

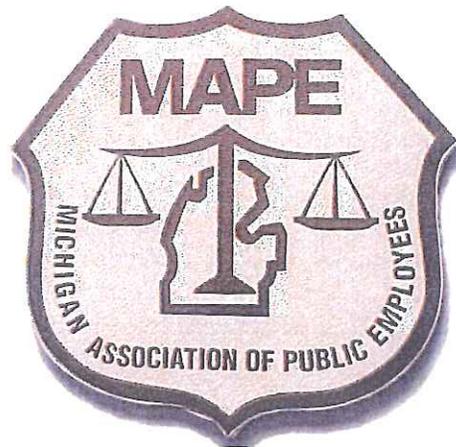
COLLECTIVE BARGAINING AGREEMENT

Between

The Charter Township of Redford

And The

Michigan Association of Public Employees



Effective: September 14, 2011 through March 31, 2014

THIS AGREEMENT is entered into this _____ day of September, 2011 with an effective date of September 14, 2011 by and between the CHARTER TOWNSHIP OF REDFORD (hereinafter referred to as the "EMPLOYER" or "TOWNSHIP") and the Michigan Association of Public Employees (hereinafter referred to as the "UNION").

ARTICLE 1

PURPOSE AND INTENT

The general purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations to the mutual interest of the Employer, the employees and the Union.

Moreover, the parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees, and of promoting and improving peaceful municipal and economic relations between the parties.

ARTICLE 2

RECOGNITION, EMPLOYEE STATUS

2.1: The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment as provided for in this Agreement for all regular full-time and regular part-time employees performing work within the classifications contained in this Agreement as Exhibit A - Fields of Work. In addition, all new classifications with duties similar to other bargaining unit classifications would also be included in this bargaining unit.

The Union's bargaining unit shall consist of full and part-time employees, employees of the Township's Dial-A-Ride program and employees of the community block grant programs.

2.2: Excluded from the bargaining unit:

- A. All temporary and seasonal employees
- B. The following confidential employees;
 - 1. The secretary and receptionist to the Township Supervisor,
 - 2. The secretary to the Township Clerk,
 - 3. The secretary to the Civil Service Personnel Department.
- C. All supervisory employees

2.3: Definition of Employee Status

Regular Full-Time Employees:

(also referred to herein as "Full-Time Employees")

All employees in positions that are budgeted or work 2,080 hours or more within a fiscal year.

Regular Part-Time Employees:

(also referred to herein as "Part-Time Employees")

All employees in positions who are budgeted or work less than 2,080 hours within a fiscal year.

All new regular part-time and regular full-time employees, except those positions specifically exempted, shall work under the provisions of this Agreement, with the first 12 months of employment or 12 months after a promotion from temporary status to regular status, considered a probationary period. During the new employee's probationary period, he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline probationary employees for the purpose of evading this Agreement or discriminating against Union members. After successful completion of the probationary period, the employee shall be placed on the regular seniority list. Probationary employees will be subject to the testing provisions contained in Article 7.

Employees Seniority Date Status

- A. Full-time employees' seniority date shall be their date-of-hire in most cases and will be referred to in this contract as seniority date.
- B. In some cases employees may have a different union seniority date. This only applies to those employees that may have purchased previous service credit or may have been C.E.T.A. or Grants employees. Pension, longevity, sick or vacation service credit will be accrued for paid service time.
- C. Part-time employees' seniority dates shall be their date-of-hire for part-time benefits. Pension, longevity and leave hours will comply with provisions of this contract.
- D. Part-time employees that become full-time employees will be provided full-time benefits based on their full-time date-of-hire. Any eligible part-time benefits or service credit that may have accrued will be added to their full-time status (i.e. pension, longevity or union seniority).
- E. Regular part-time employees shall accrue seniority of two (2) weeks for every four (4) working weeks, regardless of the number of hours worked less any adjustments for lost service time, while full-time employees accrue seniority of four (4) weeks for every four (4) weeks worked regardless of the number of hours worked less any adjustments for lost service time.
- F. The Employer shall post a list of the employees arranged in order of employees' Union seniority. The list shall be

posted on the enclosed bulletin board immediately outside of the Personnel Department offices. A copy of the list shall be provided to the Union. The list shall be updated once a year or as needed. Seniority date shall be the date hired full-time or time accrued as a Union member.

2.4: Seniority shall cease for the following:

- A. Discharge, or
- B. Voluntary quit, or
- C. Layoff for a period of more than two (2) years, or failure to respond to a phone call, certified letter and notice to the Union for recall from layoff within five (5) days of receipt, or
- D. Absence for three (3) consecutive working days without notifying his/her employer shall be considered a voluntary quit. (In proper cases, exception may be made by the Employer.)
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- F. A settlement with the employee has been made for total disability, or
- G. The employee is retired.

Additionally, employees will not accrue Union seniority during the following periods:

- 1. Period of time that he/she is on layoff in excess of ten (10) consecutive business days.
- 2. Period of time that he/she is on suspension (pending grievance procedure as described in Article 11).

2.5: Any regular full-time employee who is transferred or promoted to a non-bargaining unit position shall not accumulate union seniority while working in the non-bargaining unit position, but will retain his/her seniority accrued while a member of the bargaining unit. Upon transfer or demotion from a non-bargaining unit position, the individual will bump back into the bargaining unit position last held, if total bargaining unit seniority permits; otherwise, the individual will bump to the next lowest position, as seniority permits; and otherwise in accordance with Article 6.

2.6: Non-Civil Service employees shall be allowed to use their Union seniority for purposes of benefit accrual and testing/placement for Non-Civil Service Union positions. Opportunities for testing/placement for all Union-covered positions will be prior to positions being filled from the outside.

2.7 Temporary Employees:

- A. Temporary employees have not tested for their positions through the Civil Service selection process and they will have signed a form acknowledging that they are not members of, or represented by, the Union.
- B. These employees are not hired to fill vacant MAPE positions.
- C. Temporary employees will not be used to avoid overtime and/or out-of-classification pay.
- D. These workers may be used for special projects, however, assignments lasting longer than six (6) months require mutual, written agreement between the Employer and the Union.
- E. Any temporary position which appears to be a year-round, full or part-time position, will become a regular Civil Service position for purposes of hiring and Union representation.

2.8 Provisional Employees:

- A. In the absence of a qualified, full-time employee on an eligibility list, and pending the completion of the procedure as set forth in Article 7, the Employer may fill the vacancy with a provisional employee. This placement cannot exceed forty-five (45) days without mutual, written agreement between the Union and the Employer.
- B. Provisional employees will not be used to avoid overtime and/or out-of-classification pay.

2.9 Seasonal Employees:

- A. Seasonal employees have not tested for their positions through the Civil Service selection process and they have signed a form acknowledging that they are not members of, or represented by, the Union.
- B. These employees are hired for positions that are filled less than ten (10) months each year.
- C. The number of seasonal employees is limited to those approved by the Township Board in the annual budget which indicates the number of positions by department and the duration of each. The Union will be notified as to the approval prior to April 1st of each year.
- D. Seasonal employees are limited to:
 - 1. Ice Arena Concession, Skate Guards and Attendants (mid summer through Spring), Ice Arena Skating Instructors (coincides with skating lessons and the ice show)
 - 2. DPW Maintenance (May 1 through October 31), DPW Clerical (Spring through Fall)

3. Recreation Concession at Claude Allison and Capitol Parks (April 15 through September 15 and for special events), Parks Maintenance (April 1 through November 15)
 4. Recreation Programs - Playground Program Coordinators and Counselors (June through August), Sports Programs (according to individual sports schedules)
- E. The Ice Arena, Recreation and Parks are considered one department for the purpose of this Section.
- E. Seasonal employees are not offered work in excess of forty (40) hours per week unless all Union members in the field of work have turned down the overtime.
- G. Any seasonal position which appears to be a year-round, full or part-time position will become a regular Civil Service position for the purposes of hiring and Union representation.
- H. The Union will be notified when a seasonal employee works in another department within a twelve (12) month period.

ARTICLE 3

AGENCY SHOP AND DUES

3.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

3.2: Membership in the Union is separate, apart and distinct from the employee's obligation to pay his/her fair share of dues to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

3.3: In accordance with the policy set forth in this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. The Union shall provide a specific accounting for the calculation of the agency fee prior to requiring the Township to deduct the same from non-member employees. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

In the event that any employee challenges, objects or questions the amount of the agency fee the Union agrees to place the disputed funds in an escrow account while any challenge is pending. The Union shall also provide a prompt, impartial hearing for non-members challenging the fee, including appellate review before an impartial decision-maker.

3.4: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that should arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of its agreement to deduct dues and/or fees. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

3.5: Commencing with the signing of this Agreement, and during the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiations fees, provided, however, that the Union presents to the Employer, authorization, signed by such employees, allowing such deductions and payments to the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees, provided that the Union has provided adequate justification for the fee and has complied with the requirements contained in Article 2, Section 6;
- D. Employees shall provide the Employer with a signed authorization for check-off on forms provided by the Township.
- E. The Union shall notify the Employer of any delinquency on the part of any employee accrued after the signing of this Agreement and request of the Employer that the employee be terminated.

Termination will only follow after a showing that:

- 1. The Union has provided the objecting non-member with a figure allowing him or her to reduce the amount of his monthly fee by the percentage of the Union's annual budget spent for ideological or political purposes computed by the Union, has provided other adequate justification for the fee, and has complied with the procedural requirements outlined in Article 2, Section 6.
- 2. Continued refusal to pay. Disputes as to a good faith reduced amount must be handled through internal Union procedures and these procedures must be exhausted prior to litigation.

ARTICLE 4
RATES FOR NEW CLASSIFICATION

The rate of pay for any new classification, either regular full-time or regular part-time, established by the Employer within the bargaining unit covered by this Agreement, shall be negotiated between the Employer and the Union.

ARTICLE 5
SUBCONTRACTING

5.1: For the purpose of preserving work and preventing layoffs for employees covered by the Agreement, the Employer agrees that no work or services presently performed by Township employees assigned to the collective bargaining unit will be subcontracted, in whole or in part, to any subcontractor, with the effect of necessitating layoffs. If subcontracting is required, the Employer agrees that prior to implementation, it will negotiate the effects of any such layoffs with the Union.

The Employer has the right to subcontract work done by employees as long as no employees are laid off as a result of the subcontracting or have their regular, straight-time, work hours reduced. The Employer also has the right to subcontract work done by current employees, in emergency situations. Emergency situations shall include, but are not limited to, the Township being able to fulfill its legal responsibilities.

5.2: Extra Contract Agreements with Other Labor Organizations.
The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by the Agreement with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 6
LAYOFF AND BUMPING

6.1: Layoff shall mean the separation of an employee from the active work force.

