

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON
AND THE
CLINTON TOWNSHIP PROFESSIONAL WATER WORKERS
UNITED AUTO WORKERS LOCAL 412, UNIT 76

APRIL 1, 2007 THROUGH MARCH 31, 2010

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this Friday, the 13th day of February, 2009, between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and UAW Local 412, Unit 76, 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 to incorporate in this formal written Collective Bargaining Agreement all of the terms and conditions 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 UAW Local 412, Unit 76 and its elected and appointed officers of representatives.

- C. EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined in Section 3 of this Article.
- D. BOARD shall mean the Charter Township of Clinton Board of Trustees.
- E. WSD shall be the abbreviation for the Water and Sewer Department.
- F. SUPERINTENDENT shall mean the Superintendent of the WSD.
- G. ASSISTANT SUPERINTENDENT shall mean the Assistant Superintendent of the WSD.
- H. FOREMAN shall mean any Foreman in the WSD.
- I. CHIEF INSPECTOR shall mean the Chief Inspector in the WSD.
- J. ASSISTANT FOREMAN shall mean any Assistant Foreman in the WSD.
- K. ASSISTANT CHIEF INSPECTOR shall mean the Assistant to the Chief Inspector of the WSD.
- L. EQUIPMENT OPERATOR shall mean any bargaining unit employee designated by the management to operate back hoes, sewer flushing truck, front end loaders, dump truck with belly plow, and any equipment purchased by the Township of the nature and sized now being run by the operators in the bargaining unit.
- M. UTILITY WORKERS shall mean those workers in the WSD.
- N. WSD LEADER shall be a bargaining unit employee who is appointed by the Township to supervise summer and seasonal employees only. The same person will not be selected for two (2) consecutive years.
- O. MECHANIC shall mean any employee appointed to that classification in the WSD who has met the requirements of the Employee Civil Service Commission.
- P. METER SUPERVISOR shall mean the person designated as such who is a supervisory employee in the WSD.

- Q. SYSTEMS SUPERVISOR shall mean the person designated as systems supervisor in the WSD who is part of the supervisory personnel.
- R. Mechanic Helper/Utility Worker shall mean any employee appointed to that classification in the WSD who has met the requirements of the Employee Civil Service Commission.
- S. In the construction of the words used in this Agreement, whenever the singular is used, it shall include the plural and wherever the masculine gender is used, it shall include the feminine gender or vice versa.

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 and other conditions of employment for the term of this Agreement for the following:

WSD Mechanic

WSD Equipment Operator

WSD Utility Worker/Mechanic Helper

WSD Inspector

WSD Temporary Inspector

WSD Utility Worker

Office personnel, supervisors, foremen, assistant foremen, chief inspectors, assistant chief inspectors, and such other executive or supervisory positions already established or as may be hereafter established by the Employer with reference to the WSD are excluded.

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 which were not 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 negotiation, 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 AND CHECKOFF

Section 1. UNION SECURITY AND CHECKOFF

As a condition of employment, each member of the bargaining unit shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union Dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee.

The member, or the employee paying the service fee, shall be obligated to pay the appropriate assessment, dues, and/or fees the first pay period following his/her date of hire. The dues shall be payable in advance for each month when a payment is due, and if for any reason management cannot deduct the assessment, dues and/or fees immediately because of scheduling of the computer and the like, then and in that event, when the deduction is made, the Employer shall deduct appropriate monies through the month that the deduction is made.

All employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not in arrears with payment of initiation fees, dues, and/or assessments.

The employee who fails to maintain himself/herself in good standing in the Union by the non-payment of the appropriate dues, fees and/or assessments shall be terminated within thirty (30) days following receipt by the Employer or notice from the Union that a member of the bargaining unit is in violation of this Article.

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.

The deductions shall be deducted, if possible, from the first pay of the month and from the first pay period of each month thereafter.

Deductions for any calendar month shall be remitted to the designated Treasurer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible.

Section 2. UAW V-CAP

During the life of this Agreement, the Employer agrees to deduct from the wages of each employee voluntary contributions to the UAW V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the wages of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions of

UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have hereto before been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" forms, which have been properly executed.

Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to the UAW V-CAP, care of the International Union, United Automotive, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish V-CAP with a copy of each employee's "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form. The Employer further agrees to furnish UAW V-CAP with a list of the employees' name and deductions. This information shall be furnished along with each remittance.

ARTICLE III

STEWARDS AND ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The employees may be represented by one Steward on each shift which is hereby defined to be any regular scheduled work period during which four (4) or more full time members of the bargaining unit are scheduled to work. 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 Steward/Chapter Chairperson may engage in Union business during working hours without loss of pay or time for a period not exceeding five (5) hours for any one (1) week. However, the Steward/Chapter Chairperson shall notify their immediate supervisor of the nature, starting time, and completion time of such work. This allotment will also be granted to the additional Steward(s) in the event of an additional shift.

Section 3. CALL-OUT

Upon notification of call-out by the Union within three business days, the Township may excuse no more than two (2) members of the bargaining unit to report to the Union without loss of pay or benefits. It is understood that the Township will be compensated for the employee(s) lost time.

ARTICLE IV

SPECIAL CONFERENCES

Section 1 PURPOSE AND INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitates conferences between the Union and the Employer. Special conferences may be called by either party to this agreement.

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. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference during their regularly scheduled working hours.
- B. The Employer and the Union shall be represented at such conference by at least two (2) representatives each and the Union may include in its representation a representative of legal counsel.
- C. The Union and the Employer shall present to each other at the start of the conference an Agenda of any matters they wish to discuss and the conference shall be confined to those matters unless both parties agree mutually to extend the Agenda.
- D. The place of the 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. MEMBERS ALLOWED TO NEGOTIATE COLLECTIVE BARGAINING AGREEMENTS

The parties agree that during the period of time in which a collective bargaining agreement is being negotiated, the Union shall be entitled to have three (3) members excused from work to negotiate the agreement during normal working hours for the first shift. The members negotiating the agreement for the Union shall not forfeit any of their compensation or benefits because of time spent during negotiations. If negotiations take place other than during normal working hours for the first shift, the employees shall be compensated at their regular overtime rate of pay.

