

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON**

**AND
LOCAL 1103.12 – DPW CHAPTER
MICHIGAN COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

APRIL 1, 2007 TO MARCH 31, 2010

CUSTODIANS AND DEPARTMENT OF PUBLIC WORKS

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this first day of May, 2008, between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and Local 1103.12 of Michigan Council #25 of the American Federation of State, County and Municipal Employees Union:

W I T N E S S E T H:

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 Bargaining Agreement all of the 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 officers or representatives.

- B. UNION shall mean Local 1103.12 of the American Federation of State, County, and Municipal Employees, AFL-CIO, and its duly elected or appointed officers or 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 Clinton Township Board.
- E. DPW shall be the abbreviation for the Department of Public Works.
- F. CUST shall be the abbreviation for the Custodians in the Police Department and the Custodians in the Department of Public Works.
- G. SUPERINTENDENT shall mean the Superintendent of DPW.
- H. ASSISTANT SUPERINTENDENT shall mean the Assistant Superintendent of the DPW.
- I. FOREMAN shall mean any Foreman in the DPW.
- J. ASSISTANT FOREMAN shall mean any Assistant Foreman in the DPW.
- K. EQUIPMENT OPERATOR shall mean any bargaining unit employee designated by Management to operate back hoes, sewer flushing truck, front end loaders, high rangers, dump truck belly plow, and any equipment purchased by the Township of the nature and size now being run by the operators in the Bargaining Unit.
- L. MAINTENANCE WORKERS shall mean those workers in the Department of Public Works.
- M. MECHANIC shall mean any employee appointed to that classification in DPW who has met the requirements of the Employees Civil Service Commission
- N. WEED CREW 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. INSPECTOR shall be the person designated as an inspector when Management believes an inspector's classification is necessary.

- P. GRASS CREW LEADER shall be a bargaining unit employee who is appointed by Management to supervise one or more seasonal employees on the grass crew.
- Q. In the construction of the words used in this Agreement whenever the singular is used, it shall include the plural and whenever 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:

- A. Employees in the DPW Division; and
B. The custodians in the CUST Division.

Office personnel, superintendent, assistant superintendent, foremen, assistant foremen, and such other executive or supervisory positions already established or as may be hereafter established by the Employer with reference to the DPW and CUST 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 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 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, except in 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 no employee covered by this Agreement shall engage, directly or indirectly, in any work as an employee or independent contractor for any other person when such work is related to any matter pertaining to the Charter Township of Clinton Department of Public Works wherever located, and requires inspection by the DPW Inspectors.

Section 8. CUSTODIANS IN THE POLICE DEPARTMENT

The parties agree that the following applies to the custodians in the Police Department, separate from the other custodians:

1. The regular working day shall constitute an eight hour day inclusive of a one hour lunch period.
2. The Police Department custodians shall be entitled to a break of fifteen (15) minutes during the first four (4) hours of a regular day and an additional break of fifteen (15) minutes during the second four (4) hours of a regular day.
3. The Police Department custodians shall be allowed ten (10) minutes for cleanup time before quitting time.
4. The regular shift premium for the afternoon or second shift shall be forty (\$.40) cents per hour above base salary.
5. The parties hereto agree that if there is a third shift in the Police Department, then the premium for that shift shall be fifty (\$.50) cents per hour above base salary.

ARTICLE II

UNION SECURITY AND CHECKOFF

Section 1. UNION SECURITY

As a condition of continued employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee.

The member, or the employee paying the service fee, shall be obligated to pay the appropriate assessment, dues, and/or fees the day following cessation of probation. 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 in payment of initiation fees, dues and/or assessments.

Section 2.

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 of notice from the Union that a member of the bargaining unit is in violation of this Article.

Section 3.

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.

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 5.

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

Section 6.

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.

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 regularly 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.

The employees of the DPW will be represented by a steward from the DPW Division. The Police Department Custodians and the Civic Center Custodians will be represented by the DPW steward.

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 from DPW Division may engage in Union business related to grievances during working hours without loss of time or pay, for a period not exceeding one-half (1/2) hour for any one shift. However, at the commencement of each new year, the Union can opt to change the time of the previous sentence and elect to have two (2) hours a week. If the Union does not notify the Township Supervisor of this option by January 15th of each year, then the one-half (1/2) hour per day for any one shift will apply.