A. The Township will provide the Union and affected employees(s) ten (10) working days notice prior to the effective date of a layoff, and that during such time the affected employee(s) will be paid (10) working days pay at the employee(s) regular wage. The Township has the option of requiring a laid off employee to not appear for work, once notice of layoff is given.

B. The Township will continue to provide the laid-off employee with healthcare coverage as set forth in the parties' collective bargaining agreement from the effective date of the layoff to the

end of the next month that follows the effective date of the layoff.

6.2: For the affected classification within a department, layoff shall be determined by Union seniority - lowest seniority laid off first.

- A. A laid off employee who elects to remain working by exercising Employer-wide seniority may do so by:
 - 1. Bumping into the highest Union classification that he/she has held status; (status meaning employee has signed the posting, qualified, was placed and completed trial or probationary period);
 - 2. Bumping laterally into a position within the same pay grade or bumping into a lower pay grade as long as the employee has held status within the Field of Work to which he/she has previously met the job description requirements at the time of layoff that are specified by the Civil Service or Grant's classification that he/she is bumping into (dictation, typing, practical exam, etc.) A bumping employee will be given same training and trial period as if he/she was transferring or promoting.
- B. Seniority shall not be invoked by an employee to displace another employee so long as the senior employee has an assigned job and has not been selected for layoff.
- C. An employee who bumps into another classification shall be paid the rate of the classification into which the employee bumps.
- D. Before the Employer lays off any regular full-time or regular part-time employee covered by this Agreement, the Employer will lay off all temporary/seasonal employees working in the departments affected by the layoffs. Prior to laying off a Union employee, the Employer will consult with the Union; the Employer will allow the Union employee in a department which is targeted for layoff to bump any temporary/seasonal worker in any position in which the Union employee is qualified to perform work. The Union employee will be paid at the maximum temporary wage for the position he/she is bumping into and shall continue to receive all applicable benefits and accrue seniority (i.e., those benefits which he/she had received as a Union employee). No temporary employee will be hired within the Field of Work that a Union position has been laid off without first offering the position to laid off employees, most senior first, then in descending order of seniority.
- E. The Employer may elect to lay off either regular part-time or regular full-time positions provided that employees will be given the opportunity to fill the positions (part-time or full-time), based on the Employer-wide seniority bumping rights and the demonstrated ability to do the job. A laid

off, full-time employee who elects to remain working by exercising Employer-wide seniority may do so by bumping to any part-time or full-time classification covered by this Agreement, that he or she is capable of demonstrating and performing all routine tasks of the classification provided the full-time employee has greater length of service than the part-time employee holding the position. The Employer shall not be required to retain the bumping employee who fails to demonstrate ability or refuses any job assignment in the classification to which the employee is bumping. Regular part-time employees can bump only other regular part-time employees, provided they have greater seniority, and can perform the job.

- F. The Employer will not fill with a temporary/seasonal employee a job previously done by a laid off employee as long as the layoff of any regular full-time or regular part-time employee exists, except if laid off employees refuse the work or by mutual agreement of the parties. A laid off employee who refuses recall based on seniority, on a last laid off, first back basis, to either a full or part-time position that he or she is qualified for, will lose those recall rights. A full-time employee refusing to fill a part-time job on recall will lose his/her part-time recall rights only. If a full-time employee refuses a full-time job, then he/she loses all recall rights.

A regular part-time employee has no recall rights to full-time positions. A regular part-time employee loses all recall rights if he or she refuses recall to a regular part-time position.

When a position is recalled, it shall be the lowest classification after employees previously recalled have had the opportunity to transfer to positions which have become open and to which they held prior to the layoff and in line with their seniority.

- G. Any qualified laid off Union member will be afforded the opportunity to test as an insider for all Civil Service positions in the Township after all processes for the affected bargaining unit have been completed.

ARTICLE 7

NEW HIRES, JOB UPGRADING, PROMOTIONS AND NEW POSITIONS

7.1: This Article shall be the sole and exclusive method for effectuating intra-bargaining unit upgrading, promotions, filling of vacancies and newly created job positions.

7.2: Posting of Position Openings. This Section shall govern the procedure for filling positions through the promotion examination and lateral transfer process.

The Employer shall determine whether vacancies shall be filled. If a position remains vacant for longer than ninety (90) days, the Union may request a meeting with the Employer to discuss the status of the vacancy.

The Township shall post job openings for ten (10) working days.

The posting will state the specific job, classification and location of the job. The posting shall state whether the examination is a practical, written or oral exam, and what percentage each part of the exam will count toward the final grade on the exam.

All employees who have completed their initial Civil Service probationary period (including employees who have been laid off for a period of time not greater than two (2) years) and who have timely signed the posting, shall be afforded the opportunity to test for job classification upgrading, promotion or transfer in the bargaining unit provided the employees meet the minimum requirements of the job as outlined in the posting.

Once the eligibility list is established and presented to the department head, the position shall be filled within thirty (30) calendar days.

All applicants for openings either by promotion or lateral transfer must sign the posting before the closing date contained in the posting.

In cases of emergency when an employee is unable to sign the posting, a certified letter may take the place of signing the posting provided the letter is received within the job posting period.

7.3: Eligibility List. The Fields of Work shall be those listed in Exhibit A herein. The Union shall be notified of the creation of new Fields of Work.

Any bargaining unit employee with Civil Service status applying for promotion or lateral transfer within their Field of Work will need to take and pass only the practical skills tests if required.

The same allowance will be made for bargaining unit employees who have held status in another Field of Work within their current period of service.

All other bargaining unit employees will be required to take the applicable examinations for promotions and/or entrance into a different Field of Work; however, if any of these employees have previously tested for the classification they may elect to stand on their previous passing score and be excused from re-testing. Employees exercising this option must inform the personnel director in writing.

Those candidates not available to take the promotional examination at the scheduled time because of extenuating circumstances may be afforded an opportunity to reschedule the examination with the approval of a Union executive member and the Township personnel director.

After the exam is scored, all candidates with a passing score shall be put on the eligibility list in seniority order. (Most senior being first, etc.) Test scores will not be posted. Eligibility lists will be created for each opening.

7.4: Part-Time Positions. When a part-time position is created, it shall be posted internally and to the outside.

If a part-time position becomes a regular full-time "Civil Service" position, the following rules apply:

If the position is assigned the lowest rate of pay within the Field of Work, the regular part-time employee occupying the position shall be offered the opportunity to become a full-time employee for that position. If the employee doing the job declines the offer of full-time employment, or if there is no incumbent regular part-time employee doing the job, the position shall be posted internally, and, if not filled, to the outside.

If a regular part-time position becomes regular full-time and is assigned a higher hourly rate of pay than other regular full-time positions within the Field of Work, the position shall be posted and all current regular full-time employees receiving a lesser hourly rate than that assigned to the new position, shall have the right to apply for the new position for promotion/transfer purposes only.

7.5: Temporary/Seasonal Positions. If the temporary/seasonal position is to become a full or part-time position, the position shall be filled in accordance with this Article.

7.6: Job Upgrading. If the upgraded job is vacant, the job shall be posted and filled from the eligibility list like any other vacancy. If the upgraded job is currently filled by a bargaining unit employee, management has the choice of three (3). The choice of three (3) shall be comprised of the incumbent employee and an additional two (2) most senior employees on the promotional eligibility list.

7.7: Selection. Management will select one of the three (3) employees standing highest on the eligibility list who is interested in the vacancy.

An interested employee is one who would accept the position if offered.

Should an employee reject an offered position, management may add the next person on the list to its choice of three (3).

7.8: For promotions and upgrades, pay increases will be limited to the closest step where at least a 3% increase is realized but never greater than the highest level in the new classification.

7.9: Trial Period. There will be no trial period in the case where an upgraded position is filled with an incumbent employee who has been performing the duties outlined in the new job description for a period of at least ninety (90) days.

The selected employee will be granted a ninety (90) day trial period. An additional ninety (90) day trial period may be granted if the Employer, Union and employee agree to determine:

- A. The employee's desire to remain on the job.
- B. The employee's ability to perform the job.

The Employer will have an evaluation meeting with the employee within the first week to assure that he/she is receiving proper training. After the first thirty (30) days and before the forty-fifth (45) day, a written evaluation will be prepared by the supervisor and reviewed with the employee. If an additional ninety (90) day trial period is agreed to, there will be a second written evaluation done within the first week of the extension with follow-up scheduled as needed.

If at any time during the trial period the employee does not desire to remain on the job or the Employer determines that the employee is unable to properly perform the job duties as required for the position, the employee shall be returned to his/her former position. Any other member of the bargaining unit whose subsequent transfer was related to the initial upgrading of the employee who has returned to their former position, shall also return to his/her former position.

The transfer or promotion shall then be awarded to an employee from a new choice of three (3) most senior candidates from the original eligibility list. The new choice shall be comprised of the two (2) remaining candidates and the next most senior employee on the list.

No position is filled from the outside as long as there is an interested, eligible bargaining unit employee on a list.

7.10: Testing of Probationary Employees.

A probationary employee, as defined in Article 2.3, may post as an "in-house" candidate for posted vacancies; however, within the probationary employee's first six (6) months of hire, the probationary employee's opportunity for promotion/transfer is after the eligibility list has been exhausted and the probationary employee will be considered along with the two (2) highest ranking candidates from the open competitive eligibility list.

Probationary employees successfully competing in a selection procedure with "outside" candidates will:

Begin a new one-year probationary period effective with the date of assignment in the new classification.

Continue to receive all benefits provided on the date of employment in their original classification.

Retain their original date of employment as their Township seniority date.

7.11: Clerical Upgrade. Clerical employees at the level I or II only may have their classification upgraded to the next level - II or III. Such upgrading will not require posting or competitive testing. However, to be eligible for an upgrade, an employee must be in his/her position for at least five-(5) consecutive years. Employee must qualify for position requiring skills (i.e., typing, shorthand). Upgrading will be based on merit and the department head's recommendation which is subject to appeal to the Township's Administrative Committee. Upgrading will apply to an individual as long as they are in that position. Upgraded employee will be available to do the work of similar levels. Only one-(1) such upgrade per employee, per position, will not require posting or competitive ranking.

ARTICLE 8

DISCHARGE AND DISCIPLINE

8.1: The intent and purpose of the following is to provide a progressive disciplinary system. The parties recognize that discipline will not be imposed without just cause.

However, the parties recognize that certain cases may require the imposition of non-progressive discipline based upon the severity of the offense while on duty. These offenses include, but are not limited to: dishonesty, lewd or obscene behavior, acts of physical violence, or being incapacitated or intoxicated on alcohol or drugs. This Article shall not prevent the Employer from taking immediate, appropriate disciplinary action should it be required. When such action is taken, written notification to the Union shall follow.

Employees shall not be disciplined for refusing to cross a picket line to perform duties if the employee has good reason to believe that his/her health and safety are in jeopardy and the employee agrees, when confronted with this situation, to contact supervision for assistance as soon as possible.

