

12/31/99

LABOR AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF BRIDGEPORT

SAGINAW COUNTY

STATE OF MICHIGAN

-AND-

BRIDGEPORT CHARTER TOWNSHIP
EMPLOYEES' ASSOCIATION

EFFECTIVE DURING PERIOD

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

Bridgeport Township

PREAMBLE

This Labor Agreement is entered into by and between the *CHARTER TOWNSHIP OF BRIDGEPORT*, Saginaw County, State of Michigan, with offices located at 6206 Dixie Highway, Bridgeport, Michigan, hereinafter called the "*Township*" and/or the "*Employer*", and the *BRIDGEPORT CHARTER TOWNSHIP EMPLOYEES ASSOCIATION*, hereinafter called the "*Association*".

ARTICLE 1

RECOGNITION

For purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, the Township recognizes the Association as the exclusive representative and agent for all full-time and regularly scheduled part-time employees but excluding all supervisors, elected officials, police and firefighters, Assessors, Building Inspectors, and confidential employees. Nothing herein contained shall abridge the right of the individual employee to process her/his own grievance in the manner prescribed in subsequent provisions of this agreement.

In the event an individual employee desires to represent herself/himself in the processing of her/his grievance, the Employer will notify the Association of such intent. The Association shall be allowed to have a silent observer witness any discussions and adjustment of the grievance. Any adjustments which may result therefrom shall be consistent with the terms of this Agreement.

ARTICLE 2

PURPOSE

By entering into this Agreement, it is the purpose and intent of the Employer and the Association to set forth their mutual Agreement on rates of pay, hours of work, and other conditions of employment in order to promote the orderly and peaceful relations between the Township and the Union.

ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITY

The Township and the Association mutually agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, age, sex or national origin. Wherever a pronoun in either the feminine or in the masculine gender is used in this Agreement, it shall be construed to mean employees of either sex unless the clear intent of such usage can be reasonably implied to the contrary.

ARTICLE 4

DEFINITIONS

Section 1. Employer Defined: For the purposes of this Labor Agreement, the term "employer" and/or "Township" shall mean the Charter Township of Bridgeport, in the County of Saginaw, in the state of Michigan.

Section 2. Township Manager and Department Head Defined: Wherever the term "Township Manager" is used in this agreement, it shall mean that person designated by the Township, in accordance with State regulations, to act in its behalf as the Township's chief executive officer; and where the term "Department Head" is used, it shall mean the Department Head who is the employee's immediate supervisor.

Section 3.

- (a) **Full-time Employee Defined:** The term "full time" employee or employees wherever used in this labor agreement shall mean an employee or employees who is/are scheduled by the Employer to normally work at least forty (40) hours per week in each of at least forty (40) weeks per calendar year, and said term is used only for the purposes of definition and clarity of application within and under the terms and provisions of this labor agreement. Unless specifically otherwise provided by the provisions of this labor agreement, there shall be no circumstances under which it shall be argued or construed that this definition is a guarantee of continued employment or a guarantee of any amount of work per day, per week, per month or per year for any employee or employees covered by this agreement, nor shall it be construed or implied that such definition imparts or implies conditions or considerations or advantages to such employees other than those specifically provided by the provisions of this agreement.

- (b) **Regular Part-time Employee Defined:** The term "regular part-time" employee or employees wherever used in this labor agreement shall mean an employee or employees who is/are regularly scheduled by the Employer to normally work at least sixteen (16) hours per week on a regular recurring basis, and such term is used only for the purposes of definition and clarity of application within and under the terms and provisions of this labor agreement. Unless specifically otherwise provided by the provisions of this labor agreement, there shall be no circumstances under which it shall be argued or construed that this definition is a guarantee of continued employment or a guarantee of any amount of work per day, per week, per month or per year for any employee or employees covered by this agreement, nor shall it be construed or implied that such definition imparts or implies conditions or considerations or advantages to such employees other than those specifically provided by the provisions of this agreement.

- (c) **Temporary Opening and Temporary Employee Defined:** The Township may hire and use temporary employees to fill temporary openings for up to one (1) year when the opening is caused by regular full-time or part-time employees being on leave from work for reason of disability or because of any unpaid personal leave granted by the Township. In addition, the Township may hire

and use temporary employees to perform bargaining unit work for up to ninety (90) days of work during a calendar year for reasons other than replacing regular employees who are on leave. (See **Article 11** for temporary openings during periods of layoff.) A temporary employee does not undergo regular employee orientation as provided under **Article 10, Section 4 (a), (b) or (c)**. If the Township changes a temporary employee's status to that of a regular employee, he/she must begin, undergo, and complete the orientation period for new regular employees as provided under **ARTICLE 10, SECTION 4 (a), (b) and (c)** of this Agreement. The orientation period will begin on his/her first (1st) day of work as a regular orientation employee. If he/she successfully completes the orientation period and is retained in the employment of the Township, his/her seniority will date from his/her first day under regular employee orientation. At its discretion, the Township may or may not change a temporary employee's status to that of a regular employee at any time during the temporary employee's period of temporary employment. At its discretion, the Township may recruit and employ a regular employee to fill a temporary opening at any time during the opening, however; if a temporary employee is in a job classification for nine (9) months, the Township will give the temporary employee first consideration for a regular employee vacancy for that job classification. A temporary employee may be terminated at any time at the discretion of the Township.

- (d) **Irregular Employee Defined:** An irregular employee is a person who does not work more than sixteen (16) hours per week on a regular basis for sixteen (16) or less consecutive weeks. Irregular employees do not undergo regular orientation. If an irregular employee's status is changed to that of a regular employee, he/she must begin, undergo and complete the orientation period for new regular employees as provided under **ARTICLE 10, SECTION 4** of this Agreement. The orientation period will begin on his/her first (1st) day of work as a regular orientation employee. If he/she then successfully completes the regular orientation period, his/her seniority shall date from the first (1st) day of work as a regular orientation employee. An irregular employee may be terminated at any time at the discretion of the Township.
- (e) Persons employed as temporary or irregular workers are not covered under this Labor Agreement except as may be otherwise specifically expressed within each provision of this Labor Agreement. The rate of pay for any of such employees shall be as determined by the Township.

ARTICLE 5

MANAGEMENT'S RIGHTS

The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, the Township Charter, Township Ordinances and Resolutions and/or any modifications made thereto; further, all rights which ordinarily vest in and are exercised by Employers are reserved to and remain vested in the Township. Such powers, rights, authority, duties, responsibilities and Employer rights include, but are not necessarily limited to, those as listed below in this Article, and are the sole right of the Township to exercise subject only to clear and express restrictions governing the exercising of such by the Township as are expressly provided in this Agreement:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, equipment, tools, or methods of operation.
2. To introduce new tools, equipment, methods, machinery or processes, change or eliminate existing equipment, tools, methods, machinery or processes, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
3. To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, services, and work.
4. To determine the number, location and type of facilities and installations.
5. To determine the size of the work force and to increase or decrease its size in accordance with the terms of this Agreement.
6. To hire, assign and layoff employees, to reduce and/or to increase the hours in the work week and/or the work day.
7. To permit Township employees not included in the bargaining unit to perform bargaining unit work when circumstances as determined by the Employer require so doing.
8. To direct the work force, assign work and determine the number of employees assigned to operations.
9. To establish, change, combine or discontinue job classifications and jobs, and to prescribe and assign job duties, content and job classifications.
10. To determine lunch, rest periods, clean up times, starting and quitting times.
11. To discipline and discharge employees for cause.
12. To transfer, promote, demote employees from one classification, department or shift to another.

13. To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.
14. To establish work schedules and to place into effect, including the right to determine the number of hours to be worked per day and/or per week, and the days of the week on which work will be performed.
15. To adopt, revise and enforce general conditions of employment not provided in this Agreement, including, but not necessarily limited to, Department Orders, Regulations and Policies, and to carry out costs and general improvement programs.

The Association agrees that its rights and those of the employees covered by this Agreement are as specifically provided in this Agreement; therefore all rights of the employees covered by this Agreement that are not specifically covered by this Agreement remain vested in and with the Township.

ARTICLE 6

ASSOCIATION SECURITY

Each employee as defined in *Article 1* of this Agreement who is a member of the bargaining unit as described in said Article, upon completion of the new employee orientation period, who fails to voluntarily acquire and maintain membership in the Association shall be required as a condition of continued employment to pay each month to the Association a service charge toward the administration of this Agreement and the representation of such employees. The service charge shall be an amount equal to the Association's regular monthly dues.

Each month during the term of this Agreement, from the pay of those bargaining unit employees for whom a properly executed payroll deduction authorization card has been submitted to its payroll office, the Employer agrees to deduct the monthly Association dues in the amount designated to the Township's payroll offices by the Financial Secretary of the Association and to promptly remit all amounts deducted to the Financial Secretary. The Association agrees to save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE 7

REPRESENTATION

The Stewards, as elected and/or appointed by the Association under the provisions of *Article 8* below, shall represent the employees covered by this Agreement in collective bargaining and in the grievance procedure as provided in this Agreement. In addition to the Stewards and the President of the Association, the Association has the right to have a representative of its choosing, at its expense, present during collective bargaining sessions with the Employer's representatives, and during the processing of grievances starting at the 2nd Step and including *Arbitration*.

ARTICLE 8

STEWARDS AND ALTERNATES

Section 1. Stewards and alternate stewards shall be governed by established rules and guidelines as provided within the grievance procedure of this Labor Agreement and as may be provided in other provisions of this Labor Agreement.

Section 2. There shall be one (1) steward appointed and/or elected to represent the Governmental Center Administrative, one (1) steward elected to represent the Waste Water Treatment Department, and one (1) steward elected to represent the Department of Public Works and Water. Additionally, there shall be an alternate steward elected for each of the regular stewards who shall function in the absence of the regular steward.

Section 3. The President of the Association shall be permitted to participate in any discussion with the Employer and/or Employer representatives relative to hours, wages and working conditions of the persons within the bargaining unit covered by this Agreement.

Section 4. The Employer retains the right to have non-Township employee representatives, including any of its elected and/or appointed officials, participate in any discussion with the employees covered by this Agreement and/or their authorized representatives relative to hours, wages and working conditions of the persons within the bargaining unit covered by this Agreement; however not more than three (3) of such persons shall participate at any one time.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. The purpose of the following grievance procedure is to provide a means for employees to voice their problems relating to hours of work, wages and other conditions of employment with the employer in an orderly manner to the end that such complaints may be presented, addressed and resolved in an orderly manner.

