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LABOR AGREEMENT

between

CHARTER TOWNSHIP OF INDEPENDENCE  
Oakland County, Michigan

-and-

CHARTER TOWNSHIP OF INDEPENDENCE EMPLOYEES,  
CHAPTER B OF LOCAL 2720, affiliated and chartered by  
MICHIGAN COUNCIL NO. 25 of the AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

\* \* \* \* \*

*Independence Township*

**CHARTER TOWNSHIP OF INDEPENDENCE**

**Oakland County, Michigan**

\* \* \* \* \*

**LABOR AGREEMENT**

THIS AGREEMENT IS MADE THIS 16 day of DECEMBER, 1998,  
between the Charter Township of Independence (hereinafter referred to as the  
Township), and the Charter Township of Independence Employees, Chapter B of Local  
2720, affiliated and chartered by Michigan Council No. 25 of the American Federation  
of State, County and Municipal Employees (hereinafter referred to as the Union).

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**ARTICLE ONE**  
**PURPOSE AND INTENT**

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

The parties recognize that the interest of the community depends upon the Township and employees' success in establishing a proper service to the community. To these ends, the Township, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between representatives at all levels and among all employees.

2. The headings used in this Agreement and the exhibits neither add to, nor subtract from, the meaning, but are for reference only.

**ARTICLE TWO**  
**MANAGEMENT RIGHTS**

1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Township Board, except those which are clearly and expressly relinquished herein by the Township Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration, not by way of limitation, the rights:

- a. To the executive management and administrative control of the Township and its properties, facilities, equipment and the activities of its employees

- during employee working hours;
- b. To hire all employees and to determine their qualifications;
  - c. To determine the services, supplies and equipment necessary to continue its operation and to determine all methods and schedules and standards of operation; the means, methods and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein;
  - d. To adopt reasonable rules and regulations, determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Township Board or any of its management shall not abridge any rights from employees as specifically provided for in this Agreement.
  - e. To determine the policy affecting the selection of training of employees providing that said selection shall be based upon lawful criteria.
2. The above are not to be interpreted as abridging nor conflicting with any specific provisions of this Agreement.
  3. The matters contained in this Agreement and/or the exercise of any such rights of the Township Board are not subject to further negotiations between the parties during the term of this Agreement.
  4. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Township Board or its members thereof under the laws or Constitution of the State of Michigan.
  5. The listing of specific management rights in this Agreement is not intended to be,



or shall it be restrictive of, or waiver of, any rights of management not listed and specifically surrendered herein.

**ARTICLE THREE**  
**RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Township hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all full-time employees of the Township in classifications included in the bargaining unit in Schedule A, which is attached hereto and made a part hereof.

**ARTICLE FOUR**  
**UNION SECURITY**

All full-time employees who are members of the Union at the signing of this Agreement, and all new full-time employees who voluntarily become members of the Union, shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Full-time employees covered by this Agreement, who are not members of the Union at the time it becomes effective, and all new full-time employees, or full-time employees transferred or rehired, shall be required, as a condition of employment, either to become members of the Union on or before the 90th day following date of hire or pay a service charge equal to the monthly dues of the Union.

**ARTICLE FIVE**  
**AID TO OTHER UNIONS**

The Township and its administrative staff will not aid or promote any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

**ARTICLE SIX**  
**DUES DEDUCTION AND AGENCY CLAUSE**

1. The Township shall deduct the required Union dues or service charge from the pay of each employee from whom it receives a signed authorization to do so from each paycheck and remit them to the Financial Officer of the Local Union not later than the tenth day of the following month. The Township shall furnish to the Union Financial Officer a list of employees for whom the Union has submitted signed authorizations for deductions of dues or a service charge and shall notify the Union Financial Officer of any additions or deletions.
2. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Township shall have no responsibility for the collection of initiation fees, membership dues or service charge, special assessments, or any other deductions not in accordance with this provision.
3. Limit of Township's Liability: The Township shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

#### **ARTICLE SEVEN TERMINATION OF CHECK-OFF**

1. An employee shall cease to be subject to check-off dues or service charge beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit, or has been laid-off. The Union will be notified by the Township of the names of such employees following the end of the month in which the termination or layoff took place.
2. Any employee may voluntarily cancel or revoke the authorization for check-off deduction upon thirty (30) days' written notice to the Township and the Union. In the event any employee voluntarily cancels authorization for check-off deduction pursuant to this paragraph during the life of this Agreement, the Township shall not be thereafter required to reinstate such check-off during the term of this Agreement.

#### **ARTICLE EIGHT REPRESENTATION**

1. Employees shall be represented by a Chief Steward and an Assistant Steward. The Chief Steward or Assistant Steward, during their working hours, may investigate and present grievances to the Township Supervisor upon having advised the immediate supervisor or his designee of same. The immediate

- supervisor or his designee shall grant permission and provide sufficient time as soon as possible to the Stewards to leave their work for these purposes.
2. The privilege of a Steward to leave his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a special conference.
  3. The Union will keep the Township advised as to the identity of the Chief Steward and Assistant Steward.

**ARTICLE NINE**  
**NO STRIKE PROVISION**

1. During the term of this Agreement, the Union shall not authorize, cause, or engage in, or sanction any strike, or picketing of the Township or refusal to perform the duties of employment by any employee. No employee shall cause or participate in any strike, picketing of the Township, or refusal to perform the duties of his or her employment.
2. In the event of any violation of this Article, the Union shall forthwith declare, in writing, delivered to the Township within forty-eight (48) hours, that such action is not authorized by the Union and the Union will demand that the employees cease such action.
3. Any employee participating in a strike or work stoppage will be subject to disciplinary action up through and including discharge. Such discipline may be grieved either under provisions of the Public Employees Relations Act (PERA) or the grievance procedure of this Agreement, but not both.

**ARTICLE TEN**  
**SENIORITY - LOSS OF SENIORITY**

1. Seniority shall not be affected by religion, race, sex, age, handicap, marital status, or dependents of the employee. Seniority shall be defined for purposes of this Agreement to mean length of an employee's full-time service with the Township. The provisions of Article Seventeen also apply with respect to Seniority.
2. The Township shall maintain an up-to-date seniority list at all times showing names, classifications, and dates of hire which shall, upon request, be made available to the Union Chapter Chairperson.
3. An employee shall lose his/her seniority for the following reasons only:
  - a. he/she quits or retires;
  - b. he/she is discharged and the discharge is not reversed through the grievance procedure;
  - c. he/she is absent for three (3) consecutive working days without notifying his/her immediate supervisor. In cases where notification is reasonably impossible, exceptions shall be made by the Township Supervisor where the employee demonstrates the impossibility. After such absence the Township Supervisor will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure at Step 2.

- d. if he/she does not return to work when recalled from layoff within seven (7) days of the date designated to return to work;
  - e. if he/she is laid off for a period of time equal to the employee's length of service or twenty-four (24) months, whichever occurs first;
  - f. if he/she engages in full-time employment while on an approved leave of absence.
4. For purposes of calculation of benefits, seniority shall not accumulate during periods of layoff.

**ARTICLE ELEVEN**  
**UNION BULLETIN BOARDS**

Bulletin boards and other established written media of the Union shall be confined to designated places in the respective buildings not to exceed two (2) throughout the Township. The Township shall provide bulletin boards. The Union shall maintain said bulletin boards in an orderly fashion. No obnoxious nor inflammatory material shall be displayed on these bulletin boards. Use of bulletin boards by the Union shall be limited to notice of Union activities or business.

**ARTICLE TWELVE**  
**SAFETY COMMITTEE**

A safety committee of employees and the Township's representatives is hereby established. This committee will include the Chapter Chairperson and an additional designated representative of the Union, and shall meet as necessary.