The Township shall follow the (Article 44) formal Drug Testing Policy for random screening. A member will be suspended or discharged should he/she test positive from a random (or reasonable suspicion) drug or alcohol test.

8.2: Disciplinary action will follow this procedure:

- Step 1. Oral reprimand - documentation placed in personnel file
- Step 2. Written reprimand
- Step 3. One (1) workday (suspension) off without pay
- Step 4. Five (5) workdays (suspension) off without pay
- Step 5. Discharge

8.3: Records of written reprimands are removed from the personnel file after twenty-four (24) months, but will be retained in a separate file to be used strictly for statistical purposes, i.e., compliance with the

terms of the Consent Decree or EEO compliance requirements. The records will not be used to enhance subsequent punishments.

8.4: Discharge or discipline must be by written notice and any employee may request an investigation as to his/her discharge or discipline and should such investigation prove that the employee was without fault, he/she shall be reinstated and compensated with full compensation, partial or no compensation as may be decided under the grievance procedure, however, if the employee is found with fault, the penalty shall stand unchanged. Appeal from discharge or discipline for any reason must be taken within five (5) working days of the date of the incident, by written grievance signed by the grievant, stating the specific provision of the contract and/or work rules alleged to have been violated, and is to be filed at Step 3 of the grievance procedure or with the Civil Service Commission.

Grievances filed with the Civil Service Commission must relate to Civil Service Rules and Regulations, and not be otherwise covered by this Agreement. If more time passes, then any grievance or complaint to Civil Service is time-barred. The employee may choose the Civil Service to redress a discharge, demotion or discipline related to Civil Service Regulations.

If this is done, the employee will be construed to have elected his/her remedy and that remedy shall be the sole remedy that the employee shall have and the Civil Service Commission procedure shall be final and binding. If an employee selects the grievance procedure to redress any discipline, discharge, demotion or other condition of employment than that procedure is the only procedure available to the employee and that procedure shall be final and binding upon the employee.

8.5: The discharged or suspended employee will be allowed to discuss said discharge or suspension with a Union Board member. The Employer will make available an area where the Employee and Union Board member may confer prior to requiring the Employee to leave the property of the Employer. The Employee and a Union Board member may discuss the discharge or suspension with the Employer.

ARTICLE 9

ABSENCE AND TARDINESS

Employees will be supplied telephone and/or beeper numbers to notify Employer of absence or tardiness.

9.1: Tardiness:

A. Tardiness in excess of five (5) minutes, will result in the reduction of wages in .10 hour increments according to the following schedule;

<i>Minutes Late</i>	<i>Wage Reduction</i>
Less than 5 minute	nothing

6-15 Minutes	.25 Hour
16-30 Minutes	.50 Hour
Over 30 Minutes	1.00 Hour increments and considered absent without leave

- B. Three (3) tardies (including tardies of less than five (5) minutes) within a rolling 12-month period will result in appropriate disciplinary action as outlined in Article 8 herein.

9.2: Absence.

- A. An employee shall call prior to their starting time. Failure to call in before starting time shall, unless there are extenuating circumstances, result in the loss of the day's wages and appropriate discipline. Note: this does not apply to a tardy employee who is less than 23 minutes late.
- B. If an employee misses a second (2nd) day of work without calling in, he/she will, in addition to losing a day's pay, be appropriately disciplined.
- C. If an employee misses a third (3rd) day of work without calling in, he/she may be discharged or disciplined.

ARTICLE 10
CIVIL SERVICE ACT

The Civil Service Act and Rules established by the Township Commission, including any amendments thereto, shall apply unless specifically overruled or in conflict with the terms of this Agreement. The Union will be allowed to nominate and submit a name to the Township Board for consideration for appointment to the Civil Service Commission.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1: It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

11.2 Should any grievances, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By a conference between the aggrieved employee or the Union Official or both and the immediate supervisor within five working days of the knowledge of the alleged grievance or when said knowledge could have been reasonably obtained. If the grievance is not settled after said conference, the grievance shall be reduced to writing, stating the specific provisions of the contract alleged to have been violated and signed by the grievant and presented to the department head.

Step 2. Upon receipt of the written grievance, a conference between Union representatives and the department head or his/her representatives will be held within five (5) working days. The department head or his/her representative shall answer said grievance in writing within five (5) working days of said conference.

Step 3. If said answer does not settle the grievance or it is not forthcoming within five (5) working days, the Union may appeal the grievance, in writing, within five (5) working days of the receipt of said answer or when said answer was due to the Township Supervisor or his/her designee, or the employee may appeal instead to the Civil Service Commission, if the matter concerns a Civil Service Rule or Regulation not otherwise covered by this Agreement.

Within five (5) working days of the receipt of such appeal, a conference shall be scheduled with the Township Supervisor or his/her designee, whose name in each instance shall be given to the Union, in writing, and the designee shall respond in writing to the grievance within five (5) working days of the conference.

If the employee's grievance concerns a Civil Service Rule or Regulation, not otherwise covered by this Agreement, a Civil Service hearing concerning the employee's grievance shall be scheduled at the earliest meeting date so that the Civil Service Commission can adjudicate the employee's grievance. A Civil Service determination shall be final and binding on the employee, the Union and the Township in accordance with Article 8, Section 4, herein.

If the employee elects to appeal the grievance to the Township Supervisor, then Step 4 of the grievance procedure is applicable.

Step 4. In the event that the grievance is not satisfactorily settled at Step 3 by the Township Supervisor, the Union shall give notice of its intention to appeal the grievance to arbitration to the Township Supervisor or his/her named designee within ten (10) working days of the receipt of the answer in Step 3, or the time when the answer was due. Within fifteen (15) working days of the Union giving notice of intention to appeal, the Union shall appeal the grievance to the American Arbitration Association or the Federal Mediation and Conciliation Service; provided, however, that the parties may attempt to mutually agree

upon a designated arbitrator prior to the Union filing its appeal.

All notices of appeal must be given to the Township Supervisor or his/her designee. The arbitration shall be conducted in accordance with the following procedures:

- A. The arbitration proceedings shall be conducted by the American Arbitration Association or the Federal Mediation and Conciliation Service under their respective rules then in effect. The parties shall attempt to agree upon which service to utilize for a particular grievance; if no agreement is reached, the Union shall choose the service.
- B. The grievance and arbitration procedure provided in this Agreement shall be the sole and exclusive remedy for the resolution of the grievance.
- C. Each party shall bear the full costs for its side of the arbitration, including payment of its witnesses and representatives and will pay one-half (1/2) of the costs for the arbitration, provided that the Township will pay the lost wages of one grievant and one Union official who participate in this arbitration.
- D. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor to rule on any matter except while this Agreement is in full force and effect between the Parties.
- E. The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate except as provided herein.
- F. In the event the arbitrator finds that he has no power to rule on a case the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- G. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part nor contain a reference to statutes, decisions, regulations or other extra contractual matters not specifically incorporated in this Agreement.
- H. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.
- I. Either party may, prior to the decision of the arbitrator, state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations.
- J. The arbitrator's decision shall be final and binding on the Union, the employees and the Township.

11.3: The failure to file a grievance or to appeal within the time limits herein, unless extended in writing by mutual agreement of the parties, shall be deemed as settling the grievance based on the last answer or action of the Township.

ARTICLE 12

Leaves for Union Business

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off for Union activities. The Union Executive Board will be allowed twenty-four (24) hours (pre-approved) without loss of pay to conduct Union business and/or preparation/discussion regarding negotiations. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 13

STRIKES, SLOW DOWNS AND WORK STOPPAGE

No employee, Union member or other agent of the Union shall participate in any manner or call or cause in any way a strike, slow-down, work stoppage or cessation of employment of any kind whatsoever. Participation in any manner whatsoever in such activities is prohibited and may result in immediate discharge of the participating employees.

ARTICLE 14

MAINTENANCE OF STANDARDS

14.1: Based on funding, the Township will, to the extent possible, maintain all conditions of employment relating to wages, hours of work, differentials and general working conditions at not less than the highest minimum standards in effect at the time of signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Township or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of notification of error.

ARTICLE 15

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

To manage the Township generally; to plan, direct and control its operations; to decide the number and locations of facilities; to decide on all machines, tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedule of work; to maintain order and efficiency in its facilities and operations; to hire, layoff, assign, transfer, promote and demote employees; to determine the qualifications of employees; to determine the number and composition of the work force; to determine and re-determine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to schedule needed overtime; to make such reasonable rules and regulations NOT IN CONFLICT WITH THIS AGREEMENT as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof, to the Union and the employees, to require compliance therewith by employees; and to discipline and discharge employees for cause.

Management shall have all other rights and prerogatives, including those exercised unilaterally in the past subject only to EXPRESS RESTRICTIONS ON SUCH RIGHTS, IF ANY, AS ARE PROVIDED IN THIS AGREEMENT.

ARTICLE 16
LOSS OR DAMAGE

Employees shall not be charged for the loss or damage of Township property unless proof of the employee's negligence is shown.

ARTICLE 17
EQUIPMENT, ACCIDENTS AND REPORTS

17.1: Any employee involved in a work related accident shall immediately report said accident and any physical injury sustained. The employee, before the end of his/her current shift, shall make out an accident report in writing, on the forms provided by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject said employee to disciplinary action by the Employer unless emergency circumstances exist.

17.2: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in unsafe working/operating condition, the Employer shall cause said equipment to

be immediately checked before re-assignment and if thereafter the complaint received no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Township at Step 3 of the grievance procedure.

17.3: When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee is to perform the work involved under protest and shall refer the matter to the Work Life and Safety Committee for consideration and recommendation. Failure to act on the employee's protest shall be subject to grievance procedure Step 3.

An employee shall have the option to request the presence of his Union Official to observe work which he/she is ordered to perform which work violates department commonly observed safety practices. If the Union Officials and department supervisor in charge mutually agree that the work required departs from commonly observed safety practices, the department supervisor will institute corrective action.

ARTICLE 18 **GENERAL PROVISIONS**

18.1: Employer agrees to allow Union Officials access to the Employer's premises during normal working hours for policing the terms and conditions of this Agreement, provided that the presence of these Union Officials shall not interfere or interrupt the employees in the performance of their duties.

18.2: The Union shall have the right to examine relevant records of the Employer pertaining to a specific grievance.

18.3: During emergencies, supervisory personnel may perform work which is normally done by bargaining unit employees if such activity does not or will not result in reduction of the size of the represented workforce.

18.4: The Employer shall offer new daily assignments by seniority within job classification within each department.

ARTICLE 19 **STEWARDS**

19.1: The Union shall designate job stewards and alternates from the employee seniority list. The authority of the job stewards shall be limited to, and shall not exceed, the following duties and activities:

- A. Investigation and presentation of grievances, provided that the steward first receives permission for the investigation or presentation of grievance from his/her superior. This request for permission shall be granted within the 24-hour period following the request.