Section 2. For the purposes of this Labor Agreement, a grievance shall mean a specific charge by the Association or by an employee, or in the case of several employees one (1) employee designated by said several employees to act for them, based upon an event, condition or circumstance under which an employee works or worked, during the term of this Agreement, that a provision of this Agreement has been violated or misinterpreted.

Section 3. Definitions:

- a. For purposes of this grievance procedure, "the employee" shall also include the single employee selected to act on behalf of several employees as above stated.
- b. For purposes of this grievance procedure, a "working day" shall exclude Saturdays, Sundays and holidays.

Section 4. The Grievance Procedure shall consist of the following steps in order presented:

1st Step:

An employee wishing to discuss a complaint, must approach his/her involved department head within five (5) working days from the date the employee became aware of the action initiating the complaint and attempt to settle the difference on an informal basis. The department head shall give his/her answer to the employee within five (5) working days after such discussion.

2nd Step:

If the matter is not resolved in **Step 1**, and if the employee or the Association wishes to process the matter further, it shall be reduced to writing and submitted to the Township Manager within ten (10) working days of the receipt of the department head's answer in **Step 1**. The Township Manager and/or his/her representatives shall meet with the employee and his/her Association representatives to discuss the grievance within fifteen (15) working days of receipt of the written grievance, and shall issue his/her written answer within ten (10) working days of the meeting. The answer may be either by the Township Manager, or through his/her representatives.

3rd Step: Arbitration:

- (a) If the grievance is not resolved in **Step 2** and if the Association decides to submit the grievance to arbitration for resolution, the Association shall submit a written request for arbitration of the matter to the Employer within ten (10) working days of the Township Manager's written answer given in **Step 2**, in which case the parties shall attempt to mutually select a person to serve as an impartial arbitrator to hear the matter and issue a binding award thereon.
- (b) If the parties cannot mutually agree upon the selection of impartial arbitrator in the above described manner within twenty (20) working days after receipt by the Employer of the Association's request for arbitration, the parties shall jointly petition the Federal Mediations Conciliation Service and/or the Michigan Employment Relations Commission to return to the parties a panel of the names of persons registered with such agencies and recognized by such agencies as persons qualified to serve as impartial arbitrators. Upon receipt of such panel, the parties shall alternately strike names from the panel until the name of one person remains on the panel and the person whose name remains from the panel shall serve as the impartial arbitrator to hear the matter and render a decision thereon. The order of striking names from the panel shall be determined by the flip of a coin. The selection of an arbitrator under this method shall occur not later than ten (10) days from the date of receipt of the panel from the agency petitioned.
- (c) In all grievances brought before him/her for resolution, the Arbitrator's jurisdiction shall be strictly limited to grievances arising out of the interpretation or application of the provisions of this Agreement, or any written amendments hereof or supplements hereto, during the term of this Agreement or during the term of any written amendments and/or supplements hereto. He/she shall have no power to alter, add to, subtract from, or modify, or to in effect cause a

modification by the nature of his/her award, any of the provisions of this Agreement.

- (d) The decision of the arbitrator shall be final and binding on all parties, and the parties agree to abide with such decisions.
- (e) The arbitrator's fees and appropriate charges connected with the hearing and the rendering of his/her award shall be shared equally between the Employer and the Union.

Section 5. The Association and the Employer mutually agree that all grievances shall be expeditiously processed as provided above, and that the various time limits within each step of the grievance procedure have been established for such purposes. Should either party desire an extension of any time limit, a request for such must be made and mutually agreed to prior to the expiration of the then in effect time limit. Failure by the Township or its agent to give a timely response to the grievance within the time period limits or mutually agreed to extensions thereof, shall automatically result in the grievance being ruled in favor of the employee or the Association. Failure of an employee or the Association to appeal a grievance within the provided time limits or mutually agreed to extensions thereof at the applicable step or steps shall automatically result in settlement of the matter in accordance with the Township's last answer on the matter. The Township's last answer on the matter may come through the Township's representative.

Section 6. Any grievance arising out of a suspension or a discharge must be presented in writing at the **2nd Step** of the grievance procedure within five (5) working days of the effective date of the receipt of the suspension and/or discharge, or the suspension and/or the discharge shall be considered final and binding under this labor agreement.

Section 7. An employee may be represented by his/her Steward at any Step of the grievance procedure. Should an employee desire his/her Steward to be present, he/she shall make such request of the Department Head party to the pertinent step and his/her Steward shall be summoned immediately.

Section 8. The Employer and the Association and/or employee may have non-Township employee representation during the processing or arbitration of a grievance commencing at **Step 2** of the procedure.

Section 9. An employee shall receive his/her regular hourly rate of pay for reasonable time spent during regularly scheduled straight time work hours in processing a grievance through the grievance procedure provided by the terms of this Agreement.

ARTICLE 10

SENIORITY

Section 1. Regular Seniority: The term "regular seniority" as used in this Labor Agreement shall mean an employee's period of continuous and unbroken credited full-time employment service with the Employer in a job classification covered by this agreement dating from that employee's most recent date of hire with the Employer.

Section 2. Regular Part-Time Seniority: "Regular part-time seniority" is defined as a regular part time employee's total length of credited service with the Employer acquired through working in a regularly scheduled part-time continuous unbroken manner with the

Employer within a job classification covered by this Labor Agreement. When a regular part-time employee becomes a regular full-time employee within a job classification covered by this Agreement, his/her recognized part time service shall be converted to regular seniority on the basis of one (1) year of regular seniority credited for each 1,920 actual hours of work performed as a regular part time employee in a job classification covered by this Agreement.

Section 3. Departmental Seniority: "Departmental seniority" is defined as an employee's total length of service within any of the three (3) Departments of the Employer's division of work areas covered by this agreement within which he/she is serving or has served. The three departments are: 1) Governmental Center Administrative, 2) Public Works and Water, and 3) Wastewater Treatment. The Governmental Center Administrative department includes the clerical positions at the Wastewater treatment plan, and at the Fire Department. An employee may hold departmental seniority in 1, 2, or all 3 of the departments concurrently. An employee acquires departmental seniority for all time worked on a regular basis within the specific department on a job covered by this agreement.

Section 4. New Employee Orientation Period:

- (a) A person hired by the Employer for the purposes of filling a full-time or a regular part time job covered by this Labor Agreement shall serve a new employee's orientation period consisting of six (6) months of employment uninterrupted by any type of break in service. Any employee serving the new employee's orientation period may be terminated at the will of the Employer. When a new employee has successfully completed the new employee's orientation period, the Association shall be notified of such, and such employee shall be placed upon the appropriate seniority list with seniority dating from the first date of hire of his/her most recent employment.
- (b) The orientation period may be extended by mutual Agreement between the Employer and the Association for a period of up to six (6) additional months.
- (c) After successful completion of the new employee orientation period, the employee shall be identified for purposes of this Agreement as either a regular full time employee or as a regular part time employee whichever is appropriate to his/her status.

Section 5. Loss of Seniority: An employee shall lose seniority and employment for reasons such as, but not necessarily limited to:

- a. Resignation
- b. Discharge for cause
- c. Retirement
- d. Death
- e. Being absent from work for 3 or more working days without having notified the Township Manager unless, under the circumstances, it was impossible to have given such notice.
- f. Failure to return to work within 3 working days from the date of the expiration of an approved leave of absence.

- g. Failure to return to work within 14 working days after receipt of notice to return to work from layoff. Such notice shall be made by registered letter mailed to the employee's address as last registered with the Township's personnel office. The employee shall have 3 days after receipt of such notice within which to notify the Township Manager of intent to return to work. Failure to so notify the Township Manager within such 3 days shall result in loss of seniority.
- h. If a regular employee is continuously unemployed by the township for a period of time equal to their seniority but not more than three (3) years, whichever is the least amount of time.

Section 6. When a seniority employee is out of work because of a non-work related disability for six (6) consecutive months, his/her seniority shall be frozen as of the end of the sixth consecutive month. Upon return to active employment and regular work, his/her seniority date shall be adjusted forward by the number of days he/she continued out of work beyond the six consecutive months until the date of his/her return.

ARTICLE 11

LAYOFF AND RECALL FROM LAYOFF

Section 1. Whenever the Employer reduces the working force, such reductions shall be made by department in the following order; provided in each instance of force reduction, any employee or employees retained must be immediately able to perform the necessary work to the standards acceptable to the Employer regardless of the seniority standing of retained employees:

- 1st - Employees serving new employee orientation periods.
- 2nd - Regular part time employees.
- 3rd - Regular full time employees.

Section 2. If the Township has a temporary opening within one of its three (3) departments as identified in this agreement because a regular employee is on leave for reason of disability or because of an unpaid personal leave granted by the Township, and the opening occurs at a time when a regular full time or part time employee who is qualified and able to do the work of the temporary opening is on layoff from that department, the Township will recall the laid off regular employee from that department to the temporary opening. If more than one regular employee from that department is laid off and is qualified and able to do the work of the temporary opening, the recall will be based upon seniority standing. The recalled employee will receive the rate of pay for the job as a regular employee at the applicable wage progression step as provided under *EXHIBIT A* of this agreement. In addition, he/she will receive fringe benefits to which he/she would otherwise be entitled as a regular employee pursuant to and in accordance with the terms and provisions of this labor agreement.

Section 3. If the Township has need for a temporary or irregular employee in any of its departments for any reason other than as a replacement for a regular employee who is on leave, and the need occurs at a time when a regular full time or part time employee from that department who is qualified and able to do the work required is on lay off, the Township will offer the work to the laid off regular employee. If more than one laid off regular employee is qualified and able to do the work, the offer will be based upon seniority standing. If the employee accepts the work, his/her status will be that of temporary or irregular, whichever the

case may be, and his/her rate of pay will be as determined by the Township for the job. He/she will not be eligible for any fringe benefits provided to regular employees under the agreement. The employee in this case will not lose recall rights as a regular employee to other jobs as provided under this agreement unless he/she is terminated for cause during service as a temporary or irregular employee.

Section 4. In the laying off and/or the recalling of employees to work from layoff, the primary considerations shall be the employee's ability to immediately perform the necessary work at the standards acceptable to the Employer, and the overall staffing needs of the Employer. Should two (2) or more employees within the affected department be equally able to meet these considerations, the layoffs shall be in ascending departmental seniority order among the employees under consideration for such layoff.