**ARTICLE THIRTEEN**  
**HEALTH EXAMINATIONS**

The Township may require an employee to submit to a physical examination by a licensed physician at the Township's expense to determine the employee's qualifications to continue employment in his/her job assignment. An employee will be provided by the Township with a list of at least two (2) licensed physicians from which the employee may make a selection.

If there is disagreement between a Township physician and an employee's physician concerning an employee's qualifications to continue employment in his/her job assignment, the employee will be referred to St. Joseph Medical Center for evaluation by a physician who specializes in the employee's particular condition. This specialist shall then determine the employee's qualifications to continue employment in his/her job assignment.

**ARTICLE FOURTEEN**  
**SUPERVISORY DUTIES**

1. Supervisory employees may do work normally performed by members of the bargaining unit in the following situations:
  - a. Instruction and training of employees; or
  - b. When difficulties are encountered in a job assignment and a bargaining unit employee is present; or
  - c. When employees are absent because of illness, vacation, or leaves of absence, leaving unmanned job assignments that must be completed and where no other bargaining unit employee is available and the expected

length of such absence does not justify the Township to recall an employee from layoff or to hire a new employee; or

- d. In emergency situations.
2. With the exception of the situations noted above, it is understood that the supervisory employees will not do full-time work normally performed by the bargaining unit if employees who are qualified to do the work are on layoff.

#### **ARTICLE FIFTEEN PAY ADVANCES**

If a regular pay day falls during the employee's vacation and he/she wants advanced pay, he/she must make the written request at least two (2) weeks prior to the time of vacation.

#### **ARTICLE SIXTEEN VETERANS**

1. The reinstatement of seniority employees: Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay unless the circumstances have so changed as to make it impossible to or totally unreasonable to do so. In this event, he/she shall be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of such discharge. The employee shall accrue seniority credit only for time served in the Armed Forces for his/her first tour of duty or for the period of time he/she is drafted and remains involuntarily.



2. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it will have seniority equal to the time he/she spent in the Armed Forces (as noted in Section 1 above) plus ninety (90) days. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.
3. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township for a maximum of two (2) weeks per year when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. In case of an emergency that requires an employee's services beyond two (2) weeks, the employee shall be granted a leave of absence without loss of seniority, but without compensating pay.

**ARTICLE SEVENTEEN**  
**SEASONAL, PART-TIME, PROBATIONARY AND SENIORITY EMPLOYEES**

1. There shall be four (4) classifications of employees, to wit: Seasonal, part-time, probationary, and seniority.
  - a. Seasonal employees are defined as employees hired for specific seasonal types of work such as in the Parks and Recreation Department. A seasonal employee shall not work more than (6) months in any one calendar year.
  - b. Part-time employees are defined as employees regularly working less than full-time, nor more than 110 hours per calendar month Township-

wide. A part-time employee subsequently hired as a regular employee may have the probationary period waived.

- c. Probationary employees are new employees hired in the unit for full-time positions.
- d. Seniority employees are full-time employees of the Township who are hired to fill regularly established positions and have completed their probationary period.

2. Probationary Employees

- a. New full-time employees hired in the unit for regular positions shall be considered probationary employees for the first ninety (90) calendar days of their employment. The probationary period shall be extended one (1) day for each scheduled working day the employee is absent during the probationary period. The ninety (90) calendar days probationary period shall be accumulated within not more than twelve (12) consecutive months. When an employee completes the probationary period by accumulating ninety (90) calendar days within not more than twelve (12) consecutive months, he/she shall be entered on the seniority list of the unit and shall rank for seniority ninety (90) calendar days back from the date said employee completed the probationary period hereunder, except as provided in paragraph 3(c).
- b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article

One of this Agreement, except discharge and discipline of said employees, except where such discharge or discipline is for Union activities.

- c. At any time prior to the completion of the probationary period, the employee may be discharged without cause.
- d. Probationary employees shall receive holiday pay during their probationary period, and shall accumulate, but not be entitled to, other benefits until completion of the probationary period, except for benefits that must be applied for in a shorter time, such as hospitalization, life and disability insurance.

3. Part-time and Seasonal Employees:

- a. Employees under part-time or seasonal status shall not be eligible for Union membership.
- b. Part-time employees may be used to perform any job function within the Township provided such person does not work more than 110 hours Township-wide in any given month. The Township will not use two or more part-time employees to perform the same work at the same location consecutively in any Department so as to avoid hiring a full time person.
- c. Seasonal employees hired by the Township may remain under seasonal status for up to six (6) months. If a given position is occupied by a seasonal employee for more than six consecutive months, then said position will be declared a regular position and shall be posted and filled pursuant to the procedure set forth in Article 18. Layoff procedures will

not be used to maintain an employee on seasonal status. Seasonal employees becoming seniority with no interruptions of service will receive seniority credit for all time worked under seasonal status, except that no retroactive benefits will be paid. A seasonal employee becoming a seniority employee will be required to complete the probationary period unless waived by the Township Supervisor with notice given to the Union.

- d. Seasonal and part-time employees shall receive no fringe benefits.
- e. Part-time employees will not be used to perform work in any department which falls within a classification currently recognized within this contract for which overtime would otherwise be paid to any full time employee unless all eligible employees within the department have first been offered such overtime.
- f. The Township Clerk's office shall forward a report to the Chapter Chair by the 15th of each month which lists each full time, part-time, and seasonal employee by name, date, first employed, department and total hours worked for the pay periods that ended in the previous calendar month.

**ARTICLE EIGHTEEN**  
**PROMOTIONS, VACANCIES AND NEW POSITIONS**

1. Promotions are defined as an improvement of an employee's job classification to an existing higher paying classification.
2. Job vacancies will be posted for a period of seven (7) calendar days on the Union bulletin board. The senior qualified employee applying for the vacancy shall be granted a two-week trial period with an additional four (4) weeks trial

period at the option of the Department Director to determine:

- a. The employee's desire to remain on the job.
- b. The employee's ability to perform the job.

In the event the senior applicant is denied the vacancy, reasons for denial shall be given in writing by the Department Director to such employee.

3. During the trial period, the employee shall have the opportunity to revert back to his former classification upon 48 hours written notice. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. During such trial period the employee shall be paid the rate of pay for the classifications they are performing.
4. Notwithstanding anything in this Article Eighteen to the contrary, reclassification which may be a promotion can be made within a department without posting or following the provisions set forth in this Article Eighteen.

#### **ARTICLE NINETEEN WORKING HOURS**

1. The regular full day for all employees shall consist of eight (8) hours per day excluding lunch period. However, the Township shall not reduce the number of hours worked by more than one hour per day without agreement with the Union.
2. The regular work week for all full-time employees will consist of five (5) consecutive days. The specific days shall be determined by the Township Supervisor for each employee. Any change in the regular work week for an employee shall be preceded by two (2) weeks' written advance notice.
3. Coffee Break: Employees may take a coffee break not to exceed fifteen (15)

minutes in the morning and fifteen (15) minutes in the afternoon or on the first half and second half of the shift, whichever may apply.

4. Call-in Pay: Employees called from home to work after normal working hours for overtime duty shall be paid at least three hours straight time pay if they work two hours or less. If said employee called in pursuant to this paragraph works more than two hours, he shall be paid pursuant to the overtime provisions of this Agreement.
5. Starting Times: The starting time for the first shift for any given employee shall be at the discretion of the Township Supervisor and may vary from 6 a.m. to 10 a.m.
6. Shift Premium: Second shift employees, employees whose shift begins at 4:00 p.m. or after, or a majority of hours occur after 4 p.m. shall receive a premium of ten (10) cents per hour and third shift employees, employees whose shift begins at 11:00 p.m. or a majority of hours occur after 11 p.m. shall receive fifteen (15) cents per hour as shift premium pay.
7. Lunch Period: A one-hour lunch period shall be taken by the employee between the third and fifth hours of work. Exceptions may be made by agreement between the employee's immediate Supervisor and the employee with notice to the Union.

