

12/31/96

LETTER OF UNDERSTANDING
EFFECTIVE AUGUST 28, 1996

This Letter of Understanding between AFSCME, Local #1103, and the Charter Township of Harrison, entered into the 28th day of August, 1996, shall be made part of the Collective Bargaining Agreement for the period of January 1, 1993 through December 31, 1995 only, and attached thereto.

TERM OF CONTRACT

It is understood that the dates contained in Article 42, Effective Date and Duration, are amended to read as follows:

Section 1. This Agreement shall be effective January 1, 1996 and shall remain in force and effect to and including December 31, 1996.

Section 2. In the event either party wishes to terminate this Agreement, it shall give at least sixty (60) days written notice to the other party prior to the termination date. In the event notice is not given, this Agreement shall continue on a year to year basis. The termination date of this Agreement is December 31, 1996.

Section 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

CONTRACT SETTLEMENT

After the signing of this letter of agreement, it is agreed that each member of the bargaining unit will be paid a sum of two thousand \$2,000.00 dollars in lieu of an hourly increase for the year 1996. This amount will not be added to base wage as indicated on page 107, Appendix B-3, or be made part of final average compensation, under Article 38. Retirement.

CHARTER TOWNSHIP OF HARRISON CHAPTER LOCAL NO. 1103,
MICHIGAN COUNCIL #25,
MACOMB COUNTY, MICHIGAN AFSCME, AFL-CIO

BY: Pamela A. Weeks
Pamela A. Weeks, Supervisor

BY: Diane Peterson
Diane Peterson, President

BY: Kathleen M. Lyon
Kathleen M. Lyon, Clerk

BY: Michael D. Shannahan
Michael D. Shannahan,
Vice President

BY: Patricia D. Switzer
Patricia D. Switzer, Treasurer

BY: Mary Wehrwein
Mary Wehrwein, Steward

BY: Wayne Hofmann
Wayne Hofmann, Steward

BY: Edgell Turnquist
Edgell Turnquist, AFSCME
Staff Representative
Karen Warner
Karen Warner, AFSCME
Director, Tri-county area

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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Harrison Township

9441

12/31/95



AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF HARRISON

AND

CHAPTER LOCAL #1103

**MICHIGAN COUNCIL NO. 25,
AESCME, AFL-CIO**

**JANUARY 1, 1993 -
DECEMBER 31, 1995**

Harrison Township

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PREAMBLE

THIS AGREEMENT entered into this 1st day of OCTOBER, 1993 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:

ARTICLE 1. GENERAL PROVISIONS

Section 1. Purpose. The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act #379 of the Michigan Public Acts of 1965 to incorporate in this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the Employees covered hereby.

Section 2. Definitions.

(a) "Employer" shall mean the Township Board of the Charter Township of Harrison, County of Macomb, State of Michigan, and its duly elected or appointed representatives.

(b) "Union" shall mean Chapter Local No. 1103 of Michigan Council No. 25 of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.

(c) "Employees" shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.

(d) The terms "classifications" or "job classifications" shall mean those described in Appendix A hereof and recited in the Salary Schedules contained in Appendices B-1, B-2 and B-3 hereof.

(e) The term "Department" as used in this agreement is defined as either the:

- (i) Accounting Department
- (ii) Treasurer's Office
- (iii) Assessor's Office
- (iv) Clerk's Office
- (v) Water and Sewer Department
- (vi) Building Department

(vii) Fire Department Office

(f) In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the female gender, and vice-versa.

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, Building and Electrical Inspectors), except elected officials, the Deputy Treasurer, the Deputy Clerk, the Controller, the Deputy Supervisor, firefighting employees, department heads, the Superintendent, Foreman and Assistant Foreman of the Water and Sewer Department, Building Official, Assessor, temporary, seasonal and/or part-time employees and supervisors as defined in the Act.

ARTICLE 2. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any Employee or with any other collective bargaining organization on behalf of Employees nor will the Employer aid, promote or finance any other labor group or organization which purports to engage in collective bargaining on behalf of Employees or make any agreement with any such other group or organization for any purpose whatsoever during the term of this Agreement.

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 4. MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly limited by this Agreement, the Employer shall have the customary and regular functions of management and the right to manage the Township operations and its Employees, including the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off and recall personnel, to publish and enforce work rules that are not arbitrary or capricious, and to establish penalties for violation of such rules, to make judgments as to ability and skill, to determine reasonable work loads, to establish and change work schedules, to provide and assign relief personnel, to assign work, to establish, modify or eliminate job functions, classifications and/or Departments, to inaugurate new and expanded programs, and to perform and exercise all other rights and authority heretofore vested in the Employer.

Section 2. The Employer may also continue the use of outside contractors to perform bargaining unit work, so long as no layoff of Employees will result therefrom, provided the work to be contracted out:

- (i) has been performed by outside firms as a matter of past practice; or
- (ii) is required because of emergency conditions, or because of a shortage or lack of qualified Employees or equipment to satisfactorily perform the required work.

Section 3. The exercise of the foregoing management rights shall in no case be inconsistent or in conflict with the express provisions of this Agreement.

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 6. SCOPE OF AGREEMENT

Section 1. It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by a mutual agreement in writing hereafter signed by the parties hereto.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 7. UNION SECURITY

Section 1. As a condition of continued employment, each member of the bargaining unit who has completed his 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.

ARTICLE 8. UNION DUES

Section 1. Employees may tender the monthly membership dues or service fees by signing the "Authorization for Payroll Deductions". During the life of this Agreement and in accordance with the terms of the form of Authorization for Check-off hereinafter set forth, the Employer agrees to deduct dues or service fees from the pay of each Employee who executes or has executed the following "Authorization for Payroll Deductions" form and filed same with the Employer or its representative:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
Authorization For Payroll Deductions

By _____
Last Name First Name Middle Name

TO: Charter Township of Harrison:

Effective _____, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME, Local Union No. 1103, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local No. 1103, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

Date: _____
Signature

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 authorization and request for check-off be terminated.

ARTICLE 9. SPECIAL CONFERENCES

Section 1. Special conferences between the Union and the Employer for a discussion of important matters may be arranged by the Local President and the Township Supervisor upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Township and not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties. Special conferences may be attended by a representative of the Council and/or a representative of the International Union.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments to this Agreement, unless agreed to by both parties in advance. Conferences shall be held during normal working hours, unless mutually agreed otherwise.

Section 3. Any understandings or supplemental agreements resulting from a special conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township Board within a period of ten (10) days following the conclusion of the special conference.

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 11. PRESIDENT, STEWARDS AND ALTERNATE STEWARD

Section 1. Employees may be represented by one (1) steward representing all clerks, bookkeepers, and secretaries, and a second (2nd) steward representing all other Employees in the bargaining unit. In the absence of a steward, an alternate steward shall be appointed by the Local Union President. Within fifteen (15) days after the effective date of this Agreement, the Union shall have an election for new officers and will furnish the Employer with a list of stewards and officers of the Union as elected and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer. To hold the office of steward, the Employee must have a minimum of one (1) year seniority with the Employer.

Section 2. The Local Union President and/or Steward shall be allowed reasonable time off without loss of pay to perform the following:

(a) A steward may investigate and present a verbal or written grievance to an Employee's immediate supervisor.

(b) The Local Union President may discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer, and the Local Union President and the applicable Steward may otherwise attend meetings and hearings in the grievance procedure.

(c) The Local Union President (or designee, when the President is unavailable) may use time to go to Council 25 offices in connection with an existing grievance in the grievance procedure or under investigation (when the same cannot be handled by a telephone conference).

It is understood that the time mentioned in subparagraphs (a) and (b) will be allotted on the day of request at any time after 1:00 p.m. As to subparagraph (c), only six (6) such trips per contract year for no more than four (4) hours per trip shall be paid and at least forty-eight (48) hours notice to the department head is required unless otherwise waived by the department head.

Section 3. The Local Union President and a Steward, and not to exceed two (2) other Employees, will be allowed reasonable time off without loss of pay during the last sixty (60) days of the term of this Agreement, or during any period of extension of this Agreement following its specified termination date, to engage in collective bargaining with representatives of the Employer concerning a successor Collective Bargaining Agreement.

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 steward shall discuss his 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 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 Union representative and/or the Employee, and the Township Supervisor or designee, along with the Township Clerk and Township Treasurer, 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 supporting reasons, to the aggrieved party and to the President of the Local Union or the involved Union Steward.

STEP THREE: a. If the Township and the Union shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of specific articles or sections of this Agreement, the grievance may be appealed to arbitration within thirty (30) calendar days after the decision or reply of the Township. Such appeal shall be in writing, and shall be

delivered to the Township Supervisor within the said thirty (30) calendar day period, and if not so delivered, the grievance shall be deemed abandoned, except in an emergency which is beyond the control of either party. The parties shall initially attempt to agree upon an arbitrator, and if the parties are unable to agree upon an arbitrator within twenty (20) days after the delivery of such appeal to the Township Supervisor, the grievance shall then be promptly turned over to the American Arbitration Association, to be processed in accordance with its Voluntary Labor Arbitration Rules and the agreements contained in this Article, the latter to be controlling in the event of any contradiction between same.

b. The arbitrator so selected will confer with the parties and hold hearings promptly, and will issue his decision not later than thirty (30) calendar days from the date of close of the hearing. The arbitrator's decision shall be in writing, and will set forth his findings of fact, reason, and conclusion on the issues submitted. The arbitrator's findings (within the scope of his authority) shall be final and binding upon all parties to the dispute. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to, in all cases, the rights, responsibility and authority of the parties under the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The arbitrator shall not usurp the function of the Employer or the

proper exercise of its judgment and discretion under the law and this Agreement.

c. The cost of arbitration shall be shared equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. (a) The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

(b) The number of days indicated at each level of the grievance procedure shall be considered as maximum, and every effort should be made to expedite the grievance procedure, however time limits may be extended by mutual agreement of 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, representatives 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 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 may select a designee to act for him 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.

ARTICLE 13. DISCIPLINE

Section 1. The Employer agrees that all disciplinary action or discharge action imposed against Employees who have completed their probationary periods (and have attained seniority) will be taken on the basis of just cause.

Section 2. In imposing any discipline, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.

Section 3. Any disciplinary action or measure imposed upon an Employee who has attained seniority may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 4. It is the intent of the parties that if an Employee's supervisor, and/or the Township Supervisor requires a meeting with an Employee for the primary purpose of determining whether the Employee has violated established rules of conduct, or has performed his assignments in an unsatisfactory manner, the Employee will be first informed of that fact and the supervisor will permit the Employee the opportunity of having the President of the Local Union or his designee (but no more than one Union representative) present. Where the Employee expresses a desire for such representation, the meeting will not be held without the Union representative's presence. Provided, the foregoing shall in no way be applicable to or restrict or interfere with the normal day-to-day dialogue where a Department Head or Supervisor gives verbal guidance, directions or clarification of job performance to an Employee.

ARTICLE 14. PROBATIONARY EMPLOYEES

New Employees hired in the bargaining unit shall be on probation for the first ninety (90) consecutive calendar days of their employment; provided that a new Employee whose employment is terminated before the said ninety (90) day period must serve a new probationary period of ninety (90) consecutive calendar days, if rehired. After the ninety (90) day period, the Employee shall be entered on the seniority list of his seniority group and his seniority shall be computed from the date of his employment with the Township in his seniority group. There shall be no seniority among probationary Employees. The Union shall be the exclusive collective bargaining representative for probationary Employees in respect to rates of pay, wages, hours of employment, and other conditions of employment; provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary Employees and any discharge or discipline of such Employees shall not be subject to the grievance procedure.

No fringe benefits will accrue during the probationary period. Hospitalization, disability, dental, optical, and life insurance benefits will start the first day of the month following the probationary period. Sick and vacation accruals will be made retroactive to the first date of hire at the conclusion of a successful ninety (90) day probationary period.

ARTICLE 15. TEMPORARY, SEASONAL AND PART-TIME PERSONS

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. 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. None of the aforesaid persons shall be entitled to receive any fringe benefits and the Employer shall have the sole discretion to determine their compensation; provided no such person shall receive a higher hourly rate than a member of the bargaining unit of like classification.

Section 4. The use of temporary, part-time or seasonal employees shall not cause or result in the layoff of regular full-time Employees in the same seniority group.

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

heretofore performed by the holders of such supervisory or management positions, even though such duties may also be within one or more bargaining unit jobs described, together with any duties required to meet emergencies, to cover temporary absences of Employees, or to instruct 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 17. LOSS OF SENIORITY

Section 1. An Employee shall forfeit his seniority for the following reasons:

- a. He voluntarily quits.
- b. He is discharged and the discharge is not reversed under the grievance procedure.
- c. He is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to his last known address that his seniority has been forfeited and his employment terminated.
- d. He fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- e. He fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in subparagraph "c".
- f. He retires.
- g. He accepts employment elsewhere during a period of time while he is on an approved leave from Harrison Township, with the exception of employment during approved vacation periods.

