

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 5, 2013**

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The Delhi Charter Township Committee of the Whole met on Tuesday, February 5, 2013, in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, MI. Supervisor Davis called the meeting to order at 7:00 p.m.

Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: None

Others Present: John Elsinga, Township Manager  
Sandra Diorka, Director of Public Services  
James Lenon, POTW Maintenance Supervisor  
Terry Powers, Facilities Supervisor  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**BUSINESS**

**COLLECTIVE BARGAINING AGREEMENT – ICEA/PERA**

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The Board reviewed the ICEA/PERA Collective Bargaining Agreement (ATTACHMENT I).

Wendy Thielen, Assistant Township Manager of Human Resources, gave an overview of the ICEA/PERA Collective Bargaining Agreement which represents employees from the Department of Public Services. Ms. Thielen stated that the agreement was ratified by unanimous vote on January 24, 2013.

**DEPARTMENT OF PUBLIC SERVICES – JANUARY ACTIVITY REPORT**

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The Board reviewed the Department of Public Services January Activity Report (ATTACHMENT II).

Sandra Diorka, Director of Public Services, reported the need to replace a 1964 forklift which was purchased approximately 12 years ago from the army surplus store. James Lenon, POTW Maintenance Supervisor, reported the repair costs would exceed its current value and therefore introduced the more versatile benefits of a skytrac forklift to replace a regular forklift.

Terry Powers, Facilities Supervisor, commented on the ten year vehicle rotation program. This item will be presented to the Board at the March 5, 2013 Committee of the Whole meeting.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 5, 2013**

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**PUBLIC COMMENT**

Mike Hamilton, 4541 Sycamore Street, Holt, commented on leasing versus purchasing a skytrac forklift.

**ADJOURNMENT**

Meeting adjourned at 7:34 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
C.J. Davis, Supervisor

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SUBJECT TO APPROVAL

## DELHI CHARTER TOWNSHIP

## M E M O R A N D U M

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** January 29, 2013

**RE:** Collective Bargaining Agreement – ICEA/PERA

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Enclosed for your review and approval is the Collective Bargaining Agreement (CBA) for the Ingham County Employees Association/Public Employees Representative Association (ICEA/PERA).

This is the third CBA for the employees in the Department of Public Services since the bargaining unit was formed in 2007. The bargaining unit consists of 8 employees from the Maintenance Division and 7 employees from the POTW Division.

This CBA is effective through December 31, 2015 and incorporates several significant changes as follows:

1. Drug/Alcohol Policy and Testing. This is a new article which incorporates past and current practices addressing Commercial Drivers Licenses, On-Duty Use of Prescription Drugs, the Michigan Medical Marihuana Act, Post-Accident Testing and Reasonable Suspicion Testing.
2. Personal Leave. Language was modified to address the conditions under which an employee may use personal leave time.
3. Vacations. A new section was added which addresses vacation use for new employees during the first 90 days of employment.
4. Payment in Lieu of Health and Dental Insurance. Language was modified to reflect the current policy as it applies to all non-union employees, which places a cap on the dollar amount payable to employees who choose a cash payment in-lieu-of health and dental coverage.
5. Maintenance Mechanic Certification. New language was added to address certification for maintenance mechanics consistent with certification for Plant Operators.

6. Township Personnel Manual. A new article was added which refers to the Township's Personnel Manual for all policies and procedures not specifically addressed by the CBA.

Wages and benefits, including vacation, sick, holiday pay, health care, dental, life insurance and pension contributions, along with retiree benefits have been and continue to mirror those for all non-union employees.

I believe this CBA represents a fair and workable relationship between the public services employees and the Township and is the result of effective negotiations, bargaining in good faith by both the union and management. Therefore, I recommend the Township Board approve the same.

### **RECOMMENDED MOTION:**

**To approve the Collective Bargaining Agreement between Delhi Charter Township and the Ingham County Employees Association/Public Employees Representative Association (ICEA/PERA), Local 1107, for the Department of Public Services bargaining unit, effective January 1, 2013 and expiring December 31, 2015.**



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**DELHI CHARTER TOWNSHIP**

**AND**

**THE INGHAM COUNTY EMPLOYEES ASSOCIATION/  
PUBLIC EMPLOYEES REPRESENTATIVE ASSOCIATION,  
LOCAL 1107**

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**COLLECTIVE BARGAINING AGREEMENT**

**Effective**

**January 1, 2013 through December 31, 2015**

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## **AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Delhi Charter Township, a municipal corporation of the State of Michigan (hereinafter referred to as the "Employer") and the Ingham County Employees Association/Public Employees Representative Association, Local 1107 (hereinafter referred to as the "Union").

## **DURATION**

This Agreement shall remain in full force and effect commencing on the 1<sup>st</sup> day of January, 2013 through the 31<sup>st</sup> day of December, 2015.

## **PURPOSE**

THIS AGREEMENT, entered into by the parties, has as its general purpose to promote the mutual interests of the Employer and the Union and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness and protection of property, and avoidance of interruptions to production.

The parties further promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, wages, hours of employment, and other conditions of employment.

The agreements concerning wages, hours, working conditions, and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and will cooperate fully to secure the advancement and achievement of these purposes.

