repay the Employer for this period of time.

b. The Employer shall pay the Employee the difference between his/her Workers' Compensation weekly benefits and his/her regular pay under Appendices B-1, B-2 or B-3, of this Agreement for the period of his/her disability not to exceed six (6) calendar months from the date of injury (or onset of the disability) and the days of his/her disability shall not be credited against his/her accumulated sick leave reserve for such maximum period. During this period, the Township will pay hospital, medical and life insurance premiums for the Employee, but no other benefits listed in the Agreement will accrue to the Employee except accrual of retirement time credit and seniority. At the expiration of such six (6) month period, if the Employee is still disabled, the Employer shall pay the required premiums for all insurance benefits for an additional period of his/her disability until he/she is determined to be totally disabled under the provisions of the Michigan Workers' Compensation law, but in no event exceeding two (2) years from the date of injury (or onset of the disability) and the Employee shall not be entitled to any other benefits under this Agreement during such period. On the expiration of two (2) years from the date of injury (or onset of the disability), all obligations of the Employer as to such Employee shall terminate and the Employee shall not be entitled to any further benefits under this Agreement; provided, that in the discretion of the Employer, any benefits under this Agreement may be extended for such additional periods as the Employer may determine.

Section 2. All work clothes as described in section 1 shall be provided by the township. All uniforms furnished by the Employer shall be of at least the quality of uniforms presently furnished. Bargaining unit Employees will take reasonable care of all clothing items furnished by the Employer and will return usable items upon leaving employment with the Township.

Section 3. New Employees will receive four (4) sets of uniforms, one (1) Carhart jacket, and one (1) pair of Carhart overalls upon being employed, when needed, and the balance upon completion of probation. If the new Employee shall fail to attain seniority, he/she shall reimburse the Township for the cost of the items received at hiring.

Section 4. The township shall order winter uniforms so that they are distributed no later than October 1, of each year. The uniforms shall be as manufactured by Carhart or equal. If, through no fault of the manufacturer or retailer, the uniforms are not ready for distribution on the above referenced date, the township will pay the equivalent cost of the uniforms to each employee. The employee shall purchase the prescribed clothing and submit it and the receipt to the department head or designee within ten (10) days. If the cost is less than the monies received the employee will refund the Township the difference between the price paid and the monies received.

Section 5. Clerical employees in Group I seniority will upon signature date of this contract, receive \$25.00 as a clothing allowance, and after January 1, 1994 on their anniversary date of hiring, receive a like amount. This allowance is not to be construed as part of the base wage or salary and not to be included for overtime, retirement or any other calculation purposes.

ARTICLE 38. RETIREMENT

The parties mutually recognize that all Employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with the Public Employee's Retirement Act #27 of the Michigan Public Acts of 1960, as amended by Act #73 of the Public Acts of 1961 and Act #103 of the Public Acts of 1965. The Township agrees to pay the cost of an annual retirement based on the following:

Section 1 The first twenty-five (25) years of service calculated at 2.5% of final average compensation of the thirty-six (36) highest months times years of credited service with the Township. Years of service in excess of twenty-five (25) shall be calculated at 1.0% of final average compensation for each year in excess of twenty-five (25) years of service. The Employees covered by this Agreement shall contribute five percent (5%) of their gross compensation per year to the retirement system by payroll deduction.

Section 2. Normal retirement age shall be (a) age 55 after completion of eight (8) years of credited service, or (b) completion of twenty-five (25) years service, whichever is earliest.

Section 3. a) The spouse of any member who dies from a nonservice connected cause, while in the employ of the Township after acquiring at least eight (8) years of credited service, shall receive a pension for life computed in the following manner. This pension will be predicated on the deceased employees time in service with the Charter Township of Harrison. In all other respects, the pension calculation shall be as if the employee had elected "Option A" and named his/her widow/widower as beneficiary and retired the day prior to his/her demise.

COMPLETED TIME IN SERVICE	% OF PENSION BENEFITS
8 years through 10 years	25%
11 years through 14 years	50%
15 years and over	100%

b. The spouse of any member who dies after acquiring at least eight (8) years of credited service of a duty connected cause shall receive a pension for life computed in the same manner in all respects as if said member had retired the day preceding the date of his/her death, and elected "Option A" and named his/her widow/widower as beneficiary (Refer to 12.341 of Retirement System Resolution)

Section 4. Upon retirement from employment with the Township, an Employee eligible for immediate retirement benefits under the Michigan Public Employee's Retirement Act, the retiree shall be entitled to the following benefits, for the employee's remaining lifetime, at the expense of the Township:

- a. Dental Insurance in accordance with Article 33, Section 1.
- b. Optical Insurance in accordance with Article 33, Section 2.