ARTICLE V

GRIEVANCE PROCEDURE

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 or any other matter relating to rates of pay, wages, hours of employment or other conditions of employment.

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 provision shall apply in the mediation of any grievance under the procedure established hereafter in Section 4 of this Article:

- A. STEP ONE: Any employee who believes he/she may have a grievance shall first discuss the matter with his/her Steward. 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. After Step One, if an employee desires to continue a grievance, he/she shall follow the process listed below.
- B. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance.
- C. Time limits specified in the grievance procedure may be extended in any

specific instance only by mutual agreement in writing.

- D. After Step One of the Grievance Procedure, any hearings under the succeeding steps shall be conducted before or after working hours except when mutually agreed to the contrary. Provided, however, any hearing held under the 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 shall be excused with pay from their regular duties for that purpose. Provided, further, 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 TWO. If the employee of the WSD wishes to proceed with his/her grievance, then at any time within five (5) working days of the date of the occurrence out of which the grievance arises, the grievance shall be verbally discussed with the Foreman in an attempt to resolve the grievance by conference.
- B. STEP THREE. If the grieving party desires to appeal the decision in Step Two, then within five (5) working days of such decision, he/she shall file a written appeal with the Assistant Superintendent or the Superintendent of the WSD, specifying the incident, occurrence or condition and grounds upon which the grievance is based.

Such Department Head or Assistant shall arrange and conduct a hearing within five (5) working days of receipt of such appeal, and render their written decision on such hearing within five (5) working days after such hearing.

- C. STEP FOUR. It is understood and agreed by the parties hereto that the Board of Trustees has granted to the Human Resources Director the ability to negotiate and settle grievances within the grievance procedure. Accordingly, unless the Township notifies the Union to the contrary, if the grieving party is not satisfied with the prior decision rendered, then, within (30) working days after receiving such decisions, he/she may file a written appeal to the Human Resources Director.

The Human Resources Director shall hear the grievance and any witnesses he/she feels are desirable to resolve the matter and such hearing shall be within a fifteen (15) day period after receiving notice of the appeal and a written answer shall be filed by the Human Resources Director within (15) days after such hearing. The answer of the Human Resources Director

shall be furnished in duplicate to the Chapter Chair-person who shall forward a copy to the representative of the Union.

- D. STEP FIVE. If the dispute remains unresolved after completing the foregoing procedure, either party may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association, but only if the same is submitted within sixty (60) days from the date the Union received the Township's written response. A written record will be made of the Union's receipt of the answer. The fees and expenses of the arbitrator shall be equally shared by the Township and the Union. Costs for individual witnesses and other expenses incurred by either party will be borne by the party incurring the expense. The arbitrator's decision shall be binding on both parties and his determinations must be made on the contents of the Collective Bargaining Agreement in existence between the parties.

CIVIL SERVICE. Any unresolved grievance that has been processed through Step 4 above, depending on the option of the Union, may be submitted to arbitration pursuant to the above paragraph or may be submitted to the Employees Civil Service Commission for a final decision under its rules and regulations rather than being submitted to an arbitrator. It is agreed between the parties hereto that once the employee selects either arbitration or the Employees Civil Service Commission shall be binding, except for any appeals allowed from the American Arbitration Association or the Civil Service Commission.

- F. MUTUALLY AGREEABLE ARBITRATOR

Either party may request the other party to agree upon a mutually agreeable arbitrator or make a selection from an agreed upon list. If the parties agree, such arbitrator shall be in lieu of Step Five above. However, if an arbitrator cannot be selected under this paragraph, then the appealing party must still comply with the time constraints of Step Five or forfeit the arbitration procedure.

ARTICLE VI

DISCHARGE AND 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.

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.

Section 3. NOTICE OF INVESTIGATION

When an incident occurs which may lead to disciplinary action or when the Employer becomes aware of information which may lead to disciplinary action, the Employer will notify the affected Employee(s) no later than five (5) working days after the incident or receipt of information that it is investigating the incident. All charges shall be void unless filed within ninety (90) calendar days of the incident.

Section 4. USE OF DISCIPLINARY RECORDS

In imposing any discipline on a current charge, the Employer may not take into account any prior infractions which occurred more than eighteen (18) months previously, provided that there is no further written disciplinary action of a similar nature taken against the employee during the eighteen (18) month period. Additional written disciplinary action will cause the eighteen (18) month period to restart as of the date of the additional disciplinary action.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first one hundred and twenty (120) 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 rate of pay, wages, hours of employment, and other conditions of employment; provided, however, the Employer shall have the sole discretion in matters of discharge and discipline of such employees and shall not be subject to the grievance procedure.

Section 2. TRANSFERS IN AND OUT OF BARGAINING UNIT

Effective as of April 1, 1982, any employee leaving the bargaining unit, unless on approved leave of absence from the Charter Township of Clinton, shall forfeit all prior bargaining unit seniority. This paragraph is not applicable to any employee who leaves the unit and returns to the unit within a period of six (6) months and in such event, unit seniority will not accrue during the period in which the employee was absent from the bargaining unit.

If a bargaining unit employee removes himself/herself from the bargaining unit for more than six (6) months, he/she shall not have any right of re-employment in the bargaining unit unless a vacancy exists or there is a person on probation. Such bargaining unit employees shall have a greater right to any position than a probationary employee, and upon his/her return to the bargaining unit, the probationary employee shall be terminated.