#### **ARTICLE TWENTY OVERTIME PREMIUM**

1. Employees will be paid time and one-half for all hours worked in excess of eight (8) hours per day, and all time worked on Saturdays, except for those employees

- whose regularly scheduled work week includes Saturdays.
2. Double time will be paid for work on all designated holidays (in addition to holiday pay) and for all hours worked on Sundays, except for those employees whose regularly scheduled work week includes Sundays.
  3. Employees whose regularly scheduled work week includes Saturday or Sunday shall be paid time and one-half for all hours worked on their first scheduled day off and double time for all hours worked on their second scheduled day off.
  4. After working a regular eight (8) hour shift, if an employee works at least eight (8) hours immediately preceding his/her next regular shift before being sent home, he/she shall be paid at the overtime rate for such eight (8) hours regardless of whether he/she works his/her regular shift that day or not. However, an employee who works his/her regular shift that day shall be paid at his/her regular straight time rate.

#### **ARTICLE TWENTY-ONE EQUALIZATION OF OVERTIME**

Overtime hours shall be divided as equally as possible among the qualified bargaining unit employees in the same department. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked.

#### **ARTICLE TWENTY-TWO STAND-BY**

1. All qualified members of the Water and Sewer Department shall be eligible to participate in the standby provisions of this Section. Scheduling of standby will be done in advance, for 6 month periods, throughout the

term of this Agreement.

2. Employees not willing to participate in the standby program may opt out by advising the Township in writing prior to the Department Director's scheduling of the upcoming six-month period, provided that at least three members are participating. Employees opting out shall be charged the average number of overtime hours worked as call-in that they would otherwise have worked for purposes of equalization. If the Township is required to select a third employee for the rotation, any employee who has served in the prior rotation will be exempt unless no other employee can be selected. The lowest seniority employee without a reason for opting out acceptable to the Department Director will be required to serve.

These provisions regarding maintaining a minimum of three employees in the rotation will not be enforced for the first 12 months of the system based upon the representation of the Union that the Union guarantees that not less than three employees will voluntarily participate in the rotation during that year.

3. All employees selected pursuant to Paragraph 1 above, who have not elected to opt out pursuant to Paragraph 2 above, will be scheduled for 7-day continuous periods where they will be on standby, pursuant to the terms of this provision, on a rotating basis with all other qualified members of the Water and Sewer Department. The schedule shall be determined solely at the discretion of the Department Director, but will be divided equally among all participating members.



4. Standby periods will be seven (7) full days, beginning 5:00 p.m. Monday afternoon and ending the following Monday at 5:00 p.m.
5. All employees participating in the standby rotation will be paid a sum of One Hundred Seventy-Five Dollars (\$175.00) per week of standby pay in addition to the call-in pay provided, pursuant to Article 19, Paragraph 4, of this Agreement.
6. All employees participating in the standby rotation shall carry a pager and be provided, during their period of standby, use of the Township truck which shall contain a portable phone. These items shall be used for Township business only.
7. If an employee, who is scheduled to work standby, is unable to perform those duties for reasons beyond his control, the employee shall notify the Department Director or the Assistant Department Director immediately. In such event, a replacement employee will be assigned standby. Such replacement employee shall receive \$25 for each day, or part thereof so serving which will be deducted from the scheduled employee's standby pay.
8. The Township shall have the right, at its sole discretion, to eliminate these standby provisions by giving thirty (30) days' written notice to the Union of its intention to do so. The Township's decision to eliminate the standby program will result in the elimination of this provision, will not be subject to further discussion during the term of this agreement, and will not be a subject of the parties' grievance procedure. If at least three employees

cannot be found to serve the rotation, the Department Director may terminate this program on 24 hours notice.

**ARTICLE TWENTY-THREE**  
**SUBCONTRACTING**

1. It is understood and agreed that the Township has the right to subcontract work presently being done by the bargaining unit, with the further understanding that active bargaining unit employees will not be laid off in a reduction in force or have hours reduced as a result of subcontracting.
2. This Article will not be used to replace bargaining unit employees that terminate for any reason.
3. The Union will be given notice, only, of subcontracting to be done by the Township.

**ARTICLE TWENTY-FOUR**  
**GRIEVANCE PROCEDURE**

1. Definition:
  - a. A "grievance" is a written (except for Step 1) claim stated in clear and concise language that there has been a violation, misinterpretation, or misapplication of a provision of this contract. Any grievance submitted to the Township shall be numbered by year and grievance number, e.g., 95-001, and state;
    1. who is affected,
    2. what happened,
    3. when it happened,

4. where it happened,
  5. what specific section(s) and article(s) of the agreement have been violated,
  6. what remedy is sought.
- b. It is the intent of the parties to this Agreement that the grievance procedures set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within five (5) working days of the employee's or Union's knowledge of its occurrence. The Township will answer, in writing, any grievance presented to it, in writing, by the Union.
- c. The "grievance procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Township is without power to act. No Board prerogative shall be made the subject of a grievance. An "aggrieved employee" is the person or persons making claim. A grievance may be filed by an aggrieved employee or by the Union whenever the grievance applies to more than one employee with a common complaint.
2. Procedure:
- a. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The

time limit specified may, however, be extended by mutual written agreement.

- b. Failure to file a grievance in writing as specified in Step 2 below, or to forward it pursuant to the steps of the procedure, shall mean the grievance is waived.
- c. Failure by the Township at any level of the procedure to communicate the decision on a grievance within the specified time limit shall be deemed a denial and permit the Union to proceed to the next step of the procedure.
- d. Any grievance not appealed by the Union within the time limit shall be deemed settled on the basis of the Township's last answer.
- e. Step 1:  
An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) days from the time of the incident over which the employee is aggrieved or he/she has reasonable ability to have knowledge of the incident. A Union representative shall be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally; however, the employee will assure that the immediate supervisor has knowledge that the topic under discussion is, in fact, a grievance.
- f. Step 2:  
In the event a grievance is not resolved by Step 1, informal conference, the grievant shall reduce the grievance to writing on forms provided by the Union specifying the information contained in Section 1(a) of this Article.

The written grievance shall be presented to the immediate supervisor within five (5) working days from Step 1, informal conference. The immediate supervisor shall give a written answer to the employee within five (5) working days thereafter.

g. Step 3:

In the event that the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance in Step 2, the employee shall refer such grievance in writing to the Township Supervisor within ten (10) days of the answer or the date the answer was due pursuant to Step 2, or such other person as the Township Supervisor may designate. Within five (5) working days after the Township Supervisor receives the grievance, he and/or his designee shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to resolve the grievance. The response shall be in written form submitted on or before ten (10) working days from the meeting.

h. Step 4: Appeal Board

1. If the representatives of the Township and the Union representatives do not dispose of the matter under Step 3 and the Union believes that the matter should be carried further, the Union shall, within ten (10) working days of the Township's answer under Step 3, refer the matter to the Appeal Board by serving the

Township Supervisor with notice that the Township's answer at Step 3 is unsatisfactory. .

2. If the Union refers the matter to the Appeal Board, the Township shall prepare a record which shall consist of the original written grievance and the written answer thereto provided at Steps 2 and 3. Such record shall be given to each Appeal Board member when such person is appointed.

3. Membership of Appeal Board

The Appeal Board shall consist of two (2) representatives of the Township and two (2) representatives of the Union who have not previously been involved in processing the subject grievance. Such representatives shall be appointed by the respective parties within ten (10) calendar days of the date the Union's request for Step 4 was received by the Township Supervisor. The names, telephone numbers and addresses of the appointed members shall be exchanged.

4. Procedure

- a. The Appeal Board shall set a hearing date not later than forty-five (45) days of the date the Union's request for Step 4 was received by the Township Supervisor. Disposition is to be made by the Appeal Board within two (2) weeks after the hearing before the Appeal Board.
- b. At least seven (7) calendar days before the Appeal Board

hearing date, each side shall serve copies of all documents, to be presented to the Appeal Board, to the opposite party and each Appeal Board member, together with a list of proposed witnesses. At the same time, each side shall serve a written summary of their position. Failure to serve such documents shall bar that side from presenting any omitted documentation to the Appeal Board, but this bar shall not apply to arbitration.