The parties agree that before engaging in Union activities, the steward shall notify the immediate supervisor or other persons designated by Management as to the time of leaving his/her job as well as notifying the same person upon their return to said job.

Section 3. ORIENTATION SESSION

The Department Head or his/her designee shall choose a time period of one hour within the first two weeks of employment for the Union Chair to designate two persons from the Union for the purpose of an orientation session for new employees.

Section 4. 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.

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, the parties hereby agree to meet for such purpose.

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

- A. Special Conferences shall be held when mutually agreed to by the Township and the Union. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference if scheduled during their regular work 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 member of the International Union and/or Council.
- 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.

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 or any provisions 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 following matters shall not be the basis of any grievance under the procedure established in this Article:

The termination of services or failure to re-employ any probationary employee for other than Union activity.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

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

- A. Any employee who believes he/she may have a grievance shall first discuss the matter with his her 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. After step one, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based.

- D. 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.
- E. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- F. After step one of the grievance procedure, any hearings under the succeeding steps shall be conducted during working hours except when mutually agreed to the contrary and 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. Any time within five (5) working days of the date of the occurrence out of which the grievance arises, if the employee feels he/she has a grievance and has reviewed it with his/her steward, it shall then be discussed with the Foreman in an attempt to resolve the grievance by informal conference. However, if the Foreman is involved in the occurrence, it shall be discussed with the Assistant Superintendent. If the matter is not settled to the satisfaction of the employee, it may be appealed in accordance with the following procedure.

In the event a grievant is a custodian, then if assigned to the Police Department, he/she shall file with the Deputy Chief or Chief of Police, and if the custodian is assigned to the DPW then he/she shall file with the Assistant Superintendent of the DPW or the Superintendent of the DPW. If the matter is not settled to the satisfaction of the custodian, it may be appealed in accord with the following procedure commencing with Step Three.

- B. STEP TWO. If the grieving party desires to appeal the decision in Step One, within five (5) working days, excluding Saturdays, Sundays, and Holidays, of such decision, he/she shall file a written appeal with the Superintendent who shall arrange and conduct a

hearing within five (5) working days, excluding Saturdays, Sundays, and Holidays, of receipt of such appeal and shall give his/her written decision on such hearing within five (5) working days excluding Saturdays, Sundays and Holidays, after such hearing.

- C. STEP THREE. In the event the grievance is not disposed of during the Step Two 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 Three 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.
- D. STEP FOUR. 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 request a mediator from the Federal Mediation and Conciliation Service, the Michigan Department of Labor & Economic Growth Bureau of Employment Relations Service, or any other service mutually agreed to by both parties. The parties will meet with the mediator in an attempt to resolve the grievance. If the mediator is unable to resolve the grievance to both parties' satisfaction then the grieving party shall have the right to move the grievance to Step Five below. The grieving party may at its choice elect to skip Step Four and proceed directly to Step Five.
- E. STEP FIVE. If the grieving party is not satisfied with the decision rendered by the Human Resources Director or if the mediator is unable to resolve the grievance in accordance with Step Four, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director or the date of the Step Four meeting whichever is later, to appeal the matter to the Civil Service Commission or resort to binding arbitration. Upon the Union electing one of these options, the other option is null and void. Therefore, if the Union opts to go to Civil Service, it forgoes Step Six with references to final and binding arbitration and if it opts to go to Step Six-Final & Binding Arbitration, the Union forfeits its right to have the matter processed through Civil Service. The Civil Service Commission

will only be required to hear issues which fall within their legal jurisdiction. If they determine that they do not have the authority to hear a case, then the grievance will automatically be moved to Step Six.

- F. STEP SIX-FINAL & BINDING ARBITRATION. Within thirty (30) calendar days after receipt of the Township's answer as submitted by the Human Resources Director or of a decision by the Civil Service Commission not to hear the grievance, the Union may move the grievance to arbitration by notifying the Township 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 submission to the American Arbitration Association shall not exceed forty (40) working 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 or subtract from or modify any of the terms of this agreement.