Section 5. In recalling employees to work from layoff, the same considerations shall be made as in laying off employees; however, where two (2) or more employees are considered equally qualified to perform the work recalled to, the recall shall be in descending order of departmental seniority.

Section 6.

- (a) When an employee is laid off, he/she shall be allowed to use his/her overall Employer wide seniority to bump the least Employer wide seniority employee in an equally paying or lower paying job provided he/she meets all of the qualifications for the job to which he/she is bumping as such qualifications are listed in the Job Description for the job. The employee must give notice to the Employer of his/her desire at the time of the notice of the layoff or the right shall be forfeited. The employee shall be allowed up to thirty (30) calendar days after assuming the bumped to job within which to bring his/her job performance to the standards acceptable to the Employer. Failing to achieve such level within or by the end of the thirty (30) day period will result in the employee's being laid off from work, or the Employer may assign the employee to any bargaining unit work that he/she may be capable of performing in lieu of the layoff. Should the employee refuse such work, his/her employment shall be immediately terminated.
- (b) The Employer shall immediately notify the Association of any layoff.
- (c) An employee recalled from layoff shall be placed in the same progression pay step as in when laid off; however an employee recalled to a job upon which he/she is not qualified may be placed at the progression step commensurate with his/her actual performance of the job.

Section 7. The Township shall remain a subject employer under the Michigan Employment Security Commission rules and regulations unless otherwise negotiated with the Association or unless otherwise required by statute.

ARTICLE 12

JOB DESCRIPTIONS

The Township shall prepare a job description for each job covered by this Labor Agreement, and shall amend such from time to time as it deems necessary.

ARTICLE 13

JOB POSTINGS

Section 1. When a job covered by this Labor Agreement becomes opened, the Employer shall first post the job in the Department where it is opened for five (5) working days. Only employees within that Department shall be allowed to bid on the opening at this time. If no qualified bids are made within the Department, the Employer shall post the opening for bidding on an Employer wide basis for five (5) working days. The Employer does not have to consider bids from new employee who are in new employee orientation.

Section 2. In filling the job, the following shall be the prime considerations by the Employer: 1) The qualifications of the bidders; 2) the skills and abilities of the bidders; and 3) the work records including attendance and punctuality of the bidders. Where these factors are deemed to be equal by the Employer, the job shall be awarded to the employee with the greatest departmental seniority in those instances where the job is only posted within the department, or by Employer wide regular seniority in those instances where the job is posted Employer wide.

Section 3. Where no qualified bids are made for the job opening, the Employer retains the right to leave the job opened or unfilled, or to hire a new employee to fill the job, or to transfer any new employee who at the time is in the new employee orientation period who it deems to be qualified to perform the job, or the Employer may fill the job by transferring another employee into the job on a temporary basis for up to ninety (90) calendar days.

ARTICLE 14

PROMOTIONS

Section 1. Employees who are promoted shall serve a three (3) months of active employment job orientation period in the new position, but this orientation period may be extended by mutual Agreement where circumstances warrant such, or when the seasonal factor in certain jobs has not allowed proper exposure to all aspects of the job. Should an employee prove unsuitable for the position during the orientation period, he/she shall be returned to his/her former position and may not bid for 12 months from the date of being returned to the former job; however he/she shall be returned to the former job at the progression step rate of pay received at the time of the promotion.

Section 2. Rate of Pay Upon Promotion: Normally, an employee shall start in a new position at the starting rate of pay for that position; however, the employee may receive the rate for a higher progression step depending upon their abilities, qualifications and skills upon mutual Agreement between the Employer and the Union.

ARTICLE 15

PAY PLAN

Section 1. Attached to this Agreement as *EXHIBIT A* and considered a part hereof are the job classifications by department covered by this Agreement, and the progression pay steps for each job classification.

Section 2. Each pay grade on the schedule shall consist of merit steps 1 through 5. Employees shall normally progress through the steps based upon performance in their jobs. Merit increases are a means of recognizing improved performance. The Township Manager is permitted to withhold a step increase for a period not to exceed six (6) months of active employment during which time the employee will undergo job orientation. The employee will be advised in writing of this action and the reasons for withholding the increase. If the employee does not show the required improvement to warrant removal from orientation during the orientation period, but not later than by the end of the period, he/she shall be terminated from employment.

Section 3. Progress through the pay steps shall be based on the time periods indicated on the salary schedule unless such time period is adjusted for any reason including the orientation period resulting from a withheld pay increase or an approved leave of absence. When an employee is hired at a rate above Step 1, progression shall proceed from the step at which hired.

Section 4. Non regular employees shall not be eligible for step increases.

ARTICLE 16

RATES OF PAY ON TEMPORARY TRANSFERS

Section 1. If an employee is temporarily transferred to a job with a progression pay step lower than the progression pay rate for his/her regular job, he/she will continue to receive his/her regular rate.

Section 2. If an employee is temporarily transferred to a job where the progression pay step is higher than the progression pay step for his/her regular job, he/she will receive the higher rate.

ARTICLE 17

HOURS OF WORK

Individual work schedules may vary. The normal work week for employees outside the Waste Water Department is Monday through Friday for full time employees. Starting times and quitting times and work schedules are as determined by the Township.

ARTICLE 18

PAYROLL PERIOD AND PAYROLL RELATED MATTERS

Section 1. The payroll period commences at 12:00:01 AM Sunday and ends 168 hours later at 12:00 Saturday midnight. Employees are paid weekly by check on the Thursday following the end of the payroll period.

Section 2. Payroll deductions are made as required by federal and/or state law, or by court order. Other deductions may be made for reasonable purposes if approved by the Township.

Section 3. No advances in wages prior to the payroll period shall be made.

Section 4. Recording of Hours. Hourly employees shall record their hours worked by Department and by job using the time cards provided by the Employer. Employees shall record their time on the cards and give them to their Department Head for review and approval.

Section 5. Should an employee have any problems with the payroll procedure or with the compilation of his/her hours or computation with his/her amount of pay, the employee shall inform his/her Department Head who will inform the employee of the correct procedure to follow.

ARTICLE 19

OVERTIME PAY, PREMIUM PAY AND SPECIAL PAY SITUATIONS

Section 1. Overtime Pay: Employees will be paid at the rate of one and one-half (1 ½) times their regular straight time hourly rate of pay for all work performed in excess of forty (40) hours in a pay period.

Section 2. Shift Premiums.

- (a) 2nd Shift. A twenty cents (.20) per hour premium shall be paid to those employees whose shift regularly begins between the hours of 2:00 P.M. and 9:00 P.M.
- (b) 3rd Shift. A thirty cents (.30) per hour premium shall be paid to those employees whose shift regularly begins between the hours of 9:00 P.M. and 2:00 A.M.

Section 3. Reporting Pay. Whenever a full time or regular part time employee is scheduled to report for work and actually reports to work as scheduled, he/she shall receive a minimum of two (2) hours work and/or pay for actually reporting on the day:

Section 4. Call-Out Pay. Each time that a regular full time or regular part time employee is called out to work and reports on a day when otherwise not regularly scheduled to report, or is called out to work and reports earlier than two (2) hours prior to the start of his/her regularly scheduled shift on a regular work day without having been previously scheduled to report early, he/she shall receive one and one-half (1½) times the regular hourly rate of pay for all time spent during the call-out, or a minimum of two (2) hours pay at the straight time rate,

whichever results in the greatest amount of pay. The employee can be required to work a minimum of two (2) hours.

Section 5. Daily Call-back to Work Pay. Whenever a full time or a regular part time employee has completed his/her regular work day and has left work for that day, or if called back to work on that day within eight (8) hours from the end of his/her shift unless the call back is necessary because the employee did not complete his/her work assignment as assigned by the Department Head, he/she shall receive one and one-half (1½) times the regular hourly rate of pay for all time spent during the call-out, or a minimum of two (2) hours pay at the straight time rate, whichever results in the greatest amount of pay.

Section 6. Premium Pay for Holiday Work: When a full time or a regular part employee works on holiday that is recognized as paid day under this labor agreement, that employee will receive one and one-half (1½) times his/her regular straight time hourly pay for all work performed on that holiday in addition to the regular holiday pay for such day as provided under this labor agreement.

- (a) When an employee does not work on a holiday that falls during his/her regular work week and receives idle holiday pay for that day, or when an employee does not work on a day designated by the Township as the day off for holiday observance and that day falls during his/her regular work week, the holiday pay will be considered as pay for time worked in calculating overtime pay in that week.
- (b) When a holiday falls on a Saturday or on a Sunday and the Township does not designate a day within the employee's regular work week as the day upon which the holiday will be observed, the Township will pay the employee the appropriate idle holiday pay. In such cases, the idle holiday pay WILL NOT be considered as pay for time worked for purposes of calculating overtime pay in that payroll period.

Section 7. No Pyramiding of Overtime Pay and/or Premium Pay. Overtime pay and/or premium pay for holiday work shall not be pyramided under this Labor Agreement. When once any of hour of work is computed at the overtime rate and/or the premium rate, such hour of work shall not be used in any other computation for overtime pay and/or premium pay.

Section 8. Closure Pay for Severe Weather. If any of the Employer's departments covered by this Labor Agreement are officially closed by the Employer as a result of emergency/disaster conditions, the employees who are regularly scheduled to work in the affected departments on the day of the closure shall be paid for time missed from their regularly scheduled work day. Such pay shall not be counted as time worked for the purposes of overtime pay and/or premium pay.

If the employee's department is operating on such days and he/she does not report for work, he/she shall not be paid for any time not worked, and if an employee reports and his/her department is closed, he/she shall not receive reporting pay as provided in this Labor Agreement. However, dependent upon his/her judgment, the Township Manager may determine contrary to this provision dependent upon the circumstances.

Section 9. Bonuses for Operator Licenses.

- (a) **Waste Water Department.** Employees in the Waste Water Department who holds a certificate granted by the Michigan Department of Natural Resources shall receive additional compensation to be paid annually in the month of December for only the highest certificate held as follows:

Class D Certificate = \$100
Class C Certificate = \$200
Class B Certificate = \$300
Class A Certificate = \$400

- (b) **Water Department.** Employees in the Public Works Department who work with the Township's Water Supply System and who hold "S" licenses issued by the State of Michigan shall receive additional compensation for only the highest "S" license held in accordance with the following schedule. The Compensation shall be paid annually in the month of December.