- c. At the hearing, the Union shall present its case first, absent the Township. Then the Township shall present its case, absent the Union. The Appeal Board may recall either side prior to concluding testimony on the day of hearing. After testimony is concluded, the Appeal Board shall meet privately to consider its decision at such time or times as is convenient to the Appeal Board. Disposition is to be made by the Appeal Board within two (2) weeks after the date of the above referenced hearing.

5. Powers, Limitations and Duties of the Appeal Board

- a. The Board shall only consider the testimony and documents presented at the hearing, except for such items as are considered to be common knowledge of all people.
- b. The Board shall not add to or subtract from the applicable labor agreement.
- c. After the hearing date, the Board shall not discuss the matter

with either side prior to rendering a decision.

- d. The decision of the Appeal Board shall be registered by the signature of each Board member, followed by the member's vote on the grievance, i.e., granted or denied.
- e. Majority decisions of the Appeal Board are binding on all parties.
- f. Failure of the Appeal Board to reach a majority decision shall render the Township's answer at Step 3 as controlling, absent further appeal by the Union.
- g. Failure of the Appeal Board to meet or render its disposition within the time limits shall allow either party to proceed to the next step.

i. Step 5: Arbitration

- 1. If the grievance remains unresolved at the conclusion of Step 4, it ~~may be submitted for binding arbitration at the request of the Union provided written notice of the intent for submission to arbitration is delivered to the Township Supervisor within twenty (20) working days of the date of the Appeal Board decision. Within ten (10) working days after the date of the written intent for arbitration, the Township Supervisor, or his designated representative, and the Union shall make every reasonable effort to agree upon a mutual acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the party~~



seeking arbitration shall file a Demand for Arbitration with the American Arbitration Association.

2. The arbitrator shall then be selected and the case heard according to the rules of the American Arbitration Association.
3. The arbitrator shall hear the grievance, if within his/her power, and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration.
4. Powers of the Arbitrator:
  - a. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. He/she shall have no power to:
    1. add to, subtract from, disregard, alter or modify any of the terms of the Agreement;
    2. establish salary scales or change any salary;
    3. rule on the termination of the services of or failure to re-employ any probationary employee;
    4. to change any practice, policy, or rule of the Township Board or to substitute his/her judgment for that of the Township Board as to the reasonableness of any

such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Township has violated the express Articles or Sections of this Agreement by such action.

- b. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - c. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding upon the Union, its members, the employee or the employees involved and the Township.
  - d. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
5. Claims for back pay: The Township shall not be required to pay back wages for more than five (5) days prior to the date the written grievance is filed except in the case of a pay shortage of which the employee could not have been aware of before receiving his/her pay. Any adjustments shall be retroactive to the beginning of the pay

period covered by such pay if the employee files a grievance within five (5) days after receipt of pay.

- a. All claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned.
  - b. No decision in any one case shall require a retroactive wage adjustment in any other case unless such other case was mutually agreed to be a representative case.
6. The arbitrator cannot grant relief extending beyond the termination date of the contract alleged to have been violated.
  7. The arbitrator may not make an award which in effect grants the Union that which it was unable to secure during collective bargaining negotiations.

#### **ARTICLE TWENTY-FIVE SPECIAL CONFERENCE**

1. Special conference for important matters pertaining to the interpretation or application of the current contract provisions will be arranged at a mutually agreed time within fifteen (15) working days of request between the Chapter Chairman and Township Supervisor or either one's designees upon the request of either party. Such meetings shall be between two (2) representatives of the Township and two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those

included in the agenda. This meeting may be attended by a representative of the Council or a representative of the International Union and by a consultant or attorney representing the Township. A summary of the Special Conference, as well as any decisions, shall be reduced to writing by the Township within fifteen (15) working days after the conference. If the Union agrees or disagrees, it shall respond within fifteen (15) working days from the date of receipt of the summary. In the event no agreement is reached, either party may, within ten (10) working days from the date of the Union's response or the date the Union's response was due hereunder, institute proceedings at the Appeals Board level of the grievance procedure, only if, however, the subject matter of the special conference is a grievance as defined in the Grievance Procedure.

2. Informal discussions of any matter at the request of the Chapter Chairman or the Township Supervisor or either one's designees will be arranged at a mutually agreeable time within fifteen (15) working days of the request based upon the understanding that the other provisions of this article shall not apply.

#### **ARTICLE TWENTY-SIX** **DISCHARGE AND DISCIPLINE**

1. No employees, except probationary employees, shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible. Nothing in the Section however, shall prevent the Township from appropriately disciplining an employee should circumstances warrant.
2. Notice of Discharge or Discipline: The Township agrees promptly upon the

- discharge or discipline of a seniority employee to notify in writing the Steward who represents the employee discharged or disciplined. The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his/her employment behavior short of discharge.
3. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward and the Township Supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Township. Upon request, the Township Supervisor or his/her designated representative will discuss the discharge or discipline with the employee and the Steward.
  4. Appeal of Discharge or Discipline: Should the discharged or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Steward to the Township Supervisor within five (5) working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step 3. Failure to present the complaint in writing, within five (5) working days, shall be construed as acceptance by the employee of the Township's action.
  5. Use of Past Record: In imposing any discipline on an employee, the employer will not take into account any prior discipline that occurred more than two (2) years previous nor impose discipline on an employee for errors or mistakes on his/her employment application after four (4) years from his date of hire, except for bonding requirements.

**ARTICLE TWENTY-SEVEN**  
**SUPER-SENIORITY/STEWARDS AND OFFICERS**

1. Stewards: Notwithstanding their position on the seniority list, the Chief Steward and Assistant Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in the Township which they can perform and shall be recalled to work in the event of layoff on the first open job in the Township which they can perform.
2. Chapter Officers: Notwithstanding their positions on the seniority list, the Chairman and Vice-Chairman of the Local Union shall, in the event of a layoff, continue to work provided they can perform any of the work available.

**ARTICLE TWENTY-EIGHT**  
**LAYOFF DEFINED**

1. The word "layoff" means a reduction in the working force.
2. In the event of a layoff, the following procedure will be mandatory:
  - a. Part-time employees will be laid off in the affected departments.
  - b. Probationary employees will be laid off in the affected Departments by **classifications.**
  - c. **Seniority employees will be laid off according to classification seniority in the department in which he/she works. An employee who is given notice of layoff will displace the least senior employee in the same classification Township-wide if the employee can perform the job assignment of that employee. Once having exhausted his/her classification seniority, an employee will be reduced on the basis of his/her Township-wide seniority by**

displacing the least senior employee in the next lower or equal paying classification if the employee being reduced can perform the job assignment of that employee. If the employee cannot perform said job assignment, then he/she will displace the least senior lower paid employee in the bargaining unit if the employee can perform the job assignment of that employee.

- d. No benefits shall be paid hereunder to any employee on layoff, except that an employee on layoff may, at the employee's cost by paying the premiums in advance to the Township, participate in the Township's hospitalization and life insurance programs for one year.
3. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union secretary shall receive a list from the Township Supervisor of the employees being laid off on the same date the notices are issued to the employees.
4. It is understood that employees exercising seniority in a layoff situation cannot do so to upgrade their position. They shall be paid the hourly rate of pay for the classification in which they work as a result of exercising their seniority.
5. Employees who exercise their seniority in a reduction in force shall be transferred back to the classification from which they were laid off when their seniority in that classification permits.

#### **ARTICLE TWENTY-NINE RECALL**

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

according to seniority and qualification, as defined in the Layoff Article. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail at least ten (10) calendar days before the date designated to return to work. If an employee fails to report for work within five (5) working days after the date designated to return to work, he/she shall be considered a voluntary quit. Extension may be granted by the Township Supervisor in proper cases.