ARTICLE 39. MERIT PROMOTION UTILITY WORKERS

A Maintenance Worker shall be eligible for promotion to a Utility Worker classification upon the completion of the second year of seniority, possession of an S-4 Water Works System Operator Certificate and upon the recommendation of the department head.

ARTICLE 41. SEVERABILITY

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

ARTICLE 43. SUCCESSOR CLAUSE

This agreement shall be binding upon the Employer's successor, assignees, or transfers, whether such succession, assignment or transfer be effected voluntary or by the operation of law; and in the event the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

LETTER OF UNDERSTANDING

This Letter of Understanding between the representatives of AFSCME, Chapter of Local 1103 and the Charter Township of Harrison, entered into this 29th day of June, 2000, shall be made part of the Collective Bargaining Agreement (CBA) for January 1, 2000 through December 31, 2002 and attached thereto.

1. Within ninety (90) days of signing of this agreement, dated June 29, 2000, the Township agrees to review and present their findings to AFSCME regarding the wage proposals submitted by the Inspectors and Property Appraisers.
2. If the Township and AFSCME deem there is a disparity, the Township and AFSCME will enter into negotiations.

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN

CHAPTER LOCAL NO. 1103
MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

BY John C. Hart 6-29-00
John C. Hart, Supervisor

BY Diane L. Peterson 6/29/00
Diane L. Peterson, President

BY Charles S. Pierce 4/30/00
Charles S. Pierce, Clerk

BY Tracy A. Holcomb 6/29/00
Tracy A. Holcomb, Vice President

BY Patricia Switzer 6/29/2000
Patricia Switzer, Treasurer

BY Michele Baarck 6/29/00
Michele Baarck, Steward

BY Michael D. Shannahan 6/29/00
Michael D. Shannahan, Steward

BY Robert Updike 6-29-00
Robert Updike, AFSCME
Council Representative

APPENDIX A JOB DESCRIPTIONS

Clerk

Administrative Clerk

Account Bookkeeper

Departmental Secretary

Election Registration Specialist

Payroll/Personnel Coordinator

Senior Account Bookkeeper

Administrative Assistant

Property Appraiser I

Property Appraiser II

Assessing Aide

Maintenance Worker

Utility Worker

Code Enforcement Officer

Electrical Inspector

Building Inspector

Building Inspector II

Plumbing Inspector

Mechanical Inspector

Dual/Multi Licensed/Certified Inspector

Clerk

General Statement of Duties: A position involving routine typing and general office activities, use of a computer and other general office equipment.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Types correspondence and other related materials.
2. Answers telephone and responds to routine inquiries; forwards other inquiries to supervisor or other designated employee.
3. Waits on customers at counter as training and experience warrant.
4. Files correspondence, reports and records according to established procedures.
5. Operates general office equipment such as copy machine, fax machine, computer and printers.
6. Opens and distributes mail.
7. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Minimum Entrance Requirements:

High school diploma or equivalent. Knowledge of office practices and procedures and basic computer proficiency.

Account Bookkeeper

General Statement of Duties: Performs bookkeeping and complex clerical work including posting to and maintaining journals and ledgers, preparing and entering adjustments, processing payments and performing other record keeping. Prepares and compiles reports, records and correspondence.

Supervision Received: Work is performed under established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Prepares and/or processes billings such as weed control, project fees, water and sewer bills, cost recoveries, ambulance and others as required.
2. Posts payments and corrections to accounts due to cancellations, errors, incorrect estimated billings and the like, and prepares appropriate summary reports.
3. Processes and files purchase orders, weekly check runs and bi-monthly check runs for the Board of Trustees.
4. Maintains fixed asset records, prepares 1099's at year end, maintains basic security of office and equipment.
5. Performs duties of a cashier by operating and maintaining computerized register system, receiving all payments; clearing cash register and balancing cash drawers and preparing related reports for other departments.
6. Process all tax billing and delinquent tax billing including printing bills, processing payments and maintaining totals on a daily basis.
7. Performs a variety of water and sewer functions such as postings, receipting, invoicing, report generating, filing preparation of work orders, scheduling meter reading, communicating over two way radio.
8. Maintains and balances rolls.
9. Prepares cash reports and all bank deposits on a daily basis; maintains petty cash.
10. Posts revenues through manual or computerized methods from records and reports supplied by others; performs internal control operations to verify accuracy of certain records as prescribed; correct accounts as outlined in the State accounting Manual.