- B. Transmission of messages and information which shall originate with and are authorized by the local Union or its officers; provided such messages and information are not submitted during the steward's working hours, and
1. Have been reduced to writing; or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business. Postings on bulletin boards shall be permitted during working hours.

19.2: Although the Union may have more than one (1) Union Officer and Steward in a department, the Township shall have the right to deny, based upon legitimate Township business needs, the right of more than one (1) employee to be away from his or her duties and assignments to perform Union business and activities at any one time.

ARTICLE 20
MILITARY SERVICE

Any employee on the seniority list inducted into the military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and Amendments thereto, or any similar act in time of national emergency, shall upon termination of such service, be re-employed in line with his/her seniority, at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

ARTICLE 21
SEPARABILITY AND SAVING CLAUSE

21.1: If any Article or Section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

21.2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby, upon the request of the Union, shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either

party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 22

WORK LIFE AND SAFETY COMMITTEE

The parties agree that a representative of the MAPE unit will serve on the Township's Safety Committee.

ARTICLE 23

OUT-OF-CLASSIFICATION WORK

23.1: The intent of this Article is to reduce the amount of overtime necessitated by absences and to increase flexibility in filling vacancies. For this purpose, the Township shall be permitted to utilize an employee for work within any other department, subject to the provisions of this Article.

23.2: Employees shall not be eligible to work out-of-classification while on probation, except in the case of an emergency or when all other eligible non-probationary employees are not available for the work.

23.3: When selecting employees for out-of-classification work, the Employer shall begin with the highest seniority qualified employee in the department who can perform the job.

If the department has available manpower and if no employee accepts the job, the lowest seniority non-probationary employee in that department, who, in management's sole assessment can perform the job, shall be assigned.

If an employee is assigned to work out of his/her classification by a department head or supervisor in a position which has a higher rate of pay than the employee's regular position, that employee will receive the higher rate of pay at the rate consistent with the current seniority level of the employee commencing with the first accumulated hour of work performed in a given working day. The employee shall continue to receive the higher rate of pay until transferred to another classification or returned to his/her regular classification.

Employees temporarily transferred to a lower paying classification shall continue to receive wages at his or her current classification level.

For purposes of this Section, out-of-classification work means being assigned to a job classification differing from the employee's normal job classification whether it is higher paying, lower paying, or comparable paying job classification.

23.4: When out-of-classification work is necessary for a foreman's position, the parties agree to the following procedure:

- A. The department requiring a foreman shall attempt to obtain a foreman from another department.
- B. If other foremen are not available, the department supervisor shall ask one of the three most senior employees within the requesting department to work as the acting foreman. If the person asked refuses the position, the choice will be made from the remaining two and the next highest seniority employee. The department supervisor shall continue this procedure until a foreman is selected or the lowest person is selected.
- C. If an employee wishes to elect not to be considered to act as foreman, he/she may put his/her denial in writing. This letter will be valid for six (6) months.

23.5: This Article does not apply to emergency call-in or other work which cannot be scheduled by the Township.

ARTICLE 24
BARGAINING COMMITTEE

The Union Bargaining Committee shall consist of four (4) members and an agent or representative of the MAPE.

ARTICLE 25
HOLIDAYS/UNPAID DAYS

25.1: Employees covered by this Agreement shall be granted the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Friday after Thanksgiving
President's Day	(in lieu of Veterans Day)
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	*Designated/Floating Holiday

The employee's floating holiday will be designated as follows:

Fiscal Year 04/01/09 - 03/31/10	As taken
Fiscal Year 04/01/10 - 03/31/11	As taken or scheduled
Fiscal Year 04/01/11- 03/31/12	Floating Holiday

25.2: Full-Time. Full-time employees covered by this Agreement shall be granted the above holidays with eight (8) hours pay at straight time rates, including differential.

25.3: Part-Time. If any of the listed holidays falls on a scheduled workday for a part-time employee covered by this Agreement, he/she

shall be granted holiday pay for the number of hours (up to 8) they would have worked.

25.5: Should a paid holiday fall on a Saturday, then the Friday preceding that day will be taken as the paid contractual holiday and, if the holiday falls on a Sunday, then the Monday following will be taken as the paid contractual holiday.

25.4: Part-time Ice Resurfacers/Arena Maintenance I employees and the Part-Time Animal Control employee or any other employee hired to specifically fill weekends, holidays or non-standard hours in a department will earn overtime pay for all hours they have worked in excess of forty (40) hours per week. These employees will not receive any premium pay for working Saturdays, Sundays or holidays. Hours to be flexible and assigned as needed.

25.6: Employees must work the preceding scheduled workday before a holiday and the succeeding scheduled workday after a holiday or be on approved paid leave. Otherwise, no holiday pay will be granted.

25.7: Any full-time employee required to work on any of the contractual holidays will be paid double time (2X) pay (in addition to their regular holiday pay). Call back will be a minimum of three (3) hours at double time (2X) pay.

Employees who work on a weekend holiday (which has been replaced by a contractual holiday) receive the same compensation as provided for non-holiday weekend work.

25.8: For the fiscal year April 1, 2011 through March 31, 2012 there will be up to ten (10) unpaid days off at the discretion of the Township. The actual date of three (3) of the mandated unpaid holidays off shall be selected at the discretion of the Employee, with the approval of the Township. The remaining seven (7) unpaid days off are Good Friday, May 27th, July 1st, September 2nd, the Friday after Thanksgiving, Martin Luther King, Jr. Day and President's Day.

For Contract year April 1, 2012 through March 31, 2013 there will be up to five (5) unpaid days off at the discretion of the Township.

For Contract year April 1, 2013 through March 31, 2014 there will be up to five (5) unpaid days off at the discretion of the Township.

ARTICLE 26

VACATIONS

26.1: A. The Department Heads shall be responsible for the scheduling of vacation time in their respective departments, and they shall post an annual vacation schedule indicating the available vacation times. Vacation selection within a department shall be by Township seniority. Employees who are new to a department cannot exercise their seniority right until the next fiscal year.

B. It shall be the responsibility of each employee to make a request for vacation time. Vacation requests shall be submitted to the Department Head not prior to January 1st. Employees will

attempt to request 1st vacation selection by March 15th of each year. An approved list of vacations shall be posted not later than April 1st. Employees who are requesting vacation time in the months of January, February or March, must submit their request no earlier than December 1st nor later than December 31st of the previous year. An approved list of these vacation requests shall be posted not later than January 7th. Employee seniority shall prevail when duplicate requests for vacation time are made. The approved lists shall not be changed after posting, except by mutual agreement of employees and department head involved.

C. Secondary Vacation Requests. Employees who have available vacation time that was not scheduled during the first vacation selection period ending March 15 of each year may request to utilize the balance of their vacation throughout the fiscal year. These secondary requests must be approved by the Department head and will be used based on a first come, first serve basis and not on seniority.

D. At the discretion of the supervisor and only upon request of an employee, vacation time may be changed at any time during the year if work schedules permit and as long as no other employee's vacation is disrupted.

E. In the Water Department, barring manpower needs, sick leaves or other manpower shortages or leaves, at least two people shall be allowed to take vacation between Christmas and New Year's.

F. Vacation time must be used in full hour increments, with any fraction of an hour be rounded up to the next full hour.

G. Full time non-probationary employees must use five (5) consecutive vacation days within an anniversary year.

H. The five (5) consecutive days may be interrupted by a two-day weekend. In addition, a 5-day vacation may include a one-day holiday or furlough days which would require that employee to use four (4) or less vacation days.

26.2: Vacation Benefits:

A. Full-Time Employees (effective upon the signing of this labor agreement).

1. For completed years of service, full-time employees will be granted vacation days annually without loss of pay, according to seniority, as follows:

1 through 4 years	12 days
5 through 9 years	16 days
10 through 14 years	19 days
15 plus years	21 days

2. Earned vacation will be posted on the employee's seniority date.

B. Regular Part-Time Employees

1. Regular part-time employees who work at least eighty (80) hours in a calendar month shall accrue leave time according to seniority, as follows:

1 through 4 years	5 hours per month
5 through 9 years	6 hours per month
10 through 14 years	8 hours per month
15 years and over	10 hours per month

The above leave hours will be accrued and available for use monthly. This time will be used for sick, vacation or personal leave and must be used on regularly-scheduled days.

Part-time employees may carry over an amount equal to the current fiscal year's accrual of leave time into the next fiscal year.

26.3: Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

26.4: Employees who have been on military leave of absence for more than one year shall be credited vacation leave, according to their seniority, on their return. The employee's return date will become their new seniority date for vacation and personal leave accrual purposes.

26.5: For full-time employees, vacation days can only be accumulated and carried over in an amount not to exceed thirty (30) days on their seniority date. Permission to carry over any additional time must have been granted (in writing prior to the seniority date) by the Township Administrative Committee, which has final approval or denial.

26.6: In case of retirement, resignation or death of an employee, he/she or his/her beneficiary/estate will be paid for unused vacation days which have accumulated to his/her credit on a pro-rata monthly basis.

26.7: All full-time employees who have completed one (1) year of service who are not charged with more than thirty two (32) hours sick leave during any one fiscal year will be credited with an additional twenty four (24) hours of vacation period.

26.8: In the event an employee suffers a physician-certified illness during a scheduled vacation period, such days of illness may be charged against the employee's allotted sick leave bank instead of the employee's vacation leave bank, with the department head's approval. Such approval shall not be unreasonably denied. Such vacation shall be rescheduled at the department head's discretion.

ARTICLE 27
SICK LEAVE

27.1: Regular Full-Time Employees. Effective upon the signing of this agreement all regular full-time employees shall accumulate sick leave at the rate of one (1) day for each complete month of service with accumulation being limited to two hundred fifty (250) days. Employees who have more than two hundred and fifty (250) days after ratification shall be allowed to use those days until they reach the two hundred and fifty (250) day maximum. Employees hired after ratification of the Agreement shall be limited to one hundred and fifty (150) days accumulation.

27.2: Regular Part-Time Employees. See section 26.2B

27.3: Sick Leaves and Holidays. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday period. The employee will not be paid for both a sick day and holiday on that same day, nor will the employee be charged for a day of sick leave.

27.4: Sick Leave Payouts. In the event of termination of employment, retirement or duty-disability retirement, employees with five (5) or more continuous years of employment shall receive payment at current rate of pay for unused accumulated sick leave up to a maximum of one hundred twenty (120) days.

Employees with less than five (5) years of continuous Township service will not receive any payment for unused sick leave.

In the case of death of an employee with five (5) or more continuous years of employment, payment for unused sick leave (according to the above provisions) shall be made to the employee's beneficiary or estate.