S4 = \$ 50.00
S3 = \$100.00
S2 = \$150.00
S1 = \$200.00

Section 10. Longevity Pay. In addition to regular wages, regular full-time employees shall receive longevity pay in accordance with the following schedule:

- a. Upon completion of 60 months of active employment, 2% of the employee's first \$15,000 of annual wage paid in a lump sum at the end of each calendar year of active employment thereafter through 120 months of active employment.
- b. Upon completion of 120 months of active employment, 4% of the employee's first \$15,000 of annual wage paid in a lump sum at the end of each calendar year of active employment thereafter through 180 months of active employment.
- c. Upon completion of 180 months of active employment, 7% of the employee's first \$15,000 of annual wage paid in a lump sum at the end of each calendar year of active employment thereafter through 240 months of active employment.
- d. Upon completion of 240 months of active employment, 9% of the employee's first \$15,000 of annual wage paid in a lump sum at the end of each calendar year of active employment thereafter.

ARTICLE 20

VACATION PAY AND VACATION LEAVE

Section 1. Rate of Pay. Only full time and regular part time employees are eligible to earn paid vacation and vacation leave. A full time employee shall receive one hour of regular straight time pay for each earned hour of vacation leave, and such regular straight time hourly rate shall be at his/her rate of pay as in effect at the time of the taking of the vacation leave.

Section 2. Rate of Vacation Leave Accrual. Each full time employee and each regular part time employee shall accrue vacation leave with pay under the schedule provided below. In order to receive the full amount of vacation pay and leave as provided under this schedule, an

employee must actually work at least 1600 hours during the appropriate anniversary year, the anniversary year being defined for a new employee as the 12 month period of time commencing with the employee's date of hire through the day before his/her first annual anniversary date of hire, and for employees at least one (1) year of service as the 12 month period of time commencing with their annual anniversary date of hire through the day before their next annual anniversary date of hire. Vacation leave and vacation pay are earned and computed each year as of the annual anniversary date of hire.

If an employee works less than 1600 hours during an anniversary year, the actual number of hours worked shall be computed as a percentage of 1600 hours, and that percentage shall be the percentage amount of vacation pay and leave to which that employee shall be entitled under the schedule for his/her years of service when vacation pay and leave are computed for the applicable anniversary year.

Section 3. Vacation Schedule.

After 1 year of service	48 hours paid leave.
After 2 years of service	80 hours paid leave.
After 6 years of service	96 hours paid leave.
After 7 years of service	104 hours paid leave.
After 8 years of service	120 hours paid leave.
After 12 years of service	130 hours paid leave.
After 15 years of service	140 hours paid leave.
After 20 years of service	160 hours paid leave.

Section 4. Vacation entitlement is awarded on the employee's annual anniversary date of hire.

Section 5. Vacation carry over from one year to the next shall be limited to eighty (80) hours.

Section 6. Vacation leave requests for the following calendar year may be submitted in writing to the Department Head during the month of December of each year. Conflicts in these requests for vacation leaves shall be resolved in favor of seniority standing. Requests after December 31 of each year shall be on a "first come, first served" basis. Vacations shall be approved by the Department Head. Vacation leave will be allowed when it does not interfere with the Township's work operations.

Section 7. Vacation pay may be requested in advance for vacations of at least forty (40) hours. However, if a regular part time employee's total vacation leave is less than forty (40) hours, that employee may request advance pay for the total vacation amount owing.

Section 8. Once approval for vacation leave is granted, an employee may not withdraw it and then request a new date if such would conflict with the requested leave of a lesser seniority employee. The Department head has the right to approve concurrent leaves.

Section 9. Notwithstanding any provision of this *Article* to the contrary, when an employee has no personal leave and/or accrued sick leave hours to his/her credit at the time of his/her absence from work because of non-Workers Compensation related illness or injury, he/she may use accrued vacation during such absence. When the employee is going to be absent from work because of such illness or injury and wants to use accrued paid vacation leave hours for this purpose, he/she must give notice to supervision as early as possible on the first

day of absence. The Township retains the right to require that the employee furnish bona fide proof the injury or illness prior to granting vacation pay for the purposes of this provision.

Section 10. If a day which is recognized as a paid holiday under the provisions of this Labor Agreement falls within an employee's approved vacation leave period, such day shall not be counted as a vacation day for that employee.

Section 11. Upon separation from Township employment, an employee shall be paid for vacation accrued through the last day of work; however such vacation pay shall not be counted as time worked for accruing seniority and/or service.

ARTICLE 21

HOLIDAY PAY

Section 1. Full Time Employees. Full time employees shall receive a normal day's pay at their regular hourly rate for all days recognized as holidays by the Township Board as listed below when such days fall on a regularly scheduled work day.

Section 2. Regular Part Time Employees. Regular part time employees shall receive holiday pay for the hours they would normally have been scheduled to work on the day of the recognized holiday.

Section 3. When the actual day of the recognized holiday falls on either a Saturday and/or a Sunday, eligible employees may receive the preceding Friday and/or the succeeding Monday off as the paid holiday as determined by the Township. In such cases, the day celebrated off as the holiday shall be considered the paid holiday for purposes of this labor agreement. When a holiday falls on either a Saturday or a Sunday and the Township does not designate a day within the employee's regular work week as the day upon which the holiday will be observed, the Township will pay the employee the appropriate idle holiday pay. In such cases, the idle holiday pay WILL NOT be considered as pay for time worked for purposes of calculating overtime pay in that payroll period.

Section 4. Recognized Holidays. The following days are the recognized holidays under this Labor Agreement:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday afternoon - one-half (1/2) day
Veterans Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day

ARTICLE 22

PAID PERSONAL LEAVE

Section 1.

- (a) After completion by a new full time regular employee of six (6) months of active service, he/she shall be credited with twenty-four (24) hours of personal leave. The employee may use these personal leave hours subject to the provisions of this Article during the period of time following his/her first six (6) months of service up to his/her second anniversary date of hire.
- (b) After completion of his/her first full year of active service, he/she shall be credited with an additional thirty-two (32) hours of personal leave. The employee may use these personal leave hours subject to the provisions of this Article during the period of time following his/her first six (6) months of service up to his/her second anniversary date of hire.
- (c) Beginning with each regular full time employee's second anniversary date of hire and on each annual anniversary date of hire thereafter, each regular full time employee shall be credited with fifty-six (56) hours of personal leave. An employee may use his/her personal leave hours subject to the provisions of this Article during the twelve (12) month period following the anniversary date upon which they were awarded.
- (d) An employee must use his/her personal days prior to the use of any accrued vacation leave or accrued sick leave. An employee may use his/her personal leave in one (1) hour increments, or in any combination of one (1) hour increments, except however, an employee may not receive more than eight (8) hours pay for any single day taken as personal leave days. (See **ARTICLE 20, Section 9** for use of vacation hours during absence from work because of sickness.)
- (e) The employee must make his/her request for the personal leave to his/her Department Head at least one (1) calendar week prior to the requested time off. A shorter period of previous request may be considered in cases involving unusual circumstances.
- (f) Requests for personal leave off shall only be granted in keeping with the efficient operation of the Township's operations.
- (g) The employee shall be paid at the rate of one hundred percent (100%) of his/her regular straight time rate for each unused personal leave hour remaining to his/her credit at the end of the twelve (12) month period during which they could have been used.
- (h) When an employee's employment with the Township is terminated for any reason other than for cause on his/her part, he/she shall be paid for fifty percent (50%) of the sick leave hours remaining to his/her credit at time of termination.

ARTICLE 23

SICK LEAVE DAYS

Section 1. Through March 31, 1991, employees earned Sick Leave pay benefits at the rate of .6666 percent of 8 hours for each full month of service. An employee was allowed to accrue his/her sick leave credits into a bank of 320 maximum hours.

Effective on and after April 1, 1991, an employee will no longer accrue Sick Leave hours credit. Hours accrued through March 31, 1991 may be used by the employee in any of the three (3) following ways:

1. An employee may leave the accrued hours in the bank and if he/she has ten (10) or more years of service at the time of his/her termination of employment, he/she will be paid for fifty percent (50%) of such accumulation at the time of termination or within a reasonable amount of time thereafter.
2. An employee may use the accrued hours as paid sick leave time for time missed from regularly scheduled work when benefits under both the Short Term and Long Term Disability Insurance Programs are not payable.
3. An employee may convert annually up to 80 hours of accrued sick leave credits into paid vacation leave, in that year, at the rate of 1 hour of paid vacation for 2 hours of accrued sick leave.
4. If an active employee with ten (10) or more years of service dies, the Employer will pay 50% of the deceased's unused sick leave credits to the beneficiary(ies) whom he/she had designated for this purpose in writing with the Employer. If no beneficiary(ies) had been so designated, the Employer will pay said amount to the deceased's estate.

ARTICLE 24

OTHER LEAVES OF ABSENCE

Section 1. Maternity. Maternity leaves shall be granted in keeping with controlling federal and/or state statutes and/or agency regulations.

Section 2. Bereavement. In the event of the death of his/her spouse, child, or parents, a full time regular seniority employee will be entitled to pay for up to three (3) full regularly scheduled work days that he/she misses from work during the period of time that begins with the day of death and ends seven (7) calendar days after the day of the funeral.

In the event of the death of a full time regular seniority employee's brother, sister, parent-in-law, grandparent, grandchild, or relative who is a permanent resident in the employee's household, the employee shall be paid for up to three (3) days missed from his/her regularly scheduled work during that period of time beginning with the day of the death and ending with the day after the day of the funeral.

In the event of the death of an employee's close relative not listed above, the Township Manager may authorize that the employee be excused without loss of pay to attend the funeral if the funeral falls on a regularly scheduled work day for such employee.

Regular part-time employees shall receive pay under this **Section** for the hours they normally would have been scheduled to work during the period of time beginning with the day of death and ending with the day after the day of the funeral.

The Township Manager may extend any bereavement leave, but such extension will be without compensation as such compensation is provided under this **Section**.

Section 3. Jury Duty. If a regular full-time employee is summoned for jury duty and actually serves, the employee shall be paid the difference between the jury duty stipend and his/her regular pay for the period of time he/she serves on the jury.