### **ARTICLE THIRTY TRANSFERS**

If an employee is transferred to a non-bargaining unit position and is thereafter back to a position within the bargaining unit, he/she shall not have accumulated seniority while working in the non-bargaining unit position for purposes of layoff and recall only.

### **ARTICLE THIRTY-ONE TEMPORARY TRANSFERS**

1. When an employee is assigned work in a higher paying classification covered by this Agreement for more than one and one-half (1½) but less than six (6) hours, he/she shall receive the rate of the higher paying classification for the hours worked, and if the employee works at such higher paying classification for six (6) hours or more in any work day, he/she shall receive the higher rate of pay for all hours worked that day.
2. Any employee working in a lower paying classification as a result of a temporary transfer shall receive the rate of pay for his/her regular classification. Such temporary transfer shall not be considered a reduction in force. Temporary



transfers shall be made first in the department and then Township-wide.

3. No temporary transfer position shall exceed a continuous period of six (6) calendar months unless the Township Supervisor and Union agree in writing to extend the period beyond six (6) months.

## **ARTICLE THIRTY-TWO LEAVES**

### 1. Sick Leaves:

- a. Employees covered by this Agreement shall accrue one (1) sick day for each month of service. A month of service shall constitute fifteen (15) days actually worked in any calendar month. Vacation leave, paid holidays and paid sick days shall be considered days worked. The sick day earned shall be added to the employee's sick bank on the last day of the month.
- b. Unused sick leave over thirty (30) days' accumulation determined as of December 31 of each year shall be paid at fifty percent (50%) of the employee's base hourly rate on the first regular pay day after March 1 of each year.
- c. Unused sick days will be paid upon termination according to the following schedule:
  1. One hundred percent (100%) of base hourly rate to those employees who terminate with at least ten (10) year seniority with the Township.
  2. Fifty percent (50%) of the base hourly rate to those employees who terminate with less than ten (10) years seniority with the Township.
  3. No payoff of unused sick leave will be made to those employees who

are discharged by the Township for cause.

4. In all cases, termination will occur only when the employee loses seniority.
  - d. The Department Director may request reasonable verification of illness when an employee is off work for three (3) or more consecutive days or has a pattern of excessive sick leave usage.
2. Personal Leave: Seniority employees shall be entitled to five (5) personal days per contract year, non-accumulative, which may be taken at any time with prior notice to the employee's supervisor, to be deducted from sick leave or vacation at employee's option, which shall be elected at the time the request for the personal leave day is made.
  3. Maternity Leave/Child Care:
    - a. Employee shall notify the Department Director of expected delivery date upon learning of pregnancy.
    - b. Employee shall be eligible for disability benefits as provided by the disability policy in effect pursuant to the Disability Article hereof for the period of pregnancy disability.
    - c. Employees (male and female) may request an unpaid child care leave of absence subsequent to delivery for a period not to exceed one (1) year provided a request for such leave is made by the employee in writing to the Department Director at least thirty (30) days prior to the expected delivery date. The child care leave shall commence upon the date the employee's doctor authorizes return to work following delivery (or in the case of a male

employee/father on the post-delivery date requested by said employee), but in no event later than six (6) weeks after delivery date.

- d. The employee shall notify the Department Director in writing at least thirty (30) days prior to the expiration of the maternity or child care leave of intent to return and the failure to provide such notice or return to work as scheduled shall result in a loss of seniority.
  - e. During the period of maternity or child care leave the employee shall accumulate seniority for purposes of job placement only.
4. Leaves of Absence: Unpaid leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority, but without benefits, for good cause to those employed by the Township for three (3) years or more. The Township Supervisor may grant one (1) additional year upon written request by the employee.
- a. An employee desiring any leave shall apply for same in writing to the Township Supervisor. Such application will be submitted at least sixty (60) calendar days prior to the requested starting date of the leave of absence.
  - b. The Township Supervisor shall notify the employee, in writing, within thirty (30) days after receiving the request of its acceptance or rejection.
  - c. During the period of leave of absence, the employee shall accumulate seniority for purposes of job placement only.
  - d. No leave will be granted for purposes of an employee taking employment with another employer, whether or not such other employer is in the public or the private sector.

- e. The employee shall notify the Supervisor in writing at least thirty (30) days prior to the expiration of the leave of intent to return and the failure to provide such notice or return to work as scheduled shall result in loss of seniority.
5. Jury Duty: The Township shall grant an employee an unpaid leave of absence for service on jury duty and shall pay to the employee the difference between the amount paid for jury duty and his regular amount of net pay.
6. Union Business:
- a. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Township shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever is shorter, and upon their return shall be re-employed at work with accumulated seniority.
  - b. The employee shall notify the Township Supervisor in writing at least thirty (30) days prior to the expiration of leave of intent to return and the failure to provide such notice or return to work as scheduled shall result in loss of seniority.
7. Union Conference: Members of the Union elected to attend a function of the International Union such as conferences shall be allowed time off without loss of pay, not to exceed one-half day per month and not to exceed twelve (12) days in three (3) years and not more than one employee at a given time.
8. Funeral Leave: An employee may be allowed up to three (3) working days as funeral leave days, not to be deducted from other sick leave days, for a death in

the immediate family, for attending to funeral arrangements and attending the funeral. Immediate family is to be defined as follows: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchildren, grandparents, grandparents-in-law and grandchildren. Employees will also be allowed to take time off work to attend the funeral of a friend or non-immediate family member, with such time to be deducted from either available personal leave or vacation time as designated by the employee.

9. Return from Leave: Upon return from leave, the employee will be reinstated to his assigned classification subject to seniority.

### ARTICLE THIRTY-THREE LONGEVITY

1. a. Longevity will be paid to all employees hired prior to August 1, 1986, according to the following schedule:

After 5 years continuous service	\$ 400.00
After 8 years continuous service	\$ 800.00
After 11 years continuous service	\$1,200.00
After 14 years continuous service	\$1,600.00
After 17 years continuous service	\$2,000.00
  - b. Effective January 1, 1999, all employees hired after August 1, 1986 will be paid longevity in the amount of \$1200.00 per year after 11 years of continuous service.
2. The above longevity pay will be paid only once a year on the first pay day in December, based on the years of continuous service as of December 31 of the previous calendar year. Longevity payment shall be made by separate check.

3. In order to qualify as a year of continuous service, the employee must earn the equivalent of 950 paid, straight-time hours in the calendar year and must have been employed by the Township for 12 months. In no event will this provision allow an employee to obtain more continuous service than actual calendar months elapsing from the employees date of hire. Paid vacation, holiday and sick days are to be included in the calculation of hours worked. Failure to earn 950 hours during the previous calendar year disqualifies an employee from receiving any longevity pay.
4. To be eligible for a higher level, the employee must have five (5), eight (8), eleven (11), fourteen (14), seventeen (17) years, as the case may be, as of December 31 of the previous calendar year.

**ARTICLE THIRTY-FOUR**  
**HEALTH AND LIFE INSURANCE**

1. Subject to the provisions of this Article, the Township will provide and pay for health insurance for regular full-time employees and their families. The insurance coverage provided by the Township under this Article shall be the Blue Cross/Blue Shield Preferred Provider Option which Blue Cross/Blue Shield has designated as MVF-1, Master Medical Supplemental Certificate - Catastrophic Coverage Plan Option 1 (hereinafter referred to as Preferred Provider), including a one hundred fifty dollar (\$150) annual deductible for an individual plan, a three hundred dollar (\$300.00) annual deductible for a two person and family plan and a five dollar (\$5.00) deductible drug prescription rider. Prescriptions are to be

filled by generic drugs unless the physician directs that a prescription is to be "Dispensed As Written."