Section 2. The establishment of residency in Harrison Township is encouraged, however, it is not a condition of employment.

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 seniority group first. If the laid off Employee is unable to exercise seniority in his own seniority group, he may then displace an Employee with lesser seniority in the other seniority group, if minimum qualifications are met and he 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 19. RECALL PROCEDURE

After a layoff, Employees shall be recalled in the inverse order of the layoff, subject to the Employee being able to perform the available work in a satisfactory manner. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report for work after being recalled to work (in his own classification) within seven (7) calendar days after delivery by the post office at said address of said recall notice, the Employee shall be considered as having terminated his employment.

ARTICLE 20. TRANSFERS, JOB OPENINGS AND PROMOTIONS

Section 1. Permanent transfers (the reassignment of any Employees to any position within or without his 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 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 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 new position no later than 120 calendar days from the date he received his 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 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 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 reason of unsatisfactory performance in the new position, that determination shall be subject to complaint in the Grievance Procedure.

Section 4. If no qualified Employee applies to fill a vacancy, the Employer may either:

(a) Fill the vacancy by transferring another qualified Employee in an identical classification working in another Department, who has the lowest seniority in that classification, to the position; or,

(b) Hire a new employee from the outside.

If the Employer determines there is no bargaining unit Employee who has the present ability to perform the work of a vacancy, it may fill the vacancy by hiring a new employee from the outside.

Section 5. The Employer has the right during the period of a vacancy to fill the job on a temporary basis under the procedure outlined in ARTICLE 21.

Section 6. (a) For the purpose of this Section, the term "salary level" means the step (Start-1 year-2 years-3 years or more years) which determines the employee's salary (and hourly rate of pay) in his classification range, under Appendix B attached to this Agreement.

(b) For the purpose of this section, the term "Anniversary Date" means the date the employee's promotion becomes effective and determines when the employee receives the pay rate of the next higher salary level.

(c) An employee permanently transferred by the Township to a lower or equal rated classification shall be paid at the salary rate of the same salary level he was in prior to the transfer and shall retain the same anniversary date (the date when he will receive the pay of the next higher salary level) as he had previously.

(d) An Employee's promotion to a higher classification on a permanent basis, shall be effective on the 61st day from the written notification from the employer and the employee shall be paid in the same salary level he was in prior to the promotion; but, at the salary rate of the new classification.

(e) An employee who applies for and is transferred based on that request to a lower rated classification shall be paid at the salary rate of that classification giving credit to time in service at the previous higher classification. The employee shall retain the same anniversary date.

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 own Department that he can satisfactorily perform, or any job in his own classification in any Department in his 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) complete 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.

ARTICLE 22. REIMBURSEMENT OF EDUCATIONAL EXPENSES

If the Employer requires an Employee to take certain college classes or schooling, (with or without the ultimate goal of attaining an Associate or Bachelor of Science degree), relative to the Employees job, upon successful completion of said schooling, in accordance with the standards for completion by the school, the Employer shall reimburse the expenses of schooling, including books, tuition and loss of wages resulting from lost time from work for said schooling, but excluding travel time. The Employer shall consider in terms of promotion and reclassification the successful completion of said schooling as well as the other criteria provided in this Agreement for promotion and reclassification. In the event the Employee voluntarily terminates his employment with the Township within twenty-four (24) months after having been reimbursed by the Township for such educational expenses, he shall be obligated to return to the Township fifty (50%) per cent of all such payments made to the Employee. All attendance at seminars approved by the Employer shall be fully paid for by the Township and not be subject to reimbursement by the Employee. Seminars shall include those (but not limited to) administered by the Michigan Municipal League, Michigan Township Association and American Water Works Association.

Upon the request of the employee, the Employer may reimburse the employee for tuition and books expended for university or community college courses in fields where the employer anticipates some benefit to be derived from the additional education.

Any licenses or certificates, that are job related and previously paid for by the township will continue to be paid for during the term of this contract.

Any new licenses or certifications required by township or state law shall also be paid for by the township.

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 job and will end when he is again fit to perform his normal duties as determined by his 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.

ARTICLE 24. DISABILITY - SICK TIME

Section 1. The Township shall provide both short and long term accident and sick liability coverage for each employee immediately upon implementation by the insurance carrier.

Section 2. 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 #4 and #5. 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 3. 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 #4 and #5. 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 4. 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 5. 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.

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 is not eligible for Worker's Compensation benefits), or for illness or injury in his immediate family, which necessitates his 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.

Section 6. Any utilization of sick time allowance by an Employee must have the approval of the Township for accounting purposes only. The Township will provide suitable forms for the above. Accounting for the use of sick time allowance will be in no less than fifteen (15) minute period of time.

Section 7. If an Employee has insufficient sick time credits to cover a period of absence, no allowance for sick time shall be posted in advance or in anticipation of future sick time credits.

ARTICLE 9. SPECIAL CONFERENCES

Section 1. Special conferences between the Union and the Employer for a discussion of important matters may be arranged by the Local President and the Township Supervisor upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Township and not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties. Special conferences may be attended by a representative of the Council and/or a representative of the International Union.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments to this Agreement, unless agreed to by both parties in advance. Conferences shall be held during normal working hours, unless mutually agreed otherwise.

Section 3. Any understandings or supplemental agreements resulting from a special conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township Board within a period of ten (10) days following the conclusion of the special conference.

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 11. PRESIDENT, STEWARDS AND ALTERNATE STEWARD

Section 1. Employees may be represented by one (1) steward representing all clerks, bookkeepers, and secretaries, and a second (2nd) steward representing all other Employees in the bargaining unit. In the absence of a steward, an alternate steward shall be appointed by the Local Union President. Within fifteen (15) days after the effective date of this Agreement, the Union shall have an election for new officers and will furnish the Employer with a list of stewards and officers of the Union as elected and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer. To hold the office of steward, the Employee must have a minimum of one (1) year seniority with the Employer.

Section 2. The Local Union President and/or Steward shall be allowed reasonable time off without loss of pay to perform the following:

- (a) A steward may investigate and present a verbal or written grievance to an Employee's immediate supervisor.
- (b) The Local Union President may discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer, and the Local Union President and the applicable Steward may otherwise attend meetings and hearings in the grievance procedure.
- (c) The Local Union President (or designee, when the President is unavailable) may use time to go to Council 25 offices in connection with an existing grievance in the grievance procedure or under investigation (when the same cannot be handled by a telephone conference).

It is understood that the time mentioned in subparagraphs (a) and (b) will be allotted on the day of request at any time after 1:00 p.m. As to subparagraph (c), only six (6) such trips per contract year for no more than four (4) hours per trip shall be paid and at least forty-eight (48) hours notice to the department head is required unless otherwise waived by the department head.

Section 3. The Local Union President and a Steward, and not to exceed two (2) other Employees, will be allowed reasonable time off without loss of pay during the last sixty (60) days of the term of this Agreement, or during any period of extension of this Agreement following its specified termination date, to engage in collective bargaining with representatives of the Employer concerning a successor Collective Bargaining Agreement.

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 steward shall discuss his 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 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 Union representative and/or the Employee, and the Township Supervisor or designee, along with the Township Clerk and Township Treasurer, 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 supporting reasons, to the aggrieved party and to the President of the Local Union or the involved Union Steward.

STEP THREE: a. If the Township and the Union shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of specific articles or sections of this Agreement, the grievance may be appealed to arbitration within thirty (30) calendar days after the decision or reply of the Township. Such appeal shall be in writing, and shall be

delivered to the Township Supervisor within the said thirty (30) calendar day period, and if not so delivered, the grievance shall be deemed abandoned, except in an emergency which is beyond the control of either party. The parties shall initially attempt to agree upon an arbitrator; and if the parties are unable to agree upon an arbitrator within twenty (20) days after the delivery of such appeal to the Township Supervisor, the grievance shall then be promptly turned over to the American Arbitration Association, to be processed in accordance with its Voluntary Labor Arbitration Rules and the agreements contained in this Article, the latter to be controlling in the event of any contradiction between same.

b. The arbitrator so selected will confer with the parties and hold hearings promptly, and will issue his decision not later than thirty (30) calendar days from the date of close of the hearing. The arbitrator's decision shall be in writing, and will set forth his findings of fact, reason, and conclusion on the issues submitted. The arbitrator's findings (within the scope of his authority) shall be final and binding upon all parties to the dispute. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to, in all cases, the rights, responsibility and authority of the parties under the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The arbitrator shall not usurp the function of the Employer or the

proper exercise of its judgment and discretion under the law and this Agreement.

c. The cost of arbitration shall be shared equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. (a) The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

(b) The number of days indicated at each level of the grievance procedure shall be considered as maximum, and every effort should be made to expedite the grievance procedure, however time limits may be extended by mutual agreement of 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, representatives 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 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 may select a designee to act for him 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.

ARTICLE 13. DISCIPLINE

Section 1. The Employer agrees that all disciplinary action or discharge action imposed against Employees who have completed their probationary periods (and have attained seniority) will be taken on the basis of just cause.

Section 2. In imposing any discipline, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.

Section 3. Any disciplinary action or measure imposed upon an Employee who has attained seniority may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 4. It is the intent of the parties that if an Employee's supervisor, and/or the Township Supervisor requires a meeting with an Employee for the primary purpose of determining whether the Employee has violated established rules of conduct, or has performed his assignments in an unsatisfactory manner, the Employee will be first informed of that fact and the supervisor will permit the Employee the opportunity of having the President of the Local Union or his designee (but no more than one Union representative) present. Where the Employee expresses a desire for such representation, the meeting will not be held without the Union representative's presence. Provided, the foregoing shall in no way be applicable to or restrict or interfere with the normal day-to-day dialogue where a Department Head or Supervisor gives verbal guidance, directions or clarification of job performance to an Employee.

ARTICLE 14. PROBATIONARY EMPLOYEES

New Employees hired in the bargaining unit shall be on probation for the first ninety (90) consecutive calendar days of their employment; provided that a new Employee whose employment is terminated before the said ninety (90) day period must serve a new probationary period of ninety (90) consecutive calendar days, if rehired. After the ninety (90) day period, the Employee shall be entered on the seniority list of his seniority group and his seniority shall be computed from the date of his employment with the Township in his seniority group. There shall be no seniority among probationary Employees. The Union shall be the exclusive collective bargaining representative for probationary Employees in respect to rates of pay, wages, hours of employment, and other conditions of employment; provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary Employees and any discharge or discipline of such Employees shall not be subject to the grievance procedure.

No fringe benefits will accrue during the probationary period. Hospitalization, disability, dental, optical, and life insurance benefits will start the first day of the month following the probationary period. Sick and vacation accruals will be made retroactive to the first date of hire at the conclusion of a successful ninety (90) day probationary period.

ARTICLE 15. TEMPORARY, SEASONAL AND PART-TIME PERSONS

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. 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. None of the aforesaid persons shall be entitled to receive any fringe benefits and the Employer shall have the sole discretion to determine their compensation; provided no such person shall receive a higher hourly rate than a member of the bargaining unit of like classification.

Section 4. The use of temporary, part-time or seasonal employees shall not cause or result in the layoff of regular full-time Employees in the same seniority group.

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.

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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

heretofore performed by the holders of such supervisory or management positions, even though such duties may also be within one or more bargaining unit jobs described, together with any duties required to meet emergencies, to cover temporary absences of Employees, or to instruct 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 17. LOSS OF SENIORITY

Section 1. An Employee shall forfeit his seniority for the following reasons:

a. He voluntarily quits.

b. He is discharged and the discharge is not reversed under the grievance procedure.

c. He is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to his last known address that his seniority has been forfeited and his employment terminated.

d. He fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.

e. He fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in subparagraph "c".

f. He retires.

g. He accepts employment elsewhere during a period of time while he is on an approved leave from Harrison Township, with the exception of employment during approved vacation periods.

Section 2. The establishment of residency in Harrison Township is encouraged, however, it is not a condition of employment.

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 seniority group first. If the laid off Employee is unable to exercise seniority in his own seniority group, he may then displace an Employee with lesser seniority in the other seniority group, if minimum qualifications are met and he 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 19. RECALL PROCEDURE

After a layoff, Employees shall be recalled in the inverse order of the layoff, subject to the Employee being able to perform the available work in a satisfactory manner. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report for work after being recalled to work (in his own classification) within seven (7) calendar days after delivery by the post office at said address of said recall notice, the Employee shall be considered as having terminated his employment.

