

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON
AND
LOCAL 1917.31 MID-MANAGEMENT EMPLOYEES
OF MICHIGAN COUNCIL 25 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

APRIL 1, 2006 THROUGH MARCH 31, 2010

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AND LOCAL 1917.31 MID-MANAGEMENT EMPLOYEES MICHIGAN
COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and Local 1917.31 of Michigan Council 25, American Federation of State, County, and Municipal Employees; AFL-CIO, hereinafter referred to as the Union:

WITNESSETH:

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

WHEREAS, the employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment or other conditions of employment, and

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

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

ARTICLE I

GENERAL PROVISIONS

Section 1. PURPOSE

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

- A. EMPLOYER shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
- B. UNION shall mean Clinton Township Mid-Management, Supervisory Employee's Chapter 1917.31, Michigan Council 25 of American Federation of State, County and Municipal Employees, AFL-CIO.
- C. EMPLOYEES shall mean all members of the bargaining unit classification as hereinafter defined in Section 3 of this Article.

- D. BOARD shall mean the Clinton Township Board.
- E. In the construction of the words used in this Agreement, whenever the singular is used, it shall include the plural and vice versa whenever the masculine gender is used, it shall include the feminine gender, and vice versa.
- F. WSD shall be the abbreviation for the Water and Sewer Department.
- G. DPW shall be the abbreviation for the Department of Public Works.

Section 3. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement for the following:

- WSD Systems Control Supervisor
- DPW/WSD Foremen
- DPW/WSD Chief Inspector
- WSD Meter Supervisor
- DPW/WSD Assistant Foremen
- DPW/WSD Assistant Chief Inspector
- Office Manager I & II/Gerontology
- Office Supervisor

If new classifications are proposed, the parties agree to a re-opener with reference to the classification and wages.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

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

Section 5. SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiation which are not incorporated herein and as to each of those matters as well as any other matters which were not

considered in negotiations, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof. Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, they shall furnish the other party with written notice hereof setting forth specifically the matters upon which negotiations are requested.

Section 6. MANAGEMENT'S RIGHTS

It is mutually agreed that there is reserved exclusively to the Employer, all responsibilities, powers, rights and authority vested in it, or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 7. EMPLOYEE CONFLICT OF INTEREST

In recognition that a conflict of interest may arise, it is mutually agreed that an Employee covered by this Agreement shall not engage, directly or indirectly, in any work as an Employee, independent contractor, for himself, or any other person when such work is related to any matter pertaining to the Charter Township of Clinton or which is inspected by the Charter Township of Clinton.

ARTICLE II

UNION SECURITY & CHECK OFF

Section 1. UNION SECURITY - AGENCY SHOP

As a condition of employment, any present or future employee covered by this Agreement who is not a member of this Union and who does not make application for membership shall pay the Union each month, a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union membership dues of this Union.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The following terms and conditions shall apply:

- A. Employees, if not already a member of the Union, shall pay an initiation fee and the periodic dues uniformly required or service fee.
- B. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- C. Employees not joining the Union shall not be required to pay an initiation fee.

The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, suits and, other forms of liability, resulting from 'the action taken by the Employer in conformity with this Article.

Section 2. CHECK OFF OF DUES, INITIATION FEES, AND SERVICE FEES

The Employer shall deduct the Union Initiation Fee/Union Dues; and/or the service fee, when applicable, from the second paycheck of each calendar month for each Employee from whom it receives written authorization to do so on the "Authorization for Payroll Deduction" form (Exhibit "A") attached hereto and made part of this Agreement.

The following terms shall apply to all such deductions:

- A. WHEN DEDUCTIONS BEGIN. Deductions shall begin with the second pay of the following month in which the Employer receives the written authorization form.
- B. TERMINATION OF CHECK OFF. Deductions shall terminate with the month immediately following the month in which the Employee terminates his/her services with the Employer.
- C. REMITTANCE OF DUES BY EMPLOYER. Deductions for each calendar month shall be remitted to the designated financial officer of the local Union within ten (10) days after such deductions are made.
- D. DISPUTES CONCERNING CHECK OFF. Any dispute arising as to an employee's membership in the Union for purposes of check off shall be reviewed by a representative of the Employer and the Union and if not resolved, it may be referred to the final step of the grievance procedure for hearing and decision.
- E. LIMITATION OF EMPLOYER LIABILITY. The Employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than such amount as may constitute actual deductions made from wages earned from employees in accordance with the authorization on file with the Employer.

Section 3. P.E.O.P.L.E. CHECK OFF

The employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction as provided for a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the international Union together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 4. ANNUAL ELECTRONIC TRANSMISSION

On an annual basis the Employer shall electronically transmit to the Union the following information on bargaining unit employees: name, gender, mailing address, and home telephone number.

ARTICLE III

STEWARDS & ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The Employees of the DPW will be represented by a Steward from the DPW Division. The Employees of the WSD will be represented by a Steward from the WSD Division. The employees of the Senior Center/Civic Center will be represented by a steward from the Office Manager/Office Supervisor Division. In the absence of the Steward, an Alternate Steward may be appointed by the Union.

Within fifteen, (15) days after the effective date of this Agreement, the Union will furnish the Employer with a list of Stewards and Officers of the Union and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer.

Section 2. STEWARDS CONDUCTING UNION BUSINESS DURING WORKING HOURS

The Chairperson or any Steward on each shift may engage in Union business relating to grievances during working hours without loss of pay or time for a period up to three (3) hours in any work week collectively, with mutual consent for additional time if required.

ARTICLE IV

SPECIAL CONFERENCES & COLLECTIVE BARGAINING NEGOTIATIONS

Section 1. PURPOSE & INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitate conferences between the Union and the Employer, the parties hereby agree to meet as necessary for such purpose.

Section 2. TIME, PLACE; GENERAL PROVISIONS CONCERNING SPECIAL CONFERENCES

- A. Special Conferences shall be held during working hours for the day shift except when mutually agreed to the contrary. If held during working hours, the Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference.

- B. The Union and the Employer shall be represented at such conference by at least two (2) representatives each and the Union can be represented by a Michigan Council 25 representative.
- C. The Union and the Employer shall each present to each other the agenda of any matter which they respectively desire to discuss at the conferences at least seven (7) calendar days prior to the scheduled date of conference unless otherwise mutually agreed. The conference shall be confined to those matters included in said agenda.
- D. The place of conference shall be the premises of the Employer and the Union Representatives may meet on such premises for a period not exceeding one-half (1/2) hour immediately preceding the scheduled time of the conference.