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. RETENTION OF DISCIPLINARY RECORDS

Written disciplinary action records will be removed from an Employee's file twenty four (24) months after the issuance of the written record provided that there is no further written disciplinary action of a

similar nature taken against the Employee during the twenty-four (24) month retention period. The Department Head shall have the discretion to remove the material prior to the expiration of the twenty-four month period.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first ninety (90) working 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 or discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

Section 2. TRANSFER 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 back 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 in the bargaining unit shall have no seniority in the 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 in respect to all matters pertaining to seasonal employees, provided however, such 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 opportunity to perform such work. Seasonal employees shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such employees shall not be subject to this Collective Bargaining Agreement in any respect except as otherwise set forth herein.

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, or the Personnel Director of the Employees Civil Service Commission, shall annually 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, upon a new hire or a departure, shall furnish a revised list to the Union within a reasonable time after such changes occur, provided the Union notifies the Employer of the need for a new seniority list.

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 notice to the Employer 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 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 subparagraph C above.
- F. He/she retires.

Section 6. LAYOFF PROCEDURE

- A. LAYOFF shall mean a reduction in the working force due to a decrease in the work, 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. This provision relative to seniority is only applicable to layoffs.

However, the Chairman and Steward shall have 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 Alternate steward. 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 the recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to report for work within fourteen (14) days after the mailing, wiring or delivery, as the case may be, of the recall notice, the Employer and employee shall consider employment rights terminated.

ARTICLE VIII

PROMOTIONS

Management shall promote employees within the Union to a higher classification within the bargaining unit, provided the applicant is well qualified to perform the work of the higher classification. The Employer shall be given

thirty (30) days to determine if the employee promoted can adequately perform job requirements. Between applicants of minimum qualifications, the applicant with the greater seniority in their department 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 bargaining unit with the next highest qualifications shall be considered.

In the event the Bargaining Unit could not produce a person for the position, then Management can advertise and select from outside of the bargaining unit.

Employees in all classifications covered by this agreement except Police Department Custodial Maintenance, Custodian, and Assistant Custodian will be eligible to compete for promotion to any mid-management position in the department of Public Works, if the employee has a minimum of five (5) years in the bargaining unit.

The posting of a promotion shall be in all buildings from which the appropriate applicants of the bargaining unit work. Such postings shall be for a minimum of seven (7) days prior to testing or judging qualifications. The Employer shall have sole discretion in matters relating to the appointment of temporary Inspectors.

Effective with the 2003-2007 contract, the Department will create two permanent Inspector positions. The following stipulations will apply.

* Inspectors will be selected by the DPW Superintendent. When making the selection, the Superintendent shall consider an employee's work experience, education, and ability. Among employees of equal qualifications, the employee with the greatest bargaining unit seniority will be selected.

* When a permanent Inspector is not working on inspection work, they will do maintenance worker work. They will continue to be paid Inspector pay during those periods.

Upon promotion, an employee will be placed at the step increment, which provides them with a minimum of a seven percent increase in pay. Provided however that no employee will be paid more than the maximum of the higher position.

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 Chapter chairperson or his/her representative elected to attend a function of the International Union such as convention, or educational conferences, upon proper 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 XI

SICK LEAVE AND LIGHT DUTY ASSIGNMENTS

Section 1. SICK LEAVE

Commencing April 1, 2003 and each April 1 thereafter, each employee will be given seven (7) sick days. Commencing with the first pay in April 2004, 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 (½) 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 base pay per day.

Bargaining unit members hired after April 1 each year will be credited sick days on prorated basis from date of hire until the 1st of April following his/her commencement of work. The credit will be allocated in a lump sum as of the date of hire.

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.

When an employee's absence is for more than three (3) continuous work days, the employee may be required to file a physician's certificate to verify the injury or illness which prevented the employee from working. A department head or designee may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file a physician's certificate upon request under this article will not be paid for the sick leave absences involved.

The Employer shall arrange that a DPW 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) hour in cases of absence for less than a full day.

Section 2 SHORT TERM/LONG 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. However, at the conclusion of the short term disability and before the commencement of the long term disability, the employee again shall have the option of using current sick days and/or bank sick days, personal days, and vacation days before applying for long term disability benefits.

Once an employee is receiving disability benefits for a period of six (6) months from the time the benefit period commenced, 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 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, the 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 and optical insurance for the period that they are an employee. However, these benefits shall not extend beyond six (6) months from the date which the employee had his/her benefits applied, which constitutes the employment period.