2. Sponsored dependents, family continuation, or any similar extra premium charges incurred by the Township shall be borne by the employee.
3. Any employee who elects for him/herself and his/her family not to be covered by the health insurance program set forth herein for the insurance year as defined by the Township shall receive for that year a sum of \$900.00 to be paid by October 1, which represents payment for no coverage from the preceding August 15 to the following August 15. Effective October 1, 1999, the payment for no coverage will be increased to \$1,000.00. An employee electing not to be covered by said health insurance shall not be eligible for coverage for him/herself or his/her family for the insurance year in which the employee has elected no coverage with the following exceptions:
  - a. If the spouse of an employee, under whose plan the employee is covered, loses coverage.
  - b. If the employee loses coverage for circumstances out of the employee's control from a source other than the Township.

Enrollment for insurance is during the month of July. An employee may only enter the Township plan during the month of July unless one of the above exceptions apply, in which case the employee may enter the Township plan at any time. Further, in the event of termination or re-entry into the program, the employee shall reimburse the Township \$75.00 per month for each unearned month.

4. Employees who are currently enrolled in the Traditional Blue Cross/Blue Shield Program shall have the option of maintaining it. If the premium cost for the Traditional program coverage exceeds the premium cost for Preferred coverage, employees electing to maintain the Traditional program shall pay one hundred percent (100%) of the additional cost.

Employees having Traditional Program coverage who elect to change to Preferred coverage shall then be required to continue with the Preferred Provider Option and shall not thereafter be permitted to re-elect and convert back to the Traditional Blue Cross/Blue Shield Program.

Employees (including probationary employees) participating in the Township's Blue Cross/Blue Shield Preferred Provider Option as of the ratification date of this contract shall continue with their participation in the Preferred Provider Option and shall not thereafter be permitted to elect to change their health care coverage to the Blue Cross/Blue Shield Traditional Health Care Program.

Employees hired after the ratification date of this contract shall be offered the opportunity to participate only in the Township's Blue Cross/Blue Shield Preferred Provider Option. They shall not have the option of participating in the Blue Cross/Blue Shield Traditional Health Care Program.

5. Full-time employees shall be eligible for health insurance coverage after thirty (30) days of employment with the Township.
6. The Township has the right to change health insurance plans and/or carriers and/or to self-insure so long as coverage is equal to or better than the coverage



provided by this Article. The Township will give Union representatives thirty (30) days notice prior to change for review of the new plan or carrier.

7. The Township may offer a Health Maintenance Plan (HMO) type of health insurance if it determines to do so, and employees may sign up for the HMO rather than the regular health insurance carrier if they wish. However, if the premiums for the HMO exceed the Township's obligation for payment of health insurance as set forth above in Section 1 of this Article, the employees will be required to pay one hundred percent (100%) of the additional cost.
8. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided employees by the Township pursuant to this Article. If the Township employs more than one member of a family, all of whom could be eligible for coverage under one hospitalization-medical insurance policy or plan as a spouse or dependent under the age of nineteen (19), the spouses and eligible dependents under the age of nineteen (19) of that family shall be covered by only one Township provided hospitalization-medical insurance policy or plan carried by one spouse or the other. In such cases, the Township shall not be obligated to provide more than one hospitalization-medical policy or plan.
9.
  - A. An employee who retires at age 60 or older with at least 15 years of service with the Township shall have 50% of the employee's health insurance paid, pursuant to the plan set forth in this Article, or as that plan is amended by this or any subsequent contract.
  - B. The Township further shall provide for employees who are retired, who reach the age of 65, for the full premium of the employee's health care

insurance, provided the employee is:

1. Age 65 or older, and
2. Has at least 15 years of seniority with the Township, and
3. Enrolls in Medicare, parts "A" and "B".

C. To be eligible for any of the retiree health insurance benefits provided herein, an employee must accept the coverage as soon as the employee becomes eligible.

10. The Township will provide a dental/optical reimbursement program for permanent full-time employees, spouses, and dependent children under nineteen (19) years of age as follows:

- a. Employees may be reimbursed for dental/optical expenses incurred for themselves and family up to five hundred fifty dollars (\$550) for the year, regardless of when the expense was incurred, subject to submission of proof of billing and proof of payment for such expense. Any unused portion of the employee's \$550 reimbursement allowance shall accumulate for utilization for the following year.
- b. An employee who has been or will be reimbursed for dental expenses by a dental plan will not be eligible to receive reimbursement except as a coordination of benefits from the Township Plan.
- c. Where both husband and wife are working for the Township, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a

dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent. This provision shall not prohibit both parents from applying the maximum benefit herein to the same child in given circumstances.

- d. Full-time employees whose corrective eyewear have been broken on the job shall have same replaced at the Township's expense, provided the replacement cost is verified by submission of a paid bill for the cost of said replacement, provided no enhancements shall be allowed.
11. Employees shall receive a term life insurance policy in the amount of one and one-half (1½) times their annual salary, with a minimum of \$20,000 in insurance.

#### **ARTICLE THIRTY-FIVE WORKERS COMPENSATION**

Each employee will be covered by the applicable Workers Compensation laws. The Township further agrees that an employee being eligible and receiving Workers Compensation will receive, if injured on the job, in addition to his/her Workers Compensation income, an amount to be paid by the Township sufficient to make up the difference between Workers Compensation and his/her regular net income based on straight time hours for a period of ninety (90) working days. This is not chargeable to sick leave. No supplement will be paid except for days for which the employee receives Workers Compensation Benefits.

**ARTICLE THIRTY-SIX**  
**PENSION PLAN AND DISABILITY PLAN**

1. Pension Plan:

- a. The Township agrees to continue in force during the existence of this Agreement the existing pension plan or equal. The Township shall contribute ten percent (10%) of the employee's base salary into the Pension Plan for all employees who have more than five (5) years of continuous service with the Township, including those sixty-five (65) years of age or older. Employees with a seniority date after April 1, 1983 (but before December 1, 1992) and less than six years of continuous service with the Township will share in the payment of the pension contribution according to the following schedule:

<u>Years of Continuous Service</u>	<u>Employer's Share</u>	<u>Employee's Share</u>
First Year in Plan	5%	5%
Second Year in Plan	7%	3%
Third, Fourth and Fifth Year in Plan	8%	2%

Employees with a seniority date on or after December 1, 1992 and less than six (6) years of continuous service with the Township will share in the payment of the pension contribution according to the following schedule:

<u>Years of Continuous Service</u>	<u>Employer's Share</u>	<u>Employee's Share</u>
First Year in Plan	5%	5%
Second, Third and Fourth Year in Plan	7%	3%
Fifth Year in Plan	8%	2%

- b. Any total withdrawal from the Pension Fund shall be considered a voluntary quit.
2. Disability Plan:
- a. The Township agrees to continue in force during the existence of this

Agreement the existing disability plan or equal. This plan provides seventy percent (70%) of weekly straight time earnings for all seniority employees after seven (7) days of continuous disability as defined in the policy.

- b. Employees on disability for more than thirty (30) calendar days shall not be eligible for benefits, except that the Township will continue to pay their health insurance and life insurance premiums for a maximum period of six (6) months.

**ARTICLE THIRTY-SEVEN**  
**VACATION**

- 1. Vacation time shall be credited to all employees on January 1 of each calendar year in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Vacation Time</u>
One Year (January 1) through Five Years (Jan 1)	10 working days
Six Years (Jan 1) through Ten Years (Jan 1)	15 working days
Eleven Years (Jan 1) through 15 Years (Jan 1)	17 working days
Sixteen Years (Jan 1) through Twenty Years (Jan 1)	20 working days
Twenty-One Years or more (Jan 1)	One additional working day for each full year after twenty to a maximum of twenty-five.