Section 3. COLLECTIVE BARGAINING NEGOTIATIONS

The Union shall be limited to two paid employees for collective bargaining purposes for negotiations scheduled during working hours.

ARTICLE V

GRIEVANCE PROCEDURES

Section 1. DEFINITION

Grievance shall mean a complaint by any employee, group of employees or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The termination of services or failure to re-employ any probationary employee for other than Union activity shall not be the basis of any grievance.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in the processing of any grievance under the procedure established hereafter in Section 4 of this Article.

- A. Any employee who believes he has a grievance shall first discuss the matter with his Steward.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and, such representative may mediate the grievance if the employee consents thereto.

- C. All days mentioned herein for time purposes shall be work days, excluding Saturday, Sunday, and Holidays, unless otherwise stated.
- D. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- E. After Step One of the grievance procedure, any hearings under the succeeding Steps shall be conducted before or after working hours except for such hearing as may be held by the American Arbitration Association, it being mutually agreed that none of the parties hereto can regulate the time of hearing before that body, provided, however, any other hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present. When any such hearing is held during working hours, all employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose. Provided, however, the Employer shall not be obligated to excuse and/or pay more than two (2) Union representatives for any such hearings.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE. At any time within five (5) working days of the date of the occurrence out of which the grievance arises, an Employee who feels they have a grievance should attempt to discuss this with the Assistant Superintendent or Superintendent. The Employee shall have the right to request his Union Steward be present for the discussion. If the matter is not settled at this Step, the Union may move this to the next step of the grievance procedure.
- B. STEP TWO. In the event the grievance is not disposed of during the Step One process, then and in that event, within ten (10) working days after the decision of the Superintendent, the matter shall be referred in writing to the Human Resources Director. By the adoption of this contract, the Township Board agrees that the Human Resources Director has the power and authority on behalf of the Township to resolve all grievances at this Step Two level. The Human Resources Director shall hold a hearing within ten (10) working days of receipt of grievance and shall issue his determination within ten (10) working days of the termination of the grievance hearing. The Human Resources Director's determination shall be supplied to the Union President.
- C. STEP THREE. If the grieving party is not satisfied with the decision rendered by the Human Resources Director, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director to appeal the matter to the Civil Service Commission or resort to binding arbitration.
- D. STEP FOUR: FINAL & BINDING ARBITRATION. Within thirty (30) calendar days after receipt of the Township's answer as submitted by the Human Resources

Director, the Union may move the grievance to arbitration by notifying the Township Clerk with a copy to the Human Resources Director of its intent to arbitrate. The parties shall then attempt to mutually select an arbitrator. If, within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the American Arbitration Association to be processed in accordance with its voluntary labor arbitration rules. The time limit for submittal to the American Arbitration Association shall not exceed forty (40) calendar days' from the Union's notice of intent to arbitrate.

The fees and expenses of arbitration shall be shared equally by the Township and the Union. The arbitrator's decision shall be binding on both parties; however, the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

- E. **ALTERNATE RELIEF.** Whenever an Employee appeals a decision of the Human Resources Director, he/she may appeal to the Employees Civil Service Commission rather than binding arbitration, but the Employee cannot have both reliefs. The selection of one forum on appeal automatically eliminates any use of the other forum and any appeal to the Employees Civil Service Commission must also be made within thirty (30) days of the answer of the Human Resources Director.

ARTICLE VI

DISCHARGE & DISCIPLINE

Section 1. NOTICE TO UNION

The Employer agrees to furnish the Employee with at least two (2) copies of a written notice of discharge or discipline, and the Employee may deliver a copy of such notice to his/her Steward and/or Alternate Steward.

Section 2. APPEAL OF DISCHARGE OR DISCIPLINE

If the Employee desires to appeal his/her discharge or discipline, the grievance procedure in Article V shall be followed.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired or placed within the bargaining unit shall be on probation for the first one hundred eighty (180) calendar days following their first day of work.

If Management does not terminate the Employee during the probationary period, then the Employee shall be entered on the seniority list and his/her seniority shall be computed from the date of his/her initial work day. As between Employees with identical seniority dates, the Employee with the lowest last four numbers of his/her social security number shall be considered senior.

There shall be no seniority amongst probationary employees.

The Union shall be the exclusive collective bargaining representative of all probationary employees in respect to rates of pay, wages, hours of employment, and other conditions of employment within this Agreement; provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such Employees shall not be subject to the grievance procedure.

Section 2. QUALIFICATORY EMPLOYEE

An Employee from another bargaining unit under the Employer who accepts an open position within this bargaining unit will serve a ninety (90) calendar day "trial period" for the new position. During this trial period, either the Employee or the Employer may elect to move the Employee back to their former department in accordance with that collective bargaining agreement.

"QUALIFICATORY Employee" shall carry their Township-wide seniority for all parts of this Agreement excluding layoffs and promotions. Layoffs and promotions will be done on bargaining unit seniority.

Section 3. SENIORITY LISTS

The seniority of an Employee shall not be affected by his/her race, sex, marital status, or number of dependents. The Employer shall maintain an up to date seniority List containing the names and job titles of all Employees in the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer shall furnish a revised list no later than one (1) year thereafter, provided the Union shall be notified of any changes within a reasonable time after such changes occur.

Section 4. LOSS OF SENIORITY

An Employee shall forfeit his/her seniority only for the following reasons:

- A. The Employee voluntarily quits or retires under normal retirement criteria.
- B. The Employee is discharged and the discharge is not reversed by a Township representative or as a result of the grievance procedure.
- C. The Employee is absent from work without notice to the Employer for three (3) consecutive working days.

- D. The Employee fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- E. The employee fails to return to work after having been on sick leave or leave of absence in which event such failure shall be subject to and handled in the same manner as specified in Subparagraph "C".
- F. The Employee is terminated from employment, or the employment relationship ceases, as provided by the terms of this Agreement.

ARTICLE VIII

LAYOFF/RECALL

Section 1. LAYOFF PROCEDURE

- A. Layoff shall mean a reduction in the working force due to a decrease in the work, or the financial inability of the Employer to pay for the services of the Employees.
- B. If an employee must be laid off for an indefinite period of time, the Employer shall give written notice of such layoff at least fifteen (15) working days prior to the effective date of layoff. A list of the names of such Employees shall be furnished to the Union's Secretary on the same date the notice is given to the Employees.
- C. The order of layoff of Employees shall be governed by seniority, provided however, probationary employees shall be laid off first and seniority employees shall be laid off according to their respective seniority within this unit. However, as this unit is made of executive personnel, the Employer shall not be required to lay off members of the same Department, regardless of seniority.