Section 4. Military Leave. A regular full-time employee who is a member of a military reserve unit or of the Michigan National Guard and is ordered to participate in training sessions and/or perform state emergency duty shall be granted a leave of absence. Benefits will continue during the period of the leave provided that the leave does not exceed thirty (30) days. During this period, the employee shall be paid the difference between his/her regular pay and his/her military duty pay provided the appropriate documentation of such service is provided to the Township Manager. Notification of this service obligation should be given to the Township Manager as far in advance as possible.

Section 5. Unpaid Personal Leave. Whenever any paid leave provided under this Agreement is extended without pay for any reason, it becomes a personal leave, and any leave without pay is a personal leave under this Agreement. A personal leave of absence may be granted by the Township Manager. If an employee desires a personal leave of absence, a request for such shall be made to the Township Manager in writing.

Any extension of any leave of absence shall be requested in writing through the Township Manager. Written approval of the Township Manager must be given to be recognized.

Unless otherwise specifically provided by this Agreement, no wages are paid, or benefits except seniority accrue, during a personal leave or during the part of a paid leave that is personal leave.

Disability leave as the result of a Workers Compensation covered disability is not considered personal leave.

Section 6. When granted any leave, the employee automatically commits to returning to work immediately at the end of the approved leave. If an employee fails to return to work at the expiration of the leave, or any approved extension thereof, he/she shall be considered a voluntary quit.

ARTICLE 25

WORKERS COMPENSATION INSURANCE

All employees are covered by Workers Compensation Insurance for disability or death as a result of accidental injuries or occupational diseases suffered in the course of employment. All injuries, even minor ones, must be immediately reported to the employee's Department Head and an injury report completed and submitted to the Township Manager.

ARTICLE 26

REGULAR WORK DAY BREAKS

Section 1. Rest Breaks. Each employee scheduled to work a regular work day shall be allowed two (2) ten (10) minute paid rest breaks during the day. Rest periods are separate from, and not to be added to lunch periods or to be accumulated in any way. Rest periods will be taken at the site where working at the time unless the Department Head has authorized otherwise for a specific break. Rest breaks are as directed by the Department Head, and may be staggered in order not to curtail services to the public.

Section 2. Lunch Breaks. Clerical Department and Technical employees are allowed a one (1) hour unpaid lunch period during each regularly scheduled work day as scheduled by the Department Head. All other employees are allowed a one-half hour unpaid lunch period as scheduled by the Department Heads.

Section 3. Lunchrooms. Employees are provided with a lunchroom which may be used for lunch or rest breaks and are required to maintain them in a clean and sanitary manner.

ARTICLE 27

TARDINESS

Tardiness is strongly discouraged. Employees reporting to work late, or returning late from breaks or lunch periods will be docked for time lost. Tardiness is not acceptable and may subject any employee who does not maintain timely reporting for work or back to work shall be subject to disciplinary action and/or termination of employment.

ARTICLE 28

DISCIPLINARY ACTIONS

Section 1. It is recognized by the Township and by the Association that disciplinary actions are meant to correct improper behavior. Disciplinary action takes into account not only the seriousness and number of offenses but the employee's past record of performance and the circumstances under which the improper conduct was committed.

Section 2. Disciplinary actions are of the following types and purposes and may be issued in any order.

- (a) **Verbal Warning.** This form of discipline is used to call an employee's attention to improper conduct of a minor nature where there is expectation on behalf of the Department Head that such is sufficient to correct the improper conduct. Such a warning is given to the employee with only the employee involved. If notation is made in the employee's file, a copy of such notation shall be given to the employee.
- (b) **Written Reprimand and/or Warning.** Issued in those instances where the Department Head determines that it is necessary that an employee be made officially aware of improper conduct with expectation that such will be sufficient

to correct the improper conduct, or that a warning that repetition of the improper conduct will result in more serious consequences to the employee.

- (c) **Disciplinary Suspension from Work.** Issued for improper conduct of a various serious nature, or for repeated incidents of improper conduct which has not been corrected by earlier disciplinary action attempts. Disciplinary suspension is normally awarded where it is deemed that the improper conduct did not warrant termination of employment.

Section 3. An issued disciplinary action remains in effect for a period of twelve (12) consecutive months of active employment from the date of issue unless the employee receives a subsequent disciplinary action for the same improper conduct, in which case all disciplinary actions against the employee for the same misconduct remain in effect until expiration of twelve (12) consecutive months of active employment from the date of issue of the last disciplinary action for the same misconduct.

Section 4. Any disciplinary action taken against an employee, except for a verbal warning without written notation shall be accompanied by a written account of the action with copies going to the employee, the Association and the Township Manager.

Section 5. Examples of Improper Conduct. The following examples are not meant to be all inclusive, and each department may have additional specific rules and/or regulations which are applicable to employees working in the department. All work rules will be posted or otherwise made available in the work areas.

- a. Violation of the rules and procedures established in this Agreement.
- b. Unauthorized possession of property belonging to employees, the Township, or to visitors.
- c. False statements on the employment application, giving false information at the time of employment, or falsifying other personnel records.
- d. Immoral conduct or indecent behavior on Township premises.
- e. Conviction of a felony.
- f. Provoking or instigating a fight, or fighting during working hours or on Township premises.
- g. Possession of or the using of any abusive substances including alcohol and/or drugs on the Township premises or during any working hours, and includes the reporting for work while under the influence of any of such.
- h. Sale, distribution, possession, or use of illicit or illegal drugs on Township premises or during any working hours.
- i. Falsification of Township records.
- j. Insubordination; failure to perform duties in the manner prescribed or refusal to carry out instructions from Department Head; failure to accept work schedules as assigned.
- k. Doing any kind of work for another employer or for another person, including farming for yourself while on a sick leave.
- l. Violation of, or disregard of common safety practices.

- m. Misuse, abuse, waste or destruction of the Township's property or the property of an employee.
- n. Engaging in horseplay, scuffling where an injury or property damage may result.
- o. Failure to observe parking and traffic regulations on the premises.
- p. Being tardy or absent, or being absent without authorization.
- q. Contributing to unsanitary conditions or poor housekeeping.
- r. Causing the loss of material or parts due to carelessness.
- s. Wasting time, loitering, or leaving place of work during working hours without permission of the Department Head.
- t. Posting, altering or removing any matter on bulletin boards or Township property unless specifically authorized.
- u. Gambling and/or card playing on work time or Township Premises.
- v. Use or possession of another employee's property or equipment without the employee's consent.
- w. Threatening, intimidating, coercing or interfering with fellow employees.
- x. Distributing written or printed matter of any type on Township premises unless approved by the Department Head.
- y. Making false, vicious, or malicious statements about any employee or the Township.
- z. Restricting output.
- aa. Sleeping on the job during paid work time.
- bb. Unauthorized possession of firearms, weapons or explosives.
- cc. Abusive language toward fellow employees, supervision or the public.
- dd. Release of Township confidential information.
- ee. Having an unsatisfactory driving record.
- ff. Operation of a motor vehicle or other equipment during working hours in a reckless or wanton manner likely to endanger persons or property.
- gg. Unauthorized use of Township equipment, supplies, tools or property.
- hh. Failure to report all accidents and injuries as soon as possible.
- ii. Falsifying time records or pay slips.

ARTICLE 29

DISCHARGE

An employee who is to be terminated for disciplinary reasons shall immediately be given a written notice to that effect by the Township Manager. The employee shall have the right, upon request, to have his/her Association representative present at any meeting which is called for the purpose of discharging the employee.

ARTICLE 30

INSURANCE

Section 1. Group Term Life Insurance. The Employer shall provide each full time employee who has completed the new employee orientation period with Group Term Life Insurance coverage in the amount of \$20,000 with Accidental Death Dismemberment in the amount of \$20,000.

Section 2. Health Insurance. The Township will pay the premium cost for providing each full time employee who has completed the new employee orientation period and his/her eligible dependents (Eligibility as determined by the Carrier's rules), excluding Family Continuation - Dependents ages 19 through 25, with health insurance in the form of, or relatively equivalent to, Blue Cross/Blue Shield of Michigan PPO Plan with the Master Medical Option \$100 per person \$200 per family deductible with 80/20 Co-pay, a three dollar (\$3.00) co-pay drug rider. Participation, coverage and payment of benefits shall be subject to the Insurance carrier's rules. An employee who desires to have coverage under this plan extended to his/her dependent children ages 19 - 25 as Family Continuation may do so at his/her own expense. The employee must sign an authorization for a deduction from his/her pay in the amount necessary to pay for the extension to Family Continuation coverage.

Section 3. Group Dental Insurance. The Township will pay up to the two (2) party premium cost for providing each full time employee who has completed the new employee orientation period, including one (1) of his/her eligible dependents, with the Michigan Blue Cross/Blue Shield Dental Insurance Plan with RC/25/50 benefit levels. Participation, coverage and payment of benefits shall be subject to the Insurance carrier's rules. An employee who desires to have Dental Insurance coverage extended to Family coverage may do so, but at his/her own expense. Any monthly premium cost for covering more than one (1) dependent which exceeds the monthly premium cost for insuring two (2) persons must be paid for by the employee who must sign an authorization for a deduction from his/her pay in the amount necessary to pay on a monthly basis the additional monthly premium cost for covering such dependents.

Section 4. Orthodontics and/or Vision Insurance Coverage: Employees in the bargaining unit under this labor agreement may subscribe as a group to add Orthodontia coverage to their other coverage under the current Township selected and provided Dental Insurance program, and such employees may also subscribe to coverage under the Township's selected Vision Insurance Program. Participation, coverage and payment of benefits for either the Orthodontia or the Vision insurance coverage shall be subject to the Insurance carrier's rules and to the terms and provisions for classes of coverage as provided under *Section 5* below of this *Article*. Such Orthodontia and/or Vision Insurance coverage(s), if subscribed to, will be at the expense of the employees. All eligible employees in the bargaining unit who are covered

under the Township provided Health Plan and Dental Program, without exception, must subscribe to the Orthodontia coverage or such coverage will not be available to any of such employees; and all such employees must subscribe to Vision Insurance coverage or such coverage will not be available to any of such employees.

Section 5: Conditions under which Township Provides or Makes Available Insurances described under Sections 2, 3 and 4: Notwithstanding any provision or provisions of this labor agreement to the contrary, the Township's providing or making available to its employees any of the insurance coverages described under **Section 2,3 or 4** above are subject to the terms and provisions of this **Section 5**.