## **NON-DISCRIMINATION**

The Employer and the Union agree to abide by local, State, and Federal laws prohibiting discrimination against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, marital status, or disability.

## **NO STRIKE CLAUSE**

The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause, whatsoever, by the employees it represents nor shall there be any concentrated failure by them to report for duty nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket on the Employer's premises within the Employer's jurisdiction. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

## **PAST PRACTICE**

It is the expectation of the parties that this Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or practices.

## **ARTICLE 1** **RECOGNITION OF UNION**

Section 1. Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following unit pursuant to MERC Case No. R06 L-133:

All full and regular part-time employees of the Department of Public Services including: Maintenance Mechanic(s); Plant Operator(s); Construction and Technology Coordinator and Environmental Coordinator. Excluding: Director of Public Services; Chief Plant Operator; Collections Systems Supervisor; Facilities Supervisor; Maintenance Supervisor; Secretaries/Clerical. <sup>1</sup>

Section 2. Bulletin Boards. The Employer will provide two (2) bulletin boards to be located at the POTW Facility and the Maintenance Facility, which may be used by the Union for posting notices or other materials related to the activities of the Union. The Secretary of the Union shall be responsible for such bulletin boards and shall maintain them in a neat manner. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin board, the President of the Union will be advised by the Employer of the nature of the dispute and the notices or bulletins will be removed from the bulletin board.

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<sup>1</sup> If the following positions or substantially-similar positions are recreated by the Employer, they shall be included in this bargaining unit: Custodian(s); Building Maintenance/Grounds Keeper; Maintenance laborer.

Section 3. Officers. The Union shall designate four (4) officers: President, Vice President from Maintenance, Vice President from the POTW, and Secretary. Reasonable arrangements will be made to allow an officer off, only one at a time, with prior permission of their Supervisor, during his/her working hours, without loss of time or pay, to investigate and attend grievance meetings. One officer in addition to the Union's General Counsel may represent an employee at all steps of the grievance procedure. The Employer shall be advised in writing as to which officer represents the employees for notification and grievance processing purposes as to each grievance.

Section 4. Notice of Representatives. The Union shall furnish the Employer with a current written roster listing the names of its officers. When changes are made of the Union officers, the Union shall, within ten (10) days thereof, notify the Employer of these changes in writing. No officer shall act as such until the Employer has been notified of their appointment.

Section 5. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within a reasonable time period of the written request and shall be held between 8:00 a.m. and 5:00 p.m., at a time and place which is mutually agreeable to the parties. Such meeting will be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed fifteen (15) minutes immediately preceding a special meeting.

Section 6. Union Meetings. Meetings of the Union may be held at the Employer's facilities with prior approval of the Employer; provided the desired space is available and such meetings do not interfere with the efficient operation of the department. The Union shall not meet during working hours except as specifically provided under the terms of this Agreement.

Section 7. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of not more than two (2) Union members at any one time at the bargaining table. The Union shall furnish the Employer with a written list of the bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary. The Union may additionally have up to two (2) non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiating a new Agreement. Negotiation sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. An additional two (2) Union members may attend sessions held after working hours.

Section 8. Subcontracting. Notwithstanding any other contrary provision in this Agreement, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the

Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide ten (10) calendar days notice to the Union if an employee is to be laid off. The decision to subcontract is not grievable and shall be within the Employer's sole discretion.

Section 9. Use of Facilities. The Union shall not be allowed use of the Employer's facilities, copier, printers, office supplies, phone, and e-mail system without the express permission of the Employer.

## **ARTICLE 2** **UNION SECURITY AND CHECK OFF**

Section 1. The parties agree they will not discriminate against any employee because of membership or non-membership in the Union.

Section 2. Union Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which may be less than one hundred percent (100%) of the regular monthly dues paid by Union members and which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating and administering the terms of the Agreement, which shall not include, by way of example, but not by way of limitation, other dues and assessments or other amounts for Union activities.

The requirement set forth above shall become effective thirty (30) days after the employee's date of hire.

Section 3. Dues Check Off. The Employer agrees to deduct the Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a complete check off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The authorization form shall be filed with the Assistant Township Manager of Human Resources, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no deduction shall be made until the deficiency is corrected.
- B. The Employer shall only deduct obligations which are due at the time of check off and will make check-off deductions only if the employee has enough pay due to cover such obligations, and will not be responsible to the employee if he/she has duplicated direct payment to the Union. The Employer shall remit the dues to the Union's Treasurer.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the Assistant Township Manager of Human Resources within two (2) weeks after a remittance is sent, of its belief that the remittance is incorrect, and shall set forth with particularity the allegations of error.

- D. Any employee may terminate his/her check-off authorization by written notice to the Assistant Township Manager of Human Resources.
- E. The Union shall provide at least thirty (30) days prior written notice to the Assistant Township Manager of Human Resources of the amount of Union dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be limited to no more than four (4) times in a calendar year and shall be provided at least thirty (30) days prior to the effective date.
- F. The amount of the Union dues and/or representation fee shall be deducted from each member's paycheck on the second payroll of each month.

Section 4. Indemnity Provision. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 5. Notice of New Hires. The Employer will provide notice to the Union of any new hires, rehires, reinstated, or transferred employees into the Union's bargaining unit. The Employer will provide all new hires with a copy of this Agreement.