Section 2. RECALL PROCEDURE

After a layoff, Employees shall be recalled inversely to the order in which they were laid off. The Employer shall give the Employee written notice of recall by certified mail, telegraph or personal delivery to the Employee's last known address. If the employee fails to report to work within fourteen (10 calendar days after mailing, wiring or delivery, as the case may be, of the recall notice), the Employer may consider the Employee as having terminated his employment.

If the Employee is not recalled within two (2) years of layoff, then rights of employment shall cease.

ARTICLE IX

VACANCIES

A vacancy in the bargaining unit shall be filled by an Employee if the Employee meets the standards recited below. However, this paragraph does not automatically require the Employer to fill any position that becomes vacant.

If the Employer desires to fill a vacancy, the first employees eligible from the posting shall be those Employees from the division where the vacancy exists. If there is no selection from the division where the vacancy exists, then those Employees from the posting within the other division of this collective bargaining group shall be considered. (i.e. DPW vacancy first offered to DPW Employee and then to WSD Employee, if necessary, and vice versa). If no employee is appointed or selected from the bargaining group, then the Employer shall be entitled to hire in any manner it chooses.

The Department Head shall have the sole discretion in evaluating the qualifications of the applicants for work in his/her department. If the applicant with the greatest seniority is equally qualified as other applicants, he/she shall be given the position.

POSTINGS

Postings for a job vacancy shall be in conspicuous places for each department, i.e. the Water Department shall post it in areas where Water Department employees will have an opportunity to observe it, and the Department of Public Works shall do likewise. The posting will be for a period of five (5) working days during which time any interested Employee shall make application for the vacancy.

TRIAL PERIOD

An employee from another bargaining unit under the Employer who accepts an open position within this bargaining unit will receive a maximum of ninety (90) calendar day trial period in the new position. During the trial period, if the Department Head considers the employee's work unsatisfactory, the employee shall be returned to his former bargaining unit under the terms and conditions of that bargaining agreement.

PROMOTIONAL PAY ADJUSTMENT

When a bargaining unit employee is promoted to a higher classification, he/she shall be placed at the step increment of the higher classification which provides at least a seven percent (7%) pay adjustment. This provision will not provide a pay rate which is higher than the established maximum of the higher classification. It shall apply in cases of both permanent and temporary promotions.

WORKING OUT OF CLASSIFICATION

Employees required to perform work of a higher classification (i.e. Assistant Foreman, Assistant Chief Inspector, Chief Inspector), as a result of approved leave of absence outside of normal vacation and sick time which results in more than 40 consecutive hours shall be paid at the closest step of the higher classification, not to exceed the maximum, which provided at least a seven (7%) increase for all hours worked.

ARTICLE X

LEAVE OF ABSENCE

Section 1. PERMISSIVE LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year for any purpose which the Employer deems to constitute reasonable cause. Seniority at inception of leave is frozen, and benefits will not continue to accrue during the leave.

Section 2. MANDATORY LEAVE FOR UNION OFFICE

The Employer shall grant a leave of absence for a period not exceeding two (2) years to any member of the Union who is elected to a full time Union Office. Seniority at inception of leave is frozen, and benefits will not continue to accrue during the leave.

Section 3. VETERAN'S LEAVE

Any Employee who is drafted into the active military service of the Armed Forces of the United States shall be entitled to a leave of absence if the Charter Township of Clinton is required to provide such by federal or state law.

Section 4. JURY DUTY

An Employee who actually serves on jury duty will be paid the difference between his/her regular pay and the amount actually received for such jury duty. Proof of payment must be submitted to the Accounting Department as documentation for deduction from the Employee's regular pay.

All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days, provided the jury does not exceed sixty (60) actual days within a calendar year.

In the event that attendance in jury duty exceeds more than sixty (60) days in actual attendance, then and in that event, all benefits shall cease and be frozen until the jury duty is terminated unless the Township Board grants an extension. However, benefits shall not cease and be frozen if the jury duty was in fact a grand jury. The Department Head shall be entitled to obtain an excuse from jury duty if in his/her opinion the Employee is necessary in his/her Township position, and if such excuse is obtained, the Employee shall not attend jury duty.

The Employee shall be required to check with the Superintendent of his/her department when excused from jury duty each day to determine whether or not there is ample time to report to work.

ARTICLE XI

COMPENSATED ABSENCE

Section 1. VACATIONS

Each seniority employee shall accumulate vacation days with pay in accordance with the following schedule which may be accumulated to a maximum of thirty (30) days per calendar year.

From the date of hire through five (5) years--One (1) day per month.

Beginning the sixth (6th) year through the twelfth--One and one-half (1-1/2) days per month.

Beginning the thirteenth (13th) year--Two (2) days per month.

All members of this bargaining group on April 1, 1989 and Michael Didio, Marietta Ruthenberg, Sally McGowan, Sibyl Melik, and Lisa Supanich shall receive two and one-half (2-1/2) days per month vacation beginning the nineteenth (19th) year of employment.

The following provisions shall apply to all vacations:

- A. The time of taking a vacation shall be approved by the Superintendent in his discretion. He shall be guided in such determination in such cases by desire of the Employee and the interest of the public service in that Department.
- B. When a legal holiday, as provided in this Contract, is observed by the Employer while the Employee is on vacation, he/she shall not be charged a vacation day for the holiday.
- C. An Employee can accumulate vacation days up to a maximum of thirty (30) days during a calendar year. Any days in excess of thirty (30) days at the commencement of any calendar year will be forfeited.
- D. If an Employee becomes ill and is under care of a duly licensed physician during his/her vacation, at his/her option, the vacation will be rescheduled and the period of illness shall be charged to his/her sick leave days to the extent of the accumulation of such sick days. Provided that if the Employee's incapacity to work results in an accumulation of vacation days, he/she shall be paid for such excess vacation days. Excess vacation days because of sickness during vacation shall not be forfeited in the year that they are earned but can carry over for use during the next calendar year.
- E. Upon separation from employment, the Employee shall be paid for accrued vacation days at the compensation rate at the time of termination. In the event of death of the Employee, the representative of the Employee's estate shall be paid the vacation pay accrued under this Contract.
- F. For computation purposes, a new hire shall be given vacation credit for the first

month worked only if he/she commenced work prior to the 15th of that month. A terminating employee will be given vacation credit for the last month worked only if they worked beyond the 15th day of that month.