ARTICLE 20. TRANSFERS, JOB OPENINGS AND PROMOTIONS

Section 1. Permanent transfers (the reassignment of any Employees to any position within or without his 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 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

Section 5. The Employer has the right during the period of a vacancy to fill the job on a temporary basis under the procedure outlined in ARTICLE 21.

Section 6. (a) For the purpose of this Section, the term "salary level" means the step (Start-1 year-2 years-3 years or more years) which determines the employee's salary (and hourly rate of pay) in his classification range, under Appendix B attached to this Agreement.

(b) For the purpose of this section, the term "Anniversary Date" means the date the employee's promotion becomes effective and determines when the employee receives the pay rate of the next higher salary level.

(c) An employee permanently transferred by the Township to a lower or equal rated classification shall be paid at the salary rate of the same salary level he was in prior to the transfer and shall retain the same anniversary date (the date when he will receive the pay of the next higher salary level) as he had previously.

(d) An Employee's promotion to a higher classification on a permanent basis, shall be effective on the 61st day from the written notification from the employer and the employee shall be paid in the same salary level he was in prior to the promotion; but, at the salary rate of the new classification.

(e) An employee who applies for and is transferred based on that request to a lower rated classification shall be paid at the salary rate of that classification giving credit to time in service at the previous higher classification. The employee shall retain the same anniversary date.

Any new licenses or certifications required by township or state law shall also be paid for by the township.

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.

ARTICLE 20. TRANSFERS, JOB OPENINGS AND PROMOTIONS

Section 1. Permanent transfers (the reassignment of any Employees to any position within or without his 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 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 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 new position no later than 120 calendar days from the date he received his 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 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 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 reason of unsatisfactory performance in the new position, that determination shall be subject to complaint in the Grievance Procedure.

Section 4. If no qualified Employee applies to fill a vacancy, the Employer may either:

(a) Fill the vacancy by transferring another qualified Employee in an identical classification working in another Department, who has the lowest seniority in that classification, to the position; or,

(b) Hire a new employee from the outside.

If the Employer determines there is no bargaining unit Employee who has the present ability to perform the work of a vacancy, it may fill the vacancy by hiring a new employee from the outside.

Section 5. The Employer has the right during the period of a vacancy to fill the job on a temporary basis under the procedure outlined in ARTICLE 21.

Section 6. (a) For the purpose of this Section, the term "salary level" means the step (Start-1 year-2 years-3 years or more years) which determines the employee's salary (and hourly rate of pay) in his classification range, under Appendix B attached to this Agreement.

(b) For the purpose of this section, the term "Anniversary Date" means the date the employee's promotion becomes effective and determines when the employee receives the pay rate of the next higher salary level.

(c) An employee permanently transferred by the Township to a lower or equal rated classification shall be paid at the salary rate of the same salary level he was in prior to the transfer and shall retain the same anniversary date (the date when he will receive the pay of the next higher salary level) as he had previously.

(d) An Employee's promotion to a higher classification on a permanent basis, shall be effective on the 61st day from the written notification from the employer and the employee shall be paid in the same salary level he was in prior to the promotion; but, at the salary rate of the new classification.

(e) An employee who applies for and is transferred based on that request to a lower rated classification shall be paid at the salary rate of that classification giving credit to time in service at the previous higher classification. The employee shall retain the same anniversary date.

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 own Department that he can satisfactorily perform, or any job in his own classification in any Department in his 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) complete 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.

ARTICLE 22. REIMBURSEMENT OF EDUCATIONAL EXPENSES

If the Employer requires an Employee to take certain college classes or schooling, (with or without the ultimate goal of attaining an Associate or Bachelor of Science degree), relative to the Employees job, upon successful completion of said schooling, in accordance with the standards for completion by the school, the Employer shall reimburse the expenses of schooling, including books, tuition and loss of wages resulting from lost time from work for said schooling, but excluding travel time. The Employer shall consider in terms of promotion and reclassification the successful completion of said schooling as well as the other criteria provided in this Agreement for promotion and reclassification. In the event the Employee voluntarily terminates his employment with the Township within twenty-four (24) months after having been reimbursed by the Township for such educational expenses, he shall be obligated to return to the Township fifty (50%) per cent of all such payments made to the Employee. All attendance at seminars approved by the Employer shall be fully paid for by the Township and not be subject to reimbursement by the Employee. Seminars shall include those (but not limited to) administered by the Michigan Municipal League, Michigan Township Association and American Water Works Association.

Upon the request of the employee, the Employer may reimburse the employee for tuition and books expended for university or community college courses in fields where the employer anticipates some benefit to be derived from the additional education.

Any licenses or certificates, that are job related and previously paid for by the township will continue to be paid for during the term of this contract.

Any new licenses or certifications required by township or state law shall also be paid for by the township.

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 job and will end when he is again fit to perform his normal duties as determined by his 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.

ARTICLE 24. DISABILITY - SICK TIME

Section 1. The Township shall provide both short and long term accident and sick liability coverage for each employee immediately upon implementation by the insurance carrier.

Section 2. 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 #4 and #5. 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 3. 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 #4 and #5. 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 4. 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 5. 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.

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 is not eligible for Worker's Compensation benefits), or for illness or injury in his immediate family, which necessitates his 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.

Section 6. Any utilization of sick time allowance by an Employee must have the approval of the Township for accounting purposes only. The Township will provide suitable forms for the above. Accounting for the use of sick time allowance will be in no less than fifteen (15) minute period of time.

Section 7. If an Employee has insufficient sick time credits to cover a period of absence, no allowance for sick time shall be posted in advance or in anticipation of future sick time credits.

In the absence of applicable sick time credits, a payroll deduction for the time lost shall be made for the work period in which the absence occurred.

Section 8. All sick time used shall be certified by the Employee accompanied by such other medical evidence of disability as the Township may require. Falsification of such evidence shall be cause for dismissal.

Section 9. The Township, after the prolonged disability of an Employee, may require that the Employee present medical certification of his physical or mental fitness to return to work. If the disability has lasted in excess of thirty (30) days, the Employee must give the Township at least one (1) week written notice of intent to return to work prior to terminating the use of sick time.

Section 10. No sick time shall be payable to an employee (and his accrued sick time shall be frozen) on layoff for a continuous period of less than six (6) months. An employee whose period of layoff extends for a continuous period of six (6) months shall be paid at the six (6) month anniversary of the beginning date of the layoff, all of his accrued sick time to a maximum of 120 hours (any excess to be forfeited), at rate of pay in effect at December 31, 1989.

Section 11. No sick time shall be payable to an employee (and his accrued sick time shall be frozen) during any period he is on an unpaid leave of absence.

Section 12. All employees shall be granted two (2) bonus days, to be taken at the employee's discretion providing he/she does not use more than two (2) sick days during a fiscal year.

Said bonus days must be taken during the ensuing twelve (12) month period, subject to manpower requirements of the respective department. Said days to be taken as personal and/or vacation days, not chargeable to the employee.

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, uncles, aunts, and cousins.

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 and cousins.

ARTICLE 26. VACATION TIME

Section 1. Every continuing full-time Employee shall be entitled to vacation time with pay equivalent to one-half (1/2) work day (four (4) hours) for each completed bi-weekly work period of service. "Completed bi-weekly work period" means any pay period in which the Employee receives pay for not less than the whole number of hours that he is scheduled to work. To be credited with a completed bi-weekly work period, a full-time employee must receive pay for eighty (80) straight time hours (excluding periods of overtime) worked or otherwise compensable under this Agreement. In addition, sixteen (16) hours of vacation time shall be credited to each continuing full-time Employee upon employment by the Township and shall be immediately available, upon approval of the Township, for personal purposes including time off for voting, religious observance, and necessary personal business. Thereafter, two (2) additional days of vacation time shall be credited each year during the pay period which includes the Employee's anniversary date, except that no more than sixteen (16) hours shall be credited in any calendar year. No other vacation time shall be credited until the Employee has completed thirteen (13) bi-weekly pay periods.

Section 2. Beginning January 1, 1973, such Employees who have completed five (5) years of currently continuous service shall earn bonus vacation time with pay according to length of total employment with the Township, including military leave, subsequent to January 1, 1973, as follows:

- a. For five (5) or more, but less than ten (10) years - twenty-four (24) hours annually.

- b. For ten (10) or more, but less than fifteen (15) years forty (40) hours annually.
- c. For fifteen (15) or more, but less than twenty (20) years - fifty-six (56) hours annually.
- d. For twenty (20) or more, but less than twenty-five (25) years - seventy-two (72) hours annually.
- e. For twenty-five (25) or more years - eighty (80) hours annually.

An Employee shall be credited with such additional earned (bonus) vacation time during the pay period which includes his respective anniversary date of each year, except that at the time of retirement or death, such additional (bonus) vacation time shall be credited on a prorata basis according to the number of bi-weekly work periods completed during the year. In no event 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 shall be paid at his current rate of pay his 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 27. HOLIDAYS

Section 1. The following shall be paid holidays (eight (8) hours pay at straight time):

New Year's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving Day

Christmas Eve Day

Christmas Day

The Three Working Days between Christmas Day and New Year's Eve Day

New Year's Eve Day

If any of the foregoing holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday shall be observed on the following Monday. When Christmas Eve falls on a Sunday and Christmas Day on Monday, the Christmas Eve holiday shall be observed on Tuesday. This shall also be applied to New Years Eve Day and New Years Day. When Christmas Day falls on a Saturday, then Christmas Eve Day will be observed on Thursday, and Christmas Day on Friday. This shall also be applied to New Years Eve and New Years Day.

Section 2. In order to qualify for holiday pay, an Employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. Excused absences, such as bona fide sickness or approved vacation time will qualify the Employee for holiday pay.

Section 3. Employees required to work on one of the holidays listed in Section 1 above will receive their holiday pay (at straight time) as scheduled, plus double their regular rate of pay for all authorized hours worked on the holiday.

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.

ARTICLE 29. OVERTIME PREMIUM

Section 1.

a. The Employer may schedule Employees to work overtime, on a reasonable basis, subject to the provisions of this Article 29.

b. Time and one-half an Employee's regular rate of pay will be paid for all hours worked, or otherwise compensable (jury duty, paid holidays, vacation time, sick time or funeral leave) beyond eight (8) hours per work day or forty (40) hours per work week. Double the Employee's regular rate of pay will be paid for all hours worked on Sundays, and on paid holidays according to Section 3 of ARTICLE 27. Any job started before midnight on Sunday will stay on double time instead of reverting back to time and one-half after midnight. Overtime will be paid only when authorized in advance by the Employee's department head. Overtime premiums will not be duplicated or pyramided. Any emergency job started by an Employee prior to the beginning of his regular shift, shall remain on the applicable overtime (premium) rate of pay, until such emergency is completed.

c. Overtime shall be granted to all regular Employees of the Bargaining Unit, where qualified, before temporary Employees are used, except in cases of emergency.

d. No Employee shall be required or permitted to work in excess of twelve (12) continuous hours in any twenty-four (24) hour period, except in serious emergency situations where his continuing presence is necessary, in which event he shall be relieved from work as soon as conditions permit. If, after working twelve (12) continuous hours, an Employee is required to continue working for any period, or if he is called back and works at any time within

the next eight (8) hours following the end of that twelve (12) hour shift, he shall be given, if as soon as possible, a four (4) hour break, and receive as pay for such break (whether or not he is able to take all of it) four (4) hours pay at the applicable premium rate. If the Employee is relieved from work after working twelve (12) continuous hours or less, he shall not be eligible for such break, or additional pay therefor, following the end of the work period.

Section 2.

Overtime shall be distributed as equally as possible among all regular Employees on a rotation basis within each job in each department.

(a) Any Employee in his 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.

(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 meetings held after regular business hours, shall receive extra pay at the applicable rate of pay for actual 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. 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.

ARTICLE 30. EMERGENCY TOUR OF DUTY - WATER AND SEWER DEPARTMENT

In order to provide an effective weekend emergency stand-by system, the following tour of duty provisions will apply to Employees assigned to the Water and Sewer Department.

Section 1. a. Employees assigned to classifications in the Water and Sewer Department of the Township will be assigned on a rotation basis (one Employee each weekend) to emergency stand-by duty, where they can be reached from the Township offices (by telephone or beeper) at all times.

b. The emergency tour of duty will begin Friday at 4:00 p.m. and end Monday at 7:30 a.m., consisting of three (3) one (1) day work shifts. If a paid holiday falls on a Friday the emergency tour of duty will begin at 7:30 a.m. on that Friday (with no additional stand by pay owing).

c. Nonresidents will be eligible for emergency standby and call back only if they can reliably respond within twenty (20) minutes of the call back or emergency message. At the discretion of the Department Head or his designee, employees unable to respond within twenty (20) minutes may be called back only for incidents of long duration.