Section 3 LIGHT DUTY ASSIGNMENTS

Any employee incurring a non-work related injury who is deemed by their doctor to be able to work, however, is restricted from performing their normal job may, upon the employee's request, be allowed to perform light duty work. It is the obligation of the employee to secure and deliver to the employer a doctor's statement of the diagnosis its expected duration, restrictions and duties allowed. The Township has the right to have the employee examined by a physician of its choice for concurrence prior to being assigned to light duty. The employee placed in this type of assignment will not be allowed to work overtime. The following stipulations will apply:

- a. To be eligible for light duty an employee must have qualified for short-term disability benefits.
- b. Either the employer or the employee can terminate a light duty assignment.
- c. Non-duty related light duty shall be secondary in priority to work related light duty.
- d. The light duty assignment shall not exceed thirty workdays.
- e. Time spent on the light duty assignment shall extend the maximum period of short-term disability by the amount of time spent on light duty. Return to disability leave from light duty shall not trigger a new short-term disability period.

ARTICLE XII

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. This provision shall apply to probationary employees. In the event that the funeral of an immediate family member is held at a location over 250 miles from the Township, the employee

will be granted one (1) additional paid funeral day. The employee must provide proof that they attended the funeral to receive the additional funeral leave day.

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 grand-child. 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, and to attend funeral services.

ARTICLE XIII

VACATIONS AND HOLIDAYS

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 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 in his discretion.
- C. When a legal holiday, as provided in this contract, is observed by the Employer while the employee is on vacation, the employee shall not be charged a vacation day for such holiday.
- 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. 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.

Section 2. PAY ADVANCE AND RATE OF PAY

The following provisions shall apply to each employee:

- A. 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.
- B. 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 the month. A terminating employee shall be given vacation credit for the last month worked only if they worked beyond the 15th day of that month.

Section 3. HOLIDAYS

The following shall be paid holidays:

President's Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	New Year's Eve Day
Memorial Day	Thanksgiving Day	New Year's Day
4 th of July	Day After Thanksgiving	
Labor Day	Christmas Eve 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 and 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 and defined 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. If a holiday or holidays should fall on consecutive Friday, Saturday and Sunday or Saturday, Sunday and Monday, then and in that event, the Township Board shall designate the time to observe such holidays. Holidays shall be observed when the Township observes same.
- F. 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 4. PERSONAL BUSINESS DAYS

Each employee may take off (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 and departure, employees shall receive one (1) personal day for each of the following periods during which they worked a majority of the work days within that period:

January-April
May-August
September-December

The definition of a work day shall include "pay status days", meaning vacation days, sick days, or personal days.

ARTICLE XIV

WORKING HOURS, OVERTIME PREMIUM AND JURY DUTY

Section 1. WORKING HOURS AND SHIFT PREMIUM

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. 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.
- 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 is 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 Custodians in the Civic Center and at the Police Department shall consist of eight (8) hours per day inclusive of a one hour lunch period.
- 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. 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 cleanup time immediately before their lunch period and ten (10) minutes cleanup time immediately before their quitting time.
- F. In the event that the DPW determines that it will implement a second shift and or third shift, the following provisions shall apply. The DPW Superintendent will provide the Union with at least forty-eight (48) hours notice of the intent to establish a second shift and or third shift. The DPW 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 third shift will be sixty cents (\$.60) per hour. A second shift and or third shift will not be

created for a period of less than five consecutive (5) working days. It is understood that a second shift and or third shift will not be created to solely reduce overtime.

- G. The regular full working day for employees other than the Custodians in the Civic Center and at the Police Department shall consist of eight (8) hours per day inclusive of a one half hour lunch period.

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 day.
- 2. For all work on Saturday when Saturday is not part of the regular shift of the employee.

- 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.

- C. Break Period:

Any employee covered under this Agreement who works sixteen (16) consecutive hours or more of overtime, shall be given a four (4) hour break without loss of 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 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, vacation time and/or personal leave days shall not be called in for overtime on the day of such occurrence between the hours of 2:01 a.m. and 11:59 p.m.

- D. In the event that a crew cannot be filled following the procedures of “E”, then persons on personal and vacation days may be called in per the overtime list.
- E. When necessary to call more than one (1) employee for overtime, 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.
- F. 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 (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 (1-1/2) hours immediately after 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.
- G. If no Foreman or Assistant Foreman is available for emergency call-in work, the senior employee on the overtime crew shall receive the Assistant Foreman’s rate of pay.
- H. If Management determines that overtime is needed prior to one (1) 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 (1) 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. This provision shall not be abused and favoritism shall not be exercised.