- G. Vacation days shall not be forfeited in the year they exceed thirty (30) days if in the best interest of the Department the vacation was delayed or denied.

RATE OF PAY

Employees will be paid their current rate based on their regularly scheduled work days while on vacation and will continue to receive credit for any benefits provided in this Agreement.

Section 2. HOLIDAYS

The following shall be paid holidays:

New Year's Eve Day	Memorial Day	Columbus Day	Christmas Day
New Year's Day	July 4th.	Thanksgiving Day	
President's Day	Labor Day	Day after Thanksgiving	
Good Friday	Veteran's Day	Christmas Eve Day	

The following provisions shall apply to all Holidays:

- A. If any of the foregoing Holidays fall on a Saturday, the preceding Friday shall be observed and defined as the Holiday.

However, when Christmas Day and New Year's Day fall on a Saturday, the preceding Friday shall be considered Christmas Eve Day and New Year's Eve Day; hence, the Employee won't work on Thursday, or Friday and such Thursday or Friday shall be considered a Holiday in the event an Employee is called into work.

- B. If any of the foregoing Holidays fall upon a Sunday, the following Monday shall be observed as the Holiday.
- C. If any Employee is required to work on a Holiday, unless such day is part of his/her regularly scheduled, shift, he/she shall be paid double time for all hours worked that day, plus his/her regular pay..
- D. The Holiday pay for each Employee shall be their current rate for an eight (8) hour work day.
- E. To receive Holiday pay, the Employee must work the scheduled day before and after the Holiday unless excused by the Department Head.

Section 3. PERSONAL DAYS

Each Employee may take off three (3) days with pay, per calendar year, for personal business upon receiving prior approval of his/her Department Head. There shall be no accumulation of personal leave days from year to year.

Both parties to this Agreement agree that if the Employee has personal days left at the end of the calendar year, then those personal days shall be voided and the Employee shall be paid for seventy-five (75%) percent of the value of those days based upon the-Employee's base wage.

In their year of hire or departure, Employees shall receive one (1) personal day for each of the following periods when they worked the greater number of work days within that period;

January - April
May – August
September – December

However, in the first period, if the Employee worked more than sixty (60) days, he/she shall be entitled to one (1) personal day for that period.

Section 4. SICK DAYS

It is understood between the parties hereto that this Article now has to be read in conjunction with Article XII (Short Term-Long Term Disability) since the accumulation of sick leave and payment thereof upon death or retirement will be limited to those days accumulated prior to July 1, 1988. After July 1, 1988, sick days will be governed by the provisions of Short Term-Long Term Disability Provisions.

Each Employee shall accumulate one (1) sick day leave for each month of his/her employment which may be accumulated without limitation through June 30, 1988. When an Employee's services are terminated, he/she or their legal representative shall be paid for one-half of all accumulated and unused sick leave days at the rate of the base pay which the Employee was receiving at the date of termination of services, provided he/she had completed at least five (5) years of service.

When an Employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement. If an Employee is ill or otherwise entitled to use sick leave, they shall give notice within an hour period commencing one-half (1/2) hour prior to starting time. If an Employee fails to give such notice, he/she shall have eight (8) hours of pay deducted from their paycheck unless they provide the Employer with a reasonable explanation evidencing their inability to give notice.

The Employer shall arrange that a foreman, assistant foreman, or other communication system shall be available at the maintenance facility for such sick leave calls.

Sick leave usage will be charged to the nearest one-half (1/2) of an eight (8) hour day in cases of absence for less than a full day.

Section 5. FUNERAL DAYS

In the event of death in the immediate family of an Employee, he/she shall be entitled when so required to necessary leave time with regular pay not to exceed three (3) days as approved by the Superintendent to enable the Employee to arrange for and attend a funeral and burial. If the funeral of an immediate family member is held more than two hundred fifty (250) miles from the Township Civic Center Offices, an employee will be granted one additional funeral leave with pay to attend the funeral.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, father-in-law, mother-in-law, stepfather, stepmother, stepchild, and grandchild.

The Employee shall be entitled to one (1) day with pay when so required in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law to attend funeral services.

Additional days may be taken if needed and approved by the Department Head to be first charged to personal days, then vacation days, and lastly sick days.

Section 6. UNION CONVENTION

The Chapter Chairman or his representative elected to attend a function of the Union such as conventions, or educational conferences, upon application, shall be allowed a total of five (5) days per year time off without loss of time or pay to attend such conference and/or conventions.

ARTICLE XII

INSURANCE

Section 1. DISABILITY/SHORT TERM - LONG TERM

The parties hereto agree that they have reviewed various short term-long term disability programs and are agreeable to discontinue the method of earning and accumulating sick days as expressed in Article XI as of July 1, 1988 in favor of the short term-long term disability program as outlined herein.

Both parties agree that as of July 1, 1988, the Township will provide the Employees with short term-long term disability benefits, the same being explained as that proposal which is open for adoption up to July 1, 1988.

The Union understands that for the initial two (2) year period the Township will enter into a contract with an insurance company to provide these short and long term disability benefits. It is agreed that if upon expiration of these policies, if the Township cannot renew or find an equivalent alternative with a different company without an increase in cost in excess of ten (10%) percent of \$100.00 per payroll, then the previous one (1) day a month sick leave policy

will be reinstated. However, the parties agree that the Union and Management will combine their efforts to find an appropriate replacement policy that does not increase the cost by more than ten (10%) percent of \$100.00 per payroll.

The sick days that the Employee has accumulated prior to July 1, 1988 shall be hereinafter referred to as "bank sick days". After June 30, 1988, but prior to September 1, 1988, each Employee shall have the right to sell all or any portion of those days in his/her sick bank to the Township for one-half (1/2) of his/her base pay per day, provided that an agreement is executed by the Employee disclaiming any right to have that payment considered for final average compensation purposes. Employees shall be allowed to transfer ten (10) of their "bank sick days" to their "current sick days" as of July 1, 1988.

The Employee shall have the option to retain his/her bank sick days to be used as later described. If such days are not used, upon termination, the Employee will receive one-half (1/2) of a day's pay at that time for each day not used pursuant to Article XI..