Eligibility for standby and call back for nontownship residents shall be within the sole discretion of a Board consisting of the Department Head or designee and a designee of the Union. If agreement cannot be reached, then the Township Supervisor shall make the final determination based only on the factors governing the request for eligibility.

d. The emergency man will be paid \$75.00 for each completed three (3) day tour, to be prorated at \$25.00 per

shift in accordance with past practice if he does not complete the entire 3 day tour. Provided, if a paid holiday falls during the three (3) day tour, the emergency man will be entitled to \$30.00 pay per shift per holiday.

e. If actually called out during such emergency tour of duty, the Employee will be paid for all hours actually worked (excluding any travel time to or from the job) at his regular hourly rate, plus any overtime premium otherwise required, but with two (2) hours at the applicable rate guaranteed for each call out.

f. The emergency man will be paid for his emergency tour of duty as specified above, whether or not he is actually called out.

g. The Water and Sewer Department Superintendent will supply the Employees with a two (2) months schedule for the emergency tour of duty.

h. The emergency man will draw a Township vehicle and keep same for his tour of duty.

i. The emergency man will notify the Superintendent and the Township Fire Department where he can be reached at all times during his tour of duty.

Section 2. 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 man, shall limit the number of additional employees

called out on an emergency, to that as operated under past practice.

Section 3. All employees called out on emergencies after 10:00 p.m., Monday through Thursday, and the job lasts more than four (4) hours, but less than six (6) hours, 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 after 10:00 p.m. and the job lasts more than six (6) hours, 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 employees 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.

ARTICLE 31. LONGEVITY PAY

Section 1. For employees hired prior to January 1, 1993, each eligible employee shall receive longevity pay in accordance with the following schedule, in addition to the regular salary. The percentage below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date. Upon completion of three (3) or more continuous years of service with the Township, as of the anniversary date of employment in each year as follows. The employee shall be entitled to the annual longevity payment indicated:

| <u>Years of Continuous Service With The Township</u> | <u>Percent Of Base Pay</u> |
|--|----------------------------|
| Third and fourth year | 1-1/2% |
| Five, six and seven years | 2-1/2% |
| Eight and nine years | 4% |
| Ten, eleven and twelve years | 5% |
| Thirteen and fourteen years | 6-1/2% |
| Fifteen, sixteen and seventeen years | 7-1/2% |
| Eighteen and nineteen years | 9% |
| Twenty years | 10% |

(a) For employees hired after January 1, 1993 each eligible employee shall receive longevity pay in accordance with the following schedule.

| | |
|-----------------------------------|----|
| Fifth through ninth year | 2% |
| Tenth through fourteenth year | 4% |
| Fifteenth through nineteenth year | 6% |
| Twentieth year and above | 8% |

Section 2. Longevity pay shall be payable (in a lump sum payment) to an eligible Employee on the first pay day subsequent to his anniversary date of hire during the term of this agreement. Upon the death or other termination of employment with the Township (excluding layoffs lasting less than six (6) months), of an Employee, he, or his legal representative in the case of death, shall be paid his longevity pay for the current period on a prorata

basis computed from the anniversary hire date to the date of death or retirement as the case may be. For the above purpose, "continuous service" with the Township shall be interrupted by any period of inactive employment lasting in excess of six (6) months, including, without limitation, such a period caused by layoff, unpaid leave of absence, suspension, discharge or quit.

ARTICLE 32. JURY DUTY

Section 1. An Employee who serves on jury duty will be paid the difference between his regular pay and the amount actually received for such jury service, under procedures established by past practice.

Section 2. All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days.

Section 3. If an Employee is released from jury duty for a period of one-half (1/2) a work day or more he is expected to report for work for the balance of that date.

Section 4. Jury duty does not excuse an Employee assigned to the Water & Sewer Department from serving an emergency tour of duty under Article 30 hereof.

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 hired prior to January 1, 1993 will be entitled to health insurance coverage. The insurance coverage will include Blue Cross/Blue Shield preferred provider option; Health Maintenance Organization, a contributory Blue Cross/Blue Shield traditional program or \$1,500.00 as incentive in lieu of Health Insurance.

a. The Blue Cross preferred provider option as per Attachment A.

b. The Health Maintenance Agreements will be as published by Blue Care Network (present option).

c. Members may select the traditional Blue Cross/Blue Shield program as currently existing in the contract dated 30th November 1989 upon payment of the following:

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 first pay check of each month.

d. In its sole discretion, the township may in lieu thereof, provide at least equivalent (hospital-medical-surgical-drug) coverage from another carrier and which will guarantee no loss of coverage or benefits to any employee during any period.

e. Full-time eligible bargaining unit employees electing not to take a health insurance plan of any kind during the annual open enrollment period, may receive an annual sum of \$1,500 dollars to be paid at the end of each calendar year that said employee elects not to have health insurance. The sum will be prorated on a monthly basis for any portion of a calendar year that an employee maintains health insurance.

If married members of the same family work for the township, neither spouse will be entitled to the annual \$1,500 dollar option in lieu of health insurance. Any employee covered by this compensation option will not be allowed to resume health insurance with the township except during the open enrollment period or some future time when his/her insurance coverage is terminated elsewhere, which will allow

the employee to resume coverage with the township the month following his/her completion of a health insurance application and transfer form. Furthermore, only employees who have health insurance elsewhere will be eligible for this plan. The employee must show proof of health insurance elsewhere prior to qualifying for this plan and agree to sign the township insurance waiver form.

f. Employees hired after January 1, 1993 may only receive hospital and medical benefits as determined by the township from the various plans as indicated in 1 a, b, and c above, based on cost to the township.

Section 4. Coverage for an Employee provided in this Article shall terminate upon the layoff, or other termination of employment (except retirement), of the Employee at the end of the month in which the layoff or such termination occurs. Such coverage shall also terminate at the end of the calendar month in which a non-paid leave of absence (continuing after that date) for the Employee begins. The Township will continue coverage for the maximum period thereafter required by law, (or in the case of a non-paid leave of absence, until the end of such leave, if permitted by the carrier involved) provided the Employee pays monthly in advance to the Township, by a date designated by the Township, the full monthly premium cost thereof. The Employer agrees to comply with the requirements of Section 1001, Title X of the Federal Consolidated Omnibus Budget Reconciliation Act and any other Federal or State act affecting unpaid leaves of absence.

Section 5. The hospital medical insurance indicated in Section 3, a or b above will also be provided those employees and

spouses who retire under the employee's retirement plan at prior to age sixty-five (65). The coverage so provided will continue until such retired employee becomes eligible for Blue Cross-Blue Shield M-65 coverage at age sixty-five (65). Retirees and spouse age 65 must file for Medicare and BC/BS M-65 coverage.

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> | |
|---|------------------------|---------------------|-----------------|
| | | <u>EMPLOYEE</u> | <u>TOWNSHIP</u> |
| As indicated in Section 3, a, b, and c. | 10 years and under | 75% | 25% |
| | 11th year thru 15th | 50% | 50% |
| | 16th year 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, c, above at the time of permanent relocation. Retirees who chose to reside in Michigan will have the option of traditional Blue-Cross-Blue-Shield as stated in Section 3, c above.

Section 6. 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 7. The Union is held harmless by the Employer for any action in law, that an Employee may raise under Section 3 e, of this Article. (Article 33)

ARTICLE 34. TERM LIFE INSURANCE

Section 1. a. The Employer will provide each Employee with a term group insurance policy through such insurance company as the Employer may designate in the amount of thirty thousand (\$30,000.00) dollars, with accidental death and dismemberment double indemnity coverage. After the 70th birth date of an active Employee, this coverage shall be reduced to twenty thousand (\$20,000.00) dollars, and further reduced on the employees 75th birth date (if still working) to fifteen thousand (\$15,000.00) dollars. Upon retirement of an employee from employment with the Township, who is eligible for retirement benefits under the Michigan Public Employees Retirement Act, until his death, the employer will continue Group Life Insurance coverage for the retiree (only) with no AD&D coverage, in the amount of fifteen thousand (\$15,000.00) dollars.

b. Providing seventy-five (75%) percent of Local # 1103 eligible members opt to participate, they will be allowed to pay (payroll deduction) for dependent life insurance coverage in the following amounts: Spouse five-thousand (\$5,000.00) dollars. Each child (over fourteen (14) days to nineteen (19) years) Two Thousand (\$2,000.00) dollars. Premiums determined each year by insurance carrier.

Section 2. Coverage for an Employee provided in this Article shall terminate upon the layoff or other termination of employment (except retirement) of an Employee at the end of the month in which the layoff or termination occurs. Such coverage shall also terminate at the end of the calendar month in which a non-paid leave of absence (continuing after that date) for the Employee

begins. Subject to the approval of the insurance carrier involved, the Township will continue coverage for a maximum period of six (6) months thereafter, (or in the case of an unpaid leave of absence, until the end of such leave) provided the Employee pays monthly in advance to the Township by a date designated by the Township, the full monthly premium cost thereof.

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 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 shall assign or otherwise repay the Employer for this period of time.

b. The Employer shall pay the Employee the difference between his Workers' Compensation weekly benefits and his regular pay under Appendices B-1, B-2 or B-3, of this Agreement for the period of his disability not to exceed six (6) calendar months from the date of injury (or onset of the disability) and the days of his disability shall not be credited against his 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 only the required premiums for his hospitalization and term life insurance for an additional period of his disability until he 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.

ARTICLE 36. WORK CLOTHING

Section 1. The Employer will provide for Water and Sewer maintenance and utility workers:

a. eight (8) sets of work uniforms (shirts and pants), and five (5) one (1) pocket t-shirts annually, which will be laundered and maintained by each such Employee at his expense, and replaced in accordance with past practice. In addition, the Assessing Aide shall have the option of a uniform (as outlined above) or a cash payment equal to eight (8) sets of uniforms payable on a annual basis.

b. foul weather gear (raincoat, hat, rubber boots, hipboots, and regular and rubber gloves) when needed, and two (2) Carhart jackets, two (2) pairs of Carhart overalls, on an annual basis. The Township will provide for members of the Inspector and Code Enforcement Officer classification work uniforms and foul weather gear as needed and as supplied in the past.

Section 2. 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 shall reimburse the Township for the cost of the items received at hiring.

Section 4. a. 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 37. TRAVEL EXPENSE REIMBURSEMENT

Section 1. Employees required to use their own car in the pursuit of their duties will receive the following reimbursement on a monthly basis:

Section 2. The Township agrees to pay the amount of mileage which is approved by the Harrison Township Board; however, in no case will it be less than twenty (.20) cents per mile during the term of this Agreement; provided, Employees required to drive 1,500 miles or more each year shall be reimbursed at the rate of twelve (.12) cents per mile and \$130.00 per month for each year required to drive in excess of 1,500 miles by the Employer.

Section 3. All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer. It is agreed that if the Employer provides vehicles, this ARTICLE shall become null and void.

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:

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.

2. Normal retirement age shall be (a) age 55 after completion of eight (8) years of credited service, or (b) completion of thirty (30) years service, whichever is earliest.

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 or until remarriage 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 widow/widower as beneficiary and retired the day prior to his demise.

| COMPLETED TIME IN SERVICE | % OF PENSION BENEFITS |
|---------------------------|-----------------------|
| 8 years thru 10 years | 25% |
| 11 years thru 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 or until remarriage, 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 widow/widower as beneficiary (Refer to 12.341 of Retirement System Resolution)

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.

c. Medical and hospital insurance in accordance with Article 33, Section 5.

d. Medicare reimbursement in accordance with Article 33,

e. Term life insurance, (retiree only) with a death benefit of \$15,000 (without AD & D coverage), in accordance with Article 34, Section 1.

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 and upon the recommendation of the department head.

ARTICLE 40. SALARY SCHEDULES

The Salary Schedules for Employees for each year of their employment with Harrison Township, in the Classifications indicated, expressed in terms of annual salaries and hourly rates, for each year of this Agreement, are set forth in Appendices B-1, B-2 and B-3 hereof. In its sole discretion, the Township Board may hire in a new Employee at higher than the entry level rate and salary category of a classification, because of comparable experience with other employer(s).

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 42. EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall be effective January 1, 1993 and shall remain in force and effect to and including December 31, 1995.

Section 2. In the event either party wishes to terminate this Agreement, it shall give at least sixty (60) days written notice to the other party prior to the termination date. In the event notice is not given, this Agreement shall continue on a year to year basis. The termination date of this Agreement is December 31, 1995.

Section 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Clerk: CURRENT DEPARTMENTS - Clerk's Office, Building Dept., Water and Sewer Department, Assessing Dept.

SUMMARY: A position involving routine clerical typing and general office activities. Typing or use of a work processor or other similar equipment are regular essential duties. Work is performed within established departmental guidelines and under close supervision. A high school education is required, supplemented by courses in typing and commercial subject.