Employees will be notified of scheduled Saturday overtime no later than 3:15 p.m. of the Thursday immediately proceeding the Saturday. Employees will have until the beginning of the shift on Friday to indicate if they wish to work the overtime. Management reserves the right to cancel said overtime by the end of the shift on Friday if conditions occur which cause the need for the cancellation.

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.

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, after calling or otherwise offering said work to non-supervisory employees. "Unit Bargaining Work" for the purpose of this paragraph is that work customarily assigned to, or performed by, non-supervisory personnel on a regular basis.

Supervisory employees in the DPW 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 a supervisory employee is training on equipment and the equipment is not at a regular or overtime work site.

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

ARTICLE XV

EMPLOYEE'S COMPENSATION, MECHANICS CLASSIFICATION, LONGEVITY PAY, INSURANCE BENEFITS, WORKER'S COMPENSATION, UNIFORMS, AUTO EXPENSE AND EDUCATIONAL BENEFITS

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 1A. MECHANIC'S CLASSIFICATION

- A. All references to a Mechanic's Classification shall be deemed to refer to a State Certified Mechanic.
- B. Mechanics in the DPW as of December 19, 1988 shall be "grand fathered" and not be required to achieve state certification.
- C. All mechanics hired after December 19, 1988 must obtain three State Certifications within fifteen (15) months of hire or lose his/her classification as a mechanic.
- D. Effective April 1, 1998, Mechanics will be paid \$.10 per hour for each State certification which they hold. The maximum payment under this provision shall be \$.40 per hour.
- E. A Mechanic shall mean any employee appointed to that classification in the DPW who has met the requirements of the Employees Civil Service Commission with respect to testing for the position of mechanic and who agrees to maintain employment to secure three State certifications within a fifteen (15) month period from the time he/she is hired. Failure to obtain the certifications timely shall void the appointment.

Section 2. LONGEVITY PAY

Effective with the April 1, 2008 contract year, all 1103.12 members will no longer receive longevity benefits. These benefits are to be applied to the cost of the retirement improvements.

Section 3. HOSPITALIZATION INSURANCE

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 PPO, \$5/\$10 RX (Appendix F)
- B) Health Alliance Plan HMO, \$2 RX (Appendix G)
- C) Blue Care Network, \$2 RX (Appendix H)
- D) Blue Cross/Blue Shield Community Blue Option 10, \$10/\$20 RX (Appendix I)
- E) Blue Cross/Blue Shield Community Blue Option 1, \$10/\$20 RX (Appendix J)
- F) Blue Cross/Blue Shield Community Blue Option 1, \$10/\$20/\$40 RX (Appendix K)

The hospitalization insurance program set forth in Option F 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 E above shall pay the difference between the premium rate of Option F and the premium rate of the their 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 D above shall be the base plan. The employee shall pay six percent (6%) of the premium. An employee who elects Options A through C or E and F above shall pay the difference between the premium rate of Option D and the premium rate of the their selected Option, if any.

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 E attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix F. Payment in lieu of participation in the health insurance plan will not be available to employees hired after January 1, 2008.

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 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 one thousand five hundred dollars (\$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%

The Township shall provide Dental PPO options as an alternative to the traditional plan described above. Those options will be DENCAP, and the Delta Dental Preferred Provider Option.

Employees who retire on or after April 1, 2003, their spouses, and minor dependent children will be covered by the Delta Dental Plan for Class I benefits.

Section 6. WELLNESS COMMITTEE

The Employer shall establish a Wellness Committee. It shall be the function of this committee to review matters pertaining to the wellness of the employees covered hereby and make recommendations to the Employer concerning such matters. The Union has the right to appoint one (1) person to the Committee. Management shall have the right to appoint the persons it feels necessary to serve on any such committees as it deems Appropriate. The committees shall meet during regular daytime working hours; however, the meeting shall not exceed one (1) per month unless both parties agree.

Section 7. TERM 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 Employment Retirement System at age 55 with 25 years of service or on a disability retirement will be provided with \$10,000.00 life insurance upon such retirement.

Section 8. RETIREMENT 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 Medicare program upon retirement. It being the intention of the Township in offering the benefits described by this paragraph to supplement the Medicare Program to encompass the program the employee had available to him/her while an employee of the Township.