### **ARTICLE 3** **EMPLOYER RIGHTS**

Section 1. The Employer hereby reserves and retains, solely and exclusively, all rights to manage and direct its workforce and shall have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to retain the authority to assign incidental duties connected with positions acknowledging that not every incidental task and/or duty may be described in job descriptions/classifications; to determine the number of personnel assigned on duty at any time; to direct and control operations; to perform work through the utilization of non-bargaining unit personnel, including salaried employees; to discontinue, combine, or reorganize any part or all of its operations; to contract out for goods and services; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff, and recall personnel; to establish, amend, supplement, or delete work rules, and fix and determine penalties for violation of such rules; to make judgments as to the ability and skill of

employees; to establish and change work schedules; to schedule overtime, to provide and assign relief personnel; to hire irregular, temporary, and seasonal employees to perform bargaining unit work; to assign Supervisors to perform bargaining unit work; to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The Employer's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America. All rights, functions, powers, and authority which the Employer has not expressly and specifically abridged, amended, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained and reserved by the Employer.

Section 2. The Employer shall have, within its discretion, the right to make, amend, supplement, or delete rules and regulations. However, the Union shall receive a copy of any new or modified rule or regulation ten (10) calendar days prior to its effective date, unless conditions warrant necessary immediate implementation. If there is concern regarding the fairness of the rules or rule change, the Union may request a special meeting between the Union and the Employer to discuss the reasonableness of the rule.

In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a specific provision of this Agreement.

If the employees do not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union or the employees until such notice is provided.

#### **ARTICLE 4** **DEFINITION AND CLASSIFICATION OF EMPLOYEES**

- A. Regular Full-Time Employees. Employees regularly scheduled to work forty (40) hours per week, who are assigned to a position of unrestricted duration and can be expected to exist as long as budgeted funds are available, shall be considered regular full-time employees and they shall be entitled to the benefits under this Agreement except where otherwise indicated.
  
- B. Regular Part-Time Employees. Employees regularly scheduled to work less than forty (40) hours per week, who are assigned to a position of unrestricted duration and can be expected to exist as long as budgeted funds are available, shall be considered regular part-time employees. Such employees shall not be entitled to any fringe benefits as stated in this Agreement except where otherwise indicated and as required by law.

- C. Temporary/Seasonal Employees. Employees hired for a period of six (6) months or less shall be considered a temporary/seasonal employee and shall be compensated by wages only without any fringe benefits except as required by law. Such employees shall not be covered by the terms of this Agreement.
- D. Classification of Employees. For purposes of this Agreement, employees within the bargaining unit shall be classified as follows:

<u>Classification</u> <sup>2</sup>	<u>Position</u>
Maintenance:	Maintenance Mechanic I & II
Regulatory Compliance:	Environmental Coordinator
Operator:	Plant Operator I, II, & III
Mechanic:	POTW Plant Maint. Mechanic
Technical:	Construction and Technology Coordinator

**ARTICLE 5**  
**DATE OF HIRE/SENIORITY**

Section 1. Hire Date. The effective date on which an individual is officially hired as an employee of the Employer shall be designated as that individual's "Hire Date." This date is used to determine eligibility of fringe benefits (*i.e.* health and dental, vacation and sick time, pension, life and disability insurance, etc.) which full-time employees are entitled to. An employee's "Hire Date" will remain in effect throughout the employee's continuous consecutive years of Employer-paid employment. The following shall alter an employee's hire date:

- A. Layoffs, which exceed one (1) year, shall change one's hire date to the date of return to employment, if applicable.
- B. Authorized medical leaves of absence exceeding one (1) year shall change one's hire date to the date of return.
- C. Termination of employment and subsequent rehire.

Section 2. Seniority. "Seniority" is defined as the length of continuous full-time service within a classification. Part-time employees' seniority shall be the total length of service within a classification based upon the total number of hours worked in that classification. For purposes of this Section, two thousand eighty (2,080) hours is equivalent to one (1) year of service. Employees who have the same number of hours of service within a classification

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<sup>2</sup> If the following positions are recreated by the Employer, the classifications shall be:

Janitorial	Custodian I & II
Grounds Keeping	Building Maintenance/Grounds Keeper
Laborer	Maintenance Laborer

shall be placed on the seniority list in alphabetical order of surnames. The Employer shall prepare a seniority list and submit it to the Union on an annual basis.

Section 3. Layoff and Recall.