JOB DUTIES:

Depending on the Department to which assigned, employees may perform any or all of the following:

1. Type letters, reports, invoices and other related materials.
2. Answer telephone and respond to routine inquiries; forward other inquiries to supervisor or designated employees.
3. Wait on customers at counter as training and experience warrant.
4. File correspondence, reports and records according to established procedures.
5. Clerk's Office: Will assist on election work as assigned.
6. Operate various office machinery including duplicating machines, addressographs and other specialized equipment.
7. Obtain training in the specialized requirements of the department to which assigned. Such duties may include taking, transcribing and distributing minutes of Board of Appeals and Planning Commission meetings; sending notices of public meetings; making computer entries and corrections to records; writing work orders; send and receive messages over two-way radio.
8. Open and distribute mail.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Account Clerk - **CURRENT DEPARTMENTS:** Treasurer's Office, Water and Sewer, Accounting Department.

SUMMARY: Requires the application of simple principles of bookkeeping and the routine maintenance of financial records. This employee may maintain account ledgers and files, reconcile accounts and process unpaid and overdue accounts. Work is performed under general supervision. Requires high school graduation, supplemented by courses in bookkeeping and general business; six months to one year experience in related duties as set forth below.

JOB DUTIES:

Depending on the Department to which assigned, employees may perform any or all of the following:

1. Process billings and payments of real and personal taxes, weed control, trailer fees and process water and sewer payments (including lateral accounts) and others as required.
 - a. Create payee or vendor accounts and post to them, from records provided by others. (a variety of charges including water and sewer usage, fees assessed, etc.)
 - b. Determine either through hand calculations or computerization the amounts and the recipients of bills.
 - c. Print the bills and mail them.
 - d. Prepare summary reports of billings as specified.
 - e. Post payments manually or by computer to payee or vendor accounts and prepare appropriate summary reports.
 - f. Post corrections to payee or vendor accounts due to cancellations, errors, incorrect estimated billings and the like.
 - g. Identify, prepare and mail notices of delinquent accounts.
 - h. Reconcile monthly central disbursement bank statements.
 - i. Compile Bi-monthly payable list for Board of Trustees.
 - j. Maintain current asset detail for general and fire fund.
2. Perform duties of a cashier by setting up cash register; receiving cash or check payment for a variety of deposits, taxes, fees, permits, sales of merchandise and fines; issuing receipts; clearing cash register and balancing cash drawer(s) at the end of the day.

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 and requests for township services, issuing permits, passes and licenses as approved by authorized personnel, resolving minor conflicts and complaints and referring citizens to others only when necessary to resolve serious problems or receive specific technical services.
4. Maintain basic security of the office and equipment by keeping checks, cash and records in proper drawers or containers, locking equipment and doors, setting alarms.
5. File records of the department in vertical files drawers, journals and ledgers, card files, etc. Filing systems may be alphabetical, numerical or a combination of both.
6. Operate a variety of office equipment including computer terminals and printers, photocopying machines, postal meters, cash registers, typewriters, etc.
7. Perform light typing by completing forms such as purchase requisitions, accounting reports and legal documents.
8. Process and issue receipts for internal transfers of funds from one account to another as directed by authorized personnel.
9. Balance petty cash where appropriate.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Administrative Clerk: CURRENT DEPARTMENTS
Assessing, Building, Water and Sewer Department

SUMMARY: Performs responsible clerical, typing, general office and other record keeping work requiring skillful use of a typewriter and/or computer terminal. May be assigned to any one of the above departments. Employees in this classification exercise independent judgment within established departmental guidelines and under general supervision. Two to three years previous related experience is required.

JOB DUTIES:

Depending on the Department to which assigned, employees may perform any or all of the following:

1. Receive and distribute a variety of information such as personal property forms, site plans, meeting agendas and materials, notices of public meetings, minutes, work orders, violation notices, court citations, delinquent bills, etc. Distribute through mails or internal channels such as employee mailboxes.
2. Schedule a variety of meetings, appointments, examinations, and court dates, and record on township and office calendars.
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 and requests for services, issuing permits, and licenses as approved by authorized personnel, resolving minor conflicts and complaints and referring citizens to others only when necessary to resolve serious problems or receive specific technical services.
4. Type a variety of material provided by others, including permits, correspondence, forms, reports, bills, requisitions and statistics.
5. Sort, file and retrieve from files a variety of information such as appeals of Ordinance cases, surveys, locations of township water and sewer lines, marinas, apartments and alarms, etc. Files may be manual (index files, folders, meter boxes, etc.) or computerized.
6. Create and change a variety of records such as fees and bonds, building permits, assessments, attendance, water shut-offs, licenses issued and revoked, etc.

7. Verify accuracy or completeness of information by checking one source against another, such as site plans submitted against plan requirements, property descriptions against sidwell numbers for annual tax roll. Make corrections according to specific directions, or report discrepancies to others.
8. Operate a variety of office machinery such as typewriters, duplicating machines, adding machines, postage meters, Miss Dig teletype, computer terminals, two-way radio and word processors; perform minor adjustments and replenish consumables such as paper and ink.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Accounting Bookkeeper

SUMMARY: Performs the more responsible bookkeeping and complex clerical work involving posting to and maintaining journals and ledgers, preparing and entering adjustments and performing other responsible record keeping work requiring speed, knowledge and a specialized knowledge of departmental practices and procedures. Also prepares and compiles reports, records and correspondence. Three to five years experience in bookkeeping and clerical work is required.

JOB DUTIES:

PAYROLL/PERSONNEL:

1. Create payroll and personnel files for every employee and keep these files current and in a secure filing cabinet.
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.
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 and food, uniform and other allowances.
4. Issue paychecks by processing time sheets or other reports, verifying hours worked and operating computerized equipment which prints checks.
5. Prepare manually or through computer operation a variety of personnel and payroll reports, including actuarial information for pension boards, estimated future benefit and salary costs, reports to local, state and federal agencies, workers compensation reports, and annual W-2, 1099 and other appropriate reports of annual earnings.
6. 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.
7. Communicate with employees by answering inquiries regarding payroll or personnel matters.

ACCOUNTS PAYABLE/RECEIVABLE

1. Post revenues to the general ledger through manual or computerized methods from records and reports supplied by

others such as daily sheets from treasurer's office, bank statements, state and federal aid payments and other receipts; perform internal control operations to verify accuracy of certain records as prescribed; correct accounts as outlined in the state accounting manual.

2. Post receipts and disbursements from a number of individual accounts such as site plans, construction permits, performance bonds, postage, special assessments, etc.
3. Prepare and mail invoices for payment for services rendered to a variety of customers.
4. Compile data and prepare monthly financial reports for the Board of Trustees.
5. Maintain records of employees and firefighters pension and issue monthly checks to retirees.

COMMON DUTIES

1. Cooperate and confer directly with external auditors by locating, coordinating and summarizing back-up material as required.
2. Perform light typing of forms, invoices, requisitions and occasional correspondence.
3. Prepare a variety of materials in connection with the preparation and monitoring of budgets, such as summary reports, graphs, worksheets and duplicated records.
4. Operate computer systems which have been established to carry out the functions of assigned department by signing systems on and off; assisting programmers in developing software for the system, providing training to others;
5. Communicate with the public in person or by telephone in a friendly, helpful and professional manner by providing information on both township policy and procedures, resolving problems and disputes, initiating communication, oral and written, when necessary, and generally serving as representative of the department head or executive to whom reporting.

6. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Elections Clerk

SUMMARY: Performs procedural and clerical duties all under the general direction of the Clerk or the Deputy Clerk. Work involves a considerable variety of clerical tasks and public contacts. Prepares correspondence on own initiative, makes appointments, screens calls, and sets up elections. Requirements include three (3) to five (5) years related experience, and a high school education, (or G.E.D.), post high school education in communications, work processing and computer skills.

1. Schedule elections and meeting 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 or register voters. Make corrections accordingly to specific directions or report discrepancies to others.
7. Operate a variety of office machinery such as typewriter, duplicating machines, adding machines, postage meters, computer terminals and word processor, perform minor adjustments and replenish consumables such as paper and ink, etc.
8. Type a variety of correspondence and other documents pertaining to the election and voting processes.

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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Department Secretary: CURRENT DEPARTMENTS
Building, Water & Sewer and Fire Department

SUMMARY: Performs secretarial and clerical duties under the general direction of a department administrator or executive. May be assigned to any of the above departments. Work involves a considerable variety of clerical tasks and public contacts. Takes and transcribes dictation, prepares correspondence on own initiative, makes appointments and screens calls or visitors. Requirements include three to five years secretarial experience and a high school education; post high school education in communication, word processing and business or office management desirable.

JOB DUTIES:

Depending on the Department to which assigned, employee may perform any or all of the following:

1. Type a variety of correspondence from the office, including dictated material and self-initiated correspondence for Department Head or Chiefs' signature, quickly and with high accuracy.
2. Type information on a variety of forms which involve significant transactions between the township and other agencies, clients, vendors, courts, etc., send forms in a timely fashion to avoid overdue penalties or jeopardize township operations.
3. Evaluate a variety of documents, submitted by the public, such as blueprints, applications for licenses, appeals, etc. to see if they meet prescribed standards, work with the public in making necessary corrections, and call remaining problems to the attention of supervisors.
4. Schedule all meetings, inspections, travel and other business-related appointments for Department Head or Chief and others in the office, communicate these schedules to others when appropriate; maintain a "tickler file" of important, recurring dates.
5. 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.
6. Issue a variety of licenses, permits following prescribed eligibility guidelines.

7. Provide an internal control for the township by posting fees paid for bonds, licenses and permits and reconciling with other departments' records on monthly basis.
8. Communicate with the public and other departments in person and/or by telephone in a friendly, helpful and professional manner by providing information, helping citizens complete forms and request for services, issuing permits, passes and licenses as approved by authorized personnel, resolving minor conflicts and complaints and referring citizens to others only when necessary to resolve serious problems or receive specific technical services.
9. Fire Department: Prepare monthly ambulance bills.
10. Fire Department: Act as recording secretary for Firemen's Pension Board together with other related duties.
11. Building Department: Scheduling of Condemnation hearings as well as taking, transcribing and distributing minutes of Condemnation hearing meetings.
12. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Water and Sewer Bookkeeper

SUMMARY: Responsible for performing advanced bookkeeping and clerical work and directs the work of other clerical employees including the assignment and scheduling of work. Reports to a department administrator or Superintendent. Requires three to five years increasingly responsible experience in a related environment.

JOB DUTIES:

1. Operate computer systems which have been established to carry out the functions of assigned department by signing systems on and off; assisting programmers in developing software for the system; providing training to others;
2. Confer directly with and coordinate information-gathering for outside auditors.
3. Schedule the work flow of various water and sewer functions including bills, postings, payments and reports to insure that deadlines are met, that timely receipts of revenues are assured and that penalties for late payments of bills are avoided.
4. Communicate with the public in person or by telephone in a friendly, helpful and professional manner by providing information on both township policy and procedures, resolving problems and disputes, initiating communication, oral and written, when necessary, and generally serving as representative of the department head or executive to whom reporting.
5. Communicate with and respond to water and sewer inquiries from other governmental agencies such as local, state and federal governments, courts, regulatory agencies and Selfridge ANG.
6. Perform or directs the preparation of monthly and year-end closings and balancing of accounts.
7. Perform a variety of water and sewer functions such as posting, receipting, invoicing, report generating, filing, preparation of work orders, sending and receiving messages over two-way radio.
8. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Code Enforcement Officer

SUMMARY: Perform inspections and evaluate activities relating to the existing environment; responsibilities for the enforcement and compliance of Township codes and ordinances; respond to citizen complaints and take appropriate action for resolution. Work is performed under the general supervision of the Building Official.

JOB DUTIES:

1. Investigate violations of property maintenance, blight, litter, rubbish, debris and unlicensed or abandoned vehicles on private property while in the field and by complaints.
2. Investigate miscellaneous complaints.
3. Enforce sign ordinance relating to banners, portable and temporary signs.
4. Take appropriate action to enforce codes and ordinances.
5. Ability to recognize rodent harborage and their characteristics with respect to feeding habits and diseases carried and prescribed safe methods of extermination.
6. Persuade homeowners, tenants and others to maintain or improve their property.
7. Verify property location and ownership through an appropriate search of public records and documents.
8. Conduct follow-up inspections to insure compliance with codes and ordinances.
9. Consult with Township's Attorney for the purpose of legal interpretation of ordinances, swearing out warrants and setting trial dates as required. Ability to testify in court and maintain detailed records for court appearances.
10. Maintain records of all contacts and action taken on each inspection.
11. Perform related office work essential to the completion of the inspection.
12. Desirous that this employee possess building experience.
13. Shovel snow from around the township office building on a rotating basis with other employees.
14. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Assessing Aide

SUMMARY: 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.