Any Township employee who has never been a bargaining unit employee who transfers or bids into the bargaining unit shall have no seniority in that unit, except what they accrue in the unit for the purpose of layoff and promotion only.

Section 3. SEASONAL EMPLOYEES

The Employer shall have the sole discretion with respect to all matters pertaining to seasonal employees, except as otherwise set forth herein. Seasonal employees shall not be subject to any other section of this Collective Bargaining Agreement.

3.1 Definitions and Restrictions

- A. Seasonal employees shall be defined as those employees hired on a temporary basis to work full-time for the period April 1st to August 31st annually.
- B. The total number of seasonal employees shall not exceed ten (10) at any one time.
- C. Two seasonal employees may work for the period September 1st to November 31st for the primary purpose of fire hydrant flushing.
- D. Seasonal employees shall not be offered regularly scheduled overtime unless and until all regular employees subject to this Agreement who are qualified for the particular work involved in the overtime have been offered the overtime have been offered the opportunity to perform such work.
- E. The job duties of seasonal employees shall not include: work in confined spaces, the use of walk behind saws, or driving departmental vehicles that require more than a normal operator's license.

- F. Seasonal employees shall not acquire seniority and their period of employment shall not be credited toward a probationary period.
- G. The Department will create and distribute a “Seasonal Employee Handbook” for water and sewer seasonal employees. The handbook will be of similar nature and content as that currently used by the Department.

3.2 Seasonal Employee Leader

The Seasonal Employee Leader shall be a bargaining unit employee from the Utility Worker classification who is assigned by the Township to limited supervision of seasonal employees and maintains written records to be reported to the Foreman or Assistant Foreman. These reports are to include, but are not limited to: work assignment, location of work assignment, seasonal personnel assigned, work completed, materials used, and any additional information deemed pertinent by the department.

This appointment will be evaluated by the Foreman or Assistant Foreman upon conclusion of seasonal labor as per Employees Civil Service Standards and will be considered supervisory experience for promotional purposes.

There will be one seasonal leader appointed when there are one to four seasonal employees utilized by the Water Department. If more than four seasonal employees are utilized, one additional seasonal leader may be selected. The same person may not be selected for two (2) consecutive years.

For the duration of this Collective Bargaining Agreement, the employee(s) acting in the capacity of Seasonal Employee Leader will receive \$.50 more per hour above his/her hourly wage while acting in this capacity.

It is understood that the Seasonal Employee Leader shall not supervise other bargaining unit members.

Section 4. 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 of 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 5 LOSS OF SENIORITY

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

- A. He/she voluntarily quits.
- B. He/she is discharged and the discharge is not reversed under the grievance procedure.
- C. He/she is absent from work without prior notice to the Employer for three (3) consecutive working days. Upon expiration of such period, the Employer will send written notice to the employee, mailed to his/her last known address, that his/her seniority has been forfeited and his/her employment has been terminated.
- D. He/she fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- E. He/she 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 sub-paragraph C above.
- F. He/she retires.
- G. He/she transfers or is promoted out of the bargaining unit for a period in excess of six (6) months in accordance with Article VII Section 2.

Section 6. LAYOFF PROCEDURES

- A. LAYOFF shall mean a reduction in the working force due to a decrease in the work, the financial ability of the Employer to pay for the services of the employees, or any other matter beyond the control of the Employer.
- 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, and 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. In case of identical seniority, the employee with the lowest last four numbers of their social security number will be considered senior.

However, the President, Steward, and Alternate Steward shall be given seniority preference and shall not be subject to a grievance procedure because of this exception to the layoff procedure. With reference to the

officers of the Local, the seniority shall be in the reverse order as listed with the lowest seniority being the Assistant Steward, the Steward, and the President. In case of identical seniority, the employee with the lowest last four numbers of their social security number will be considered senior.

Section 7. RECALL PROCEDURE

After a layoff, employees shall be recalled according to the order in which they were laid off, provided that the employees with the greater seniority shall be recalled according to their seniority. The Employer shall give the employee written notice of recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to respond within fourteen (14) calendar days after mailing or to report for work within thirty (30) calendar days after mailing, wiring, or delivery to the employee's last known address. The employee shall be considered to have resigned. If the employee is not recalled within three (3) years of layoff, then rights of employment shall cease.

The township shall, at its expense, be allowed to require reasonable and necessary examinations to determine the ability of the person to resume employment.

ARTICLE VIII

PROMOTIONS

Section 1. General Provisions

Management shall promote employees from within the unit to a higher classification within the unit, provided the applicant is well qualified to perform the work of the higher classification. The Employer shall be given forty-five (45) calendar days to determine if the Employee promoted can adequately perform the job requirements. Between applicants of minimum classifications, the applicant with the greater seniority shall be given the promotion.

In the event an applicant cannot perform adequately in the new position, then he/she shall be returned to his/her prior classification and the next employee of the unit with the next highest qualifications shall be considered.

In the event the bargaining unit could not produce a person for the position, ~~the~~ management can advertise and select from the public.

The posting of a promotion shall be in all buildings from which the appropriate applicants of the bargaining unit work. Such posting shall be for a minimum of fifteen (15) days prior to testing.

Employees in all classifications covered by this agreement may compete for promotion to mid-management and cross-connection positions in the Water and Sewer Department, providing they have a minimum of five (5) years of bargaining unit seniority.

Section 2. PROMOTION TO EQUIPMENT OPERATOR

Promotions to the classification of Equipment Operator will be made in accordance with the following:

1. The most senior applicant will be given a ten working day period to become familiar with operating the equipment. Initial practice will be in the back of the yard. Once the employee shows he is ready, he will be given the opportunity to practice on work sites.
2. There will be no additional pay during the ten day period.
3. After ten days, he will be given the demonstration examination that the department now uses for operator promotions.
4. Successful candidates will serve a 45 calendar day evaluation period.
5. Civil Service will not be a part of the promotion process to operator.
6. Postings will be for fifteen (15) calendar days.
7. Minimum requirements will be in accordance with Appendix F of this agreement.
8. Applicants must be employees in good standing (willing, able, and presently working).