Section 9. HEALTH CARE FOR RETIREES

9.1 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 sixty

(60) with ten (10) years of service or age fifty-five (55) with thirty (30) years of service effective April 1, 2000, 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 premium to be funded as follows:

<u>Years of Service</u>	<u>Percentage of Monthly Premium</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%

Payments 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 #6 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

3. 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.
4. Employees who retire under a 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.
5. 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.

6. 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, or for employees retiring after January 1, 2008, a Medicare Advantage plan with equivalent or better benefits.
- 9.2 Employees hired after January 1, 2008 shall be required to pay 3% of wages into the Township Retiree Health Care Fund.

Section 10. WORKER'S COMPENSATION

Provisions of the Worker's Compensation laws of the State of Michigan shall apply in all injuries, accidents or illnesses 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.

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 Township Clerk that the additional period is requested. The additional extension shall not be with salary, paid supplement, or benefits except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six months. At a period of six (6) months from the end of the second extension, if the person cannot return in the same capacity, the person shall be terminated.

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 Superintendent in charge. The Superintendent shall forward same to the Accounting Department.

Section 11. WORK CLOTHING AND EQUIPMENT

Effective annually on the first pay date in April the Township will pay each employee a clothing allowance. The Township shall also furnish quality 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. At the implementation of this agreement, the department policy is to have employees

wear brown pants and beige shirts. When weather permits they may wear brown shorts and tan T-shirts. If this standard should change the department will notify the union in advance of such change. Employees must report to work in the clothing required by the Department which shall include outerwear. An employee who does not wear the pro-scribed clothing shall be subject to disciplinary action.

Each quarter January 1, April 1, July 1, and October 1 dates, the Township will provide each employee a new pair of leather gloves.

Effective April 1, 2007, the clothing allowance will be \$1,300

Effective April 1, 2008, the clothing allowance will be \$1,300

Effective April 1, 2009, the clothing allowance will be \$1,300

Section 12. PERSONAL AUTOMOBILE EXPENSE

If an employee is required by the Employer to use his/her own automobile in the course of his/her employment, he/she shall be paid in accord with the amount recommended by the Internal Revenue Service for mileage at the time of usage. However, in the alternative, the Township may furnish a vehicle for the employee's use. By accepting this policy, the employees waive the right to have their automobile washed.

Section 13 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 14. 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 Plan. The reference to retirement, unless designated to the contrary, refers to retirement available to a retiree when they meet the age and service requirements for retirement benefits.

Effective April 1, 2000, for retirees who retire on or after that date, the F55-30 plan will be replaced by the F55-25 plan.

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 April 1, 2002, for retirees who retire on or after that date, the Fac-5 plan will be replaced by the Fac-3 plan.

Effective April 1, 2003, employees who retire on or after that date, the V-10 plan is replaced with the V-8 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, V-8, F55-25 MERS pension plan. The employee contribution rate will increase to four and one-half (4.5%) percent of their compensation.

Section 15. SCHOOL EXPENSES

An employee who on his/her days off attends a college, university, trade school, adult continuing education 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.

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 the 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 pro rata amount for that portion of the year, as measured by months, that remains after terminating employment.

The proration 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.

Section 16. COMMERCIAL DRIVER LICENSE

The Township shall reimburse the employees the cost of their CDL for those persons obtaining their CDL from and after January 1, 1991. The Township will also pay the cost of the DOT required physical examination. The Township

will make available a vehicle for the employee's use in taking the road test and will pay for the cost of the road test. Those employees who possess a CDL for which the Township pays the cost as provided for herein shall not automatically be made Equipment Operators but shall be subject to Random Drug Testing under the DOT regulations and the Township Policy and Procedure.

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

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 15 of Article XV. 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. 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 use such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Minor dependents may use such benefits up to a total maximum value of \$300 once every twelve months.

Employees who retire on or after April 1, 2003, their spouses, and dependent minor children will be covered by the Optical Plan provided to active employees.

ARTICLE XVI

WEED CREW/GRASS CREW LEADER

Each year the Department of Public Works will appoint one "Weed Crew Leader" provided that the conditions described in Appendix C, attached to this agreement, are met. Furthermore, one employee will be designated as the "Grass Crew Leader" for the cutting season on a voluntary basis on each day that a seasonal employee actually is working on the grass crew.