Blue Cross/Blue Shield of Michigan's contract with the Township for insurance coverages as provided under **Sections 2, 3 and 4** of this **Article** requires in part that an employee must carry the same class of coverage under the Dental Plan as he/she has under the Health Insurance Plan, i.e. if a person has one party coverage under the Health Plan then he/she must have one party coverage under the Dental Plan, and if he/she has two party coverage under the Health Plan then he/she must have two party coverage under the Dental Plan, and if he/she has dependent coverage under the Health Plan then he/she must have dependent coverage under the Dental Plan. Therefore, if an employee refuses to sign a payroll deduction authorization for any additional monthly premium cost for insurance coverages as described and provided or made available under **Sections 2, 3 or 4** above, the Township shall not be obligated or required under this labor agreement to provide or make available any Health or Dental insurance to such employee or to his/her dependents at the Township's expense, except with regard to making such insurance coverages available as may be required under COBRA legislation, nor shall the Township be required to pay the monthly premium amount or any other expenses or costs associated with or related to providing such employee and/or his/her dependents with any kind of Health or Dental insurance coverage. Further, the Township shall not be liable for any expenses or other costs to the employee and/or his/her dependents associated with or related to any health or dental care procedures or claims arising to such employee and/or such dependents whether such procedures or claims may have been covered and paid for in part or in whole under the Township's Health or Dental Care insurance plans.

Section 6. Health Maintenance Organizations Options. Should an eligible employee elect to receive the health care coverages as described in **Section 2** immediately above, he/she may do so in lieu of participating through the paid insurance plan described in **Section 2**; however, the Township's liability to any such HMO shall not exceed the cost it pays for an employee and/or an employee with dependents for the insurance coverages under **Section 2** immediately above.

Section 7. Continuation of Coverage and Premium Payments During Disability Leaves:

- (a) **Workers Compensation Covered Disability Leaves.** When an employee who is eligible under **Sections 2 or 3** above for employer paid monthly premiums is out of work because of a Workers Compensation covered disability, the Township shall continue to provide the insurance coverage and pay up to the first twelve (12) premiums that fall due on such coverages during the period of disability leave.

- (b) **Non-Workers Compensation Covered Disability Leaves.** When an employee who is eligible under **Sections 2** or **3** above for employer paid monthly premiums is out of work because of a non-Workers Compensation covered disability, the Township shall continue to provide the insurance coverage and pay an amount equal to the Single Subscriber Coverage Monthly Premium under the plans toward the total monthly premium cost for up to the first six (6) premiums that fall due on such coverages during the period of disability leave.

Section 8. For an employee who retires during the term of this Labor Agreement and for that employee's spouse who is his/her spouse at the date of the employee's retirement, only during the life of such retiree, the Township shall pay fifty percent (50%) of the monthly cost for insuring such retiree and his/her spouse under the Employer's group health plan provided such retiree meets all of the following conditions:

1. The retiree must have retired from active employment with the Township and be eligible to receive and must receive a pension benefit from the Michigan Employees' Retirement System as a result of such employment with the Township commencing immediately upon such retirement.
2. The retiree must deposit with and/or otherwise remit to the Employer his/her and his/her spouse's share of the monthly premium cost for such health care coverage in the amount, in the kind, and by the date as directed by the Employer and as any of such may be changed by the Employer from time to time.
3. Any failure by the retiree to meet any of the separate and/or the several conditions described above shall not result in any liability whatsoever, of any kind, to the Employer nor shall such result in any expenses and/or costs to the Employer regardless of the nature of such as a result of any claim brought by such retiree and/or his/her spouse under this provision as the result of the retiree and/or his/her spouse not having met such condition and/or conditions.

Section 9. Short Term Disability Insurance Benefit. The Employer shall provide each full time employee who has completed the new employee orientation period with Short Term Disability insurance coverage that provides a weekly benefit equal to 60% of an employee's 40 straight time hour wage for up to 26 weeks for the same non Workers Compensated disability to an employee when that employee is unable to perform his/her work due to non-Worker's Compensated connected disability. The benefit commences with the 1st day of absence due to accident, and the 8th day due to illness. An employee may not receive this benefit and any accrued sick leave pay concurrently.

Section 10. Long Term Disability Insurance Benefit. The Employer shall provide each full time employee who has completed the new employee orientation period with Long Term Disability insurance coverage that provides a weekly benefit equal to 60% of an employee's 40 straight time hour wage after a 180 day elimination period up to age 65 to the employee when he/she is out of work and unable to perform his/her job because of a non Workers Compensated disability. The benefit commences with the 181st day of absence due to the disability. An employee may not receive this benefit and sick leave pay concurrently.

ARTICLE 31

RETIREMENT

Section 1. Retirement System. All regular employees are required to become members of the Michigan Municipal Employees Retirement System (MERS) after completion of the new employee's Orientation Period. Upon completion of the period, credit shall be allowed to the date of employment. Effective for employees who retire after December 31, 1990, the MERS Plan benefit level will include the B2, V6 and FAC3 Riders.

Section 2. Employer Contribution. The Employer shall pay the full cost for providing the benefit under the Plan as provided under **Section 1** above of this *article*.

Section 3. Township Contribution. The Township contributes actuarially determined amounts required to keep the retirement system in sound financial condition.

Section 4. Records. Each new eligible employee shall be required to file with the Township a membership form giving information relative to date of birth, the designation of a beneficiary, a contingent beneficiary, and the dates of birth of the beneficiaries. A birth certificate or other documentary evidence for age verification must be submitted upon the member's attainment of age 50.

Section 5. Eligibility. Employees may retire after December 31, 1996 if they are 55 years of age, or older, and have 30 or more years of service credit under the plan. Employees who terminate after 6 or more years of credit will be eligible for a deferred retirement allowance upon attainment of age 60 if they leave their accumulated employee contributions on deposit with the MERS system.

Section 6. Separation. If a member separates from Township employment before being eligible for a benefit, a request for refund of his/her accumulated contributions may be filed. Refund application forms may be obtained from the Township Manager.

Section 7. Retirement. Employees contemplating retirement shall contact the Township Manager sixty (60) to ninety (90) days prior to the anticipated date of such in order to insure there in no delay in retirement benefits.

Section 8. Information. A pamphlet concerning the MERS shall be furnished eligible employees upon request through the Township Manager.

ARTICLE 32

MISCELLANEOUS

Section 1. Bulletin Boards. Bulletin board space shall be made available in all departments for the use of the employees. Bulletin board space shall be used for posting notices of bona fide Association activities only. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board.

Section 2. Uniforms. The Township shall pay the cost for providing uniforms for full time employees in the Public Works and Waste Water Departments, and during the term of this agreement, the Township will provide such employees with a heavy coat or jacket for cold weather and a light weight jacket or coat for cool weather. The winter coat shall be in the style of a "Carhart" coat.

Rain suits, rubber boots, coveralls and rubber gloves shall be furnished when such are necessary for the safe performance of assigned job duties

Section 3. Safety Shoes. Employees required by the Township to wear safety footwear or other protective devices for the feet shall wear them as prescribed and directed, and the Employer will reimburse each of these employees for the purchase of safety footwear in an amount up to one-hundred dollars (\$100.00) every twenty-four (24) months beginning with the employee's first purchase after the effective date of this Agreement, and then 24 months thereafter, and so on. The employee must present the safety shoes, and show proof of purchase and a bona fide receipt from the sales source showing the purchase price and the date of purchase in order to get any reimbursement to which entitled hereunder.

Section 4. Lockers. Employees in the D.P.W. and Water/Sewer departments are provided with lockers for storing clothing, equipment, and other items.

Section 5. General Policy. It is the policy of the Township to provide a healthy and safe place to work for each and every Township employee. The Township shall abide by and enforce all safety and health regulations as set by federal, state and local governments. All Township employees are required to utilize good safety and health practices as dictated by job, location, and circumstances. Employees should report any unsafe conditions or practices to their Department Head or to the Township Manager.

Section 6. Eye Protection. Employees required by the Township to wear and/or use safety glasses and/or other eye protecting devices shall do so. Any employee who wears prescription, i.e. corrective lenses, shall be reimbursed by the Township for the difference in cost between safety prescription lenses and regular prescription lenses; or the Township may provide other protective devices in lieu thereof at its discretion. The employee shall bear the cost of frames and the cost of any examination and/or examinations connected with the acquisition of prescription and/or corrective eye glasses.

An employee is personally responsible for the care and maintenance of any safety glasses and/or other eye protecting devices issued for his/her use by the Township. Where an employee has been directed by the Township to wear safety glasses, regular or prescription, and has broken them in the faithful performance of Township job duties and can demonstrate how they were broken and/or otherwise provide proof that they were broken while faithfully performing such job duties to the satisfaction of the Township Manager, the Township shall pay the cost of replacing such glasses but shall not be liable for the cost of any examinations or special fees.

Section 7. Mileage. An employee shall be reimbursed at the then current I.R.S. mileage allowance rate for each mile used on official business by the employee in his/her personal vehicle as authorized by the Township Manager. Tickets for standing and/or moving violations will not be paid for, nor will travel to and from the employee's residence to the job site.

Section 8. Travel Vouchers. Travel vouchers are available through the Department Head or at the administrative offices. They must be approved by the Township Manager, and must include the following:

- (a) Date and time of departure from Township.
- (b) Date and time of return to the Township.
- (c) Purpose of trip.
- (d) Total distance traveled in miles, if driven.
- (e) Meals: Costs of breakfast, lunch and dinner. Only reasonable costs for such meals will be reimbursed.
- (f) Receipts for all meals, lodging and other expenses incurred on the trip.
- (g) Amount of travel expense, if any.

Section 9. Travel Advances. Employees may request a travel advance from the Township Manager to cover anticipated travel expenses. The employee is required to fully complete and submit the travel voucher upon return from the trip. The amount of the advance should be noted on the travel voucher. Any money received in excess of actual expenses must be returned to the Township.

Section 10. Meals. Employees will be reimbursed for reasonable actual expenses incurred for meals on approved Township business. Employees must obtain receipts for meals and document all expenses on the travel voucher.

Section 11. Gratuities. Gratuities for meals are recognized as necessary and are acceptable expenses; however gratuities in excess of 15% per meal shall not be reimbursed.