Section 3. PROMOTION TO INSPECTOR

1. Inspector positions will be full time classifications.
2. The Department will post for Temporary Inspectors as necessary for each contract year.
3. The posting period will be fifteen calendar days.

4. In order to apply for the Inspection Division assignments, an employee must have the following minimum qualifications:
 - A. A minimum of three years bargaining unit experience.
 - B. Possession of a S-4 License.
5. The Department shall consider an employee's work experience, education, and ability when making a selection for Inspector and Temporary Inspector. Among employees of equal qualifications, the employee with the greatest bargaining unit seniority will be selected.
6. Employees in the Inspection Division classifications shall be expected to work overtime as required by the work of the contractor whose work is being inspected.

ARTICLE IX

VETERAN'S PROVISION

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.

ARTICLE X

LEAVE OF ABSENCE

Section 1. PERMISSIVE LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding two (2) years 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 without loss of seniority for a period not exceeding two (2) years to any member of the Union who is elected to a full-time union office. The same provisions for seniority are also applicable for Union Office Leave as for Permissive Leave of Absence.

Section 3. UNION CONVENTIONS

The Unit Chairperson or his/her representative elected to attend a function of the international 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. An employee may request additional time off for Union business and the like.

ARTICLE XI

COMPENSATED ABSENCES

Section 1. SICK LEAVE AND SHORT TERM DISABILITY LEAVE

A. Sick Leave

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 hour day in cases of absence for less than a full day.

The sick days that an employee accumulated prior to July 1, 1988 shall be referred to as "bank sick days". If bank sick days are not used, upon termination, the employee will receive one-half (1/2) of a day's base pay at that time for each unused day.

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 7/12 of a current sick day for each month worked, or major portion thereof, until the 1st of April following his/her commencement of work.

B. Short Term Disability

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 the Charter Township of Clinton 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 sick bank 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, dental and optical insurance for the period that he/she is an employee. These benefits should not extend beyond six (6) months from the date the benefits are effective, which constitutes the employment period.

Section 2. Funeral Leave

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 is held at a location that is over four hundred (400) miles from the Township Civic Center offices, the employee will be entitled to one (1) additional day of paid funeral leave. Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, grand-child, father-in-law, mother-in-law, stepfather, stepmother, and stepchild. 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, and sister-in-law to attend funeral services.

Section 3. 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 (12th) year—
One and one-half (1-1/2) days per month.

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

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 the desire of the employee and the interest of the public service in that department.
- B. Vacations shall normally be scheduled and taken in a period of consecutive days, provided that the Superintendent may approve the taking of vacation in separate days at his discretion.
- C. When a legal holiday, as provided in this contract, is observed by the Employer while the employee is on vacation, his/her vacation shall be extended one (1) additional day for each holiday to follow the regularly scheduled vacation.
- D. When an employee does not use his/her vacation days during the calendar year, he/she shall not receive extra pay for such unused days, and all vacation days in excess of the limit of thirty (30) days per calendar year as set forth above, which are not used, shall be lost.
- E. If an employee becomes ill and is under the 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 in excess of the maximum provided in this Agreement, he/she shall be paid for such excess vacation days.
- F. 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.

- G. 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.
- H. 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 4. Holidays

The following shall be paid holidays:

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

The following provisions shall apply to all Holidays:

- A. If any of the foregoing Holidays fall upon 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 the 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. Holiday Pay for each employee shall be their current rate for an eight (8) hour work day.
- E. In order to obtain holiday pay, the employee must work his/her last scheduled work day prior to the holiday and the first scheduled work day

after the holiday unless excused by the Department Head or his/her designee. It is understood by the parties that vacation days, sick days, and personal days shall be excused days and referred to as "pay status days".

Section 5. Personal Business 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 business 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 percent (75%) 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

ARTICLE XII

WORKING HOURS, OVERTIME PREMIUM, AND JURY DUTY

Section 1. WORKING HOURS AND SHIFT PREMIUM

- A. The regularly scheduled work hours for the first shift employees under this Collective Bargaining Agreement shall start at 7:00 a.m. and continue through 3:30 p.m. In the event that the Department determines that the shift will begin at a different time, the employees will be given at least sixteen hours advance notice of the change.
- B. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. It is understood and agreed that the Employer does not operate or maintain a third shift.

The second shift may consist of one or more persons, the shift being staffed five (5) afternoons per week, Monday through Friday.

The third shift if any shift that regularly starts on or after 7:00 PM but before 4:00 AM. It is understood and agreed that the employer does not operate or maintain a third shift.

The third shift may consist of one or more persons, the shift being staffed five (5) afternoons per week, Monday through Friday.

- C. The regular full working day for the first shift shall consist of eight (8) hours per work day, plus thirty (30) minutes lunch period. A regular full working day for the second and third shifts, respectively, shall be eight (8) hours per day including a reasonable period for lunch, not exceeding thirty (30) minutes per day.
- D. 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, 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.
- E. 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.
- F. In the event that the Water Department determines that it will implement a second shift or a third shift, the following provisions shall apply. The Superintendent will provide the Union with at least forty-eight (48) hours notice of the intent to establish a second shift or a third shift. The Superintendent or his designee shall meet with the Union to discuss the new shift (s) conditions. The shift (s) will be staffed first by volunteers in order of seniority and if insufficient employees volunteer, then the seniority list will be used in inverse order. The shift premium for the second shift will be forty cents (\$.40) per hour and the shift premium for the third shift will be sixty (\$.60) per hour. A second shift or third shift will not be created for a period of less than five consecutive (5) working days. It is understood that a second or third shift will not be created to solely reduce overtime.