- A. Layoff is defined as a reduction of the workforce. The necessity of a layoff shall be determined by the Employer. Layoffs will be determined by seniority within the affected classification, beginning with the least seniority provided that the senior employee(s) retained presently have the necessary experience, qualifications, skills, and ability to perform the remaining work, as determined by the Employer. The Employer may consider requests for voluntary layoff.
- B. Bumping Rights. Bumping between classifications shall be permitted by seniority. An employee who is laid off may elect to bump a less senior employee in a different classification within the bargaining unit provided that the senior employee(s) retained presently have the necessary experience, qualifications, skills, and ability to perform the remaining work, as determined by the Employer.
- C. Employees subject to layoff shall receive written notice no less than ten (10) calendar days in advance of the effective date of their layoff. The Union shall also receive copies of any layoff notices.
- D. When positions become available, those laid off employees shall be notified of said openings and recalled, in the reverse order of layoff. Recalled employees are reinstated at the job classification level, rate of pay, and step level in effect at time of layoff. The Employer will not recall an employee after a period of time equal to the employee's seniority at the time of the layoff, or to a maximum of not more than one (1) year from the date of the employee's layoff, whichever is less. If the employee is rehired after such period, they shall be considered a new employee.
- E. Employees who have been laid off and who, within five (5) working days after delivery of recall notice to their last known address shown on the Employer's personnel records, fail to respond as directed or decline recall, shall be presumed to have waived their recall and shall be deemed to have resigned. The Union shall also receive copies of any recall notices.
- F. An employee who is laid off may elect not to be paid for his/her earned sick leave or vacation accumulations (accrued to the effective date of the layoff) until up to a full year on layoff status, at which time those accumulations must be converted to cash at the employee's last rate of compensation.

**ARTICLE 6**  
**VACANCIES AND TEMPORARY ASSIGNMENT**

Section 1. Vacancies. In the event a new position is created or an opening exists in a vacated position, interested employees shall have an opportunity to apply within the posting period by filling out an application and submitting same with the Township official designated for receipt of that application. New positions or vacancies will be posted concurrently, both internally and externally. Job postings will be posted internally at the POTW and at the Maintenance Division, clearly marked as Union positions, for a minimum of five (5) working days. Opportunities to promote from within will be considered; all internal applicants shall be granted an interview. The Employer reserves the right to hire persons from within or outside of the current bargaining unit.

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of the duties and responsibilities of a position in a higher salary grade for a continuous period of more than thirty (30) calendar days shall be paid at the lowest step rate of the higher position that is at least five percent (5%) above his/her present step rate retroactive to the start of such work. An employee so assigned shall advance within that grade on the same basis as other employees within that grade. An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of temporary assignment.

**ARTICLE 7**  
**WORKDAY, WORKWEEK, LUNCH PERIOD, AND BREAKS**

Section 1. Workday and Workweek.

- A. Maintenance Division Employees. The normal workday for full-time employees in the Maintenance Division shall consist of eight (8) hours per day, Monday through Friday, beginning at 8:00 a.m. and ending at 5:00 p.m. with a one (1) hour unpaid lunch period.

Employees scheduled on work rotation per job assignment shall be scheduled to work eight (8) hours per day, Monday through Friday as follows:

Vactor Crew: 6:00 a.m. to 2:00 p.m. w/no lunch period.

Camera Crew: 6:00 a.m. to 2:00 p.m. w/no lunch period.

Lift Stations: 8:00 a.m. to 5:00 p.m. w/one (1) hour unpaid lunch period.

Miss Digs & Inspections: 8:00 a.m. to 5:00 p.m. w/one (1) hour unpaid lunch

Employees shall be assigned to the above jobs on a four (4) week rotation beginning on a Monday. Maintenance Mechanic IIs move in the order designated above and Maintenance Mechanic Is move backward. The rotation for Maintenance Mechanic Is and Maintenance Mechanic IIs will be one (1) week apart. If an employee is requested to move to another job assignment, he shall maintain the hours of the rotation he is

currently on. For the initial assignment each year, the employees will be able to select the rotation they want to start on, based on seniority.

POTW: A Maintenance Mechanic I and a Maintenance Mechanic II shall be permanently assigned to work at the POTW on a 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch schedule. The Employer will request volunteers for these positions, if there are more than one volunteer, in each category, the Employer will select the employee based on skill, ability and work performance. If the employees are equal in skill, ability and work performance, the position(s) shall go to the most senior employee who volunteered.

- B. POTW Division Employees. The normal workday for full-time employees in the POTW Division shall consist of eight (8) hours per day, plus a one-half (1/2) hour unpaid lunch period. The 1<sup>st</sup> shift shall be from 7:00 a.m. to 3:30 p.m. The 2<sup>nd</sup> shift shall be from 3:00 p.m. to 11:30 p.m. The 3<sup>rd</sup> shift shall be from 11:00 p.m. to 7:30 a.m. The specific days worked during the week shall vary based upon plant operations.
- C. The normal workweek for all full-time employees shall consist of forty (40) hours, beginning on Monday and ending one hundred sixty-eight (168) hours thereafter. Employees may work more than forty (40) hours per week from time to time.
- D. Employees may work different hours and/or days from time to time. Notification stating the reason, duration, and the alternative working hours shall be provided to the Union ten (10) calendar days in advance of the effective date of said change.

Section 2. Overtime. Overtime will be paid as follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) pay week for which overtime has not already been earned. For purposes of this Section only, "worked" includes paid vacation, sick time, and holidays.
- B. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked.
- C. Prior approval of all overtime is required by an employee's Supervisor with the exception of emergencies or scheduled overtime.
- D. Any and all overtime, scheduled or otherwise required by the Employer shall be mandatory. The Employer reserves the right to schedule and assign overtime including call-outs, emergencies and special events. Employees who are on-call shall not work scheduled overtime for special events. Brush drop off, tree lighting and parades are first offered on a seniority basis. The Employer is not precluded from offering overtime to employees on vacation.