New employees will be credited 12.5% of 10 days vacation on January 1 for each month or part thereof which they have worked in the prior calendar year up to 100% of the same. Employees with one year of seniority as of January 1 or more who quit or retire will be entitled to 12.5% of their eligible vacation days for each full month worked during the calendar year of termination. The employee shall reimburse the Township for all vacation time taken in excess of the employee's pro-rated accrued amount as of his/her termination date. In the event that such a reimbursement is in order, the Township shall have the right, to the extent permitted by law, to deduct any amount owing from the employee's paycheck.

2. Vacation days must be taken and completed in increments of one (1) day or more in the calendar year in which they are credited to employees. Except as provided below in Section 3, all vacation time not used in the calendar year credited shall be forfeited.
3. Effective January 1, 1994 and thereafter, up to five (5) days only of unused vacation time will be paid the employee at his straight hourly rate on the basis of his normal work day on the first pay day in January of the calendar year in which such unused vacation otherwise will be forfeited. For vacation time credited on and after January 1, 1994, all unused vacation time in excess of five (5) days shall be lost and not subject to compensation, accumulation or carryover.
4. When a holiday is observed by the employee during his scheduled vacation, he shall receive his holiday pay.
5. If an employee becomes ill, is under the care of a duly licensed physician during his vacation, and supports said illness with medical verification, he/she may have his/her vacation rescheduled and the sick leave article will be applicable, provided the employee notifies the Department Director, while still on vacation.
6. Vacations must not be postponed, except in emergency situations.
7. Employees will be paid their current rate of pay on a regular working day, but not over eight (8) hours while on vacation, and will receive credit for any benefits provided for in this Agreement.
3. Vacation shall be scheduled by the employee with the Department Director. Outside the window period in Section 10 below, employees shall request vacation time by giving advance notice in accordance with the following schedule:

Vacation Period

Required Notice

2 weeks (10 days) or more	14 days
9 days or less	5 days
5 days or less	1 day

Individual Department Directors may waive these notification periods and allow an employee to take vacation on shorter notice, provided that it does not compromise the operation of the employee's department. Formal responses to employee vacation requests shall be given to the employee within three (3) working days for requests of two (2) weeks or more and within one (1) working day for requests of nine (9) days or less.

9. The operation of a department must be maintained when vacations are taken. The Township shall always have the discretion to deny an employee's vacation request based upon the operational needs of the employee's department.
10. Vacation schedules shall be arranged on the basis of the efficient operation of departments as determined by the Township. Vacation requests submitted between January 1 and January 31 of each calendar year shall be filled on the basis of seniority. Approval of vacations requested by January 31 of any year shall be announced by February 15 of that year (or the next work day if February 15 falls on a weekend or holiday). Vacation requests submitted after January 31 of any year shall be filled on a first-come basis and shall not displace selections made before January 31 on the basis of seniority. Vacation requests shall be in writing.

**ARTICLE THIRTY-EIGHT**  
**SHIFT PREFERENCE**

Shift preference shall be granted on the basis of seniority. However, an employee may exercise his/her seniority for shift preference only once every nine (9)

months.

### ARTICLE THIRTY-NINE HOLIDAYS

1. The following days and dates shall be recognized and observed as paid holidays:

	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
1. New Year's Day	Jan. 1	Jan. 1	Dec. 31	Jan. 1
2. President's Day	Feb. 16	Feb. 15	Feb. 21	Feb. 19
3. Good Friday	Apr. 10	Apr. 2	Apr. 21	Apr. 13
4. Memorial Day	May 25	May 31	May 29	May 28
5. Independence Day	July 3	July 5	July 4	July 4
6. Labor Day	Sept. 7	Sept. 6	Sept. 4	Sept. 3
7. Veteran's Day*	Nov. 11	Nov. 11	Nov. 10	Nov. 12
8. Thanksgiving Day	Nov. 26	Nov. 25	Nov. 23	Nov. 22
9. Day after Thanksgiving	Nov. 27	Nov. 26	Nov. 24	Nov. 23
10. Day before Christmas	Dec. 24	Dec. 24	Dec. 22	Dec. 24
11. Christmas Day	Dec. 25	Dec. 27	Dec. 25	Dec. 25
12. Martin Luther King Day	—	Jan. 18	Jan. 17	Jan. 15

It is agreed that Veteran's Day will be celebrated in '98 forward on the Oakland County given day of observation unless otherwise negotiated.

2. In addition to the foregoing holidays, each employee shall be entitled to a "floating" holiday which may be taken at any time with reasonable notice to the Department Head. The floating holiday must be taken during the calendar year or it will be paid by the first pay day in March of the following year. In order to be eligible for floating holiday, an employee must have been a full-time employee for the preceding six (6) months.



3. Each employee shall be entitled to a "birthday" holiday which shall be taken by the employee upon the Monday of the work week in which the employee's birthday falls. If such Monday is otherwise a holiday, the employee shall take the following day as the "birthday" holiday.
4. All employees shall receive the number of hours pay which is their normal straight time working day for each of the holidays listed above on which they perform no work.
5. Employees will be granted any other holidays that the Township Board declares is a holiday in addition to those listed above.
6. In order to be eligible for holiday pay, the employee must have a paid work day the day before and day following the designated holiday.

#### **ARTICLE FORTY WAGES**

The rates of pay of the regular employees covered by this Agreement shall be in accordance with Schedule A, attached hereto and made a part thereof.

#### **ARTICLE FORTY-ONE RATES FOR NEW JOBS**

1. When a new job is created in the unit and cannot be properly placed in an existing classification, the Township will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.
2. If the Township adds a new non union position, the Township will advise the Union of the same. If the Union believes that the position should be in the unit, the Union may, within 30 days of the stated notification, file a grievance challenging the new position. The Township will not claim that any new position is excluded merely

because it is not listed in schedule A.

**ARTICLE FORTY-TWO**  
**SAVINGS CLAUSE**

1. If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. A special conference shall be held within ten (10) days to discuss the provision in question that may be invalid.

**ARTICLE FORTY-THREE**  
**MAINTENANCE OF STANDARDS**

1. It is the intent of the Township to maintain and promote a high standard for all conditions of employment.
2. It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve wherever and whenever possible.
3. The Township agrees not to enter into any agreement or contract covered by this Agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

**ARTICLE FORTY-FOUR**  
**SAFETY SHOES**

The Township will pay up to \$100 per year, commencing January 1, 1996, for the purchase of one pair of safety shoes for all labor/maintenance employees in the Cemetery, Parks, Water, Sewer, Building and Custodian Departments; provided,

however, that these employees shall be required to wear safety shoes at all times. In order to be reimbursed, the employee will be required to bring in a receipt.

**ARTICLE FORTY-FIVE**  
**HAND-HELD PREP RADIO**

One (1) hand-held prep radio will be available for use by employees working rural duty in the Assessing Department, to be assigned as necessary and appropriate by the Department Head.

**ARTICLE FORTY-SIX**  
**RATIFICATION**

1. This Agreement shall be effective as of the 1st day of January, 1998, and shall remain in full force and effect until the 31st day of December, 2001.
2. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until the new agreement is signed.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives the day and year first above written.

UNION

Judith E. Pickett  
Council 25

TOWNSHIP

Dale A. Stuart  
Supervisor

Clay Richard  
Chapter Chairman

Joan McCrary  
Clerk

*Jeff Cooper*  
Chapter Committee

*Jim Wenger*  
Jim Wenger  
Treasurer

DATED: 12-16-98

DATED: 12-16-98

LETTER OF UNDERSTANDING

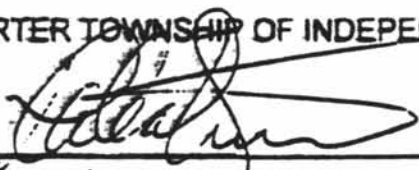
During negotiations for the 1998 Agreement, the parties discussed the issue of pensions, and agreed to the following:

If requested by the Union within ninety (90) days of the execution of the parties' 1998 Collective Bargaining Agreement, the Township will order an actuary report from the Municipal Employees Retirement System providing information on the costs associated with a transfer by the bargaining unit into a MERS plan. The Union will be given a copy of the actuary report. In addition, Union members will be advised of the details of the MERS plan, and will be provided information on the advantages and disadvantages of defined contribution and defined benefit plans.