Department Secretary

General Statement of Duties: Performs complex secretarial and clerical duties and public contact.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Types a variety of correspondence with a high degree of accuracy, including dictated material and self-initiated correspondence for Departments Head's or Commission Chair's signature.
2. Interact with other departments and outside agencies relative to matters dealing with the tasks associated with the position. This can include, but not limited to typing forms, publishing notices in local publications, mailing out correspondence, etc.
3. Review and evaluate documents submitted by the public to the department. These may come in the form of blueprints, applications for appearance before the Planning or Zoning Board of Appeals, licenses, appeals, etc., to ensure they meet the necessary standards.
4. Schedules all meetings, inspections, travel and other business-related appointments for the Department Head or Commission Members and others in the office; maintain a file of important and recurring dates. Create new computer records and enters data into tax appraisals and tax administration systems. Schedules taxpayer appointments for board of review hearings.
5. Establishes and maintains accurate, complete filing systems for the department; conducts periodic file audits; maintains security and files correspondence as it accumulates.
6. Issues a variety of licenses and permits following prescribed eligibility guidelines.
7. Provides an internal control for the Township by posting fees paid for bonds, licenses, and permits and reconciling with other department's records on a monthly basis.
8. Communicates effectively with the public and other departments relative to assisting customers in the completion of forms, service requests, issuing permits, passes, and licenses, homestead affidavits, property transfer forms, split/combine applications, tax relief forms, board of review forms, resolves minor conflicts and complaints.

Election Registration Specialist

General Statement of Duties: Performs complex clerical duties. Work involves a considerable variety of clerical tasks, public contacts, coordination of all Township elections and related duties.

Supervision Received: Work is performed within established departmental guidelines, under the supervision of the Clerk or Deputy Clerk.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Schedule elections and meetings relating to the election process.
2. Register and maintain records of all voters in Harrison Township (correct addresses, name changes, deaths, etc.)
3. Communicate with the public, in person and/or by telephone in a friendly, helpful, and professional manner by providing information, helping citizens complete forms; resolving minor conflicts and complaints and referring citizens to others only when necessary to resolve serious problems or receive specific technical service.
4. Establish and maintain accurate, complete filing systems for the department; conduct periodic file audits to remove for storage infrequently used files, maintain security of the files; keep current in filing accumulated material.
5. Create and change a variety of records such as absentee voters, election workers, etc.
6. Verify accuracy or completeness of information by checking one source against another, such as voter registration forms against existing roll of registered voters. Make corrections according to specific directions or report discrepancies to others.
7. Operate a variety of office equipment such as typewriter, copy machines, adding machines, computers and perform minor adjustments.
8. Type and compose a variety of departmental correspondence and other documents such as election and voting materials.
9. Responsible for the centralized purchasing system and inventory of office supplies.
10. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Payroll/Personnel Coordinator

General Statement of Duties: Performs a variety of complex clerical and bookkeeping work involved in compiling and preparing payroll and coordination of benefits for employees and retirees.

Supervision Received: Work is performed within established departmental guidelines, under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Create, maintain and secure payroll and personnel files.
2. Create manual and/or computerized payroll records of each employee which includes hours worked (both regular and overtime), wages paid, deductions withheld and post to these records from data provided by others, including time sheets, leave slips, tax tables, withholding certificates, dues authorization forms and credit union authorization forms. Issue paychecks by processing time sheets or other reports.
3. Create manual and/or computerized personnel records for each employee which includes information necessary for implementing compensation and employee benefits such as scheduled salary increases, eligibility for longevity, annual, sick leave earned and taken, holiday pay, food, clothing, uniforms allowances, Cobra benefits, disability, etc.
4. Process monthly payments and benefits for all retirees.
5. Prepare manually or through computer operations a variety of personnel, budget and payroll reports such as actuarial information for Pension boards, estimated future benefits, salary costs, reports to local, state and federal agencies, workers compensation reports, annual W-2's, 1099R's and other appropriate reports of annual earnings.
6. Oversee employee benefits and monitor for compliance with Union contracts, State and Federal regulations.
7. Provide cost comparisons of wages and benefits as required by the Finance Officer.
8. Maintain documentation of Family Medical Leave Act benefits.
9. Submit all reportable on the job injuries and illnesses to appropriate insurance agencies and prepare and distribute for posting the annual MIOSHA summary of injuries and illnesses.
10. Communicate with employees by answering inquiries regarding payroll, benefit and personnel matters.