JOB DUTIES:

1. Perform on-site inspections of residential, commercial and 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 of work.
7. Examine income tax statements and cost records for verification of personal property reports.
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.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Administrative Aide: Current Departments
Water & Sewer and Building

SUMMARY: Perform a variety of secretarial duties. Work involves a considerable variety of clerical tasks and public contacts. Takes and transcribes dictation, prepares correspondence on own initiative, makes appointments and screens calls or visitors. Requirements include three to five years secretarial experience and a high school education; post high school education in communication, word processing and business or office management desirable.

JOB DUTIES:

Depending on the Department to which assigned, employee may perform any or all of the following:

1. Type a variety of correspondence from the office, including dictated material and self-initiated correspondence for Department Head or Chief's signature, quickly and with high accuracy.
2. Type information on a variety of forms which involve significant transactions between the township and other agencies, clients, vendors, courts, etc., send forms in a timely fashion to avoid overdue penalties or jeopardize township operations.
3. Evaluate a variety of documents, submitted by the public, such as blueprints, applications for licenses, appeals, etc. to see if they meet prescribed standards, work with the public in making necessary corrections, and call remaining problems to the attention of supervisors.
4. Schedule all meetings, inspections, travel and other business-related appointments for Department Head or Chief and others in the office, communicate these schedules to others when appropriate; maintain a "tickler file" of important, recurring dates.
5. 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.
6. Issue a variety of licenses, permits following prescribed eligibility guidelines.

7. Provide an internal control for the township by posting fees paid for bonds, licenses and permits and reconciling with other departments' records on monthly basis.
8. Communicate with the public and other departments in person and/or by telephone in a friendly, helpful and professional manner by providing information, helping citizens complete forms and request for services, issuing permits, passes and licenses as approved by authorized personnel, resolving minor conflicts and complaints and referring citizens to others only when necessary to resolve serious problems or receive specific technical services.
9. Building Department: Responsible for establishing and maintaining complete functions within the general office, including but not limited to, daily work schedules of other clerical personnel.
10. Building Department: Record all departmental employee's (including Department Head) time worked on a daily basis, including on duty hours, vacation hours and sick hours.
11. Building Department: It shall be the responsibility of the Administrative Aide, when clerical positions become vacant, to interview prospective applicants on a timely basis and recommend to the Department Head, the individual to fill such vacancy.
12. Building Department: Scheduling of Condemnation hearings as well as taking, transcribing and distributing minutes of Condemnation Hearing meetings.
13. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Maintenance Worker

SUMMARY: This is an entry-level position which may lead to appointment as a Utility Worker. Performs a variety of unskilled, manual tasks requiring physical strength and coordination. Follows simple routines under direct supervision during the construction, repair and maintenance of township facilities, principally in the water and sewer department. May use basic hand and power tools, and receive training in operating heavy equipment.

JOB DUTIES:

1. Assist work crews in repairing water main leaks and breaks by digging, lifting, chipping, operating equipment, backfilling, pouring cement, leveling and cleaning up work site when finished.
2. Learn to install water services, repair township property such as hydrants, pumps and pipes, replace and repair defective machine parts in equipment.
3. Learn to operate heavy machinery such as backhoes, trucks, sewer cleaners and a variety of power hand tools.
4. Install new water services to customers from the street to the property line, installing and maintenance of meters in the house.
5. Read and record the readings from a variety of meters.
6. Remove, repair and replace defective parts of equipment such as fire hydrants, valves, pumps, and perform minor repairs, which they are qualified to perform, to operating machinery, vehicles, tools and fences.
7. Operate machinery such as backhoes, trucks, sewer cleaners and a variety of power hand tools.
8. Lift and move a variety of objects including furniture, voting machines, sandbags, snow, pipes, equipment.
9. Plow snow during winter months.
10. Set up parks for summer and close them for winter; perform maintenance duties at parks.
11. Perform landscaping as required, including laying sod, planting trees and shrubs, moving earth.
12. Act in an emergency stand-by capacity on a rotating basis as provided in labor contract or work rules.
13. Investigate complaints regarding plumbing from citizens, and cooperate as necessary with the County Health Department on problems or potential health hazards.

14. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Utility Worker

SUMMARY: Employees in this classification perform a variety of semi-skilled operations involving physical exertion, operation of machinery, equipment maintenance and repair, and quality control. They repair and maintain township facilities primarily in the water and sewer department. Two years of previous experience in the classification of maintenance worker is required. Certification in water distribution desirable.

JOB DUTIES:

1. Maintain water and sewer lines by repairing leaks and breaks by discovering the site of the break, uncovering the break, repairing or replacing pipe as required, backfilling and repairing road surfaces if necessary.
2. Install new water services to customers from the street to the property line, installing and maintenance of meters in the house.
3. Read and record the readings from a variety of meters.
4. Remove, repair and replace defective parts of equipment such as fire hydrants, valves, pumps, and perform minor repairs, which they are qualified to perform, to operating machinery, vehicles, tools and fences.
5. Operate machinery such as backhoes, trucks, sewer cleaners and a variety of power hand tools.
6. Lift and move a variety of objects including furniture, voting machines, sandbags, snow, pipes, equipment.
7. Plow snow during winter months.
8. Set up parks for summer and close them for winter; perform maintenance duties at parks.
9. Perform landscaping as required, including laying sod, planting trees and shrubs, moving earth.
10. Act in an emergency stand-by capacity on a rotating basis as provided in labor contract or work rules.
11. Make rough and final underground inspections for water and sewer lines up to the building.
12. Investigate complaints regarding plumbing from citizens, and cooperate as necessary with the County Health Department on problems or potential health hazards.
13. Review and alter when necessary, plans and specifications for new and existing construction.

14. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Building Inspector

SUMMARY: Inspects all new building construction from foundation to final completion of project, including heating and air conditioning. Also investigates complaints of ordinance violations on existing buildings. Position requires state licensing in building, heating and air conditioning, acquiring and maintaining an Inspectors Registration Certificate from the Michigan Department of Labor, plus three to five years on the job training in the building trades.

JOB DUTIES:

1. Conduct physical inspections of buildings at various stages of construction to determine if B.O.C.A. building and safety codes are being met; report all results to supervisor and department personnel, so they can notify builders.
2. Communicate with builders and homeowners in a friendly, cooperative and professional manner to explain code requirements, answer questions, and obtain compliance with zoning requirements.
3. Make annual inspections of all trailer parks.
4. Appear in Court when necessary to represent the interests of the township.
5. Answer telephone and walk-in inquiries on codes, ordinances and zoning requirements, as well as complaints about related township services as assigned (i.e., weeding, dyking, etc.).
6. Shovel snow from around the township office building on a rotating basis with other employees.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Plumbing Inspector

SUMMARY: Perform physical inspections of plumbing, water and sewer, and heating and air conditioning installations to determine whether they meet state plumbing code requirements, all local ordinances, Board of Health and Fire Marshal requirements. Supervises inspections done by others. Must possess a state plumbing license, plumbing inspector license, heating and air conditioning license, and must acquire and maintain an Inspectors Registration Certificate from the Michigan Department of Labor.

JOB DUTIES:

1. Perform a variety of on-site inspections including buildings prior to sewer connections to determine adequate traps and vents have been installed; well-water systems to assure no cross-connections to municipal water system; abandoned septic tanks; fire sprinkling and lawn sprinkling systems; 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. Enforce backflow prevention ordinance (#117), and submit copies of inspections to State Department of Health.
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. Communicate with public, contractors and other agencies by telephone letter and in person in a helpful, professional manner by answering questions, offering advice and assisting others in complying with plumbing codes.
9. Shovel snow from around the township office building on a rotating basis with other employees.

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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Electrical Inspector

SUMMARY: Perform physical inspections of all electrical installations, repairs and additions, as well as electrical equipment, to determine whether it meets established electrical codes. Take steps necessary to bring violations within standards. Must have Master Electricians License by state examination, show evidence of having completed electrical apprentice training program, and must secure and maintain an Inspectors Registration Certificate from Michigan Department of Labor.

JOB DUTIES:

1. Make physical inspections of all electrical installations in new construction, all repairs and additions in existing construction, fire damaged buildings and electrical equipment when requested by Fire Department.
2. Determine compliance with established electrical codes and record findings on prescribed forms; communicate findings to owner, office personnel and supervisor.
3. Advise contractors and homeowners how to make corrections so that installations will comply with codes.
4. Attend regular meetings of various electrical organizations to remain abreast of changes in codes, licensing methods, procedures, etc.
5. Act as examiner for license applicants.
6. Serve as a member of the township Electrical Board.
7. Assist other employees in the Building and Ordinance Department as necessary.
8. Shovel snow from around the township office building on a rotating basis with other employees.
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.

APPENDIX "B-1"
EFFECTIVE JANUARY 1, 1993

| | <u>START</u> | <u>ONE YEAR</u> | <u>TWO YEAR</u> | <u>THREE YEAR</u> |
|--|--------------|-----------------|-----------------|-------------------|
| Clerk | \$22,651.20 | \$24,585.60 | \$25,251.20 | \$25,896.00 |
| Hourly Rate | 10.89 | 11.82 | 12.14 | 12.45 |
| Accounting Clerk Administrative Clerk | \$23,670.40 | \$25,667.20 | \$26,478.40 | \$27,227.20 |
| Hourly Rate | 11.38 | 12.34 | 12.73 | 13.09 |
| Accounting Bookkeeper Elections Clerk Dept. Secretary | \$24,648.00 | \$26,707.20 | \$27,497.60 | \$28,267.20 |
| Hourly Rate | 11.85 | 12.84 | 13.22 | 13.59 |
| W/S Bookkeeper | \$25,188.80 | \$27,206.40 | \$28,017.60 | \$28,787.20 |
| Hourly Rate | 12.11 | 13.08 | 13.47 | 13.84 |
| Maint. Worker | \$25,168.00 | \$27,227.20 | 27,227.20 | 27,227.20 |
| Hourly Rate | 12.10 | 13.09 | 13.09 | 13.09 |
| Utility Worker | ----- | ----- | \$28,537.60 | \$29,307.20 |
| Hourly Rate | ----- | ----- | 13.72 | 14.09 |
| *Administrative Aide | \$26,686.40 | \$28,704.00 | \$29,515.20 | \$30,284.80 |
| Hourly rate | 12.83 | 13.80 | 14.19 | 14.56 |
| Code Enforcement Officer | \$26,873.60 | \$29,036.80 | \$30,035.20 | \$30,912.00 |
| Hourly rate | 12.92 | 13.96 | 14.44 | 14.90 |
| Assessing Aide | \$27,788.80 | \$29,952.00 | \$30,888.00 | \$31,803.20 |
| Hourly rate | 13.36 | 14.40 | 14.85 | 15.29 |
| Electrical Insp. Building Insp. Plumbing Insp. | \$28,184.00 | \$30,472.00 | \$31,532.80 | \$32,552.00 |
| Hourly rate | 13.55 | 14.65 | 15.16 | 15.65 |

*Subject to the terms and conditions as set forth in the letter agreement between AFSCME Local 1103 and the Township executed in conjunction with the ratification with this Contract.

APPENDIX "B-2"
EFFECTIVE JANUARY 1, 1994

| | <u>START</u> | <u>ONE YEAR</u> | <u>TWO YEAR</u> | <u>THREE YEAR</u> |
|--|--------------|-----------------|-----------------|-------------------|
| Clerk | \$23,774.40 | \$25,708.80 | \$26,374.40 | \$27,019.20 |
| Hourly Rate | 11.43 | 12.36 | 12.68 | 12.99 |
| Accounting Clerk Administrative Clerk | \$24,793.60 | \$26,790.40 | \$27,601.60 | \$28,350.40 |
| Hourly Rate | 11.92 | 12.88 | 13.27 | 13.63 |
| Accounting Bookkeeper Elections Clerk Dept. Secretary | \$25,771.20 | \$27,830.40 | \$28,620.80 | \$29,390.40 |
| Hourly Rate | 12.39 | 13.38 | 13.76 | 14.13 |
| W/S Bookkeeper | \$26,312.00 | \$28,329.60 | \$29,140.80 | \$29,910.40 |
| Hourly Rate | 12.65 | 13.62 | 14.01 | 14.38 |
| Maint. Worker | \$26,291.20 | \$28,350.40 | 28,350.40 | 28,350.40 |
| | 12.64 | 13.63 | 13.63 | 13.63 |
| Utility Worker | ----- | ----- | \$29,660.80 | \$30,430.40 |
| Hourly Rate | ----- | ----- | 14.26 | 14.63 |
| *Administrative Aide | \$27,809.60 | \$29,827.20 | \$30,638.40 | \$31,408.00 |
| Hourly rate | 13.37 | 14.34 | 14.73 | 15.10 |
| Code Enforcement Officer | \$27,996.80 | \$30,160.00 | \$31,158.40 | \$32,115.20 |
| Hourly rate | 13.46 | 14.50 | 14.98 | 15.44 |
| Assessing Aide | \$28,912.00 | \$31,075.20 | \$32,011.20 | \$32,926.40 |
| Hourly rate | 13.90 | 14.94 | 15.39 | 15.83 |
| Electrical Insp. Building Insp. Plumbing Insp. | \$29,307.20 | \$31,595.20 | \$32,656.00 | \$33,675.20 |
| Hourly rate | 14.09 | 15.19 | 15.70 | 16.19 |

*Subject to the terms and conditions as set forth in the letter agreement between AFSCME Local 1103 and the Township executed in conjunction with the ratification with this Contract.