27.5: Use of Sick Leave. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Sick leave for medical reasons or dental extractions or treatment may be taken in one (1) hour increments with approval of the employee's supervisor/department head. Sick leave must be taken in full hour increments, with any fraction of an hour rounded up to the next full hour. Employees may use up to one-half (1/2) hour of sick time to extend already approved sick time off when necessary. However, in emergencies while on the job, such as personal illness or a family medical emergency, an employee may take UNPAID sick time for up to 30 minutes (in 15-minute

increments). Such unpaid sick leave will be considered as sick time used in the computation of bonus vacation days.

- D. Sick leave will be authorized when an employee is taken ill on the job.
- E. In addition to being used for personal illness or medical appointments, sick leave may also be used to care for immediate family members (spouse, child, stepchild, parents), or other dependents in the employee's household, suffering from an illness or injury. Only one (1) Township employee per family may utilize dependent care sick leave at one time. Department head may request after the second (2nd) day of absence, written substantiation of the medical condition.

27.6: Doctor's approval to return to work will be required after an absence of five (5) consecutive full work days or more.

Doctor's approval may be required to return to work after six (6) occurrences within any twelve-month period in which each absence is one or more full days.

27.7: Disability Plan: Any full-time non-probationary employee who has been absent (paid or unpaid) for a minimum of thirty (30) continuous working days due to non-duty illness or injury may be compensated on the 31st day by the Township at eighty percent (80%) of their base rate. Employee must be fully disabled from non-duty illness or injury as verified by a Township selected doctor for this compensation to be paid. Employee must use up to thirty (30) days (if available) from his/her sick bank.

This compensation may continue for a period not to exceed one hundred twenty (120) working days. During this period the employee will retain seniority rights, health insurance (at both the same cost and level of benefit to the employee), and pension service credit; no other benefits will accrue. After 120 days, inability to return to their regular duties or be on paid leave, may result in termination. The employee may purchase group health insurance in accordance with C.O.B.R.A., provided a small service fee is paid.

ARTICLE 28 PERSONAL LEAVE TIME

28.1: All full-time employees hired shall be entitled to take personal leave days in accordance with the following schedule:

- A. After one year of service - 2 days per year;
- B. After two years of service - 3 days per year;
- C. After three years of service and thereafter - 4 days per year.
- D. Personal leave days will be posted on the employee's

seniority date.

28.2: Employees must give their department head/supervisors reasonable notice of their intent to use personal days. Employees must secure the prior approval of their department head; such approval shall not be unreasonably denied. Personal days may be used for any purpose.

28.3: Personal days may be taken in one (1) hour increments with the employee's supervisor's approval. All personal leave must be used in full hour increments, with any fraction of an hour rounded up to the next full hour. Personal leave days must be used prior to the next seniority date. Unused personal days have no cash value and are not paid out. Employees may use up to one-half (1/2) hour of personal time to extend already approved personal time off when necessary.

ARTICLE 29
BEREAVEMENT LEAVE

If a death occurs, an employee will be allowed to use sick, vacation, or personal time for bereavement purposes up to five (5) full working days from the date of death to attend the funeral. Use of sick, vacation, or personal time will not be unreasonably denied for bereavement use. Time in excess of five (5) days may be requested subject to department head's approval. Denial may be appealed to the Administrative Committee. Name and relationship to the employee must be supplied to the department head. Use of sick time for bereavement (for up to forty (40) hours per fiscal year) will not be used against employee with regard to doctor's approval (Article 27.7), or bonus vacation days (Article 26.7). Bonus vacation days will not be lost if the employee needs to take another five (5) day period to attend the funeral of a second immediate family member within the same fiscal year. Immediate family member shall mean spouse, child, step child, parent, grandparent, grandchild, brother or sister, step brother or sister, mother-in-law or father-in-law.

ARTICLE 30
JURY DUTY AND WITNESS FEES

An employee shall receive his/her full pay during the period he/she is called for jury duty or to serve as a witness in court. Any monies collected for the performance of documented jury service and appearing as a witness may be retained by the employee. Such monies received shall be in lieu of parking, mileage, meals, etc. Subpoena fees for the production of Township records must be surrendered to the Township. This paragraph is intended to encourage the employee to perform their civic duty,. An employee who is involved in a personal or family non-duty related court proceeding will be required to use their vacation or personal leave banks for any time off. (employees will be allowed to retain any actual expense reimbursements received, e.g., mileage).

ARTICLE 31
WORKERS COMPENSATION

31.1: In the event any employee is injured while in the service of the Township, he/she shall receive the difference between his/her full pay and his/her Workers' Compensation for the period of his/her disability, not to exceed one (1) year. Coverage shall apply from day one (1) for illness or injury. Thereafter, he/she shall receive Workers' Compensation for the length of his/her injury if eligible under the Workers' Compensation statute. Management will attempt to place disabled employees on light duty for a period of not longer than one (1) year. Within this one (1) year, the Township will attempt to retrain and place the disabled employee in another position without disrupting another employee or realizing a promotion. Education will fall within the guidelines of the education allowance(Article 36).

31.2: If the injured employee continues to work, medical treatment must be scheduled so as to minimize both the loss of sick leave and work time. Employees shall be allowed to go to doctor's appointments during work hours without any loss of time. Employees shall be allowed to go to therapy appointments for up to two (2) hours per appointment without loss of time if they are unable to schedule these appointments after work. Employee must provide Employer with written documentation of each visit for medical treatment or therapy and documentation of arrival and departure time from provider. Time cards must reflect the time employee leaves his/her job for treatment and time of return from treatment. If time of return would exceed the employee's regular shift ending time, then time of return will be considered to be the time the employee normally ends his/her regular shift and employee would not have to return to his/her building to punch out and will not be compensated overtime.

31.3: Employees will be required and will submit a report from a doctor following an illness or injury indicating that he/she is physically able to return to work and perform his/her previous job duties. It is the policy of the Township not to discriminate against any employee on the basis of handicap as defined in the Michigan Handicapper's Civil Rights Act.

ARTICLE 32
PAY PERIOD AND HOURS WORKED

32.1: The Pay Period will encompass two (2) work weeks and payment for that period will be made on the second Friday following the end of the pay period. The dollar amounts that were advanced to effected employees when biweekly pay periods were instituted will be deducted from their final pay upon termination or retirement.

32.2: The Work Week for scheduling and overtime purposes, will commence MONDAY AT 12:01 a.m. and end Sunday midnight. The regular work week is established as eight (8) hours a day, five (5) days a week from Monday through Friday, except for Township operations which are normally required to be open on a Saturday or Sunday.

32.3: The following will be the scheduled work hours:

Clerical, Inspection, Grants	8:30 a.m. to 4:30 p.m.
Water, Parks Maintenance, Arena-day shift	7:00 a.m. to 3:00 p.m.
Sanitation, DPW, Dial-A-Ride	7:30 a.m. to 3:30 p.m.
Arena, Grants afternoon shift	Starts 2:00 p.m. & after
Regular part-time	Scheduled as needed

However, the Employer reserves the right to change the starting and quitting time of the regular work day providing it does not exceed one (1) hour from the regular schedule above and further provided that the changing of the hours is not for the purpose of evading overtime or undermining the Union.

Four (4) day workweek. The Township and the Union agree to utilize a four (4) day, ten (10) hour per day workweek. This schedule will be used only with the approval of the affected employee(s) and the department head. Any employee agreeing to participate in a four (4) day workweek program will only be paid overtime for hours worked in excess of ten (10) hours in any one day or over forty (40) hours per week. (The Township's obligation to pay overtime for more than eight (8) hours of work in a day shall not apply to those employees participating in the four (4) day a week/workweek).

Break Period. Employees who work a minimum of four (4) hours shall receive a fifteen-minute break. Employees, except Clerical, Protective Inspection, Dial-A-Ride and Grant Field, who work a minimum of eight (8) hours shall receive two (2), non-consecutive fifteen-minute breaks (one break for each four (4) hour segment). An additional fifteen-minute break shall be granted between the tenth and eleventh continuous hour of work. Break period(s) cannot be used to alter the starting or ending of your scheduled workday or be used to extend lunch periods. After Twelve (12) continuous hours of work, employees will receive an additional one-half (1/2) hour paid lunch break.

Lunch Periods. One-half (1/2) hour lunch period will be granted to employees whose workday is scheduled at least five (5) but less than eight (8) hours. Employees whose workday is scheduled eight (8) hours will be granted a paid lunch as follows:

One half (1/2) hour for labor field of work;
One (1) hour lunch period for the Clerical, Protective Inspection, Dial-A-Ride, and Grant Field, but no break time during the morning and afternoon work periods.

Lunch periods cannot be used to alter the starting or ending of your scheduled workday.

Shift Differential. There will be a shift differential of twenty-five (.25) cents per hour for shifts starting between 1:59 p.m. and 7:00 p.m. Shifts starting on or after 7:00 p.m. will have a shift differential of thirty (.30) cents. Shift differential does not apply to employees listed in Article 25.4.

Direct Deposit. The parties agree that the Township has the option to require employees to utilize direct deposit for all employees' wages and other pay.

ARTICLE 33

OVERTIME

33.1: Approved paid leave time shall be considered time worked for overtime purposes. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day or over forty (40) hours per week. Overtime will be paid in .25 hour (15 minute) increments. To be eligible to receive overtime, the work must be assigned by the supervisor or department head, and the employee must work at least eight (8) minutes into each quarter hour increment.

33.2: Time and one-half (1-1/2) shall be paid for all hours worked on the sixth workday of the individual's scheduled workweek. Two (2) times the normal straight time rate shall be paid for all hours worked on the seventh day of the individual's workweek.

33.3: OVERTIME ASSIGNMENTS

A. The department supervisor within the department in which the overtime is to be worked, by classification and seniority, highest seniority first, shall request employees of each classification necessary to work.

B. The Employer shall attempt to equalize overtime whenever possible among employees holding like job classifications within a department. Employees with the least amount of overtime will be called first. For the purpose of this clause, time not worked because an employee is unavailable or refused, will be charged at the maximum number of hours of any employee working during that period. New hires, promoted, or transferred employees will be credited with the highest number of hours of the equalization group.

C. A list by calendar year showing the total number of overtime hours worked, unavailable or refused by each employee shall be made available to employees. This list shall be updated anytime overtime hours are worked. This list will be maintained by the departmental secretary/payroll person. This list will be used for informational purposes.

D. The Employer and the Union agree that an employee working a job at the end of the normal shift that requires overtime will be the first asked to work the authorized overtime.

E. Employees accepting overtime must accept all hours offered.

F. An employee excused from work for one complete shift shall not be eligible for overtime until he/she has returned to work for one (1) complete shift following the absence. The supervisor may, however, assign overtime to this worker only after the

assignment is refused by all other union employees in the same classification within that department.