- E. Compensatory Time. Employees, with the mutual agreement of their Supervisor, may take compensatory time off at the rate of time and one-half (1-1/2) per hour worked in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the employee and his or her immediate Supervisor. Employees may earn a maximum of forty-eight (48) hours of compensatory time each calendar year. Any compensatory time remaining in the employee's leave bank at the end of each calendar year shall be paid at the employee's regular hourly rate of pay as of December 31<sup>st</sup> to be paid out in the next regular bi-weekly payroll. All earned and unused compensatory time shall be paid to the employee upon separation from employment.

Section 3. On-Call. On-call is defined as a twenty-four (24) hour period wherein the on-call employee is required to carry a designated pager and cell phone, which will be provided by the Employer, to respond to call-outs of a routine and non-routine nature. The on-call period and trade off for the pager for the Maintenance Division begins at 8:00 a.m. The on-call period and trade off for the pager for the POTW Division begins at 3:00 p.m.

- A. Employees scheduled to be on-call shall be compensated at two (2) hours straight time at the employee's regular hourly rate of pay for weekdays, Monday through Friday; and three (3) hours straight time at the employee's regular hourly rate of pay for weekends and holidays.

The employee must be available by either telephone or pager from the time period that his/her on-call would begin until it would end. The employee must be able to respond to any call-out within a reasonable time period from the time, typically within forty-five (45) minutes, that he/she is first notified of the call-out. Failure of the employee to timely respond to said call-out shall result in forfeiture of all on-call and call-out pay and such other discipline as the Employer shall determine.

If a call out occurs during a scheduled shift, the on-call employee will contact the scheduled shift employees to respond.

- B. Maintenance Division Employees. In November of each year, the number of weeks for the following calendar year each employee must be on-call will be determined. All employees will be given the opportunity to determine their preference of on-call weeks based on seniority.
- C. POTW Division Employees. In November of each year, the on-call schedule for the following calendar year shall be determined based upon the scheduled work assignments for POTW operations. All employees will be given the opportunity to determine their preference of on-call weeks based on seniority.
- D. Back-Up For On-Call.

Any call-out requiring a second employee to assist the on-call employee during the call-out shall be made as follows:

The on-call employee at the POTW Division shall first contact the on-call employee at the Maintenance Division and vice-versa. In the event the second employee is already responding to a separate call-out and is not able to assist, the on-call employee shall seek assistance from the person backwards in the on-call schedule of their division.

- E. In the event an employee who is on-call uses any leave time, whether paid or unpaid, on-call will be forfeited for that twenty-four (24) hour on-call period. On-call will be transferred to the person backwards in the on-call schedule. There shall be one exception, limited to 45 minutes of personal leave time, due to unforeseen circumstances.
- F. Tradeoff of on-call weeks shall be permitted with the written consent of the employee's Supervisor and Department Head as long as the affected employee finds coverage through backwards rotation of the on-call list. If an employee cannot find coverage, he/she cannot trade. All requests for trade time shall be scheduled through the employee's immediate Supervisor. An employee shall indicate their preference in writing no later than Thursday at 3:00 p.m. for any trade time requested for the on-call week that starts a week from the next day, except in the case of an emergency. Under special circumstances, the Department Head may allow an employee to utilize trade time for absences requested after Thursday due to unforeseen situations. If the employee cannot perform the on-call assignment due to illness, injury, work restriction, or emergency, the Supervisor shall secure coverage through backward rotation in the on-call schedule. Requests will first be made, if no employee accepts, then the lowest seniority employee must accept the on-call.
- G. An employee shall be permitted with approval to drop any on-call days provided that the employee has secured coverage through backward rotation in the on-call schedule. All requests for dropping an on-call day shall be made in writing no later than Thursday at 2:00 p.m. for any requests for the next calendar week. The Employer will respond by that Friday by 2:00 p.m.
- H. Anytime a call-out results in more than the two (2) hour minimum, it shall be approved in advance by the employee's immediate supervisor.
- I. Approval of the on-call schedules, all trade time, and dropping of all on-call days(s), shall be at the sole discretion of the Employer.

Section 4. Call in Pay. An employee who is called back to work shall receive pay for the actual time worked at the appropriate rate of pay, if they work until the start of their regular shift or at the end of their normal shift. If that employee does not work until the start of their regular shift or contiguous to the end of their shift, he/she shall receive a minimum of two (2) hours of pay at the rate of time and one-half (1-1/2). In the event a second "call back" is issued within two (2) hours of that minimum, overtime shall be based only upon total hours

worked and not upon said minimum, unless the “call back” is in regard to a totally unrelated problem.

- A. Nuisance Calls. Nuisance calls are defined as any call received by the on-call employee on the on-call phone in which the call does not require any action on behalf of the employee or any call received that is caused by the on-call employee. The on-call employee shall not be compensated for these nuisance calls.

Any call received by the on-call employee wherein the call does require action on behalf of the employee, but does not require the on-call employee to physically leave the premises, shall be compensated for the actual time worked.

- B. Remote Monitoring. Employees will be compensated for actual time worked while remotely monitoring township facilities up to a maximum of one (1) hour per day. If the Employer wants to mandate any frequency of remote monitoring, it will first meet and bargain with the Union.