Section 2. OVERTIME PREMIUM

- A. Time and one-half (1-1/2) shall be paid as follows:
 - 1. For all working hours over eight (8) hours in one (1) day.
 - 2. For all work on Saturday when Saturday is not part of the regular shift of the employee.
 - 3. For time worked during a lunch hour or the wash up time immediately preceding the lunch hour.

- B. Double time shall be paid as follows:
1. For all hours worked on Sunday, and Holidays, unless such day is included in the regular shift of the employee.
 2. For all hours actually worked on Holidays as defined in this Agreement in addition to regular pay.
 3. 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.
 4. 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 a.m. the day following the holiday, unless the following day is Saturday, then the employee (s) will receive one and one half times their rate of pay for any additional hours of work after 7:01 a.m. Saturday until 11:59 p.m. Saturday. However, if the following day is a Sunday or another holiday, the employee (s) will continue to be paid two times the rate until 7:00 a.m. of the next regular workday.

C. Break period:

Any employee covered under this agreement that works fourteen (14) hours of emergency overtime and is scheduled to work within four (4) hours of termination of emergency overtime shall have the following regularly scheduled eight (8) hour shift off with full pay.

Section 3. OVERTIME AND CALL HOURS

- A. Overtime shall be granted to all regular employees before temporary employees are used, except in case of declared emergency.
- B. Overtime shall be distributed by the Union as equally as possible among all regular employees on a rotation basis.
- C. Persons on sick leave shall not be called in for overtime on the day of such occurrence between the hours of 12:01 a.m. and 11:59 p.m.
- D. When necessary to call more than one (1) employee for overtime, as in the case of a water main repair crew, the first and second employee on the overtime list, plus the lowest overtime equipment operators shall be called all according to their order of priority on the overtime list. It is understood that whenever a Foreman is required to work overtime, at least one employee shall be scheduled for work whenever possible, except when the

purpose of the overtime for the Foreman is some type of work normally performed only by him/her.

- E. 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 a minimum of two (2) hours per day for first call and actual time for each call thereafter. For the purpose of this section, a day is defined as the twenty-four period commencing at 12:00 A.M. and ending at 11:59 P.M. If a stand-by person receives a call while out on a call, then that will be considered a continuing call.

However, if he/she works more than two (2) hours, 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 hour beyond the regular shift, then the employee shall receive a meal allowance of Nine Dollars (\$9.00). For each additional 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.

- F. If no Foreman or Assistant Foreman is available for emergency call-in work, then the Beeper Person shall be compensated at the Assistant Foreman's rate of pay. If the Beeper Man is no longer available, the senior employee of the overtime crew shall receive the Assistant Foreman's rate of pay.
- G. If management determines that overtime is needed prior to one-half (1/2) hour before the end of the shift, then management can assign members on the shift to overtime without using the overtime call-in list. If the determination is made within the last one-half (1/2) hour of a shift, the call in list must be used for overtime purposes except those employees working on a crew that goes into overtime will have the right to stay and complete the job.
- H. The check stub will describe the type of overtime paid in that check (ie. 1 1/2x or 2x).

Section 4. JURY DUTY

- A. Employees who serve on jury duty will be paid the difference between their regular pay and the amount actually received for such jury service. Proof of payment must be submitted to the department head or assistant for transmittal to the accounting department for documentation for deduction from the employee's regular pay.

- B. All days served on 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 jury duty days within a contract year.
- C. 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.

The Department Head shall be entitled to obtain an excuse from jury duty for an employee 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.

- D. If the jury duty is a grand jury duty, the sixty (60) day limitation shall not apply to time served on the Federal, state and/or county grand jury.
- E. The employee on jury duty shall check back with management at the end of jury duty each day to see whether or not return to employment is reasonably feasible.

Section 5. MAINTENANCE FOREMAN WORK LIMITATION

No supervisory personnel shall regularly be scheduled to perform unit bargaining work, except to complete any required number of personnel in a crew, and only after calling or otherwise offering said work to bargaining unit employees. Unit bargaining work is defined as all work customarily assigned to, or performed by non-supervisory personnel of the WSD on a regular basis. Supervisory employees in the WSD may not operate any equipment or trucks requiring a CDL or those subject to DOT standards from moving equipment such as back-hoes, loaders, etc... on public roads.

This section does not apply to life threatening situations and emergencies declared by the Emergency Management Department.

Supervisory employees in the WSD may operate equipment for a combined total of no more than twelve (12) hours per month. When supervisory employees are operating said equipment, a regular operator will also be on the job at all times, except when equipment is not at a regular or overtime site.

The above is for the purpose of allowing supervisory personnel to keep their skills updated or to acquire the skills needed to operate the equipment used in the WSD in case of emergencies. Nothing in this section shall supersede the regular call in section. This section does not apply to life threatening situations.

Section 6. SPECIAL SHIFT AND STANDBY PROVISION (BEEPER PERSON)

- A. The Union agrees to provide a standby duty person (Beeper Person) and post the schedule at least four (4) weeks in advance. The Union further agrees to provide a replacement or backup person for the standby person in the event the regularly scheduled person is not able to perform his/her functions because of sickness and the like. It is understood and agreed that if for some reason a standby person is not available, then management can designate who will act in that capacity without it being a Union member. It shall be the obligation of the Union to notify management in the event that the regular and backup standby person is not on the job.
- B. The standby person shall provide coverage for all Water Department emergency calls any time after the first shift. Such emergency standby provision shall be applicable to all weekends and holidays in order to give complete 24-hour coverage to the Water Department in the event of an emergency.
- C. The standby 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.
- D. It is understood and agreed that the stand-by personnel will always receive pay for time worked on weekends and time during the week based upon the fact that he/she will receive a minimum of 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.

ARTICLE XIII

EMPLOYEE COMPENSATIUN

Section 1. SALARIES

Employees shall be paid in accordance with the salary schedule attached hereto as Appendix A to this Agreement.