Senior Account Bookkeeper

General Statement of Duties: Performs complex accounting bookkeeping tasks in addition to those duties characteristic of the Account Bookkeeper. Responsible for the supervision of clerical employees in conformance with departmental operating procedures.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Supervision Exercised: Supervises the work of other clerical employees including the assignment and scheduling of work.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Performs senior duties, which include supervision and training of clerical personnel, planning work schedules, outlining assignments and methods, review and evaluation of work product. Assists with establishing, maintaining and managing functions within the general office.
2. May, upon request of the Department Head, participate in the interview process of clerical applicants.
3. Confers directly with and coordinates information gathering for independent auditors.
4. Schedules the work flow of various functions including billing, posting, adjusting, meter reading, payments and other reports to insure deadlines are met, that timely receipts of revenues are assured and that penalties for late payments of bills are avoided.
5. Communicates with the public in person or by telephone in a friendly, helpful and professional manner by providing information on both Township policy and procedures, resolves problems and disputes, initiates communication, oral and written, may serve as representative of the department.
6. Communicates with and respond to inquiries from other governmental agencies such as local, state and federal governments, courts, regulatory agencies and Selfridge ANG.
7. Completes the financial records and accounting procedures of the assigned personnel and suggests changes in the accounting systems and operational procedures where considered necessary.
8. Assists in daily cash management and investment of funds including monitoring of daily balances, settlements, purchases, sales, fund transfers and maintains daily ledgers and spreadsheets. Reconcile monthly bank statements.

Administrative Assistant

General Statement of Duties: Performs complex secretarial and clerical duties and public contact. Responsible for the supervision of clerical employees including scheduling, work assignments, and adherence to established operational procedures.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Supervision Exercised: Supervises the work of other clerical employees including the assignment and scheduling of work.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Performs senior duties, which include supervision and training of clerical personnel, planning work schedules, outlining assignments and methods, review and evaluation of work product. Assists in establishing, maintaining and managing functions within the general office.
2. May, upon request of the Department Head, participate in the interview process of clerical applicants.
3. Records all departmental employee's time worked on a daily basis. Facilitates licensing and certifications for departmental employees.
4. Operates and maintains a variety of office equipment such as calculators, copiers and fax machines, computer systems, assists programmers in developing software and provides training for others.
5. Schedules hearings, serves as recording secretary, processes departmental bills, purchase requisitions and purchase orders together with other related duties.
6. Types a variety of correspondence with a high degree of accuracy, including dictated material and self-initiated correspondence for Department Head's signature.
7. Interact with other departments and outside agencies, type and send forms in a timely fashion.
8. Evaluates a variety of documents, submitted by the public such as blueprints, applications for licenses, appeals, etc., to see if they meet prescribed standards.

Property Appraiser I

General Statement of Duties: Performs on site inspections/appraisals on all building permits issued. Computes uniform appraisals according to the Michigan State Tax Commissions Assessors Manual. Complies with all state laws and statutes as amended.

Supervision Received: Works is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Conducts surveys throughout the township to examine residential properties for the purpose of ad valorem taxation.
2. Examine plot plans, building permits, blue prints to determine the type of building to be constructed. Follows the stages of construction until tax day to determine state of completion and value as of that date.
3. Measure structures, records and computes pertinent data on standardized appraisal forms and field sheets to include building and land drawings, etc.
4. Assist in surveying commercial/industrial establishments for the purpose of personal property valuation.
5. Assists in the preparation of the assessment roll. Also assists in all phases of preparation of the Board of Review.
6. Assists in preparation of the Michigan Tax Tribunal appeals.
7. Interacts with the public daily, explains assessment information to taxpayers, bankers, and realtors.
8. Ability to use PC word processing software to produce routine written reports, forms, charts, tables. Data processing in both assessment administration and tax appraisal systems.
9. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Minimum Entrance Requirements:

High school diploma or equivalent. One year experience in assessing department, appraisal company or related field. Strong math skills are essential to perform this job. State Assessors Board Level I Certification.