#### Section 5. Lunch and Break Periods.

- A. Lunch Periods. A one (1) hour unpaid lunch period for Maintenance Division employees working a normal workday shall be taken from 12:00 to 1:00 p.m. A one-half (1/2) hour unpaid lunch period for POTW Division employees shall be taken anytime between 11:30 a.m. and 12:30 p.m.
- B. Break Periods. Breaks are generally allowed twice a day; one (1) break period for every four (4) hours worked. The first break period for all employees may be taken at any time between two (2) hours and two and one-half (2 ½) hours after the start of the employee’s shift. The second break period for all employees may be taken at any time between six (6) and six and one-half (6½) hours after the start of the employee’s shift. Each break period is not to exceed ten (10) minutes. In no case shall a break period be permitted at the beginning or end of the workday, nor shall break periods be combined together or combined with a lunch period, if applicable. Break periods do not accumulate if not taken.
- C. In the event Maintenance Division employees and POTW Division employees are working together, breaks and lunch periods shall be adjusted to be taken simultaneously to avoid down time.
- D. Employees may be allowed to utilize Township vehicles, within Township-boundaries, to stop for a few minutes and purchase necessary drinks and/or food upon prior approval of their supervisor.

Section 6. Continuation of work is that work which is performed during a regular shift and continues past the normal workday. If an employee on continuation cannot continue, at the request of the employee, the on-call employee may be contacted. In the event an on-call event occurs during a continuation, the on-call employee shall not be contacted. The

employee on continuation will complete the on-call work. It shall be at the sole discretion of the Employer, if the employee shall stay on continuation.

Section 7. Night-Shift Premium. Any employee, who is regularly scheduled to work the second or third shift, if any, shall receive a shift premium of five percent (5%) per hour base pay for all hours “worked” on that shift. For purposes of this section, paid vacation, sick, compensatory time and paid holidays are not included as hours worked.

Section 8. The first ten (10) minutes at the beginning of a shift and the last ten (10) minutes at the end of a shift shall be designated for preparation and clean up.

## **ARTICLE 8** **LIFE AND DISABILITY INSURANCE**

Section 1. The Employer provides each regular full-time employee with life insurance coverage equal to his/her annual wage as of January 1 of the current year (rounded to the nearest thousand dollars). That policy provides double indemnity in the case of accidental death.

Section 2. Part-time employees are not eligible for life or long-term disability insurance coverage.

Section 3. Long-term disability insurance is provided per the Employer administered plan for eligible regular full-time employees. The employee’s annual wage as of January 1 of the current year will determine the amount of insurance coverage provided at any given time. In the event of a disability due to sickness or injury as determined by the insurance carrier, full-time employees will be provided with disability income of sixty-six and two-thirds percent (66 2/3%) of the employee’s basic monthly earnings, effective one hundred eighty (180) days after the date of the illness or injury. Basic monthly earnings does not include overtime pay or any other extra compensation. The effective date of coverage is the first day of the month following ninety (90) days of continuous full-time employment.

## **ARTICLE 9** **DEFERRED COMPENSATION**

Eligible employees may enroll in a tax-deferred compensation plan under the rules of the Employer’s plan.

## **ARTICLE 10** **STANDARDS FOR PERSONAL CONDUCT**

All employees are expected not to violate the following rules of conduct as well as the other rules and policies in this Agreement. The list is not intended to be an all-inclusive list of rules of conduct as it is impossible to list rules to cover in every situation. Further, pursuant to Article 3, Section 2, the list may be added to, modified, or supplemented by the employee’s Supervisor, Department Head, or Assistant Township Manager of Human Resources. The

purpose of these rules is to set forth some rules of conduct which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge.

1. Unauthorized absence.
2. Employees are required to notify their immediate Supervisor prior to any absence as soon as possible.
3. Tardiness - Employees who are late may be docked for time lost, or otherwise disciplined and/or discharged.
4. Neglect or failure to satisfactorily perform assigned duties.
5. Unauthorized use of Township property, equipment, or facilities (including telephones and duplicating equipment) is prohibited.
6. Violation of a safety rule or safety practices.
7. Insubordination.
8. The theft, attempted theft, or neglect of property of the Township, its visitors, or employees is prohibited.
9. Threatening other persons or instigating a fight or fighting.
10. Possession of intoxicants or consuming intoxicants on Employer property.
11. Working while being under the influence of or impaired by intoxicating beverages or controlled substances, except as may be legally prescribed by a physician.
12. Possession of firearms, fireworks, or explosives during working hours or at any time while on Township property.
13. Misrepresentation of medical conditions or other facts in seeking employment.
14. Gambling on Employer property.
15. Falsification or destruction of Employer records.
16. Abusive or obscene language to any Supervisor, employee, or member of the public.
17. Public Decorum - All Township employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

18. Violations of any Employer policies.
19. Refusal to perform assigned work.
20. Interfering with the work of other employees, or conduct disruptive to the work of other employees.
21. Unauthorized use and/or destruction of Employer property.
22. Violation of Federal or State law regarding record restrictions. Employer records are not to be discussed or released without the consent of a Supervisor.
23. Sexual harassment of employees by other employees is strictly prohibited. Any employee engaging in an act of sexual harassment will be subject to disciplinary measures. Additional information or assistance may be obtained from the Township Manager. Complaints regarding this policy may be made to the employee's Department Head, and/or the Township Manager, or the Township Supervisor if the complaint involves the Township Manager.