G. In the event that a department supervisor, in such supervisor's discretion, seeks overtime assistance from employees of other departments, this will be accomplished in accordance with the out-of-classification provisions contained in this contract, with the understanding that an employee assigned to an out-of-classification job shall have the first option of working overtime on that job. However, it is understood and agreed that the Township specifically retains the right to utilize non-Township employees for unclassified election work.

33.4: Emergency overtime

A. The distribution of emergency duty overtime work shall be equal. In the event a crew cannot be assembled after the last employee is called, then employees will be called in reverse order of seniority and employees must report for emergency duty until the crew is assembled.

B. The Employer reserves the right to deviate from the regular schedule of work in cases of emergency.

C. For those departments where employees safety may be at risk, the employees will, whenever possible, be released for an eight-(8) hour period before they are required to return to work for their next scheduled workday. This eight-(8) hour rest period will not result in the loss of pay for their scheduled workday. If, however, the Township is unable to release such employee, they shall receive two-(2) times their normal straight time rate for all hours worked in excess of sixteen-(16) hours, until they are released from work for eight-(8) hours.

33.5: Call Backs (Anyone who is off work and is contacted to return to duty)

A. An employee called back to duty after working a regular eight (8) hour shift, within the first seven (7) hours following the end of that shift, is guaranteed two hours of "call-back" overtime at the appropriate rate as prescribed in this Agreement.

B. An employee called back to duty more than seven (7) hours after working an eight (8) hour shift, and more than three (3) hours prior to their normal starting time, is guaranteed a minimum of three (3) hours of "call-back" overtime at the appropriate rate.

C. An employee called back to duty within three (3) hours of their regular starting time will be paid "call-back" overtime at the appropriate rate for the hours worked prior to the start of their regular shift provided the provision in Section 32.3 herein is met.

ARTICLE 34
MILEAGE AND PERSONAL VEHICLES

34.1: The Employer agrees to supply vehicles for inspectors and ordinance officers. However, if these individuals or other employees are asked to use their own vehicles due to a shortage of Township vehicles, mileage will be reimbursed at the rate per mile approved by the Township Board as follows:

A. A daily log must be kept recording the date and the starting odometer reading and a record of all stops. The odometer reading must be recorded at the end of the day upon return to the assigned workstation.

B. The completed daily log is submitted to the department head for calculation of reimbursement, signature and date.

C. The log totals are used in completing standard Township expense reimbursement forms. These forms are submitted to the accounts payable department for payment which is made within fifteen (15) days, following the approval of the department head.

ARTICLE 35
LONGEVITY

35.1: Accrual. Upon completion of five (5) years of employment without a break in service, each full-time employee shall receive the sum of \$300.00 representing longevity pay; for each succeeding year of service, an employee shall receive an additional \$60.00 per year in longevity pay.

Effective April 1, 2003 longevity will be paid annually for completed years of service according to the following seniority schedule:

5 through 14 yrs.	\$65.00 per year for all yrs. of service
15 through 19 yrs.	\$70.00 per year for all yrs. of service
20 plus yrs.	\$75.00 per year for all yrs. of service

Regular part-time employees who become full-time employees without a break in service will accrue seniority toward longevity of one month for each two months of part-time service that the employee worked at least eighty (80) hours in the month.

A new five (5) year period will be required upon rehire to the Township in cases where there was a voluntary termination.

35.2: Payment. Longevity for all T.P.O.A.M. employees will be paid one time (1X) per year, in December (not later than December 15th).

35.3: Termination. Upon termination of employment for any reason except for cause, longevity payments shall be pro-rated for the year of termination and the appropriate amount paid to the employee, or in the event of his/her death, to his/her beneficiary or estate.

ARTICLE 36
EDUCATIONAL ASSISTANCE

36.1: The Township will provide education assistance funds, for township-related education, to non-probationary full-time employees. The assistance shall be in the form of a tuition/expense refund subject to the following conditions:

A. Maximum refund per calendar year -- \$1,200.00. Refunds will be calculated based on the calendar year in which the class was completed.

B. Course(s) must receive department head's approval prior to the beginning of classes. Such approval shall not be unreasonably denied.

C. Employee must obtain a passing letter grade of A, B, C or P (for pass/fail classes). Refund must be for tuition, lab and other fees incidental to the course.

The employee will reimburse the Township for any tuition reimbursement he/she was given if said employee terminates employment from the Township within one (1) year of receiving a tuition reimbursement.

ARTICLE 37
CROSS TRAINING, SKILLS ENHANCEMENT AND REQUIRED CERTIFICATION/LICENSES

37.1: The Employer and Union encourage employees to learn other jobs, specific skills, equipment operation and procedures within their departments and seek out opportunities for personal and professional growth.

37.2: Mechanic Certification: Heavy Duty Truck Mechanics and Mechanic IV's hired after April 1, 2001, are required to hold a State of Michigan Mechanic's Certificate in engine repair, brakes and at least one other area.

37.3: Commercial Driver's License: Employees required to maintain a CDL shall be reimbursed the amount of the fee over and above the cost of a basic operator's license for attaining and renewing this license. However, multiple attempts are not subject to reimbursement. Those employees not in possession of a valid CDL, who are required to, will be prohibited from driving Township vehicles requiring this license for operation and may be subject to termination.

ARTICLE 38
UNIFORMS AND FOOTWEAR

All employees who receive uniforms and/or footwear allotments from the Employer are required to maintain a clean and neat appearance and to wear proper uniforms and footwear at all times while working for the Township.

Employees who fail to report to work in proper uniform and footwear will be subject to discipline and may be sent home without pay.

Uniforms

Employees in the following classifications are provided uniforms, determined and supplied by the Employer:

Animal Control Officer
Building Maintenance Leader III
Communication/Vehicle Technician
Custodian I and II
DPW Maintenance Worker II
Enforcement Officers
General Maintenance II
Heavy Duty Truck Mechanic
Mechanic IV
Maintenance Operator III
Parks Leader
Parks Maintenance Worker I
Sanitation Equipment Operator/Leader
Utility Leader III
Utility Operator III
Utility Worker II

Employees hired to perform these jobs under different Civil Service position designations shall also be provided uniforms and annual footwear allotments.

Footwear

Affected employees (including Enforcement Officers and Inspectors in the Building Department) shall be reimbursed up to \$120.00 for the purchase of a Township approved footwear or the Township will pay up to \$120.00 directly to the vendor for the purchase of approved footwear.

Footwear allotment must be used in April. Affected new employees shall receive this allotment when they begin their employment. However, a minimum of six (6) months employment must pass before the new employee receives a second footwear allotment.

Carharts will be supplied to employees required to work outside and will be replaced as deemed necessary by the department head.

Safety Glasses (prescription and non-prescription) approved by OSHA will be provided by the Employer (limited to one pair every two years). If glasses are lost or damaged due to employee negligence, said employee must replace them.

Employees who fail to wear required safety glasses or other safety equipment shall face discipline.

ARTICLE 39
WAGES

39.1: The following increases (there are zero wage increases during the term of this agreement) are based on the highest wage rate for each classification, with the steps calculated at 80%, 85%, 90% and 95% for those classifications containing five steps. The classifications containing fewer than five steps will receive the applicable percentage increase at each step according to the schedule listed below.

39.2: First Year of the Contract. Beginning September 14, 2011, employees' wages will increase zero percent (0%).

Second Year of the Contract. Beginning April 1, 2012 employees' wages will increase zero percent (0%).

Third Year of the Contract. Beginning April 1, 2013, employees' wages will increase zero percent (0%).

39.3: If unable to fill a position from within, the Township reserves the right to hire an employee at above the starting rate but never higher than the maximum level of the classification. In no case will management pay a new employee more than a current employee in the same classification.

Article 40
INSURANCE

40.1. HEALTH INSURANCE. The Township will provide to each full-time employee, the employee's spouse, and the employee's eligible dependents (as defined by the insurer) the following health care options:

Employees hired prior to April 1, 2006 -

- A. Blue Cross Blue Shield Community Blue PPO Plan 1 with:
1. Preventive Service - Covered 100% up to \$250.00 per calendar year per family member when in network;
 2. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
 3. Office visits with a twenty dollar (\$20.00) co-pay;
 4. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
 5. For medical and prescription coverage effective with the signing of this agreement and through March 31, 2011 biweekly payroll deduction of six percent (6%) of the annualized premium up to \$680 for single coverage and a maximum of \$1,500 for two person/family coverage through March 31, 2011. Effective April 1, 2011 and thereafter seven percent (7%) of the annual premium without a cap for medical and prescription coverage.
 6. Blue Cross Blue Shield or comparable coverage for vision and dental care as offered with BC/BS Traditional Plan.

B. HMO with:

1. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
2. Office visits with a twenty dollar (\$20.00) co-pay;
3. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
4. Biweekly payroll deduction of four dollars (\$4.00) for a single person and eight dollars (\$8.00) for a two-person or family contract; Effective April 1, 2011 and thereafter seven percent (7%) of the annual premium for medical and prescription coverage.
5. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

C. Flexible (125) benefit plan.

Employees may elect to set aside in the plan amounts as provided for in the plan. The Township will fund all administrative costs of the plan.

Employees hired before April 1, 2003 also have as an option:

Blue Cross Blue Shield Traditional Plan or comparable coverage with:

1. Master Medical with a deductible of two hundred fifty dollars (\$250.00) for a single person and five hundred dollars (\$500.00) per family with a 90/10- reimbursement plan;
2. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
3. Yearly Pap test and mammogram;
4. Yearly PSA screening for men age forty and older;
5. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
6. Biweekly payroll deduction twenty dollars (\$20.00) for a single person and forty dollars (\$40.00) for a two-person or family contract; Effective with the signing of the contract and through March 31, 2011 biweekly payroll deduction of six percent (6%) of the annualized premium up to \$680 for single coverage and a maximum of \$1,500 for two person/family coverage through March 31, 2011. Effective April 1, 2011 and thereafter seven percent (7%) of the annual premium without a cap for medical and prescription coverage.
7. Blue Cross Blue Shield VCA 80 Vision Program as utilized under the current practices, or comparable coverage;
8. Blue Cross Blue Shield Dental or comparable coverage Class I - preventative care providing 75% coverage, Class II - restorative care and Class III - prosthodontic care providing 50% coverage with an annual maximum of \$2,000.00, Class IV - orthodontic care providing eligible family members 50% coverage with a lifetime maximum of \$2,000.00.

Employees hired between April 1, 2006 and June 15, 2011:

A. Blue Cross Blue Shield Community Blue PPO Plan 1 with:

1. Preventive Service - Covered 100% up to \$250.00 per calendar year per family member when in network;
2. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
3. Office visits with a twenty dollar (\$20.00) co-pay;
4. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
5. Blue Cross Blue Shield or comparable coverage for vision and dental care as offered with BC/BS Traditional Plan.
6. Effective January 1, 2007 bi-weekly payroll deductions equal to four percent (4%) of the base wage of a four-year Utility Worker (also classified as a Utility Worker II).
7. Effective April 1, 2011 and thereafter seven percent (7%) of the annual premium without a cap for medical and prescription coverage.