Property Appraiser II

General Statement of Duties: Performs on-site inspections/appraisals on all building permits issued. Computes uniform appraisals according to Michigan State Tax Commissions Assessors Manual. Complies with all state laws and statutes as amended.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, of the work assignments for the position.

1. Conducts on-site inspections and appraisals of residential and small commercial/industrial properties to establish value for ad valorem taxation. Locates new and existing structures; sketches site and structures, computes distances, area square footage, interprets information to compile it into a working document.
2. Researches records, assessment rolls, maps etc, to insure accuracy of it; interprets and draws legal descriptions.
3. Measures structures, records and computes pertinent data on standardized appraisal forms and field sheets to include building and land drawings, etc. Enter data into computer.
4. Assists with sales ratio study concerning sales price, physical details of the property, and terms of sale.
5. Frequently develops information from maps, plats, line drawing, aerial maps, and other support material to make judgements on matters not well defined in regular valuation procedures.
6. Assist in surveying township wide, all commercial and industrial establishments for the purpose of personal property valuation.
7. Assists in the preparation of the assessment roll and all phases of preparation of the Board of Review.
8. Interacts with the public daily, explains assessment information to taxpayers, realtors, appraisers, etc
9. Ability to use PC word processing software to produce routine written reports, forms, tables, etc. Data processing in both assessment administration and tax appraisal systems
10. Assists in the preparation of Michigan Tax Tribunal appeals.

Assessing Aide

General Statement of Duties: Performs detailed inspection and study of market data to determine assessments of residential, commercial and industrial properties, as well as personal property for commercial/industrial properties. Work is subject to review by Assessor. Must possess 2nd level state assessing certification.

Supervision Received: Works is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Perform on-site inspections of residential, commercial industrial properties to confirm property descriptions and determine improvements if any.
2. Read, write and draw property description.
3. Determine assessments of property using applicable statistical methods including cost and market approach, capitalization rates and land residual technique.
4. Determine businesses located in the township as of December 31 of each year and compute the returned commercial/industrial personal property statements or give a fair estimate of value if business fails to return statements.
5. Assist the general public, appraisers, realtors, banks, etc. with assessment information.
6. Apply knowledge of General Property Tax Laws, rules of the State Tax Commission, and equalization formulas to conduct work.
7. Examine income tax statements and cost records for certification of personal property records.
8. Operate computer systems which have been established to carry out the assessing functions by signing systems on and off; assisting programmers in developing software; providing training for others.
9. Present a neat and professional appearance to the public and communicate in a pleasant, helpful and professional manner.

Maintenance Worker

General Statement of Duties: Under an on-the-job training program with close supervision, performs a variety of unskilled manual tasks involving construction, maintenance, and repair of the Township water, sewer and storm sewer systems. Performs related work as required.

Supervision Received: Work is performed within established departmental guidelines under the supervision of Department Head, Foreman or an employee of higher grade who assigns work and checks for proper performance of duties.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Repairs water and sewer system failures by digging, lifting, chipping, operating equipment, backfilling, pouring cement, site restoration after finishing repair.
2. Install and maintain water services, and other appurtenances such as valves, hydrants, pumps etc.
3. Install, repair, test, and read water meters.
4. Operate machinery such as backhoes, trucks, sewer cleaners and a variety of power hand tools. Plow snow and harvest seaweed.
5. Lift and move a variety of objects including furniture, sandbags, snow, pipes and equipment.
6. Perform landscaping duties as required. Set up parks for summer and close them for winter.
7. Participate in emergency standby.
8. Operate, maintain and repair lift stations.
9. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Minimum Entrance Requirements:

- Must possess a Class A Commercial Drivers License within probationary period.
- Mechanical aptitude.
- Ability to understand and follow written and oral instructions.
- Ability to perform heavy physical labor in all types of weather and under adverse conditions for extended periods of time.

Utility Worker

General Statement of Duties: Employees in this classification perform a variety of semi-skilled operations involving physical exertion, operation of machinery, equipment maintenance and repair, and quality control.

Supervision Received: Work is performed within established departmental guidelines under the supervision of Department Head, Foreman or an employee of higher grade who assigns work and checks for proper performance of duties.