**Sexual harassment shall be defined within this policy as follows:**

Unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

24. Employees will present a well-groomed appearance and dress appropriately for their position.
25. Acceptance of Gifts - Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a Township employee.
26. Improper use of sick leave or other leaves of absence.
27. Abuse of break or lunch periods.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

Section 1. No non-probationary employee will be disciplined or discharged without just cause. Under most circumstances, discipline will be of a progressive nature and shall take place within fifteen (15) work days of the Employer becoming aware of the occurrence. In

some instances where investigation is required, a short delay in discipline may be warranted. Nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 2. In the event of disciplinary action or discharge, the Employer shall notify the Union promptly in writing.

Section 3. The Employer shall not use an employee's prior record which is more than four~~five~~ (4~~5~~) years old in imposing discipline or discharge. The four~~five~~ (4~~5~~) years begin to run from when the prior discipline was actually imposed.

## **ARTICLE 12** **SAFETY PRACTICES**

Section 1. Employees must inform their immediate Supervisor of any unsafe working condition as soon as the employee first becomes aware of it.

Section 2. A Safety Committee established by the Employer shall include two (2) members of the Union; one (1) member from the Maintenance Division and one (1) member from the POTW. The Committee shall meet periodically as determined necessary, but in no event shall the Committee meet less than twice per contract year. The Committee shall review and make recommendations on the following:

- A. General Safety Conditions and Practices;
- B. Equipment Safety;
- C. Operational Safety Procedures;
- D. The Committee's findings and recommendations shall be advisory only and shall not constitute any limitation on the managerial prerogatives of the Employer.

Section 3. Facial hair, such as beards, beard stubble, mustaches, or sideburns, etc., which cross a respirator sealing surface, shall not be permitted between the skin and the face piece.

## **NEW ARTICLE** **DRUG/ALCOHOL POLICY AND TESTING**

### **Section 1. POLICY STATEMENT**

Delhi Charter Township will not tolerate the illegal use of drugs. It is the policy of Delhi Charter Township to comply with the Federal Drug-Free Work Place Act of 1988 to promote a safe work environment for its employees and citizens.

Effective immediately, all Delhi Charter Township premises, including work sites and all Delhi Charter Township vehicles, are declared to be drug-free work places. This means:

- All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
- Employees found to be in violation of any of the provisions of this policy under this Article will be subject to appropriate personnel/disciplinary action up to and including termination from employment for the first offense, and/or other remedial measures as the individual circumstances warrant.
- Any employee convicted of violating a criminal drug statute in the work place must inform Delhi Charter Township of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction. Failure to inform Delhi Charter Township subjects the employee to disciplinary action, up to and including termination from employment for the first offense. By law, in the event Delhi Charter Township is a federal grant recipient, it must notify the federal granting agency within ten (10) days of receipt of the notice of conviction.
- Delhi Charter Township reserves the right to offer employees convicted of violating a criminal drug statute in the work place participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

Section 2. Commercial Drivers License (CDL) Law. It is the policy of Delhi Charter Township to comply with the State and Federal CDL Law. The Department of Transportation (DOT) requires drug and alcohol testing for persons carrying a CDL. The Township has implemented a drug and alcohol testing program to promote a safe working environment for all.

Section 3. On-Duty Use of Prescription Drugs. The Township will not allow any employee to perform their duties while taking prescription drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce this if asked. Employees should consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees are not, however, required to disclose underlying medical conditions.

Section 4. Michigan Medical Marihuana Act. This Act does not affect the right of Delhi Charter Township from prohibiting the use of medical marihuana in the work place. All employees are strictly prohibited from the use of medical marihuana in the work place. Employees found to be in violation of this policy will be subject to disciplinary action up to and including termination from employment for the first offense.

Section 5. Post-Accident Testing. Employees are subject to drug and alcohol testing when they cause or contribute to accidents that damage a Township vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place immediately following the accident. Under no circumstances will the

employee be allowed to drive himself or herself to the testing facility and shall be further prohibited from driving a motorized Township vehicle pending the results for the drug and alcohol test.

Section 6. Reasonable Suspicion Testing. The Township will require an employee to be tested when the employee's conduct has given rise to a reasonable suspicion that the employee is under the influence of drugs or alcohol. The decision to test must be based on specific observations concerning appearance, behavior, speech or body odors of the employee or other physical behaviors or performance indicators of probable drug or alcohol use.

Section 7. Employees will be paid for time spend in drug/alcohol testing. If testing extends past the employee's regular working hours, this time will be paid at straight time. In no case shall an employee receive overtime compensation for time spent in testing.

#### **ARTICLE 14** **PERSONNEL FILE**

An employee may examine his/her personnel file as provided under State law, being MCL 423.501 *et seq.* If anyone other than the employee requests to see information in that employee's personnel file, the employee shall be informed of such a request. This does not apply to situations where personnel file information is sought for internal Employer purposes.