Commencing July 1, 1988, each Employee will be given four (4) current sick days. Each April 1st thereafter, each Employee will be given five (5) current sick days. Any current sick days in excess of ten (10) current sick days shall be paid in the first pay following the end of the contract year in which said days exceed ten (10) at the rate of one-half (1/2) of base pay for such day. The last day of the contract year-in which the excess was accumulated will determine that price of the base pay per day. Commencing April 1, 1991 and each April 1st thereafter, each Employee will be given six (6) current sick days. Commencing April 1, 2006 each employee will be given seven (7) current sick days. Any current sick days in excess of fourteen (14) current sick days shall be paid in the first pay following the end of the contract year in which said days exceed fourteen (14) at the rate of one-half (1/2) of base pay for such day. The last day of the contract year in which the excess was accumulated will determine the price of the pay per day.

Employees hired between contract years (April 1 to April 1) will earn sick days on a pro-rated basis until the 1st of April following his/her commencement of work.

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

Once an Employee is receiving disability benefits for a period of six (6) months from the application, then that Employee shall no longer be an employee of Clinton Township regardless of the fact that there are sick days, personal days and vacation days not used. This provision does not prevent the Employee from requesting a leave of absence from the Township. Upon termination, the Employee will be reimbursed for each bank sick day at one-half (1/2) day's pay, and the vacation days will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the Employee goes on disability and a new employee is hired, that new employee will be notified by the Township that the employment will be subject

to the return of the disabled employee.

Once the Employee qualifies for disability benefits, the Township shall maintain and provide the Employee's hospital, medical, life and dental insurance for the period that they are an employee. These benefits should not extend beyond twelve (12) months from the date of application for disability, which constitutes the employment period.

The Union and Employees acknowledge that they have had an ample opportunity to review the benefits of this disability insurance with a registered investment advisor and a licensed insurance counselor and they are satisfied that the benefits of this program are sufficient considerations for the relinquishment of the present sick leave policy. (For a description of the Short Term-Long Term benefits, please refer to the Summary Plan Description.)

Section 2. WORKER'S COMPENSATION

Provisions of the worker's compensation laws of the State of Michigan shall apply in all injuries, accidents or illness to Employees arising from the performance of their duties. Any Employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between 80% of his/her regular rate of pay and the amount received from worker's compensation for the duration of the recovery not to exceed six (6) months.

For the six (6) months period recited above commencing the date of injury, accident or illness, the Employee shall be entitled to accrue benefits, seniority, vacation days and the like as though he/she were working every day. At the termination of said six (6) months period, if the Employee cannot return to work then he/she shall be granted an additional six (6) months extension if the person notifies the Clerk's office that the additional period is requested. The additional extension shall not be with salary, paid supplement, or benefits unless approved by the Township Board. At a period of six (6) months from the end of the second extension if the person cannot return to work in the same capacity, the person shall be terminated unless the Township Board grants a further extension.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for credit union, union dues and pension contributions shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers' compensation checks which they have received to the Accounting Department.

Section 3. HOSPITALIZATION

The Employer shall provide and pay for hospital, medical, and surgical insurance for each Employee and his/her legal dependents upon receipt of written election from the Employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- (A) Blue Cross/Blue Shield Traditional, #16189-003, \$5/\$10 RX
- (B) Blue Cross/Blue Shield PPO, #16189-660, \$5/\$10 RX
- (C) Health Alliance Plan HMO, Group #1-89350A, \$2 RX
- (D) Blue Care Network, #00157989, \$2 RX
- (E) Blue Cross/Blue Shield Community Blue Option 1, #16189-012, \$10/\$20

The hospitalization insurance program set forth in Option E above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through D above shall pay the difference between the premium rate of Option E and the premium rate of the their selected Option, if any. Prior to the implementation for those employees who wish to enroll in the plan.

Employees hired by the Township on or after the signing of this agreement will not be allowed to enroll in the Blue Cross/Blue Shield Traditional or PPO coverage described above.

The members agree to participate in the Preferred Pharmacy Plan offered by Blue Cross-Blue Shield.

Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix A attached to this agreement and complete the form “Waiver of Medical Insurance” attached to this contract as Appendix B.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent on the health insurance policy and the other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

Section 4. DENTAL INSURANCE

The Township shall provide and pay for a dental plan for the employee and dependents. The plan will be Delta Dental Preferred Option Plus Plan. There shall be no deductible and the plan will have a one thousand two hundred (\$1,200.00) dollar limit on Class I, Class II and Class III benefits per person per contract year. Class IV benefits will not exceed a lifetime maximum of \$1,500 per eligible person.

The co-pay provision of the plan will be as shown below:

	PPO	Non-PPO
Class I Benefits:	Dentist	Dentist
Diagnostic Services	100%	100%
Preventative Services	100%	100%
Emergency Palliative Treatment	100%	100%
Radiographs	100%	100%

Class II Benefits:		
Oral Surgery	80%	65%
Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%
Class III Benefits:		
Prosthodontics	75%	60%
Major Restorative Services	75%	60%
Class IV Benefits:		
Orthodontic Services to Age 19	60%	60%

Effective for employees who retire on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I Benefits.

Section 5. OPTICAL BENEFITS

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of four hundred fifty (\$450) once every twenty-four consecutive months. Benefits for minor dependent children are eye examinations, glasses, and contact lenses. However, minor dependent children may avail themselves of such benefits once every twelve consecutive months up to a maximum value of three hundred dollars (\$300).

The Township will provide, to those employees of the bargaining unit who require them, prescription lens safety glasses. An eye exam and a new pair of such glasses will be provided once every two years. They will be made available as part of the Township's Eye Care program. There will be no charge to the employee and this benefit is provided in addition to the Township's Optometric Program described above. Employees will be required to wear the prescription safety glasses, when appropriate, at work. If an employee breaks his/her safety glasses in the course of performing his/her duties the Township will pay for the repair or replacement of the glasses. However, if the employee loses his/her prescription safety glasses, the Township will not replace them until the two year period has expired. Furthermore, an employee who damages or loses a pair of non-safety glasses at work will not be reimbursed for the damage and/or loss.

Effective for employees who retire on a regular retirement on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by and receive the same benefits as the active employees optical plan.

Section 6. LIFE INSURANCE

The Township shall provide each Employee at its expense a Fifty Thousand Dollars (\$50,000.00) death benefit life insurance policy with double indemnity in the event of accidental death.

The Employees understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised, the life insurance guarantee of Fifty Thousand Dollars (\$50,000.00) may be diminished. Any Employee requesting disability benefits shall assume the obligation of determining how such option affects his/her life insurance benefits.