Section 12. Lodging. Employees will be reimbursed for reasonable actual expenses incurred for lodging while on approved Township business. Employees must obtain receipts for lodging and document all expenses on the travel voucher. When an employee on travel status shares a hotel or other lodging with other travelers, reimbursement will be:

1. If hotel or other lodging is shared with travelers who receive no reimbursement from the Township, reimbursement to the employee will be at the single occupancy rate regardless of the number of rooms occupied, and the single occupancy rate must be noted on the receipt.
2. If room accommodations are shared with other employees of the Township who will receive reimbursement from the Township, reimbursement will be divided equally among those receiving reimbursement.

Reimbursement for other expenses such as baggage handling, tolls, taxis, public transportation, and other attendant expenses will be allowed. Under no circumstances will expenses of a personal nature be included in a charge against public funds. Reimbursement for use of taxis and other forms of public transportation shall be limited to trips necessary for the conduct of official Township business.

Section 13. Reimbursement for Spouses, other Relatives and Persons. Expenses of husbands, wives, or other relatives who attend conferences or conventions out of the Township shall not be aided by public funds.

Section 14. Residence. All employees of the Township must become and remain residents of the Township during their term of employment with the Township within 12 months after the date of hire unless otherwise exempted from such requirement by the Township Board.

Section 15. Publications. The Township will pay for subscriptions to periodicals and for the purchase of books related to the employee's work if it is determined that such publications will contribute to the employee's knowledge and ability to perform the job. Requests must be submitted in writing to the Department Head.

Section 16. Training. The Township will pay for workshops, seminars and other training if it is determined that such training will contribute to the employee's knowledge and ability to perform the job. Requests must be submitted in writing to the Department Head.

Section 17. Garnishment of Wages. Bridgeport Township will comply with any lawful court order to deduct a certain portion of the wage from the paycheck. Notice of garnishment will be placed in the employee's personnel file.

Section 18. Suggestions. Employees who have suggestions for improving the policies, procedures or operations of the Township may submit those suggestions in writing to the Department Head or to the Township Manager. If these suggestions have been considered before, or cannot be implemented for some reason, these will be explained to the employee. If the suggestion is implemented, such will be noted in the employee's personnel file and the Township Board will be made aware of the contribution.

Section 19. Outside Employment. Restrictions on employees' outside employment shall be limited to the following:

- a. Employment with the Township shall be considered by the employee, the Union, and the Township as the employee's primary place of employment above any other employment consideration or obligation.
- b. Employees may not solicit supplemental employment in the course of performing Township job duties and employment obligations.
- c. Employees may not utilize Township facilities, equipment, telephones, supplies, motor vehicles, or materials in their supplemental employment.
- d. Employees may not take sick leave for the purpose of engaging in any supplemental work or employment.
- e. Employees may not perform such work during scheduled work with the Township.
- f. Employees may not perform outside work or be employed elsewhere when such will constitute conflict of interest with the employee's Township duties.

Section 20. Volunteer Firefighters. Employees who are volunteer firefighters with the Township's Fire Department and who are permitted by their Department Head to respond to the fire in question during their regular working hours shall receive the hourly rate of pay under this Agreement through their regular work hours, and thereafter shall receive the rate for volunteer firefighter.

Section 21. Personal Phone Calls. Employees are permitted to make brief personal local phone calls. While such calls are permitted, employees are asked to exercise discretion and to keep such calls to a minimum in frequency and duration.

Employees are permitted to make brief personal long distance calls with permission from the Department Head or the Township Manager. Such calls must be billed to the employee's home phone, personal credit card, or other third party billing.

Section 22. Personal Mail. Employees may send personal letter or packages through the Township's mail facilities, however, they shall not use Township letterhead or postage for personal reasons.

Section 23. Petitions. Employees shall not circulate petitions, political or otherwise, during working hours.

Section 24. Collections Solicitations. Employees shall not collect donations or sell merchandise to the general public during working hours or on Township premises.

Section 25. Political Activity. Employees are free to express their wishes and desires concerning political activities. Employees who become candidates for a Township office must request and receive a leave of absence, without pay, at the time of complying with candidacy filing requirements. Employees who are elected to a Township office are required to resign.

Employees may neither use their Township position for any political purpose or engage in political activities during working hours. Banned political activities during working hours include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on Township vehicles or property, or distributing political materials.

Section 26. Exit Interview. In order to document the reasons for turnover with the Township, each terminating employee will meet with the Township Manager for an exit interview. During this interview, the employee will be given the opportunity to explain the reasons for leaving. Any items belonging to the Township will be turned in at this time. A "Notice of Termination of Employment" form will be completed and filed in the employee's personnel file. If an employee does not wish to give a reason for leaving, the fact will be noted on the form.

The employee is not available for an exit interview, the "Notice of Termination of Employment" must still be completed noting the employee was unavailable for the interview.

Section 27. Death while on Duty Notice to Family. In the event of the death of an employee while on duty, the primary responsibility for contacting the family rests with the Township Manager. The Account Clerk shall have the necessary form completed and forward any amounts owing to the proper beneficiaries.

Section 28. Printing of Contract. Negotiable.

Section 29. Tuition Reimbursement. Upon the preapproval of the Township Manager and with a final grade of B or above, an employee may be reimbursed by the Township up to \$300 per year toward the cost of the tuition that he/she paid for taking a class and/or classes to improve his/her job related skills. The approval by the Township Manager in any one instance, shall not be construed by any person or party as reason for compelling or requiring approval in any other instance for the same employee and/or for any other employee and/or employees.

Section 30. It is understood and agreed that the Bookkeeper job classification has been removed from the bargaining unit effective beginning with this labor agreement and that the Chief Accountant Supervisor is allowed to perform bookkeeping functions and any other necessary accounting bookkeeping work and such shall not be a violation of this labor agreement.

Section 31. The Township has issued telephone beeper signal mechanisms to certain of its employees. The purpose of the beeper is for transmitting a signal to those employees outside their scheduled working hours that they should contact their work department. However, it is understood and agreed that employees are not required to respond to the beeper's signals during their nonscheduled work hours.

ARTICLE 33

EFFECT OF LEGISLATION

If any law now existing or hereafter enacted or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto, upon notice to the other, may reopen this Agreement for renegotiation of the invalidated portion only.

ARTICLE 34

WAIVER

The parties to this Agreement further agree that all negotiable items have been discussed during contract negotiations leading to this Agreement; and, therefore agree that negotiations will not be reopened on any item, whether or not contained herein or whether or not discussed at any time during negotiations, during the life of this Agreement.

ARTICLE 35

JOB CLASSIFICATIONS, HOURLY RATES OF PAY AND HOURLY RATES PROGRESSION SCHEDULE

Section 1. Effective on and after January 1, 1997, the job classifications covered by this labor agreement, hourly rates of pay and the hourly rate progression schedule are as provided under *EXHIBIT A* which is attached to this Labor Agreement and is included as a part hereof. The Township will engage in collective bargaining with the Association for the rate of pay for any new bargaining unit job that the Township adds.

ARTICLE 36
DURATION OF LABOR AGREEMENT

This Labor Agreement shall become effective January 1, 1997 and shall remain in full force and effect through December 31, 1999, and from year to year thereafter unless either party hereto serves written notice upon the other party at least sixty (60) calendar days prior to the expiration date of this Labor Agreement, or sixty (60) calendar days prior to any subsequent automatic renewal period's expiration date, whichever is applicable, of its intent to amend, modify or terminate this Labor Agreement.


If either party gives notice as is aforesaid to the other party of its desire to modify any of the terms and/or provisions of this Labor Agreement, and if no Agreement to such modification is reached before the expiration date of this Labor Agreement, then this Labor Agreement shall continue in full force and effect until such time as the terms and provisions of a new Labor Agreement to succeed this Labor Agreement have been mutually agreed to by the parties hereto, or until such time as the parties hereto have reached impasse on Agreement to such terms and provisions of a new Labor Agreement in which case this Labor Agreement may be terminated by either party through the party desiring such termination giving written notice of such desire to terminate to the remaining party stating the time and effective date of such termination, and the Labor Agreement shall then terminate on such date at such time.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the _____ day of _____, 1997.

For:

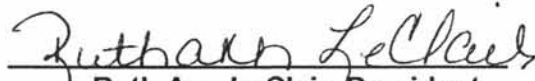
CHARTER TOWNSHIP OF
BRIDGEPORT

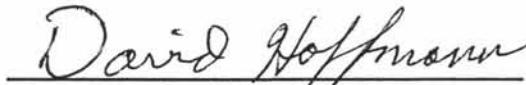

Steven M. Ciolek, Supervisor


Lee G. Carpenter, Clerk

For:

BRIDGEPORT CHARTER TOWNSHIP
EMPLOYEES' ASSOCIATION


Ruth Ann LeClair, President


David Hoffman,
Committee Member


Loretta Davis,
Committee Member

EXHIBIT A.

A. Effective January 1, 1997 For All Employees in Bargaining Unit Job Positions as of December 31, 1996.

<u>Job Classifications</u>	<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>
W.W. Mech/Operator	12.39	13.03	13.70	14.33	14.98
D.P.W.II Water	11.01	11.60	12.19	12.76	13.37
D.P.W.I Water	10.23	10.82	11.41	11.98	12.59
D.P.W. General	10.23	10.82	11.41	11.98	12.59
W.W. Laborer	10.23	10.82	11.41	11.98	12.59
(*) Account Clerk II	10.10	10.63	11.14	11.67	12.19
Account Clerk I	10.10	10.63	11.14	11.67	12.19
W.W. Lab Tech	9.05	9.58	10 10	10.63	11.14
(**) Clerk Level II	9.05	9.58	10 10	10.63	11.14
Clerk Level I	9.05	9.58	10 10	10.63	11.14

B. Effective January 1, 1998 For All Employees in Bargaining Unit Job Positions as of December 31, 1996.

<u>Job Classifications</u>	<u>Start</u>	<u>6 mos</u>	<u>12 mos</u>	<u>18 mos</u>	<u>24 mos</u>
W.W. Mech/Operator	12.82	13.49	14.18	14.83	15.50
D.P.W.II Water	11.40	12.00	12.62	13.21	13.84
D.P.W.I Water	10.59	11.20	11.87	12.40	13.03
D.P.W. General	10.59	11.20	11.87	12.40	13.03
W.W. Laborer	10.59	11.20	11.87	12.40	13.03
(*) Account Clerk II	10.45	11.00	11.53	12.08	12.62
Account Clerk I	10.45	11.00	11.53	12.08	12.62
W.W. Lab Tech	9.37	9.92	10.45	11.00	11.53
(**) Clerk Level II	9.37	9.92	10.45	11.00	11.53
Clerk Level I	9.37	9.92	10.45	11.00	11.53

C. Effective January 1, 1999 For All Employees in Bargaining Unit Job Positions as of December 31, 1996.

Job Classifications	Start	6 mos	12 mos	18 mos	24 mos
W.W. Mech/Operator	13.27	13.96	14.68	15.35	16.04
D.P.W.II Water	11.80	12.42	13.06	13.67	14.32
D.P.W.I Water	10.96	11.59	12.29	12.83	13.49
D.P.W. General	10.96	11.59	12.29	12.83	13.49
W.W. Laborer	10.96	11.59	12.29	12.83	13.49
(*) Account Clerk II	10.82	11.39	11.93	12.50	13.06
Account Clerk I	10.82	11.39	11.93	12.50	13.06
W.W. Lab Tech	9.70	10.27	10.82	11.39	11.93
(**) Clerk Level II	9.70	10.27	10.82	11.39	11.93
Clerk Level I	9.70	10.27	10.82	11.39	11.93

(*) The **Account Clerk Level II** position carries a 25¢ per hour premium over the Account Clerk I position when a major portion of the activities as Deputy Treasurer are assigned to the person in that position.