The Weed Crew Leader and the Grass Crew Leader will be paid fifty cents (\$.50) per hour above his/her base rate for all hours worked while serving in this capacity.

ARTICLE XVII

UNION BULLETIN BOARDS AND SAFETY COMMITTEE

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in each general building used by Local 1103 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. SAFETY COMMITTEE

The Employer shall establish a Safety Committee for the Department of Public Works. The Superintendent or the Assistant Superintendent of the department, or their designee, shall be the chairperson of their respective Safety Committee. The Union has the right to appoint two (2) persons of each of the Safety Committees 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 it feels necessary to serve on any such committees as it deems appropriate.

The committees shall meet during regular daytime working hours on the call of the Union or Management; however, the meeting 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.

ARTICLE XVIII

PARK RANGERS

The following provisions shall apply to the part-time Park Ranger classification.

- A. The work week will consist of four (4) eight (8) hour days. The work schedule may include Saturday and Sunday work. The starting and quitting times for each employee will be at the sole discretion of management.
- B. Each employee will earn five and one-third (5.33) hours of paid vacation per month.
- C. If an employee is required to work a holiday as defined in Article XIII, he/she will be paid three times the normal hourly rate for working on that day. An employee who does not work on a holiday, will not be paid for that day.
- D. Park Rangers hired before January 1, 2008 will be provided with single person Community Blue 10 health insurance with a \$10/\$20 RX co-pay. Two hundred and fifty dollars (\$250) seed money will be deposited annually in a medical flexible spending account for the employee. An employee may cover his or her spouse and dependent children under this plan. They will pay the full cost of the additional coverage. An employee who enrolls dependents and then drops out will be disqualified from participating in the dependent plan from that point on.
- E. Park Rangers hired on or after January 1, 2008 will be provided with single person Community Blue 10 health insurance with a \$10/\$20 RX co-pay. An employee may cover his or her spouse and dependent children under this plan. An employee who enrolls dependents and then drops out will be disqualified from participating in the dependent plan from that point on.
- F. Park Rangers may participate in the cash in lieu of health insurance plan described in Article 15 Section 3 of this agreement.
- G. The Township will provide uniforms to the Park Rangers. This will include one pair of coveralls after the conclusion of ninety calendar days of employment.
- H. Park Rangers will participate in the retirement plan as described in Article XV Section 14.
- I. The Township will provide those benefits which are required by law or statute.

- J. Park Ranger wages shall be in accordance with Appendix A.
- K. Economic benefits for Park Rangers shall be limited to those described in this article.
- L. For the purpose of promotion to a full-time position, Park Rangers hired before January 1, 2008 shall be considered current employees when determining health care coverage and Park Rangers hired on or after January 1, 2008 will be considered new hires when determining health care coverage.

ARTICLE XIX

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 provisions 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.

In the event the negotiations for a new contract are still in progress or negotiations have not yet begun on the expiration date of this contract, its terms will continue in full force and effect until a new Agreement is ratified.

ARTICLE XX

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 6th day of March, 2008, each of the terms hereof were ratified by the employees and the International Union and the Local Union.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

This Agreement, subject to the conditions contained in this paragraph, shall be effective at 12:00 a.m. on the 1st day of April, 2007, and will expire at 12:00 Midnight 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.

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

ARTICLE XXII

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:

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

UNION:

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative 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

Its: Supervisor

By: _____
Dennis C. Tomlinson

Its: Clerk

By: _____
William S. Smith

Its: Human Resources Director

LOCAL 1103.12 OF THE AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES AFFILIATED WITH
AFL-CIO