B. HMO with:

1. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
2. Office visits with a twenty dollar (\$20.00) co-pay;
3. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
4. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.
5. Effective January 1, 2007 bi-weekly payroll deductions equal to four percent (4%) of the base wage of a four-year Utility Worker (also classified as a Utility Worker II).
6. Effective April 1, 2011 and thereafter seven percent (7%) of the annual premium without a cap for medical and prescription coverage.

Employees hired after June 15, 2011:

The Township shall only provide Blue Cross/Blue Shield PPO Plan 1 with single healthcare coverage or an equivalent with the employee's option to purchase additional coverage at the employee's sole expense. This plan shall include:

1. Preventive Service - Covered 100% up to \$250.00 per calendar year per family member when in network;
2. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
3. Office visits with a twenty dollar (\$20.00) co-pay;
4. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
5. Seven percent (7%) of the annual premium without a cap for medical and prescription coverage.

6. Blue Cross Blue Shield or comparable coverage for vision and dental care as offered with BC/BS Traditional Plan.

Employees hired after September 14, 2011:

The Township shall only provide Blue Cross/Blue Shield PPO Plan 1 to the full-time employee, the employee's spouse, and the employee's eligible dependents (as defined by the insurer). This plan shall include:

1. Preventive Service - Covered 100% up to \$250.00 per calendar year per family member when in network;
2. Prescription coverage with a ten dollar (\$10.00) co-pay for generic drugs. Twenty dollar (\$20.00) co-pay for brand name drugs as required by provider.
3. Office visits with a twenty dollar (\$20.00) co-pay;
4. One hundred dollar (\$100) emergency room fee (waived if admitted or accidental injury);
5. The employee shall pay twenty percent (20%) of the annual premium in biweekly payroll deductions on an annualized basis for medical and prescription coverage without a cap.
6. Blue Cross Blue Shield or comparable coverage for vision and dental care as offered with BC/BS Traditional Plan.

The Township is currently reviewing all of their insurance plans. If during the period of October, 2011 through October, 2012 the Township proposes a new plan the Union agrees to review the plan and only reopen the contract for purposes of replacing the current plan or plans.

Flexible (125) benefit plan. Employees may elect to set aside in the plan amounts as provided for in the plan. The Township will fund all administrative costs of the plan.

Retirees. The Township will provide to the retiree, their spouse and their eligible dependents (as defined by the insurer) an option to choose Blue Cross Blue Shield Traditional or comparable coverage, Blue Cross Blue Shield Community Blue PPO Plan 1 or available HMO with the same coverage and co-pays as of the date of retirement and future contractually agreed upon co-pays for office visits, prescriptions and emergency room visits. Retirees will pay five percent (5%) of the annual premium for continued medical and prescription coverage with an exposure cap of \$1,200.00 per year. Retirees will be responsible for payments equal to the amount of payroll deductions at the time of retirement. These payments must be paid monthly to the Charter Township of Redford, or as otherwise agreed by the Township.

An employee who retires may not add a new spouse or new dependents to their health insurance after they have left the service of the Township.

- A. Whenever retirees of the bargaining unit, their spouse or their dependents become eligible for Medicare, in order to be eligible for complementary coverage, must subscribe to Medicare parts "A" and "B" which benefits shall be primary and coordinated

A. Whenever retirees of the bargaining unit, their spouse or their dependents become eligible for Medicare, in order to be eligible for complementary coverage, must subscribe to Medicare parts "A" and "B" which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this agreement.

Medicare part "B" will be at the retiree's expense.

B. Retiring employees must have been receiving health insurance through the Township for a period of ten years immediately preceding their retirement to be eligible for Township paid health insurance. This does not exempt those employees who were required to pay their own health insurance during a temporary situation (such as leave of absence or sick leave).

C. Employees terminating their employment with the Township and vest/defer their pension will not receive health benefits paid by the Township.

40.2: Management may add the following cost containment requests to health insurance programs:

- A. Second (2nd) surgical opinion;
- B. Pre-certification;
- C. Case management;

Life Insurance. The Township shall provide to full-time employees, at no cost to the employee while the employee is in the Township service, a Fifty Thousand and no/100 Dollar (\$50,000.00) Group Life Insurance Policy with an AD&D benefit. Upon retirement or other voluntary departure the employee may continue such insurance at the employee's expense.

A. Retirees will be given a Two Thousand Dollar (\$2,000.00) death benefit at no cost to the retiree up to age 65; to be paid to his/her designated beneficiary or estate.

ARTICLE 41
RETIREMENT

41.1: For employees hired prior to January 1, 2011 and Pursuant to statutory provisions and regulations governing the Municipal Employees' Retirement System (MERS), the Township will provide the following benefits:

- A. Zero percent (0%) employee contribution until April 1, 2011;
- B. Effective April 1, 2011 employees will pay two (2%) percent of their annual compensation into the retirement system, which will include all compensation used to determine Final Average Compensation as defined in this article.
- C. 25 years of service with no penalty Benefit F(N)
- D. F-55/20, age 55 with 20 years of service with no penalty;

- E. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by three (3);
- F. B-4 program (2.50 multiplier);
- G. Eight (8) year vesting program;
- H. Annuity Withdrawal;
- I. Payout of unused sick leave up to 120 days, unused vacation up to 75 days and 240 hours for part-time employees to be calculated into retiree's final average compensation through the M.E.R.S. System;
- J. Regular employees will accrue M.E.R.S. pension seniority of one month for each month that the employee works at least eighty (80) hours.

41.2: For employees hired after January 1, 2011 and Pursuant to statutory provisions and regulations governing the Municipal Employees' Retirement System (MERS), the Township will provide the following benefits:

- A. Employees will pay three (3%) percent of their annual compensation into the retirement system, which will include all compensation used to determine Final Average Compensation as defined in this article.
- B. 1) To assist in the funding of retiree health care employees will pay an additional three (3) percent of their annual compensation which will include all compensation used to determine Final Average Compensation as defined in this article.
2) Should an employee terminate his/her employment prior to retirement subject employee shall have their three (3) percent contribution toward retiree health care refunded to the employee or his/her estate if deceased.
- C. 25 years of service with no penalty Benefit F(N)
- D. F-55/20, age 55 with 20 years of service with no penalty;
- E. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by three (3);
- F. B-3 program (2.25 multiplier);
- G. Ten(10) year vesting program;
- H. Annuity Withdrawal;
- I. Payout of unused sick leave up to 120 days, unused vacation up to 75 days and up to 240 hours for part-time employees to be calculated into retiree's final average compensation through the M.E.R.S. System;

41.3: For employees hired after September 14, 2011 and Pursuant to statutory provisions and regulations governing the Municipal Employees' Retirement System (MERS), the Township will provide the following benefits:

- A. Employees will pay three (3%) percent of their annual compensation into the retirement system, which will include all compensation used to determine Final Average Compensation as defined in this article.
- B. 25 years of service with no penalty Benefit F(N)
- C. F-55/20, age 55 with 20 years of service with no penalty;
- D. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by three (3);
- E. 1.5 multiplier;
- F. Ten(10) year vesting program;
- G. Annuity Withdrawal;
- H. Payout of unused sick leave and unused vacation up to 240 hours for part-time/full-time employees to be calculated into retiree's final average compensation through the M.E.R.S. System; No overtime shall be included in F.A.C.;
- I. Regular employees will accrue M.E.R.S. pension seniority of one month for each month that the employee works at least eighty (80) hours.

The Township agrees that in the event of layoffs of bargaining unit employees, it will attempt to open a window period for early retirements.

ARTICLE 42

INSURANCE BENEFITS UNDER THE MICHIGAN NO-FAULT ACT

The intent of this section is to prevent the Township from having to pay duplicate benefits to an employee arising out of a motor vehicle accident.

In the event an employee is injured in a motor vehicle accident in the course of the employee's duty, so as to be eligible for personal protection insurance benefits under the Michigan No-Fault Act, MCLA 500,3101, et seq., payable from the Township, any Workers' Compensation benefits and duty disability benefits to which the employee may be entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury.

entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury.

This provision shall not be construed to prevent an employee from recovering damages from a third party or parties who may be responsible for the injury and any such damages shall not be subtracted from personal protection insurance benefits otherwise payable for the injury.

ARTICLE 43

CHANGES TO THE CONTRACT AND LETTERS OF UNDERSTANDING

43.1: The parties agree that all changes, supplemental agreements, or amendments to this contract as well as all letters of understanding must be executed in accordance with the following:

- A. For the Township. All documents must be signed by the Township Supervisor or the Deputy Supervisor the Township Treasurer or the Deputy Treasurer and the Township Clerk or the Deputy Clerk. Two of the signatories must be, however, elected Township officials. The document may not be executed only by deputy officials.
- B. For the Union. Any changes to the collective bargaining agreement or any letters of understanding must be signed by the Business Agent and at least two (2) members of the local Union's executive board.

43.2: The parties acknowledge that this Agreement may be rejected, modified or terminated by an appointed emergency manager in accordance with the Local Government and School District Fiscal Accountability Act.

ARTICLE 44

DRUG TESTING POLICY

44.1: Should an employee be randomly selected for a drug or alcohol test, they shall be tested only for the substance they were selected for.

44.2: Once the original number of randomly selected employees are tested, either from the original pool or alternates, no further testing shall be done except on a reasonable-cause basis.

44.3: No tests to be administered except by random selection or for reasonable cause.

44.4 If an employee tests positive, a second confirming test will be administered at a different laboratory. This second test, if negative, will be at the Employers expense.

44.5: The complete testing results showing parts per million of the substance in question, along with all correspondence from the

laboratory, shall be furnished to the employee within one (1) business day of the Township's receipt of the written results.

44.6: Random testing intervals shall be administered according to pertinent law requirements.

44.7: Supply the written policy to all employees explaining how the employees will be selected for testing, how the test will be administered and the procedure to be followed should an employee test positive.

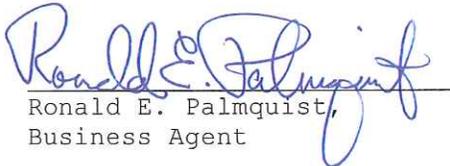
ARTICLE 45
TERM OF AGREEMENT

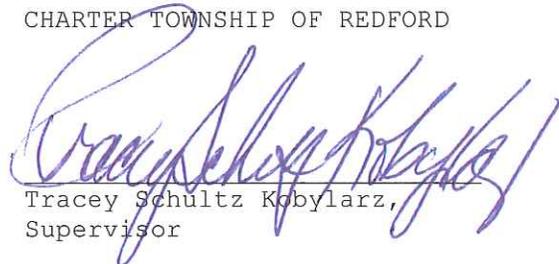
45.1: This Agreement shall be in full force and effective from April 1, 2009 to and including March 31, 2014 and shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. The parties hereby agree to meet, to negotiate and discuss any proposed revisions to this Agreement no later than January 31, 2014.