All members of the bargaining unit shall participate in direct deposit for all Township pays.

Section 2. LONGEVITY PAY

All employees shall commence earning longevity benefits commencing their sixth year of continuous compensated service after their anniversary date of initial employment which shall be paid in the last pay period of each November for those employees entitled to longevity benefits.

Longevity benefits shall be computed on the employee's base salary at the time that it is paid, provided, however, it is hereby agreed that the maximum base salary for computation of longevity benefits shall be thirteen thousand dollars (\$13,000.00).

It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining units within the Township, the parties agree to change this section of the contract in accord with the improvements made to the other bargaining units, provided it is an increase in benefits rather than a decrease.

- A. After five years of service, the employee shall receive two percent (2%) of his/her base pay for the eleventh through fifteenth year of service.
- B. After ten years of service, the employee shall receive four percent (4%) of his/her base pay for the eleventh through fifteenth year of service.
- C. After fifteen years of service, the employee shall receive six percent (6%) of his/her base pay for the sixteenth through the twentieth year of service.
- D. After twenty years of service, the employee shall receive eight percent (8%) of his/her base pay for the twenty-first through the twenty-fifth year of service.
- E. After twenty-five years, the employee shall receive ten percent (10%) of his/her base pay for the twenty-sixth year of service and successive years thereafter.

It is understood that longevity benefits and payments shall not normally coincide with a employee's anniversary date from the initial date of employment and therefore, longevity payments shall be prorated from the completion of an anniversary date to the date of payment in those instances where an employee is first placed upon longevity entitlement, and each time thereafter that the percentage increases change. Also, in the event of termination, longevity pay shall be prorated to the date of termination on a monthly basis with a fifteen (15) day period allowing credit for the terminating month.

Section 3. HOSPITALIZATION

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

- A) Blue Cross/Blue Shield Community Blue Option 1, \$10/\$20 RX, HC, BC (Appendix H)
- B) Blue Cross/Blue Shield Community Blue Option 10, \$10/\$20 RX (Appendix I)
- C) Blue Cross/Blue Shield MVF2, \$5/\$10 RX, RPS, HC, EBMT, RM, AP2 (Appendix J)
- D) Blue Cross/Blue Shield PPO, \$5/\$10 RX, RPS, HC, EBMT, RM, AP2 (Appendix K)
- E) Health Alliance Plan HMO, \$5/\$10 RX (Appendix L)
- F) Blue Care Network, \$2 RX (Appendix M)

The hospitalization insurance program set forth in Option A 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 B through F above shall pay the difference between the premium rate of Option A and the premium rate of the selected Option, if any.

For those employees hired by the Township on or after January 1, 2008, the hospitalization insurance program set forth in Option B above shall be the base plan. An employee who elects Option A or options C through F above shall pay the difference between the premium rate of Option B and the premium rate of the selected Option, if any.

Employees hired prior to January 1, 2008, who are covered by another hospital/medical insurance plan, may elect to receive a \$50 per week cash payment. This payment will be made in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees hired on or after January 1, 2008, who are covered by another hospital/medical insurance plan, may elect to receive a \$25 per week cash payment. This payment will be made in lieu of participation in the Clinton Township hospital/medical insurance plan. Current employees electing this benefit must meet the requirements as described in Appendix D attached to this agreement. Employees hired after January 1, 2008 must meet the requirements as described in Appendix G attached to this agreement.

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. FLEXIBLE SPENDING ACCOUNTS

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from April 1st through March 31st. Maximum contributions per employee are \$2,000 for medical accounts and \$5,000 for dependent care accounts. Qualified expenses shall include over the counter medication as defined by IRS regulations. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts shall revert to the Township to cover program costs as specified under IRS regulations.

Section 5. DENTAL INSURANCE

The Township shall provide and pay for a dental plan in the nature of "Delta" or equivalent for the employee and his/her dependents. Coverage is as follows: Class I Preventative benefits = 100% coverage; other Class I benefits = 60% coverage; Class II benefits = 60% coverage. Maximum contract benefits for Class I and Class II benefits shall have an \$1,500.00 limit per person per year. There shall not be a deductible provision for dental insurance.

The Township shall also provide the Delta Dental PPO as an alternative choice to the traditional plan.

Section 6. TERM LIFE INSURANCE

The Township shall provide each full-time employee, at no cost to the employee, a term group life insurance policy in the amount of \$50,000.00 with provisions for double indemnity limited to the amount of life insurance and total disability installments (as long as available from the insurance company). In case of total disability retirement prior to age 60, upon application the disabled retiree (or employee if disability is considered to be temporary), the policy has a provision to pay monthly disability installments payments (after 6 months of total disability) not to exceed \$20,000. Each disability payment reduces the value of the life insurance. Total utilization of the provision for disability payments will result in a reduction of the value of the policy to a \$10,000.00 death benefit.

Upon retirement, the Township pays the premium for a \$10,000.00 life insurance policy for the employee. Provisions for double indemnity and total disability installments are not included in the \$10,000.00 life insurance policy furnished retirees by the Township. To qualify as a retiree for life insurance purposes, the same qualifications will apply as used by MERS for full benefits.

Section 7. RETIREE BENEFITS

The Township further agrees to maintain the hospital, medical and surgical insurance for those employees who retire at an age that qualified them for Medicare and who are accepted in the Medical Program upon retirement. It being the intention of the Township in offering the benefits described in this paragraph to supplement the Medicare Program to encompass the program the employee had available to him/her while an employee of the Township. Retirees and spouses participating in this program must enroll in Medicare Parts A and B when they are eligible and this program will supplement their Medicare. Upon reaching Medicare eligibility, retirees must enroll in the Blue Cross/Blue Shield traditional plan. In the event that the Blue Cross/Blue Shield PPO or the Township's HMO's offer plans which coordinate with Medicare, the Township will make these plans available to our retirees.