Any bargaining unit member who retires under the Michigan Employee Retirement System at least age 55 with at least 25 years of service or age 60 with 8 years of service will be provided with \$10,000.00 life insurance upon retirement.

Section 7. RETIREMENT

The parties mutually recognize that all Employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with Public Employees Retirement under Act 427 of the Michigan Public Acts of 1984. The plan provided will be the B-2, FAC-3, and F55-30 Plans. The Employees shall contribute a percentage of their compensation as determined by the Employer as a participating municipality under MCLA 38.1532.

The parties hereto agree that the Employer shall not change the Employee's contribution as presently existing unless a change of State law mandates such a change. However, it is agreed between the parties hereto that any mutually agreed change is permissible provided it complies with the State requirements for modification of the Employee's contribution.

Effective April 1, 2001, for retirees who retire on or after that date, the B-2 Plan will be replaced by the B-3 Plan.

Effective as soon as possible following the ratification of this agreement, all members of the bargaining unit will be covered by the B-4, FAC-3, F55-25, V-8 MERS pension plan. The employee contribution rate will increase to six and one-half (6.5%) of their compensation.

ARTICLE XIII

WORKING HOURS AND OVERTIME PREMIUM

Section 1. WORKING HOURS & SHIFT PREMIUM

- A. The regular full working day shall consist of eight (8) hours per work day, plus a thirty (30) minute lunch period.
- B. Employees shall have two (2) breaks each day, one in the first half of their regular

shift, and the other in the second half of their regular shift. Breaks shall not exceed fifteen (15) minutes each, and wherever possible, shall be taken on the job location of the Employee.

- C. Employees shall be entitled to ten (10) minutes clean-up time immediately before their lunch period and ten (10) minutes clean-up time immediately before their quitting time.

Section 2. HOURS OF WORK – OFFICE PERSONNEL

This section shall apply to office personnel only.

- A. The regular full workday for employees shall consist of eight (8) hours per day including a sixty (60) minute lunch period.
- B. The regular workday shall commence at 8:30 a.m. and end at 4:30 p.m.
- C. Employees shall have two (2) breaks each day, one in the first half of their regular shift and the other in the second shift. Breaks shall not exceed fifteen (15) minutes.

Section 3. OVERTIME PREMIUM

- A. Time and one-half (1-1/2) shall be paid for all working hours over eight (8) hours in one (1) day, and all hours on Saturday.
- B. Double-time shall be paid as follows:
 - 1. For all hours worked on Sunday and on Holidays.
 - 2. Employees called into work on emergency basis, after 12:01 a.m. on Mondays, will receive double time for all hours worked prior to the regular starting time on Monday.

Section 4. OVERTIME AND CALL HOURS

When an Employee is called to work during an emergency, the Employee shall be paid a minimum of two (2) hours at the prevailing overtime rate.

However, if he/she works more than two hours described in the previous paragraph, he/she shall be paid at that rate for all hours worked. When an Employee is required to work overtime for at least one and one-half (1-1/2) hours beyond the regular shift, then the Employee shall receive a meal allowance of Nine Dollars (\$9.00). For each additional four (4) hours of continuous work and for every four (4) continuous hours of emergency work, the Employee will receive an additional food allowance of Nine Dollars (\$9.00). However, the Employee shall not receive more than one meal allowance for any four (4) hour-period.

Time paid shall not include any time in excess of one (1) hour from the time of acceptance to the time of reporting for overtime duty.

When an Employee is required to work fourteen (14) hours of emergency overtime and the Employee is scheduled to work within four (4) hours of termination of emergency overtime, the Employee shall have a four (4) hour break and the Employee shall have the right to work the first half of the shift or the second half, but he/she shall receive full pay for the shift.

Employees called into work on an emergency basis on a holiday will be paid two times the normal rate of pay for all hours worked prior to 7:00 AM the day following the holiday, unless the following day is Saturday, then the employee(s) will receive one and one-half times (1 1/2x) their rate of pay for any additional hours of work after 7:01 AM Saturday until 11:59 PM Saturday. However, if the following day is a Sunday or another holiday, the employee (2) will continue to be paid two times (2x) the rate until 7:00 AM of the next regular work day.

Section 5. STAND-BY DUTY PERSON

A. Water Department

1. Maintenance Facility Supervisory Personnel will provide stand-by duty coverage on a voluntary basis. The supervisory personnel who volunteer shall provide stand-by duty coverage on a rotation basis which will be posted at least six (6) weeks in advance. Replacement or back-up persons for the stand-by person will also be posted in the event the regularly scheduled person is not able to perform his/her standby for any reason. The above list shall be maintained by the first shift Maintenance Facility Supervisory Personnel. All supervisory personnel hired after the execution of this contract shall be required to perform stand-by duty and will be included on the rotation list.
2. It will be the responsibility of the stand-by person to secure the back-up person and inform all other necessary groups in the event he/she is not able to perform his/her stand-by duty.
3. The stand-by person shall provide coverage for all Department emergency calls anytime after the scheduled shift that he/she is working on. Such emergency stand-by provision shall be applicable to all weekends and holidays in order to give twenty-four hour coverage to the Department in the event of an emergency.
4. The stand-by person will be compensated for twenty- three hours of straight time per week. However, if during this weekly period there is a legal holiday as is recognized in this Agreement, then the individual will receive an additional two (2) hours of regular pay for each holiday in that weekly period.
5. The stand-by person who is called out in accordance with paragraph (3) shall receive in addition to stand-by pay, the applicable overtime rate for all hours worked with a minimum of two (2) hours.

6. One week periods for stand-by service will coincide with payroll schedules with no more than one stand-by person for any given day or holiday being compensated.
7. The parties agree that this section will be implemented immediately after this Agreement is executed.
8. It is understood and agreed that the stand-by personnel will always receive pay for the time worked on weekends and time during the week based upon the fact that he/she will receive two (2) hours per day for the first call but actual time for each call thereafter. If a stand-by person receives a call while out on a call, then that will be considered a continuing call.
9. The Employer shall only pay one beeper person for each holiday. The union shall decide who receives the holiday pay, but if an agreement cannot be reached then the person who has the beeper for the longest period commencing with the beginning of the earliest regular shift until the holiday ends.
10. Working forepersons will continue to work overtime after his/her shift if he/she wishes. A foreperson who does not wish to work overtime shall be replaced by the beeper person.
11. Taking Vehicle Home: A "beeper person" will only be allowed to take a Township vehicle home for Township use if they reside in the Charter Township of Clinton.
12. If the Department of Public Works initiates a beeper person, then the provisions of the contract relating to beeper persons will be applicable to the DPW beeper person.