(**) The **Clerk Level II** position carries a 25¢ per hour premium over the **Clerk Level I** position when a major portion of the activities as Deputy Clerk are assigned to the person in that position.

D. Persons employed on or after January 1, 1997 who fill the bargaining unit job positions of **Account Clerk II, Account Clerk I, Clerk Level II and Clerk Level I** shall be paid in accordance with the following wage schedule.

Effective January 1, 1997

Job Classifications	Start	6 mos	12 mos	18 mos	24 mos
(*) Account Clerk II	9.71	10.22	10.71	11.22	11.72
Account Clerk I	9.71	10.22	10.71	11.22	11.72
(**) Clerk Level II	8.70	9.21	9.71	10.22	10.71
Clerk Level I	8.70	9.21	9.71	10.22	10.71

INDEX

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
5	6	<u>ASSOCIATION SECURITY CLAUSE</u> <ul style="list-style-type: none"> • Dues payments • Service Charge Payments 	
20	24	<u>BEREAVEMENT LEAVE</u>	2
22	26	<u>BREAKS</u> <ul style="list-style-type: none"> • Lunch • Rest • Lunch Room 	2 1 3
3	4	<u>DEFINITIONS</u> <ul style="list-style-type: none"> • Department Head • Employer - Township • Full time employee • Irregular employee • Regular part time employee • Temporary employee • Temporary opening • Temporary & irregular excluded • from Bargaining Unit 	2 1 3(a) 3(d) 3(b) 3(c) 3(c) 3(e)
24	28	<u>DISCIPLINARY ACTIONS</u> <ul style="list-style-type: none"> • Effective Period of Discipline in Employee's File • Notice Required • Reasons for Discipline <u>Improper Conduct, examples of</u> <u>Types of Disciplinary Action</u> <ul style="list-style-type: none"> • Suspension • Verbal Warning • Written Reprimand/Warning 	3 4 1 5 a-ii 2 2(c) 2(a) 2 b)
25	29	<u>DISCHARGE</u>	
34	36	<u>DURATION OF LABOR AGREEMENT</u> <ul style="list-style-type: none"> • Notification Requirements 	
33	33	<u>EFFECT OF LEGISLATION ON CONTRACT</u>	
1	3	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>	

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
A1-A2		<u>EXHIBIT A</u>	
6-8	9	<u>GRIEVANCE PROCEDURE</u>	
7-8		<u>Arbitration</u>	3rd Step
		• Binding decision	(d) Step 3
		• Jurisdiction of arbitrator	(c) Step 3
		• Payment of fees	(e) Step 3
		• Request for arbitration	(a) Step 3
		• Selection of arbitrator	(b) Step 3
		<u>Definitions</u>	3a.&b.
		• "Employee"	3a.
		• "Working Day"	3b.
		• Pay for Employee During Procedure	9
		• Purpose of Grievance Procedure	1
		• Employee Representation	7
		• Employer Representation	8
		• Steps of Grievance Procedure	4
		• Suspension/Discharge Processing	6
		• Time Limits for Processing Grievances	7
18	21	<u>HOLIDAY PAY</u>	
		• Full Time Employees	1
		• Part Time Employees	2
		• Recognized Holidays	4
		• Weekend Holidays	3
13	17	<u>HOURS OF WORK</u>	
25-27	30	<u>INSURANCE</u>	
		• Dental	3
		• Hospital/Medical/Surgical	2
		• Orthodontia	4
		• Vision	4
		• Conditions under which Township Provides	5
		• Long Term Disability	10
		• Short Term Disability	9
11	12	<u>JOB DESCRIPTIONS</u>	
		Township Obligation to Prepare	
33	35	<u>JOB CLASSIFICATIONS, HOURLY RATES OF PAY AND HOURLY RATES PROGRESSION SCHEDULE</u>	
		(Reference to <u>EXHIBIT A</u>)	

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
14	13	<u>JOB POSTINGS</u>	
		• Job Postings and Time Limits	1
		• Right to Employ New Employees	3
		• Selection for Promotion	2
21	24	<u>JURY DUTY PAY</u>	3
10-11	11	<u>LAYOFF AND RECALL FROM LAYOFF</u>	
		• Bumping	6(a)
		• Criteria for Layoffs	4
		• Criteria for Recall from Layoff	5
		• Notification to Association	6(b)
		• Order of Employee Layoff	1
		• Rate of Pay on Recall	2,3,6(c)
		• Temporary/Irregular Job Openings During Layoff	2&3
		• Unemployment Compensation Benefit	7
20-21	24	<u>LEAVES OF ABSENCE- (OTHER)</u>	
		• <u>Bereavement</u>	2
		• <u>Jury Duty</u>	3
		• <u>Maternity</u>	1
		• <u>Military</u>	4
		• <u>Unpaid Personal</u>	5
		• Failure to Return From Leave	6
4-5	5	<u>MANAGEMENT RIGHTS</u>	
28-33	32	<u>MISCELLANEOUS</u>	
		• Beepers, Response to	31
		• Bookkeeper, Removal from Bargaining Unit	30
		• Bulletin Boards	1
		• Collections solicitations	24
		• Exit interview	26
		• Eye protection	6
		• Garnishments	17
		• General policy - safety/health	5
		• Gratuities while traveling	11
		• Lockers	4
		• Lodging while traveling	12
		• Meals while traveling	10
		• Mileage while traveling	7
		• Notice of death of employee while on duty	27
		• Outside employment	19
		• Personal mail	22
		• Personal phone calls	21
		• Petition circulation prohibited	23
		• Political activity during work	25

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
		<i>(Miscellaneous Continued)</i>	
		• Printing of contract	28
		• Publications	
		• Reimbursement for spouse while traveling	
		• prohibited	13
		• Residency requirements	14
		• Safety shoes	3
		• Suggestions	18
		• Travel expense advances	9
		• Travel vouchers	8
		• Training	16
		• Tuition reimbursement	29
		• Uniforms	2
		• Volunteer firefighters - employees who serve as	20
14-16	19	<u>OVERTIME PAY, PREMIUM PAY AND SPECIAL PAY SITUATIONS</u>	
		• Bonuses for Licenses	9
		• Call-out Pay	4
		• Daily call-back to work pay	5
		• Longevity pay	10
		• Pyramiding of overtime pay	7
		• Overtime pay	1
		• Premium pay for holidays worked	6
		• Reporting pay	3
		• Severe weather closing	8
		• Shift premium pay	2
14	18	<u>PAYROLL PERIOD/PAYROLL MATTERS</u>	
		• Advances prohibited	3
		• Pay period established	1
		• Payroll deductions	2
		• Problems	5
		• Recording hours of work	4
19	22	<u>PAID PERSONAL LEAVE</u>	
		• Conditions	1(f)
		• Increments - how used	1(d)
		• New employees accrual	1(a)(b)
		• Pay	1(g)
		• Regular employees	1(c)
		• Requests for use	1(e)

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
13	15	<u>PAY PLAN</u>	
		• <i>EXHIBIT A</i> , Reference to	1
		• Exclusion of non-regular employees	4
		• Merit progression pay steps	2-3
1		<u>PREAMBLE</u> (<i>Identification of Parties</i>)	
12	14	<u>PROMOTIONS</u>	
		• Orientation period	1
		• Rate of pay after promotion	2
1	2	<u>PURPOSE</u> (<i>Purpose and intent of Agreement</i>)	
13	16	<u>RATES OF PAY ON TEMPORARY TRANSFER</u>	6
1	1	<u>RECOGNITION</u>	
		• Bargaining Unit Described	
		• Employees Association as Agent	
		• Employees excluded from Unit	
		• Recognition of Assoc by Twntp.	
		• Right of employee to represent self	
		• Right of Association to outside representation	7
5		<u>REPRESENTATION</u>	5
		• Authority of stewards	
		• Outside representatives of Assoc	
28	31	<u>RETIREMENT</u>	
		• Contributions	2-3
		• Eligibility of employees	5
		• Information regarding	8
		• Record keeping	4
		• MERS Retirement System	1
		• Retirement	7
		• Separation from employment	6
8-10	10	<u>SENIORITY</u>	
		• Departmental Seniority	3
		• Loss of seniority	5
		• New employee orientation period	4
		• Regular part-time seniority	2
		• Regular Seniority	1

<u>PAGE</u>	<u>ARTICLE</u>	<u>TITLE AND CONTENTS</u>	<u>SECTION</u>
20		<u>SICK LEAVE DAYS</u>	
		• Discontinuation	1
		• Death, payment upon	1.4
		• Frozen, how to use accrual	1.1-1.4
6	8	<u>STEWARDS AND ALTERNATES</u>	
		• Employee's representatives	4
		• How selected	2
		• President's activities	3
		• Rules governing activities	1
22	27	<u>TARDINESS</u>	
16-18	20	<u>VACATION PAY AND LEAVE</u>	
		• Approval of leave	8
		• Carry over year to year	5
		• Holidays falling during vacation	9
		• Rate of accrual of leave credits	2
		• Rate of pay	1
		• Requests for leave	6-7
		• Scheduling of leave	3
		• Upon separation of employment	10
		• When vacation pay is due	4
33	34	<u>WAIVER "Zipper" Clause</u>	
21	25	<u>WORKERS COMPENSATION</u>	