APPENDIX "B-3"
EFFECTIVE JANUARY 1, 1995

| | <u>START</u> | <u>ONE YEAR</u> | <u>TWO YEAR</u> | <u>THREE YEAR</u> |
|--|--------------|-----------------|-----------------|-------------------|
| Clerk | \$24,939.20 | \$26,873.60 | \$27,539.20 | \$28,184.00 |
| Hourly Rate | 11.99 | 12.92 | 13.24 | 13.55 |
| Accounting Clerk Administrative Clerk | \$25,958.40 | \$27,955.20 | \$28,766.40 | \$29,515.20 |
| Hourly Rate | 12.48 | 13.44 | 13.83 | 14.19 |
| Accounting Bookkeeper Elections Clerk Dept. Secretary | \$26,936.00 | \$28,995.20 | \$29,785.60 | \$30,555.20 |
| Hourly Rate | 12.95 | 13.94 | 14.32 | 14.69 |
| W/S Bookkeeper | \$27,476.80 | \$29,494.40 | \$30,305.60 | \$31,075.20 |
| Hourly Rate | 13.21 | 14.18 | 14.57 | 14.94 |
| Maint. Worker | \$27,456.00 | \$29,515.20 | \$29,515.20 | \$29,515.20 |
| | 13.20 | 14.19 | 14.19 | 14.19 |
| Utility Worker | ----- | ----- | \$30,825.60 | \$31,595.20 |
| Hourly Rate | ----- | ----- | 14.82 | 15.19 |
| *Administrative Aide | \$28,974.40 | \$30,992.00 | \$31,803.20 | \$32,572.80 |
| Hourly rate | 13.93 | 14.90 | 15.29 | 15.66 |
| Code Enforcement Officer | \$29,161.60 | \$31,324.80 | \$32,323.20 | \$33,280.00 |
| Hourly rate | 14.02 | 15.06 | 15.54 | 16.00 |
| Assessing Aide | \$30,076.80 | \$32,240.00 | \$33,176.00 | \$34,091.20 |
| Hourly rate | 14.46 | 15.50 | 15.95 | 16.39 |
| Electrical Insp. Building Insp. Plumbing Insp. | \$30,472.00 | \$32,760.00 | \$33,820.80 | \$34,840.00 |
| Hourly rate | 14.65 | 15.75 | 16.26 | 16.75 |

*Subject to the terms and conditions as set forth in the letter agreement between AFSCME Local 1103 and the Township executed in conjunction with the ratification with this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day, date and year first above written at the Charter Township of Harrison, Macomb County, Michigan.

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN

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

By *Pamela A. Weeks*
Pamela A. Weeks, Supervisor

By *William H. Kinney*
William H. Kinney, President

By *Kathleen M. Lyon*
Kathleen M. Lyon, Clerk

By *Mary Kay Case*
Mary Kay Case, Vice President

By *Steven G. Verbrugge*
Steven G. Verbrugge, Treasurer

By *Mary Wehrwein*
Mary Wehrwein, Steward

By *Wayne Hofmann*
Wayne Hofmann, Steward

By *Karen Warner*
Karen Warner, AFSCME
Council Representative

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 1st day of October, 1993, shall be made part of the Collective Bargaining Agreement (CBA) for January 1, 1993 to December 31, 1995 and attached thereto.

1. A salary classification entitled "Administrative Aide" has been created in the Building Department, effective March 13, 1990 which will be filled by Employee Diane Romanoski. The classification will continue in existence, however, only for so long as Mrs. Diane Romanoski remains an active employee of the Township working in that department. Upon her retirement or other termination from the employment with the Township, the classification will no longer remain in existence, and the job will be assigned to an employee, through proper bidding procedures, and be designated as department secretary.
2. In relation to Article 29 - Overtime Premium, Section 1 (D) and Article 30 - Emergency Tour of Duty, Section 3, it is not the intent of Local #1103 and the Charter Township of Harrison, to allow the pyramiding of benefits, when an employee is called out on an emergency as so indicated in Section 3, Article 30. In cases where an employee is called out on an emergency, and is entitled to regular time off, said employee shall be given the option (if continuing work in excess of twelve (12) hours in a twenty-four (24) hour period) of the four (4) hours pay as indicated in Article 29, Section 1(D) or the appropriate hours off on his next regularly scheduled work shift as indicated in Article 30, Section 3.

It is further understood, that the Superintendent of the Water and Sewer Department shall determine if scheduling will permit less than four (4) employees being on duty at all times.

3. A salary classification entitled "Administrative Aide" has been created effective July 1, 1986, which will be filled by Employee Marilyn Trombley. The classification has been established because of the specialized and unique functions of the job Mrs. Trombley performs in assisting the Superintendent of the Township Water and Sewer Department in the operational supervision of that Department. The functions and responsibilities of the classification will be identical with those now being performed by Mrs. Trombley in her present position. The classification will continue in existence, however, only for so long as Mrs. Trombley remains an active employee of the Township working in that Department. Upon her retirement or other termination from the employment with the Township, the Classification will no longer remain in existence, and that job will be assigned to an employee in the Department Secretary or Water and Sewer Bookkeeper Classification.
4. 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.

5. Notwithstanding Appendices B-1, B-2, and B-3 of the new Agreement, the specific salary (and hourly) rates of the following employees (so long as they remain in their present Classifications) shall be as follows during the life of such new CBA:

N. Wilton (as Administrative Clerk)

| | |
|--------------------------------------|-------------|
| January 1, 1993 to December 31, 1993 | \$27,768.00 |
| Hourly Rate | \$ 13.35 |
| January 1, 1994 to December 31, 1994 | \$28,891.20 |
| Hourly Rate | \$ 13.89 |
| January 1, 1995 to December 31, 1995 | \$30,056.00 |
| Hourly Rate | \$ 14.45 |

6. In the new Collective Bargaining Agreement (CBA) effective July 1, 1986, Water and Sewer Department maintenance and utility employees were given an additional twenty-five cents (\$0.25) an hour over the life of the CBA to compensate them for the fact they receive only a one-half (1/2) hour unpaid lunch period each workday while other employees in the bargaining unit receive an hour for lunch each workday, of which one-half (1/2) hour is paid. In consideration of this additional twenty-five cents (\$0.25) per hour salary rate increase, the Union agrees that in all subsequent negotiations with the Township, it will not request any changes in the new CBA definition of the regular workday (i.e. any extension of lunch period) for Water and Sewer Department maintenance and utility employees, and it hereby waives any future requirement or obligation on the part of the Township to engage in collective bargaining over the terms and provisions of Section I of Article 28 of the new CBA.
7. DISABILITY AND SICK BENEFITS: Providing an employee receives Disability and/or Sick Payments from the insurance carrier, the Township agrees to make payment to the employee, an amount equal to twenty (20%) per cent of all payments received from the insurance carrier. Payment to the employee to be made on a monthly basis, and determined from reports received by the Township, from the insurance carrier.

SAFETY CLAUSE

8. Section 1. A Safety Committee shall be established and composed of six (6) members, three (3) shall be elected by the Union from A.F.S.C.M.E., Local 1103 membership and three (3) from management, including the Controller, Fire

Chief and one (1) representative from the Board of Trustees. The Chairperson shall rotate between Labor and Management each fiscal year. The Committee will meet when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the Township has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions.

Section 2. The Township shall consider the personal safety of the employees in establishing operational procedures.

Section 3. The Employee has the right to survey the workplace and investigate accidents, hazards and work practices during working hours, the right to accompany OSHA inspectors on paid work time, the right to receive all Township health and safety records, and to request immediate management response in regard to a possible shut down at any unsafe operation.

Section 4. In the interest of safety - all Harrison Township trucks shall be striped with fluorescent strips. The strips will be placed along the front, back and sides of the vehicles.

9. An Insurance Committee shall be established and composed of two (2) members of Union and two (2) members of Management. The Committee will meet for the purpose of researching medical and other insurance coverages in preparedness for future contract negotiations. This Committee shall arrange all meetings after work hours.
10. A Reclassification Committee will be established immediately after the signing of this Contract. The Committee shall perform the following and return to the Bargaining table within ninety (90) days:
 1. Study job descriptions.
 2. To evaluate job functions and responsibilities.

This Committee will be composed of not more than three (3) members appointed by the Union and Supervisor Pamela Weeks. Upon conclusion of the study, the Negotiating Committee for the Union and Management will return to the Negotiation Table for a discussion and reopener, if necessary, on classifications and possible wage adjustments.

CHARTER TOWNSHIP OF HARRISON

MACOMB COUNTY, MICHIGAN

By *Pamela A. Weeks*
Pamela A. Weeks, Supervisor

By *Kathleen M. Lyon*
Kathleen M. Lyon, Clerk

By *Steven G. Verbrugge*
Steven G. Verbrugge, Treasurer

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

By *William H. Kinney*
William H. Kinney, President

By *Mary Kay Case*
Mary Kay Case, Vice President

By *Mary Wehrwein*
Mary Wehrwein, Steward

By *Wayne Hofmann*
Wayne Hofmann, Steward

By *Karen Warner*
Karen Warner, AFSCME
Council Representative

LETTER OF UNDERSTANDING

RETROACTIVE PAY

It is agreed that each member of the bargaining unit will be paid retroactive to January 1, 1993 for all hours paid and longevity (if applicable) at the appropriate rate of pay.

HOLIDAYS

It is agreed that the three working days between Christmas Day and New Years Eve will be observed in 1993, even though Lincoln's Birthday and Washington's birthday have already been observed. On January 1, 1994, the holiday schedule will be as stated in the Union Contract in Article 27.

RETIREE M-65 INSURANCE COVERAGE

The Township agrees that it will provide M-65 complimentary Blue Cross to all eligible retirees at no cost to the retiree, provided the retiree completed at least eight (8) years of service.

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN

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

By *Pamela A. Weeks*
Pamela A. Weeks, Supervisor
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By *Mary Wehrwein*
Mary Wehrwein, Steward
By *Wayne Hofmann*
Wayne Hofmann, Steward
By *Karen Warner*
Karen Warner, AFSCME
Council Representative

LETTER OF UNDERSTANDING

This Settlement Agreement will resolve the dispute between AFSCME, Local 1103 ("AFSCME") and the Charter Township of Harrison has entered into the 24th day of September, 1993. The parties agree as follows:

1. The Charter Township of Harrison agrees they shall not employ or utilize any "independent contractors" to perform work covered by the collective bargaining agreement, performed by employees represented by AFSCME or otherwise within the jurisdiction of AFSCME.

2. The Charter Township of Harrison agrees that no later than January 3, 1994 it will fill the position of Electrical Inspector with an employee who shall be part of AFSCME's bargaining unit. That position will be filled by either the current so-called "independent contractor" or any other suitable individual and that person will be in the bargaining unit and be treated as an employee. The Employer will no longer utilize any independent contractors as Electrical Inspectors or otherwise after January 3, 1994.

3. In addition, the Charter Township of Harrison agrees that it will no longer employ any so-called "independent contractors" to perform the work of the Plumbing Inspector after January 3, 1994 and shall fill the position of Plumbing Inspector with an employee who shall be in the bargaining unit.

4. Upon the filling of those positions on or before January 3, 1994, and the cessation of the use of any independent contractor by the Township, the Union shall withdraw the unfair labor practice charge filed with the Michigan Employment Relations Commission, Case No. C92-G-138.

5. The Letter of Understanding dated December 15, 1992 concerning the Electrical Inspector position is null and void. The position of Electrical Inspector shall not include the functions of Building Inspector.

6. During the term of the 1993 to December 1995 collective bargaining agreement, the Charter Township of Harrison agrees that it will not change the health insurance carrier, currently Blue Cross/Blue Shield, unless mutually agreed to in writing by the AFSCME and the Township.