B. Department of Public Works

Effective April 1, 2006, DPW personnel who serve as "Stand-by" shall receive an annual payment of twelve hundred (\$1,200) dollars per year. "Stand-by" shall be paid in the first pay period of December for the entire year. The Union shall provide the Township/Department Head a list of individuals who shall serve as "stand-by" personnel.

DPW "stand-by" personnel who reside within the Charter Township of Clinton shall be allowed to take home Township vehicles for the sole purpose of expediting response time for Township matters. Township vehicles shall not be utilized for personal use. The provisions of this paragraph shall also apply to employee Robert Turner, providing he continues to reside at his current location.

Section 5. EARLY SHIFT COVERAGE

- A. First Shift Maintenance Facility Supervisory Personnel will provide Early Shift Coverage on a rotation basis, as agreeable between themselves, which will be posted at least six (6) weeks in advance. In addition, a replacement or backup person for the Early Shift Person will also be posted in the event the regularly scheduled person is not able to perform his/her function because of sickness and the like. Any deviations from this schedule will be with the approval of the Superintendent and/or his/her representative. New employees may be assigned early shift coverage if management desires.
- B. It will be the responsibility of the Early Shift Person to secure the backup person in the event he/she is unable to report for their scheduled shift.
- C. Early Shift Coverage Shall commence one-half (1/2) hour before normal working time and such personnel shall be entitled to leave one-half (1/2) hour earlier than normal quitting time.
- D. In the Department of Public Works, the Department Foremen shall always provide the Early Shift Coverage unless management agrees to a different arrangement.
- E. The Union shall supply a list to the Employer at least one (1) week in advance designating who the Early Shift Person is and who the back-up person is.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in each general building used by Local 1917.31 Bargaining Unit Employees for the exclusive use of the Union in posting Union notices which shall not include any written material of a political nature. Any and all materials posted shall be signed by the Chapter Chairperson or Secretary of the Union and in the absence of such signature, the material may be removed by the Employer.

Section 2. HEALTH CARE FOR RETIREES

The Employer agrees to provide Health Care Coverage as provided for bargaining unit members, excluding maternity coverage, to all retirees who retire after the execution of this Agreement, which benefits shall be conditioned as follows:

- 1. The retiree must meet the minimum age and service requirements for "regular" retirement.

2. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with premiums to be funded as follows:

Percentage of Monthly Premium

Years of Service	Paid by Employer	Paid by Retiree
10-14 years	25%	75%
15-19 years	50%	50%
20-24 years.	75%	25%
25-more years	100%	0%

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

3. Employees who retire under a deferred vested pension or disability retirement, for other than a work related injury (recognized Worker's Compensation case), will not be eligible for this benefit. Employees who are approved and remain on a job related disability by MERS will receive all benefits of this Agreement but do not need to meet the age requirement for regular retirement as outlined in #1 above.

This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree's policy attempting to provide continuous coverage.

4. Retirees and spouses participating in this program, upon reaching Medicare eligibility, must enroll in Medicare Parts A and B in order to be eligible for this benefit. Blue Cross/Blue Shield traditional coverage is the only plan available to retirees upon reaching, Medicare eligibility. The Township agrees to offer PPO or HMO coverage to such retirees when and if such plans become available. Retiree health insurance benefits will be provided to a retiree's spouse after the retiree's death. To be eligible for this benefit, the surviving spouse must have been the spouse of record at the time that the employee retired on a regular retirement and began receiving retirement benefits.

Section 3. PERSONAL AUTOMOBILE EXPENSE

An Employee who is required to use their own automobile during working hours will be paid at the rate of the existing IRS rate for payment of personal car use.

Section 4. IMMUNIZATIONS & CHEST X-RAYS

All Employees may be given chest x-rays, flu shots and any and all other inoculations which may be determined to be necessary by such doctor as the Employer may designate, at the expense of the Employer.

Section 5. EDUCATIONAL BENEFITS

An Employee who on his/her days off attends a college, university, trade school or technical school in a course or program related to his/her work in the Township, with the approval of the Department Head, shall be reimbursed by the Township in the amount of tuition and books paid as is the current practice, except that the Township shall only reimburse tuition up to an amount equal to the cost for twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation.

The tuition reimbursement maximum amount for classes leading to a degree beyond an Associates Degree is \$2,000 per year.

Any Employee who withdraws from or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the Employee, such amount may be withheld from his/her pay. Advance notice shall not be necessary if the Employee is terminating employment.

All books paid for by the Township will be returned to the Township upon completion of the course. Said books will be made available to all members through use of a Department library.

If the Employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event, the Employee shall refund the prorated amount for that portion of the year, as measured by months, which remains after terminating employment.

The peroration of months shall be determined by counting any months where the Employee has employment status for at least sixteen (16) days during the calendar month and disregarding any months where the Employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time. Also, if the Employee's employment is terminated for any reason other than "just cause" by the Employer, then they will not be obligated to pay any refund.

Any classes or programs that are required by the Employer, State or Federal Body, as well as any other agency recognized to have the authority to require this education, shall be excluded from the requirements of the above paragraph.

An Employee shall be allowed-time off without loss of pay to attend all educational seminars/conferences required by the Township as stated above.

Section 6. CLOTHING ALLOWANCE

The Township will pay each employee in the bargaining, excluding Office Managers and Office Supervisors, an annual clothing allowance. This amount shall be \$1,200 in the 2006 calendar year, \$1,250 in the 2007 calendar year, \$1,300 in the 2008 calendar year and \$1,350 in the 2009 calendar year. The Township shall issue the clothing allowance to each employee April 1 of each year.

The Township shall also furnish safety equipment consisting of rubber gloves, orange vest, hard hats, safety glasses or goggles, ear protection, paper dust masks, back braces, and respirators. Such safety equipment will be furnished on an as needed basis. The clothing allowance will be pro-rated for new hires and for employees who terminate their employment with the Township.