Supervision Exercised: May act as lead man in a small work crew.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Maintains and repairs water and sewer mains and related appurtenances.
2. Installs new water service lines; inspects new construction; may on occasion confer with contractors relative to installations and inspections of service lines, mains etc.
3. Install, repair, test, and read water meters.
4. Operate machinery such as backhoes, trucks, sewer cleaners and a variety of power hand tools. Plow snow and harvest seaweed.
5. Lift and move a variety of objects including furniture, sandbags, snow, pipes and equipment.
6. Perform landscaping duties as required. Set up parks for summer and close them for winter.
7. Participate in emergency stand by.
8. Investigate complaints and recommend remedial action.
9. Review plans and specifications for new construction; provide as built dimensions.
10. Enter confined spaces as required in accordance with applicable MIOSHA standards.
11. Physically operate, maintain, and repair pump stations.

Code Enforcement Officer

General Statement of Duties: Responsible for the enforcement and compliance of Township codes and ordinances.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or Designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Performs inspections and evaluates conditions; investigates violations of property maintenance, blight, litter, rubbish, debris and unlicensed or abandoned vehicles on private property.
2. Responds to and investigates citizen complaints and takes appropriate action for resolution.
3. Enforces related Township ordinances as applicable and directed.
4. Identify rodent harborage and notify Macomb County Health Department for remedial action.
5. Verify property location and ownership through an appropriate search of public records and documents.
6. Conduct follow-up inspections to insure compliance with codes and ordinances.
7. Consult with township Attorney for the purpose of legal interpretation of ordinances, swearing out warrants and setting trial dates; as required; Testify in court and maintain detailed records for court appearances.
8. Maintain records of all contacts and action taken on each inspection.
9. Performs related office work essential to the completion of the inspection.
10. Obtain title work and property identification records for condemnations. Prepare and type code list.
11. Responsible for weed cutting orders and invoicing of all vacant parcels.

Electrical Inspector

General Statement of Duties: Performs physical inspections of all electrical installations, repairs and additions as well as electrical equipment to determine whether it meets established electrical codes and takes steps necessary to bring violations to within standards.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Conducts physical inspections of all electrical installations in new construction, all repairs and additions in existing construction, fire-damaged buildings and electrical equipment when required by Fire Department.
2. Determines compliance with established electrical codes and record findings on prescribed forms; communicates finding to owner, office personnel and supervisor.
3. Advises contractors and homeowners how to make corrections so that installations will comply with codes.
4. Attends regular meetings of various electrical organizations to remain abreast of changes in codes, licensing methods, procedures, etc.
5. Serves as a member of the Township Electrical Board.
6. Assist other employees in the Building and Ordinance Department as necessary.
7. Reviews and alters when necessary, plans and specification for new and existing construction.
8. Answers telephone and walk-in inquiries on codes, ordinances, zoning requirements and complaints.
9. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Building Inspector

General Statement of Duties: Performs physical inspections of all new construction from foundation to final completion of projects for compliance with Township Codes and Ordinances; Investigates complaints of building ordinance violations on existing buildings and takes steps to bring violations within standards.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Conducts physical inspections of buildings at various stages of construction to determine if building and safety codes are being met; Report all results .
2. Communicates with builders and homeowners in a friendly, cooperative and professional manner to explain code requirements, answer questions and obtain compliance with zoning requirements.
3. Makes annual inspections as required by adopted State Building Code and local ordinances.
4. Answers telephone and walk-in inquires on codes, ordinances, zoning requirements and complaints.
5. Review and alter when necessary, plans and specifications for new and existing construction.
6. Assist other employees in the Building and Ordinance Department as necessary.
7. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Minimum Entrance Requirements:

High school diploma or equivalent.

Necessary Special Qualification:

- Must secure and maintain an Inspector's Registration Certificate from the Michigan Department of Labor
- Possession of a valid Michigan Drivers License

Mechanical Inspector

General Statement of Duties: Performs physical inspections of all mechanical installations, repairs and additions as well as mechanical equipment to determine whether it meets established codes and takes steps necessary to bring violations to within standards.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Conducts physical inspections of all mechanical installations in new construction, all repairs and additions in existing construction, fire-damaged buildings and mechanical equipment when required by Fire Department.
2. Determines compliance with established mechanical codes and records findings on prescribed forms; communicates finding to owner, office personnel and supervisor.
3. Advises contractors and homeowners how to make corrections so that installations will comply with codes.
4. Attends regular meetings of various mechanical organizations to remain abreast of changes in codes, licensing methods, procedures, etc.
5. Makes underground, rough and final mechanical inspections.
6. Assist other employees in the Building and Ordinance Department as necessary.
7. Reviews and alters when necessary, plans and specification for new and existing construction.
8. Answers telephone and walk-in inquiries on codes, ordinances, zoning requirements and complaints.
9. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Plumbing Inspector