Section 8. WORKER'S COMPENSATION

Provisions of the Worker's Compensation laws of the State of Michigan shall apply to all injuries, accident 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 eighty percent (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 from the date of the injury, accident or illness.

For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of the initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) months period upon notice to the Clerk's Office. The second six (6) months shall not include salary, paid supplements, or benefits, except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second (6) months.

At the end of the second six (6) month period, if the employee cannot return to work in the same capacity, the employee's employment relationship with respect to benefits shall cease.

During the second six (6) month period, and no later than ten (10) months from the injury the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

The employee shall have the right to return to work if able to perform the same job if he/she applies within eighteen (18) months from the date of injury, accident, or illness.

The Township may, at its expense, be allowed to require reasonable and necessary examinations to determine the ability of the person to resume employment.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues and pension contribution 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 9. WORK CLOTHING AND EQUIPMENT

A. The department will issue safety equipment (ie. hard hats, safety glasses, rubber boots, rubber gloves, etc,) as needed. Employees may wear denim pants as part of the employee uniform.

B. The clothing allowance shall be \$1,300 per year.

Section 10. PERSONAL AUTOMOBILE EXPENSE

An employee who is required to use their own automobile during working hours will be paid in accord with the amount recommended by the Internal Revenue Service for mileage at the time of usage. By accepting this policy, the employees waive any right to have their automobile washed.

Section 11. IMMUNIZATIONS AND 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 12. 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 Provisions under Act 427 of the Michigan Public Acts of 1984 as amended. Effective March 1, 2009, the plan is comprised of the following provisions:

B-4, F55-25, FAC-3, V-10

Effective March 1, 2009, the employee contribution rate will be increased from 4.7% to 6.68% of compensation.

Section 13. EDUCATIONAL BENEFITS

If an employee wishes to attend a class in a field related to his employment outside of normal working hours, the tuition and books shall be paid by the Township, if the department head approves the attendance before the first class is attended, and provided further that the final grade is equivalent to a “C” or better, and provided further that the books are dedicated to a Township Department Library at the time payment is made.

Section 14. 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. For example, a minimum of age fifty-five (55) with ten (10) years of service or age fifty-five (55) with twenty-five (25) years of service.

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 the premiums to be funded as follows:

PERCENTAGE OF MONTHLY PREMIUM

<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
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 the necessary premium payments 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.

4. 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. 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.

5. Retirees and spouses participating in this program must take Medicare when they are eligible and this program will supplement their Medicare. The retiree must enroll in Medicare Part A and Part B to receive this benefit. The health insurance plan for Medicare eligible retirees is the Blue Cross/Blue Shield PPO (920). For employees retiring after January 1, 2008, the Township may provide a Medicare Advantage plan with equivalent or better benefits to Suffix 920. In the event the Township cannot or chooses not to provide a Medicare Advantage plan or equivalent, it is agreed that Blue Cross/Blue Shield Traditional Suffix 920 will be provided to Medicare eligible retirees. If PPO or HMO options are made available to Medicare eligible employees by the insurance companies in the future, the Township will provide these options.

6. Years of service shall be the number of years of service that are used in calculating a retiree's pension. This shall include military service time purchased by the retiree.

7. Employees hired after January 1, 2008 shall be required to pay 5% of base wages into the Township Retiree Health Care Fund.

Section 15. DENTAL CARE FOR RETIREES

Employees who retire on or after April 1, 2002, their spouses, and dependent minor children will be covered by the Delta Dental plan for Class I benefits.

Section 16. OPTICAL SERVICE

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 \$450 once every twenty-four consecutive months. Employee's dependent minor children may purchase such benefits up to a total maximum value of \$300 once every twelve consecutive months.

Section 17. SAFETY GLASSES

The Township will provide, to those employees of the bargaining unit who require them, prescription lens safety glasses. 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 in Section 16. 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.

Section 18. RETIREE OPTICAL INSURANCE

Employees who retire on or after April 1, 2002, their spouses, and their dependent children will be covered and receive the same benefits as active employees.

ARTICLE XIV

UNION BULLETIN

Section 1. UNION BULLETIN BOARDS

The employer shall provide one (1) bulletin board to be located in each general building used by the 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 President of the Association or Secretary of the Union, and in the absence of such signature, the material may be removed by the Employer.

Section 2. SAFETY COMMITTEE

The Employer shall establish a Safety Committee for the Water Department. The Superintendent or the Assistant Superintendent of the Department, or their designee, shall be the Chairperson of the Safety Committee. The Union has the right to appoint two (2) persons to the Safety Committee as well as an alternate for each of those persons if they cannot attend a meeting. Management shall have the right to appoint the persons appropriate.

The Committee shall meet during regular daytime working hours on the call of the Union or management; however, the meetings shall not exceed one (1) per month unless both parties agree. It shall be the function of this committee to review matters pertaining to the safety of the employees covered hereby and make recommendations to the employer concerning such matters.

Section 3 INDEMINIFICATION

If an employee receives a traffic violation pursuant to a Township vehicle not meeting safety standards or for a Commercial Drivers License violation which is not the employee's responsibility, then the Township will provide the employee with legal representation for the violation.

ARTICLE XV

LICENSES

The Employer will pay an hourly premium for the attainment and retention of "S" and MDEQ Storm Water licenses. The payment will be made in accordance with the following schedule:

<u>License</u>	<u>Premium Paid</u>
S-4	\$.25 per hour
S-3	\$.50 per hour
S-2	\$.75 per hour
S-1	\$ 1.00 per hour

Mechanics will be eligible to receive twenty-five cents (\$.25) per hour for each license (mechanical, S-license or MDEQ Storm Water) that they hold. No employee will receive premium pay for more than four licenses/certifications.