ARTICLE XV

EMPLOYEE COMPENSATION

Section 1. WAGES

	April 1, 2006	April 1, 2007	April 1, 2008	April 1, 2009	
	2.5% Increase	2.5% Increase	2.25% Increase	2.00% Increase	
WSD Systems Control					
Supervisor					
DPW/WSD Foreman					
DPW/WSD Chief Inspector					
Meter Supervisor					
Start	\$54,758	\$56,126	\$57,389	\$58,537	
6 Months	\$57,849	\$59,295	\$60,629	\$61,842	
1 year	\$60,940	\$62,464	\$63,869	\$65,147	
DPW/WSD Assistant Foreman					
DPW/WSD Assistant Chief					
Inspector					
DPW Inspector					
Start	\$51,822	\$53,117	\$54,313	\$55,399	
6 Months	\$54,382	\$55,742	\$56,996	\$58,136	
1 year	\$56,946	\$58,370	\$59,683	\$60,877	
	April 1, 2006	October 1, 2006	April 1, 2007	April 1, 2008	April 1, 2009
	2.0% Increase	2.0% Increase	2.5% Increase	2.25% Increase	2.00% Increase
Office Manager I					
Start	\$39,673	\$40,466	\$41,478	\$42,411	\$43,259
90 Days	\$40,015	\$40,815	\$41,835	\$42,777	\$43,632
6 Months	\$40,356	\$41,163	\$42,193	\$43,142	\$44,005
1 year	\$40,698	\$41,512	\$42,550	\$43,507	\$44,377
18 months	\$42,015	\$42,855	\$43,926	\$44,915	\$45,813
2 Years	\$43,025	\$43,885	\$44,982	\$45,994	\$46,914
3 Years	\$44,186	\$45,070	\$46,197	\$47,236	\$48,181
Office Manager II					
Start	\$44,273	\$45,159	\$46,288	\$47,329	\$48,276
90 Days	\$44,930	\$45,829	\$46,974	\$48,031	\$48,992
6 Months	\$45,588	\$46,500	\$47,662	\$48,735	\$49,709
1 year	\$46,402	\$47,330	\$48,513	\$49,605	\$50,597
18 months	\$47,375	\$48,322	\$49,530	\$50,645	\$51,658
2 Years	\$48,463	\$49,433	\$50,668	\$51,808	\$52,845
3 Years	\$49,310	\$50,296	\$51,553	\$52,713	\$53,768
Office Supervisor					
Start	\$48,955	\$49,934	\$51,182	\$52,334	\$53,381
1 year	\$50,674	\$51,687	\$52,979	\$54,171	\$55,255
2 Years	\$52,394	\$53,442	\$54,778	\$56,011	\$57,131
3 Years	\$54,117	\$55,199	\$56,579	\$57,852	\$59,010

Bi-weekly amounts can be obtained by dividing the above annual salaries by twenty-six (26).

In addition to the salaries shown above, employees in the Department of Public Works and the Water and Sewerage Department shall be paid ten cents (\$.10) per hour for each S- License or Certification which they hold up to a maximum of four.

Section 2. LONGEVITY PAY

All Employees shall commence earning longevity benefits commencing their 6th year of service after their initial date of employment. Longevity pay shall be in the last pay period of November for the entire calendar year. Longevity shall be computed on base pay not in excess of \$13,000.00 annually, or at the Employee's base annual salary if less than \$13,000.00 at the time longevity is paid.

It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining units within the Township, the Township shall change this Section of the agreement to be in accord with the improvements made for other bargaining units. However, a change is not to be made should a decrease occur with the other groups.

Longevity as described in the preceding paragraphs shall be paid in accordance with the following schedule:

Starting with 6 th year of service thru 10 years	2%
Starting with 11 th year of service thru 15 years	4%
Starting with 15 th year of service thru 20 years	6%
Starting with 21 st year of service thru 25 years	8%
Starting with 26 th year of service retirement	10%

It is understood that longevity benefits and payments shall not normally coincide with an Employee's anniversary date from initial date of employment. Though paid the last pay in November, longevity payments shall be prorated from the completion of an anniversary date to the end of the calendar year, in those instances where an Employee is first placed upon longevity entitlement, and each time thereafter that there is an increase in the percentage. In the event of termination, longevity pay shall be prorated on a daily basis to the date of termination.

Effective April 1, 2006, all Office Manager/Personnel shall receive longevity per the above schedule.

Effective April 1, 2007, all 1917.31 members will no longer receive longevity benefits. These benefits are to be applied to the cost of the retirement improvements. Employees Mike Janicki, Mike Martin, Mike Didio, and Marty Wozniak shall continue to receive longevity payments. At the time of separation from the Township, these positions shall not receive future longevity payments.

Section 3. DIRECT DEPOSIT

All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

ARTICLE XVI

SEVERABILITY

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

ARTICLE XVII

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent by certified mail addressed as follows:

EMPLOYER: Charter Township of Clinton
40700 Romeo Plank Road
Clinton Twp., MI 48038

UNION: AFSCME Michigan Council #25
28000 Van Dyke, Ste. 102
Warren, MI 48093-2846

ARTICLE XVIII

EFFECTIVE DATE & DURATION

This Agreement shall be effective April 1, 2006 and continue for a term through March 31, 2010. The parties mutually agree to undertake negotiations upon written notification for that purpose given by either party not more than sixty (60) days nor less than thirty (30) days prior to the expiration of this Agreement. In the event that such notice is given, negotiations shall begin not later than twenty (20) days prior to the expiration date. If negotiations extend beyond the expiration date, each of the terms and conditions herein will be extended on a day to day basis, but can be canceled with a twenty-four (24) hour notice.

CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

LOCAL 1917.31 MICHIGAN COUNCIL 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

BY: _____
Robert J. Cannon
Township Supervisor

BY: _____
Nora Grambau
Staff Representative

BY: _____
Dennis C. Tomlinson
Township Clerk

BY: _____
Michael Didio, Negotiator

BY: _____
William Smith
Human Resources Director

BY: _____
Richard Phillippi, Negotiator

BY: _____
Michael Scott, Negotiator

BY: _____
Sally McGowan, Negotiator

APPENDIX " A "

PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allow employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

1. Providing written proof that they have current coverage under another health insurance plan and;
2. Submitting the "Waiver of Medical Insurance" form which appears as Appendix B to this agreement.

B. AMOUNT OF BENEFIT

The Employer will compensate the employee in the amount of \$100 per pay period in addition to his/her normal pay.

C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.

4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan will be eligible for this option.
 5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
 6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
 7. The Provisions of this plan which pertain to adding or dropping insurance coverage are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "B"

WAIVER OF MEDICAL INSURANCE
A N D
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any if Clinton Township's group medical plans at a later date, I will be subject to that plans enrollment rules.

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME.

SOCIAL SECURITY NUMBER

*If covered elsewhere, .you must provide written proof of other coverage.