General Statement of Duties: Performs physical inspections of plumbing and water and sewer to determine whether they meet State Plumbing Code requirements, all ordinances, Board of Health and Fire Department requirements. Takes steps to bring violation within standards.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. Performs a variety of on-site inspections including buildings prior to sewer connections to determine adequate traps and vents have been installed; to assure no cross connections to municipal water system; abandoned septic tanks; fire sprinkling and lawn sprinkling systems; and home inspections when requested and fee paid.
2. Make underground, rough and final plumbing inspections, including sump pump discharge and water and sewer lines.
3. Enforces backflow prevention ordinance (#117) and submit copies of inspections to DEQ.
4. Issue plumbing permits, register journeyman and master licenses, and issue violations and follow court proceedings when necessary.
5. Investigate complaints regarding plumbing from citizens and cooperate as necessary with the County Health Department on problems or potential health hazards.
6. Assist Water and Sewer Department in monitoring commercial/industrial waste discharge for chemical damage to sewer systems.
7. Review and alter, when necessary, plans and specifications for new and existing construction.
8. Answer telephone and walk-in inquiries on codes, ordinances, zoning requirements and complaints.
9. Assist other employees in the Building and Ordinance Department as necessary.
10. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the classification have performed in the past, or (b) which are required to meet emergencies, or (c) which are required to provide necessary services when other employees are absent or not available, or (d) which involve the use of new equipment, procedures or techniques in the performance of such duties.

Dual/Multi Licensed /Certified Inspector

General Statement of Duties: Performs physical inspections of all new construction from foundation to final completion of projects for compliance with Township codes and ordinances. Investigates complaints or violations and takes steps to bring violations within standards; Performs applicable job duties as designated in the job descriptions of the Building Inspector, Building Inspector II, Electrical Inspector, Mechanical Inspector and Plumbing Inspector.

Supervision Received: Work is performed within established departmental guidelines under the supervision of the Department Head or designee.

Examples of Duties: The following are typical examples, but not limited to, types of work assignments for the position.

1. This Position incorporates the applicable job duties in their entirety under the following classifications and/or State Certifications:

Building Inspector
Building Inspector II
Electrical Inspector
Mechanical Inspector
Plumbing Inspector
Plan Reviewer

Minimum Entrance Requirements:

High school diploma or equivalent.

Necessary Special Qualification:

- Must secure and maintain dual/multi licenses and Inspector's Registration Certificates from the Michigan Department of Labor (i.e. Building/Electrical Inspector; Plumbing/Mechanical Inspector; etc.)
- Possession of a valid Michigan Drivers License

APPENDIX B - WAGES

2000 through 2002

B-1: January 1, 2000 through December 31, 2000

B-2: January 1, 2001 through December 31, 2001

B-3: January 1, 2002 through December 31, 2002

APPENDIX B-1
EFFECTIVE JANUARY 1, 2000

	START	ONE	TWO	THREE
	YEAR	YEAR	YEAR	YEAR
MAINTENANCE WORKER				
ANNUAL SALARY	30,901.97	33,219.62	33,219.62	33,219.62
HOURLY RATE	14.86	15.97	15.97	15.97
UTILITY WORKER				
ANNUAL SALARY			34,694.49	35,560.68
HOURLY RATE			16.68	17.10
UTILITY WORKER-CERTIFIED: S-4				
ANNUAL SALARY			35,214.49	36,080.68
HOURLY RATE			16.93	17.35
UTILITY WORKER-CERTIFIED: S-3				
ANNUAL SALARY			35,734.49	36,600.68
HOURLY RATE			17.18	17.60
UTILITY WORKER-CERTIFIED: S-2				
ANNUAL SALARY			36,254.49	37,120.68
HOURLY RATE			17.43	17.85
UTILITY WORKER-CERTIFIED: S-1				
ANNUAL SALARY			36,774.49	37,640.68
HOURLY RATE			17.68	18.10
CODE ENFORCEMENT OFFICER				
ANNUAL SALARY	32,821.64	35,256.33	36,380.04	37,456.93
HOURLY RATE	15.78	16.95	17.49	18.01
ELECTRICAL INSPECTOR				
BUILDING INSPECTOR				
BUILDING INSPECTOR II				
PLUMBING INSPECTOR				
MECHANICAL INSPECTOR				
ANNUAL SALARY	34,296.51	36,871.67	38,065.61	39,212.73
HOURLY RATE	16.49	17.73	18.30	18.85
DUAL/MULTI LICENSED/CERTIFIED INSPECTOR				
ANNUAL SALARY	38,235.78	40,810.95	42,004.89	43,152.00
HOURLY RATE	18.38	19.62	20.19	20.75