By: _____
Alan Christie, Chapter Chairperson,
Local 1103.12

By: _____
Mitchell Verellen, Negotiator

By: _____
Robert Harper, Negotiator

By: _____
Nora Grambau, AFSCME Council 25

APPENDIX “A” – SALARY SCHEDULE

LOCAL 1103.12 CUSTODIANS AND DEPARTMENT OF PUBLIC WORKS SALARY SCHEDULE 4-1-2007 THROUGH 3-31-2010

MECHANIC	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
4/1/2007	20.25	21.92	22.79	23.59
4/1/2008	20.70	22.42	23.30	24.12
4/1/2009	21.12	22.86	23.77	24.60
Operator/Inspector				
4/1/2007	20.13	21.81	22.68	23.48
4/1/2008	20.58	22.30	23.19	24.00
4/1/2009	20.99	22.75	23.66	24.48
Maintenance Worker				
4/1/2007	17.31	18.97	20.67	22.56
4/1/2008	17.70	19.40	21.14	23.07
4/1/2009	18.05	19.79	21.56	23.53
Custodial Maintenance				
4/1/2007	15.13	16.88	18.62	20.35
4/1/2008	15.47	17.26	19.04	20.81
4/1/2009	15.78	17.61	19.42	21.22
Park Ranger (Part-time)	<u>Start</u>	<u>6 Months</u>		
4/1/2007	10.74	11.03		
4/1/2008	10.98	11.28		
4/1/2009	11.20	11.50		

The Weed Crew Leader and Grass Crew Leader, when acting in that capacity will receive an additional fifty cents (\$.50) per hour respectively above his/her hourly wage.

APPENDIX “B” – COST OF LIVING ALLOWANCE

The parties hereto agree that as of April 1, 1993, the cost of living allowance that was previously given as a contractual benefit is null and void, with each party acknowledging that the employees have received an additional one (1%) percent salary for this consideration.

APPENDIX “C”

RESOLUTION-ESTABLISH PART-TIME “LEADER” DPW WEED CUTTING CREW

WHEREAS, the Township of Clinton, Macomb County, Michigan, is a municipal corporation with its offices at 40700 Romeo Plank Road, Clinton Township, Michigan, and for purposes of identification is hereinafter referred to as “Township”, and;

WHEREAS, Local 1103.12 is a member of the American Federation of State, County and Municipal Employees and includes the Custodians and DPW Department in Clinton Township, and for purposes of identification is hereinafter referred to as “Union”, and;

WHEREAS, representatives of both groups did meet on July 12, 1984 to discuss the summer employees, hereinafter referred to as J.Y.P.T. Employees, and to determine whether or not a leader should be appointed from the Union to supervise said employees, and;

WHEREAS, it was the feeling of both the Township and the Union that the summer employees could be adequately supervised by the supervisor selected under the County’s directives, or in the alternative, by the DPW Superintendent or Assistant, and;

WHEREAS, it appears to both the Union and the Township that it would be more beneficial to the Township and the Union to have supervision over the summer employees when they are involved in the weed cutting program, and;

WHEREAS, both the Union and the Township further agree that they want to memorialize their understanding for such supervision of summer employees, and therefore, the Union has presented to other Township, the substantive portions of such agreement between the parties which is encompassed in this Resolution to be approved by the Union.

In consideration of the premises recited above, IT IS HEREBY RESOLVED by Member Contesti, supported by Member Bobcean, as follows:

1. For the summer of 1984 the Management of the DPW Department shall appoint a union member from the DPW Department to act as coordinator for the weed cutting tractor) crew, which position shall be the same level as a leader’s position and paid at the same rate as in the 1982-1985 contract.

2. This position for 1984 will be effective June 6, 1984 to the end of the weed cutting program, and each year hereafter that summer help is available to Clinton Township and such non-employees engage in weed cutting, then a Leader shall be appointed from the commencement of the program to the end of the program.
3. The intent of this position is to supervise and coordinate the summer employees in the weed cutting program and accordingly such position will be on a seasonal basis and will be considered temporary. The DPW Management shall not appoint the same person to such position for two consecutive years.
4. This position of DPW Maintenance Leader shall generally direct the field operations of the tractor crew as it pertains to the cutting of private lots and follow the job classification of Edward Packan dated July 17, 1984 attached hereto.

However, it is understood by both parties that such Leader will only give commands to the summer employees and not to other members of his bargaining unit employees and summer employees, he will only direct the summer employees.

5. By the adoption of this Resolution, the parties agree that any further requests for a DPW individual to direct the summer youth program, summer employees or JYPT employees will be dismissed, and it is expected that summer employees who are not on the weed cutting program will be directed by William Noto, Edward Packan or the DPW Superintendent.

AYES: MEMBERS Contesti, Bobcean, Didio, Kohl, Steiner,
Eschenburg, Tomlinson

NAYS: MEMBERS None

RESOLUTION DECLARED ADOPTED.

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 allows 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 E to this agreement.

B. AMOUNT OF BENEFIT

The Employment will compensate the employee in the amount \$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 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

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 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.