45.2: IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of September, 2011.

MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

CHARTER TOWNSHIP OF REDFORD

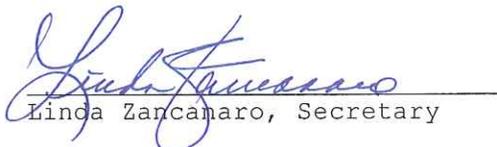

Ronald E. Palmquist,
Business Agent


Tracey Schultz Kobylarz,
Supervisor


Thomas Rowland, President


Garth Christie, Clerk


William Miller, Vice President


Linda Zancanaro, Secretary

Jacqueline Stec, Treasurer

EXHIBIT A
 FIELDS OF WORK

Clerical Field

Switchboard	Account Clerks II, III & IV
Tax Clerk I	Asst. Assess. Clerks II & III
Office Clerk I, II & III	Departmental Secretary II
Office Services Aide (OCI)	Senior Secretary
Personnel Department Aide (OCI)	
Staff Clerk II & III	Payroll Clerk IV
Office Services Asst (SCII & OCII)	Payroll Clerk
Election Clerk II & IV	Departmental Aide IV
Election Clerk III	Executive Secretary
Assessor Level I	Data Systems Technician
Assessor's Dept. Aide	
Sr. Citizen Clerk	Local Area Network Administrator
Senior Appraiser	Administrative Manager
Housing Specialist	Housing Service Assistant
Housing Service Aide	

Labor Field

Mechanics Helper	Parks Leader III
Custodian I & II	General Maintenance II & III
Custodian	Maintenance Worker
	Ice resurfacers/Arena Maintenance II
Utility I & II	Meter Reader
Utility Worker	
DPW Maintenance Worker I & II	Sanitation Equip. Oper/Leader
DPW Maintenance Worker	Sanitation Equipment Operator
Parks Maintenance Worker I	Utility Leader III
Sanitation Worker II	Stock Controller III
Mechanic IV	Maintenance Operator III
Chief Mechanic	Maintenance Operator
Heavy Duty Truck Mechanic V	Utility Operator III
Mechanic	Equipment Oper.-Water & Sewer Dept.
Communications/Vehicle Technician	Ice Resurfacers/Arena Maint I
Technical Services Specialist	
Building Maintenance Leader III	Parks Leader
Building Maintenance Leader	

Protective Inspection Field

Enforcement Officer V	(Chief) Bldg. Inspector V
Ordinance Enforcement Officer	Chief Building Inspector
Animal Control Officers	(Chief) Electrical Inspector V
Township Animal Control Officer	
(Chief) Plumbing/Heating/Refrigeration Inspector V	Chief Electrical Inspector
Chief Plumbing and Mech. Insp.	Inspector III
Building Inspector/Plan Reviewer	Bldng. Inspect./Code Enforce. Off.
	Housing Inspector

Grant Field

Community Development Employees
Community Improvement Administrator

Dial-A-Ride

Dial-A-Ride Employees
Bus Driver
Bus Service Dispatch

CLASSIFICATION	STARTING WAGE	2 YEAR		3 YEAR		4 YEAR		5 YEAR	
		HOURLY	WAGE	HOURLY	WAGE	HOURLY	WAGE	HOURLY	WAGE
G001	25134.70	12.084	26705.62	12.839	28276.54	13.594	29847.46	14.350	31418.37
G003	26340.28	12.664	27986.54	13.455	29632.81	14.247	31279.08	15.038	32925.34
G005	28012.67	13.468	29763.47	14.309	31514.26	15.151	33265.05	15.993	35015.84
G007	32513.40	15.631	34545.49	16.608	36577.58	17.585	38609.67	18.562	40641.75
G008	32513.40	15.631	34545.49	16.608	36577.58	17.585	38609.67	18.562	40641.75
G009	32513.40	15.631	34545.49	16.608	36577.58	17.585	38609.67	18.562	40641.75
G010	32513.40	15.631	34545.49	16.608	36577.58	17.585	38609.67	18.562	40641.75
G011	32513.40	15.631	34545.49	16.608	36577.58	17.585	38609.67	18.562	40641.75
G013	33472.92	16.093	35564.98	17.099	37657.04	18.104	39749.10	19.110	41841.15
G014	33472.92	16.093	35564.98	17.099	37657.04	18.104	39749.10	19.110	41841.15
G016	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G018	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G019	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G020	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G021	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G022	35390.89	17.015	37602.83	18.078	39814.76	19.142	42026.69	20.205	44238.62
G025	34094.83	16.392	36225.75	17.416	38356.68	18.441	40487.61	19.465	42618.54
G026	41635.09	20.017	44237.28	21.268	46839.47	22.519	49441.67	23.770	52043.86
G027	42933.52	20.641	45616.86	21.931	48300.21	23.221	50983.55	24.511	53666.90
G030	24599.93	11.827	25583.93	12.300	26617.12	12.797			
G031	21881.84	10.520	22975.94	11.046	24124.72	11.598			
G035	27342.85	13.146	29051.77	13.967	30760.70	14.789	32469.63	15.610	34178.56
G036	19146.60	9.205	19830.41	9.534	20514.22	9.863	21198.02	10.191	
G042	32636.36	15.691	34676.14	16.671	36715.91	17.652	38755.68	18.633	40795.46
G043	33743.10	16.223	35852.04	17.237	37960.98	18.250	40069.93	19.264	42178.87
G044	33743.10	16.223	35852.04	17.237	37960.98	18.250	40069.93	19.264	42178.87
G045	33743.10	16.223	35852.04	17.237	37960.98	18.250	40069.93	19.264	42178.87
G048	35218.74	16.932	37419.91	17.990	39621.09	19.049	41822.26	20.107	44023.43
G049	39080.79	18.789	41523.34	19.963	43965.89	21.137	46408.44	22.312	48850.99
G050	35218.74	16.932	37419.91	17.990	39621.09	19.049	41822.26	20.107	44023.43
G051	35218.74	16.932	37419.91	17.990	39621.09	19.049	41822.26	20.107	44023.43
G053	35833.60	17.228	38073.20	18.304	40312.80	19.381	42552.40	20.458	44792.00
G054	35833.60	17.228	38073.20	18.304	40312.80	19.381	42552.40	20.458	44792.00
G055	35833.60	17.228	38073.20	18.304	40312.80	19.381	42552.40	20.458	44792.00
G057	36276.29	17.441	38543.56	18.531	40810.83	19.621	43078.10	20.711	45345.37
G058	36276.29	17.441	38543.56	18.531	40810.83	19.621	43078.10	20.711	45345.37
G059	36276.29	17.441	38543.56	18.531	40810.83	19.621	43078.10	20.711	45345.37
G061	36891.14	17.736	39196.84	18.845	41502.53	19.953	43808.23	21.062	46113.93

0%, 9-14-11 to 3-31-14 CLASSIFICATION	STARTING		2 YEAR		3 YEAR		4 YEAR		5 YEAR	
	WAGE	HOURLY								
G063 MECHANIC IV	39880.51	19.173	42373.05	20.372	44865.58	21.570	47358.11	22.768	49850.64	23.967
G064 COMMUN/VEH TECH	37751.94	18.150	40111.44	19.284	42470.93	20.419	44830.43	21.563	47189.92	22.687
G066 UTILITY OPERATOR III	38514.36	18.517	40921.50	19.674	43328.65	20.831	45735.80	21.988	48142.95	23.146
G067 HVY-DUTY TRLR MECHV	40642.94	19.540	43183.13	20.761	45723.31	21.982	48263.49	23.204	50803.68	24.425
G070 ENFORCEMT OFF V	38145.44	18.339	40529.53	19.485	42913.62	20.632	45297.71	21.778	47681.80	22.924
G071 ANIMAL CONTROL OFF V	38145.44	18.339	40529.53	19.485	42913.62	20.632	45297.71	21.778	47681.80	22.924
G073 ELECTRICAL INSP V	42940.60	20.645	45624.38	21.935	48308.17	23.225	50991.96	24.515	53675.74	25.806
G074 PLMB/HY/REFRIG INSP V	42940.60	20.645	45624.38	21.935	48308.17	23.225	50991.96	24.515	53675.74	25.806
G075 BLDG INSP V	42940.60	20.645	45624.38	21.935	48308.17	23.225	50991.96	24.515	53675.74	25.806
G077 BLDG INSP III	41637.11	20.018	44239.43	21.269	46841.75	22.520	49444.07	23.771	52046.39	25.022
G078 BLDG INSP III PT	41637.11	20.018	44239.43	21.269	46841.75	22.520	49444.07	23.771	52046.39	25.022
G080 CDBG ADMIN ASST	25504.08	12.262	27098.08	13.028	28692.09	13.794	30286.09	14.561	31880.10	15.327
G081 CDBG HSG INSP	25504.08	12.262	27098.08	13.028	28692.09	13.794	30286.09	14.561	31880.10	15.327
G084 CDBG HSG SERV ASST	31630.75	15.207	33607.67	16.158	35584.59	17.108	37561.51	18.058	39538.43	19.009
G085 CDBG HSG SERV AIDE	27249.68	13.101	28952.78	13.920	30655.89	14.738	32358.99	15.557	34062.10	16.376
G086 CDBG ADMIN MGR	32561.21	15.654	34596.29	16.633	36631.36	17.611	38666.44	18.590	40701.51	19.568
G087 CDBG HSG SPECIALIST	32561.21	15.654	34596.29	16.633	36631.36	17.611	38666.44	18.590	40701.51	19.568
G090 CDBG COMM IMPR ADM	35086.19	16.868	37279.07	17.923	39471.96	18.977	41664.85	20.031	43857.73	21.085
G098 DAIL-A-RIDE DRIVER	21854.56	10.507	23220.47	11.164	24586.38	11.820	25952.29	12.477	27318.20	13.134
G099 DIAL-A-RIDE DISPATCHER	23158.05	11.134	24605.43	11.830	26052.80	12.525	27500.18	13.221	28947.56	13.917
INSPECTOR/PLAN REVIEWER	42288.90	20.332	44931.95	21.602	47575.01	22.873	50218.06	24.143	52861.12	25.414
CHIEF MECHANIC	40642.94	19.540	43183.13	20.761	45723.31	21.982	48263.50	23.204	50803.68	24.425
ELECTION CLERK III	33472.92	16.093	35564.98	17.099	37657.04	18.104	39749.10	19.110	41841.15	20.116