APPENDIX B-2
EFFECTIVE JANUARY 1, 2001

	ONE YEAR	TWO YEAR	THREE YEAR
MAINTENANCE WORKER			
ANNUAL SALARY	31,829.03	34,216.21	34,216.21
HOURLY RATE	15.30	16.45	16.45
UTILITY WORKER			
ANNUAL SALARY		35,735.32	36,627.50
HOURLY RATE		17.18	17.61
UTILITY WORKER-CERTIFIED: S-4			
ANNUAL SALARY		36,255.32	37,147.50
HOURLY RATE		17.43	17.86
UTILITY WORKER-CERTIFIED: S-3			
ANNUAL SALARY		36,775.32	37,667.50
HOURLY RATE		17.68	18.11
UTILITY WORKER-CERTIFIED: S-2			
ANNUAL SALARY		37,295.32	38,187.50
HOURLY RATE		17.93	18.36
UTILITY WORKER-CERTIFIED: S-1			
ANNUAL SALARY		37,815.32	38,707.50
HOURLY RATE		18.18	18.61
CODE ENFORCEMENT OFFICER			
ANNUAL SALARY	33,806.29	36,314.02	37,471.44
HOURLY RATE	16.25	17.46	18.02
ELECTRICAL INSPECTOR			
BUILDING INSPECTOR			
BUILDING INSPECTOR II			
PLUMBING INSPECTOR			
MECHANICAL INSPECTOR			
ANNUAL SALARY	35,325.40	37,977.82	39,207.58
HOURLY RATE	16.98	18.26	18.85
DUAL/MULTI LICENSED/CERTIFIED INSPECTOR			
ANNUAL SALARY	39,382.86	42,035.28	43,265.04
HOURLY RATE	18.93	20.21	20.80

**APPENDIX B-3
EFFECTIVE JANUARY 1, 2002**

	FOUR	FIVE	SIX	THREE
	YEARS	YEARS	YEARS	YEARS
MAINTENANCE WORKER				
ANNUAL SALARY	32,783.90	35,242.70	35,242.70	35,242.70
HOURLY RATE	15.76	16.94	16.94	16.94
UTILITY WORKER				
ANNUAL SALARY			36,807.38	37,726.32
HOURLY RATE			17.70	18.14
UTILITY WORKER-CERTIFIED: S-4				
ANNUAL SALARY			37,327.38	38,246.32
HOURLY RATE			17.95	18.39
UTILITY WORKER-CERTIFIED: S-3				
ANNUAL SALARY			37,847.38	38,766.32
HOURLY RATE			18.20	18.64
UTILITY WORKER-CERTIFIED: S-2				
ANNUAL SALARY			38,367.38	39,286.32
HOURLY RATE			18.45	18.89
UTILITY WORKER-CERTIFIED: S-1				
ANNUAL SALARY			38,887.38	39,806.32
HOURLY RATE			18.70	19.14
CODE ENFORCEMENT OFFICER				
ANNUAL SALARY	34,820.48	37,403.44	38,595.59	39,738.06
HOURLY RATE	16.74	17.98	18.56	19.10
ELECTRICAL INSPECTOR				
BUILDING INSPECTOR				
BUILDING INSPECTOR II				
PLUMBING INSPECTOR				
MECHANICAL INSPECTOR				
ANNUAL SALARY	36,385.16	39,117.16	40,383.80	41,600.78
HOURLY RATE	17.49	18.81	19.42	20.00
DUAL/MULTI LICENSED/CERTIFIED INSPECTOR				
ANNUAL SALARY	40,564.34	43,296.34	44,562.99	45,779.96
HOURLY RATE	19.50	20.82	21.42	22.01