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN

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

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Pamela A. Weeks, Supervisor

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Steven G. Verbrugge, Treasurer

By *Mary Wehrwein*
Mary Wehrwein, Steward

By *Wayne Hofmann*
Wayne Hofmann, Steward

By *Karen Warner*
Karen Warner, AFSCME
Council Representative

HARRISON TOWNSHIP

ATTACHMENT A

BLUE CROSS/BLUE SHIELD P P O COVERAGE

GROUP #18956-002

| Certificate/Rider | Number | Benefit Description |
|--|--------|---|
| Comprehensive Hospital Care Certificate | 0959 | Basic hospital services are covered at 100% of the BCBSM payment amount when received by participating hospitals or approved facilities. Coverage is provided for: <ul style="list-style-type: none"> n 120 inpatient days for general medical conditions n 30 inpatient days for mental health care n inpatient hospital services n outpatient hospital care |
| Rider D45NM | 2288 | Increases the number of inpatient hospital days to 365 days for general medical conditions and 45 days for mental health care. |
| Rider HMN, Hospital Medical Necessity | 5227 | Defines hospital medical necessity. |
| Rider PTB, Pulmonary TB Days | 5687 | Eliminates day limits on inpatient treatment of pulmonary tuberculosis (TB) and defines this illness as a general medical condition. |
| MVF-1 Certificate | 1879 | Basic medical and surgical care by a physician including laboratory, pathology, diagnostic radiology, and therapeutic radiology. |
| Rider FAE-RC, Emergency First Aid | 0218 | Initial examination and treatment of emergency first aid and life-threatening medical emergencies. |
| Rider ML, Waiver of Member Liability | 1892 | Waives the member liability of \$5 or 10% (whichever is greater) for laboratory, pathology, and radiology services. |
| Rider PLUS-15, Prudent Laboratory Use System | 6701 | Converts laboratory benefits under a traditional plan to a Preferred Provider Organization (PPO) plan. Services received by non-network providers are subject to a 15% sanction. Benefits are also subject to Rider ML if included under a group's coverage. |
| Rider BMT, Bone Marrow Transplants | 4398 | Bone marrow transplant benefits for specific conditions. Donors must meet genetic marker criteria. Requires prior approval by BCBSM. |

| | | |
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| Rider CNM, Certified Nurse Midwife | 6600 | Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or BCBSM approved birthing center. Pre- and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage. |
| Rider COB-3, Coordination of Benefits | 0540 | Coordinates the benefits provided by BCBSM with benefits available to a member under another health benefit plan. |
| Rider FC, Family Continuation | 4655 | Continuation of group coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met. An additional charge per contract will apply. |
| Rider GLE-1, General Limitations and Exclusions | 9930 | Excludes benefits for services, care, devices, or supplies considered experimental or research in nature. |
| Rider HCB-1, Hospice Care Benefits | 7021 | Specific hospice care benefits for terminally ill individuals when certain conditions are met and services are provided in an approved hospice program. |
| Rider PPNV-1, Pre- and Post-natal Visits | 4639 | Physician care benefits for pre- and post-natal care visits. |
| Rider RAPS, Reimbursement Arrangement for Professional Services | 7469 | Establishes reimbursement levels for covered services. |
| Rider RAPS-2, Reimbursement Arrangements for Professional Services | 7057 | Establishes reimbursement levels for covered professional services. |
| Rider SAT-2, Substance Abuse Treatment Program Benefits | 4081 | Rehabilitation care for substance abuse when performed in BCBSM approved facilities. Inpatient services are limited to the available number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law. |
| Rider SOT-PE, Specified Organ Transplants in Approved Facilities | 9909 | Specific benefits for human organ transplants of the liver, heart, heart-lung, and pancreas in approved facilities. Requires prior approval by BCBSM. Benefits not available for pre-existing conditions until the member has been enrolled for nine consecutive months. |
| Rider SD, Sponsored Dependents | 4651 | Continuation of group coverage for dependents over 19 years of age who do not meet eligibility requirements for riders FC or DC. An additional charge per contract will apply. |
| Rider TRUST-15, Contracting Network Providers | 6908 | Hospital and physician benefits are converted from a traditional Comprehensive Hospital Medical/Surgical plan to a Preferred Provider Organization (PPO) plan. A 15% sanction for non-network hospital and physician services is required. |

| | | |
|---|------|--|
| Rider XTMJ, Excluded TMJ Conditions | 7103 | Clarifies benefits for temporomandibular jaw joint disorders. |
| Master Medical Certificate Option V | 4834 | Supplements basic hospital medical/surgical program coverage and provides additional benefits for services not covered under the basic program. Benefits are subject to a \$150 per member or \$300 per family deductible each calendar year. Members are also responsible for an 20% copayment for general medical services and a 50% copayment for outpatient mental health care and private duty nursing. |
| Rider MMC-POV, Physician's Office Visits | 7933 | Once the deductible has been met, provides 100% payment for home, outpatient, and office visits and physician outpatient consultations including: <ul style="list-style-type: none"> n Well-baby care n Immunizations n Allergy testing n Medical Emergency Treatment <p>The waiver on copayments does not apply to mental health care services, physical therapy, or services rendered for manipulation of the spine.</p> |
| Rider MMC-PTB, Pulmonary TB Days | 5366 | Eliminates day limits on inpatient treatment of pulmonary tuberculosis (TB) and defines this illness as a general medical condition. |
| Rider MMC-XTMJ, Excluded TMJ Conditions | 7106 | Clarifies benefits for temporomandibular jaw joint (TMJ) disorders. |
| Rider MMC-PD, Exclusion of Prescription Drugs | 4786 | Excludes Master Medical benefits for prescription drugs. |

Prescription Drug Coverage Certificates and Riders

| Certificate/Rider | Number | Benefit Description |
|--|--------|--|
| Prescription Drug Group Benefit Certificate (PD \$5.00) | 9560 | Provides benefits for prescription drugs and injectable insulin payable at 100% of the BCBSM approved amount, minus a member copayment of \$5.00. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes. |
| Rider APDBP, Alternative Prescription Drug Benefit Program | 7851 | Converts traditional Prescription Drug Program benefits to a Preferred Provider Organization (PPO) plan. |

Rider PD-MAC, Maximum
Allowable Cost

5013

Requires the dispensing of generic equivalent drugs. Brand name drugs will be dispensed only under the following circumstances:

- n If the physician indicates "Dispense As Written" (DAW) on the prescription; and
- n If the member requests a brand name medication. In such cases, the member pays the additional cost for the brand name drug.

This is intended as an easy-to-read guide. It is not a contract. An official description of benefits is contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed to the laws of the State of Michigan.

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LETTER OF UNDERSTANDING

This settlement agreement will resolve the dispute between AFSCME Local 1103 and the Charter Township of Harrison. Their parties agree as follows:

Item #1. After the signing of this letter of understanding by both the AFSCME Union and the Charter Township of Harrison, the Union will immediately drop all grievances, arbitrations or request therefore, any and all charges of unfair labor practices on the subject contained in this letter of understanding including Cases #94-1-222, 94-2 and 94-3 filed September 6, 1994.

Item #2. The Charter Township of Harrison shall upon verification that conditions in Item #1 have been met, establish a new classification titled Dual/multi-Licensed/Certified Inspector. This shall be established and retroactive as of June 29, 1994.

Item #3. The job description for the newly established classification shall be as follows: (See attachment - job duties)

Item #4. The salary to be set will be \$3,500.00 over that set for the current positions of Building, Plumbing and Electrical Inspectors.

Item #5. Union waives the posting requirement under the current collective bargaining agreement. Present employees Dennis Blenc, Steven Peinovich, Nicholas Dutts, will be promoted to Dual/Multi-Licensed/Certified Inspector position with the applicable wage increase of \$3,500.00 retroactive to June 29, 1994. It is agreed that retroactive pay will be paid on or before March 8, 1995.

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN

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

By: Pamela A. Weeks
Pamela A. Weeks, Supervisor

By: Kathleen M. Lyon
Kathleen M. Lyon, Clerk

By: Patricia D. Switzer
Patricia D. Switzer, Treasurer

By: William H. Kinney
William H. Kinney, President

By: Diane Peterson
Diane Peterson, Vice-President

By: Mary Wehrwein
Mary Wehrwein, Steward

By: Wayne Hofmann
Wayne Hofmann, Steward

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: MECHANICAL INSPECTOR

SUMMARY:

Perform physical inspections of all mechanical installations, repairs & additions, as well as mechanical equipment, to determine whether it meets established codes. Take steps necessary to bring violations within standards. Must have a State of Michigan Mechanical Contractors license by State examination and show evidence of having completed public act 54 training/certification, and must secure and maintain an Inspectors Registration Certification from Michigan Department of Labor.

1. Make physical inspections of all mechanical installations in new constructions, all repairs and additions in existing construction, fire damaged building and mechanical equipment where requested by the Fire Marshall.
2. Make underground, rough and final mechanical inspections.
3. Issue mechanical permits, register contractors licenses and issue violations and follow court proceedings when necessary.
4. Investigate complaints, regarding the mechanical code, from citizens.
5. Review and alter where necessary, plans and specifications for new and existing constructions.
6. Shovel snow from around the Township office building on a rotating basis with other employees.
7. Assist other employees in the Building and Ordinance Department as necessary.
8. Communicate with public, contractors and other agencies by telephone, letter and in person, in a helpful, professional manner by answering questions, offering advise and assisting others in complying with the mechanical code.
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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Building Inspector

SUMMARY: Inspects all new building construction from foundation to final completion of project. Also investigates complaints of ordinance violations on existing buildings. Position requires state licensing in building, acquiring and maintaining an Inspectors Registration Certificate from the Michigan Department of Labor, plus three to five years on the job training in the building trades.

JOB DUTIES:

1. Conduct physical inspections of buildings at various stages of construction to determine if B.O.C.A. building and safety codes are being met; report all results to supervisor and department personnel, so they can notify builders.
2. Communicate with builders and homeowners in a friendly, cooperative and professional manner to explain code requirements, answer questions, and obtain compliance with zoning requirements.
3. Make annual inspections of all trailer parks.
4. Appear in Court when necessary to represent the interests of the township.
5. Answer telephone and walk-in inquiries on codes, ordinances and zoning requirements, as well as complaints about related township services as assigned (i.e., weeding, dyking, etc.).
6. Shovel snow from around the township office building on a rotating basis with other employees.
7. Review and alter when necessary plans and specifications for new and existing construction.
8. Assist other employees in the Building and Ordinance Department as necessary.
9. Discharges other related duties within the Employee's Department, as assigned: (a) which member(s) of the last 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Electrical Inspector

SUMMARY: Perform physical inspections of all electrical installations, repairs and additions, as well as electrical equipment, to determine whether it meets established electrical codes. Take steps necessary to bring violations within standards. Must have Master Electricians License by state examination, show evidence of having completed electrical apprentice training program, and must secure and maintain an Inspectors Registration Certificate from Michigan Department of Labor.

JOB DUTIES:

1. Make physical inspections of all electrical installations in new construction, all repairs and additions in existing construction, fire damaged buildings and electrical equipment when requested by Fire Department.
2. Determine compliance with established electrical codes and record findings on prescribed forms; communicate findings to owner, office personnel and supervisor.
3. Advise contractors and homeowners how to make corrections so that installations will comply with codes.
4. Attend regular meetings of various electrical organizations to remain abreast of changes in codes, licensing methods, procedures, etc.
5. Act as examiner for license applicants.
6. Serve as a member of the township Electrical Board.
7. Assist other employees in the Building and Ordinance Department as necessary.
8. Shovel snow from around the township office building on a rotating basis with other employees.
9. Review and alter when necessary plans and specifications for new and existing construction.
10. Answer telephone and walk-in inquiries on codes, ordinances and zoning requirements, as well as complaints about related township services as assigned (i.e., weeding, diking, etc.)
11. 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.

HARRISON TOWNSHIP
JOB DESCRIPTION

TITLE: Plumbing Inspector

SUMMARY: Perform physical inspections of plumbing, water and sewer, to determine whether they meet state plumbing code requirements, all local ordinances, Board of Health and Fire Marshal requirements. Supervises inspections done by others. Must possess a state plumbing license, plumbing inspector license, and must acquire and maintain an Inspectors Registration Certificate from the Michigan Department of Labor.

JOB DUTIES:

1. Perform 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; 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. Enforce backflow prevention ordinance (#117), and submit copies of inspections to State Department of Health.
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. Communicate with public, contractors and other agencies by telephone letter and in person in a helpful, professional manner by answering questions, offering advice and assisting others in complying with plumbing codes.
9. Shovel snow from around the township office building on a rotating basis with other employees.
10. Assist other employees in the Building and Ordinance Department as necessary.
11. 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.