Provided all members of the Union will participate and all members of the Union will roll over all of their assets of their current defined contribution plan, and provided further that the transfer will be at no cost to the Township, the Union may elect for all its members to transfer into a MERS plan. The Township's maximum contribution into the MERS plan will be 10% of the employees' base wages, and the employees will be responsible for any costs above 10%. If the Union elects for the transfer into the MERS plan, the pension provisions will not be subject to negotiation for a period of 10 years after the date of the transfer, and this Letter of Understanding will remain in the parties' Agreement until the expiration of the 10 years.

CHARTER TOWNSHIP OF INDEPENDENCE

by

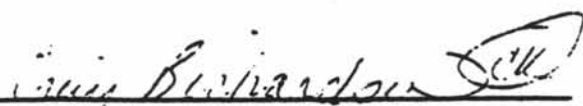


ITS SUPERVISOR

MICHIGAN COUNCIL NO. 25, AFSCME

CHAPTER B. LOCAL 2720

by



ITS CHAIRPERSON

DECEMBER 16,  
~~November~~ 1998

**SCHEDULE A**

	Effective Jan. 1, 1998			Effective Jan. 1, 2000			Effective Jan. 1, 2001		
	Date of Hire	AR 1 Year	AR 2 Years	Date of Hire	AR 1 Year	AR 2 Years	Date of Hire	AR 1 Year	AR 2 Years
Laborer	\$12.15	\$12.83	\$13.51	\$12.51	\$13.21	\$13.92	\$12.89	\$13.61	\$14.34
Maintenance Person	\$14.13	\$14.30	\$14.44	\$14.55	\$14.73	\$14.87	\$14.99	\$15.17	\$15.32
Sr. Maintenance Person	\$15.25	\$15.42	\$15.58	\$15.71	\$15.88	\$16.03	\$16.18	\$16.36	\$16.51
Superintendent	\$15.74	\$15.90	\$16.06	\$16.21	\$16.38	\$17.19	\$16.70	\$16.87	\$17.71
Zoning Ordin. Officer	\$12.56	\$13.20	\$13.91	\$12.88	\$13.60	\$14.33	\$13.27	\$14.00	\$14.76
Building Inspector II	\$15.74	\$16.61	\$17.48	\$16.21	\$17.11	\$18.01	\$16.70	\$17.62	\$18.55
Chief Building Inspector	\$18.29	\$19.31	\$20.33	\$18.84	\$19.89	\$20.94	\$19.41	\$20.49	\$21.57
Head/Plumbing Inspector	\$16.29	\$19.31	\$20.33	\$18.84	\$19.89	\$20.94	\$19.41	\$20.49	\$21.57
Electrical Inspector	\$16.29	\$19.31	\$20.33	\$18.84	\$19.89	\$20.94	\$19.41	\$20.49	\$21.57
Appraiser Aide	\$10.66	\$11.47	\$12.07	\$11.19	\$11.81	\$12.43	\$11.53	\$12.16	\$12.80
Appraiser I	\$12.80	\$13.53	\$14.37	\$13.18	\$13.94	\$14.80	\$13.58	\$14.36	\$15.24
Appraiser II	\$15.84	\$16.73	\$17.62	\$16.32	\$17.23	\$18.15	\$16.81	\$17.75	\$18.69
Appraiser III	\$17.69	\$18.68	\$19.63	\$18.22	\$19.24	\$20.22	\$18.77	\$19.82	\$20.83
Clerk	\$10.49	\$11.08	\$11.87	\$10.86	\$11.47	\$12.08	\$11.24	\$11.87	\$12.50
Clerk Technical	\$13.07	\$13.18	\$13.58	\$13.53	\$13.64	\$14.06	\$14.00	\$14.12	\$14.55
Secretary	\$13.54	\$13.81	\$14.09	\$14.01	\$14.29	\$14.58	\$14.50	\$14.79	\$15.09
Library Tech I	\$11.95	\$12.60	\$13.27	\$12.31	\$12.98	\$13.67	\$12.68	\$13.37	\$14.08
Library Tech II	\$12.06	\$12.74	\$13.39	\$12.42	\$13.12	\$13.79	\$12.79	\$13.51	\$14.20
Van Driver	\$8.81	\$9.29	\$9.76	\$9.07	\$9.57	\$10.05	\$9.34	\$9.86	\$10.35

Note: Effective January 1, 1998, the Senior Maintenance and Superintendent position must meet the following minimum standards:

Senior Maintenance

High School Diploma or equivalent 4 years full-time experience; - minimum of S #4 license (for DPW only) supervise part-time/seasonal employees and works independently when appropriate. Licenses don't guarantee classification - vacancies must exist.

Superintendent-

High School Diploma or equivalent, S #3 license (for DPW only), equivalent of 6 years experience, supervise part-time/seasonal employees and works independently when appropriate. Licenses don't guarantee classification- vacancies must exist.

6-23

## LETTER OF UNDERSTANDING

The parties agree that Article Thirty-Seven, "Vacation," in the 1998-2001 Agreement shall be interpreted to mean that new employees with less than 12 months of service will be credited for 12.5% of ten (10) days vacation, up to 100% of ten days for each month or part thereof which they have worked in the calendar year prior to their first January 1; ~~on such first January 1~~ Thereafter, on each January 1, said employees will be credited the vacation time set forth in the schedule in Article Thirty-Seven.

Employees will only be credited with vacation on January 1 of each year. All employees, including new employees, must work at least three (3) months in the calendar year to enjoy all of the vacation days credited on January 1 except for employees with fifteen (15) years of service or more as of January 1. Employees with fifteen (15) years of service or more as of January 1 who quit or retire will receive 100% of the vacation days allocated on January 1 of the year they quit or retire regardless of when they quit or retire in that year. Employees leaving the employment of the Township prior to said three months may only utilize one-third (1/3) of the days credited on January 1 for each full month worked in the year following January 1. No vacation days will be credited for partial year service.

As a settlement of a dispute involving certain employees hired after January 1, 1998, the Township has agreed that Chuck Sebastian, Larry Hess, Shannon Booth, Jackie Haaseth, Denise King, Peggy Brucci and Cheryl Culpepper will be credited with ten (10) vacation days as of January 1, 1999. In addition, Chuck Sebastian, Larry Hess, Shannon Booth, Jackie Haaseth and Denise King shall be credited with five (5) additional vacation days as of January 1, 1999 on a one-time basis only. Peggy Brucci will be credited an additional 3.75 vacation days on a one-time basis only, and Cheryl Culpepper will be credited with an additional 2.5 vacation days on January 1, 1999 on a one-time basis only. Such employees will be paid for any unused vacation days that were credited on January 1, 1999, regardless of when they quit in 1999, for 1999 only.

The settlement as to Chuck Sebastian, Larry Hess, Shannon Booth, Jackie Haaseth, Denise King, Peggy Brucci and Cheryl Culpepper is a settlement on a one-time basis and is without precedent or prejudice to the parties.

The parties agree that they will abide by the contract language, namely, as to new employees, the amount credited on January 1 of the first year of employment will be 12.5% of ten (10) days vacation for "each month or part thereof which they have worked in the prior calendar year up to 100% of ten days."

This Letter of Understanding shall interpret the application of paragraph 1 of Article 37. All provisions of Article 37 not modified herein shall remain in full force and effect.

INDEPENDENCE TOWNSHIP

AFSCME, MI COUNCIL 25 and  
Chapter B of Local 2720

\_\_\_\_\_  
Dale A. Stuart, Supervisor

This Letter of Understanding is effective this \_\_\_\_\_ day of \_\_\_\_\_, 1999