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 any time 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

RATIFICATION

The Union acknowledges that it has heretofore submitted the terms of this Agreement to the Employees of the bargaining unit for ratification by them at a meeting held on the 20th day of October, 2008, each of the terms hereof were ratified by the Employees.

ARTICLE XVIII

EFFECTIVE DATE AND DURATION

This Agreement, subject to the conditions contained in this paragraph, shall be effective at 12:00 a.m. on April 1, 2007 and will expire at 11:59 p.m. on March 31, 2010. Provided, further, the parties hereto mutually agree to undertake negotiations for a new Agreement commencing sixty (60) days prior to the expiration of the term hereof and in the event that such negotiations extend beyond the expiration date of this agreement. each of the terms and conditions hereof may be extended for such periods of time as may be mutually agreed upon.

The provisions of the contract relative to the pay schedule and license pay, as contained in Appendix A, shall be retroactive to April 1, 2007 with all other provisions modifying the prior contract to commence upon execution hereof or as reasonably soon as can be implemented.

ARTICLE XIX

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: Human Resources Department
 Charter Township of Clinton
 40700 Romeo Plank Road
 Clinton Township, MI 48038

UNION: UAW Local 412 Unit 76
 24230 Shook Road
 Clinton Township, MI 48035

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

CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

BY: _____
ROBERT J. CANNON
CLINTON TOWNSHIP SUPERVISOR

BY: _____
GEORGE FITZGERALD
CLINTON TOWNSHIP CLERK

BY: _____
WILLIAM S. SMITH
HUMAN RESOURCES DIRECTOR

UAW LOCAL 412, UNIT 76

BY: _____
JASON D. MILLS
CHAIRPERSON – NEGOTIATOR

BY: _____
JOSEPH PETERS
REGION 1 – UAW DIRECTOR

BY: _____
FORREST FERRELL
STEWARD - NEGOTIATOR

BY: _____
ANTHONY FEYERS
INTERNATIONAL REP. – UAW

BY: _____
ALAN CZARNIK
SECRETARY - NEGOTIATOR

BY: _____
CHARLES RADER
SERVICE REP. - UAW

APPENDIX "A"

SALARY SCHEDULE

	YEAR	START	1 YEAR	2 YEAR	3 YEAR
Mechanic	4/1/2007	20.49	22.19	23.07	23.87
	4/1/2008	20.95	22.69	23.59	24.40
	4/1/2009	21.37	23.14	24.06	24.89
Operator	4/1/2007	20.37	22.07	22.94	23.74
	4/1/2008	20.83	22.56	23.46	24.28
	4/1/2009	21.24	23.01	23.93	24.76
Inspector	4/1/2007	18.17	19.80	21.62	23.35
Temporary Inspector	4/1/2008	18.58	20.34	22.10	23.88
Mechanic Helper	4/1/2009	18.95	20.74	22.54	24.36
Utility Worker	4/1/2007	17.52	19.19	20.92	22.83
	4/1/2008	17.91	19.62	21.39	23.35
	4/1/2009	18.27	20.02	21.82	23.81

Leader: Will receive an additional \$.50 per hour above his/her present hourly wage when acting in that capacity.

APPENDIX “B”

METER READERS

Thirty (30) days prior to the commencement of each contract year, the WSD management shall post a sign-up sheet for the WSD Utility Workers for the purpose of filling the openings for meter readers. The sign-up sheet shall remain posted for a period of fifteen (15) calendar days and the position will be filled by April 1st of that year.

If more Employees sign up than needed, seniority shall govern the selection.

If openings are not filled, management shall fill the remaining openings by inverse seniority.

Appointment to these positions will not inhibit a bargaining unit employee's chances for future promotions.

If management believes the number of meter readers should be increased or decreased during the Contract year, then the posting procedure shall be used and seniority or inverse seniority shall control.

APPENDIX “C”

The parties hereto agree that they have reached an agreement with reference to the 2007 to 2010 contract and those amendments are contained herein and shall be implemented as soon as reasonable, except for those matters which indicate a date of commencement and those matters will be implemented to the date of commencement as soon as reasonable.

APPENDIX "D"

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 F to this agreement.

B. AMOUNT OF BENEFIT

The Employer will compensate the employees hired prior to January 1, 2008 in the amount of \$100 per pay period in addition to his/her normal pay and employees hired on or after January 1, 2008 \$25 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 from him/her self and retain coverage for his/her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverages are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "E"

**WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE
(Employees Hired Prior to January 1, 2008)**

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 of Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

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

APPENDIX “F”

Successful candidates for the position of Equipment Operator must meet the following minimum qualifications to be considered for this position.

1. Must have a valid CDL A Drivers License within ninety days of appointment.
2. Daily check of truck, trailer and tractor.
3. Loading and unloading of tractor.
4. Ability to hear, see, and follow hand signals while digging.
5. Must be able to dig a short tap hole in 20 minutes or less.
6. Tap hole must be safe; crew must have access to the copper and area under the watermain must be cleaned and uncovered.
7. Short tap hole must be backfilled in 10 minutes or less.
8. Must be able to dig a long tap hole in 50 minutes or less: 20 minutes for the watermain side and 30 minutes for the copper side.
9. Tap hole must be safe; crew must have access to the copper and area under the watermain must be cleaned and uncovered.
10. Long tap hole must be backfilled in 25 minutes or less.
11. Must be able to load a 5 yard dump truck with sand in 5 minutes or less with the front bucket.

FAILURE TO COMPLETE ANY PHASE OF THESE REQUIREMENTS OR WITHIN THE TIME ALLOTMENT WILL DIRECTLY RESULT IN THE APPLICANTS FAILURE TO MEET THE MINIMUM QUALIFICATIONS FOR THIS POSITION.

APPENDIX "G"

**WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE
(Employees Hired On or After January 1, 2008)**

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 \$50 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 of Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

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