#### **ARTICLE 15** **LEAVE OF ABSENCE**

##### Section 1. Family and Medical Leave.

##### A. General.

1. A regular employee who has completed twelve (12) months of employment and worked at least one thousand two hundred fifty (1,250) hours for the Employer in the past twelve (12) months may request an unpaid leave of absence under the Family Medical Leave Act ("FMLA") for a period not to exceed twelve (12) weeks in any one calendar year for any of the reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave, and must be approved by the Assistant Township Manager of Human Resources. A leave of absence may be granted in the following cases:
  - (a) A serious health condition that makes the employee unable to perform the functions of his/her position;
  - (b) In order to care for the employee's spouse, child, or parent if the person being cared for has a serious health condition;

- (c) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
    - (d) For incapacity due to pregnancy, prenatal medical care or because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - 2. The Employer shall require employees to use all accrued paid leave while on an FMLA leave of absence.
  - 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child, or to care for a sick parent.
  - 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
  - 5. Subject to notification and certification requirements described below, leave to care for a spouse, child, or parent, or due to a serious health condition of the employee, may be taken intermittently or on a reduced leave schedule when medically necessary.
- B. Continuation of Benefits. All FMLA leaves of absence shall be without pay and benefits. The only exception to its policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least one thousand two hundred fifty (1,250) hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c), or (d) listed in Section 1.A. above. This twelve (12) week period shall include any time in which the employee was absent from work on disability leave and/or sick time if otherwise qualified under the FMLA (except under conditions (c) or (d) listed in Section 1.A. above), and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
- C. Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-

week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees are entitled to a special leave of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- D. Reinstatement After Leave. When a leave of absence under conditions (a), (b), (c), or (d) of Section 1.A. above is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
- E. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child, or parent, or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, and;
  2. Shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- F. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent, or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse, or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
  2. The probable duration of the condition;
  3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  4. When applicable, a statement that the eligible employee is needed to care for the child, spouse, or parent, and an estimate of the amount of time that the employee is needed to provide such care.
  5. When applicable, a statement that the employee is unable to perform the functions of their position;
  6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
  7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
  8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- G. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- H. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

- I. Subsequent Reclassification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 2. A regular full-time or regular part-time employee who, because of an illness or accident which is non-compensable under Workers' Compensation law, upon demonstration of disability by report of a medical doctor, shall be entitled to unpaid leave for up to six (6) months once their earned sick leave and vacation time have been exhausted. Thereafter, the Employer (Assistant Township Manager of Human Resources) within its sole discretion may extend the time upon further demonstration of disability for up to one (1) year. The Employer may require medical verification from a doctor of its choosing. This time shall count towards FMLA leave if otherwise eligible for same.

Section 3. Unpaid leaves of absence may be granted within the Employer's sole discretion to regular full-time or regular part-time employees for the purpose of personal need which is not eligible under the FMLA. The employee must furnish the Employer with such request in writing no later than two (2) weeks prior to the date that such employee desires to take such leave. Leaves for this purpose shall not exceed one (1) month. Denial of a request for a leave of absence shall not be subject to appeal.

Section 4. A regular full-time employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government wage received for this service. If the Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

Section 5. An employee who meets all of the requirements as hereinbefore specified, who is granted an unpaid leave of absence, shall not have benefits continue such as, but not limited to, vacation and sick leave accumulation, health insurances except as required under the FMLA, holidays, and retirement. Employees wishing to continue health, dental, disability, and life insurance during an unpaid leave may do so by prepaying the premiums to the Employer.

Section 6. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested. Unpaid leaves of absence are to be used for the purpose intended. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on a leave of absence may result in immediate termination of employment.

**ARTICLE 16**  
**SICK LEAVE, BEREAVEMENT LEAVE, AND PERSONAL LEAVE**

Section 1. Sick Leave.

A. Each regular full-time employee earns sick leave accumulated in a single sick leave bank at the rate of twelve (12) days per year, expressed as three point seven (3.7) hours per pay period (two [2] weeks), pro rated, up to a maximum of one thousand nine hundred twenty (1,920) hours. Employees on an unpaid leave of absence do not earn or accumulate sick leave.

1. For all employees hired or attaining "Regular Full-Time" status after April 1, 1992:

Unused sick leave credit is paid at the employee's current rate of pay up to and not to exceed fifty percent (50%) of accumulated sick leave up to four hundred eighty (480) hours upon resignation by the employee, retirement, or upon reassignment to another status that does not include earning sick leave, or upon his/her death to be paid to the beneficiary<sup>3</sup> of the employee. No payment is made for accumulated and unused sick time in cases where the employee is discharged by the Employer.

2. For all employees hired or attaining "Regular Full-Time" status before April 1, 1992:

Unused sick leave credit is paid at the employee's current rate of pay up to, and not to exceed accumulated sick leave up to, four hundred eighty (480) hours upon resignation by the employee, retirement, or upon reassignment to another status that does not include earning sick leave, or upon his/her death to be paid to the beneficiary of the employee. No payment is made for accumulated and unused sick time in cases where the employee is discharged.

Unused sick leave credit earned beyond four hundred eighty (480) hours and up to eight hundred (800) hours is paid at the employee's current rate of pay at a rate of eight (8) hours' (one [1] day's) pay for every twenty-four (24) hours' (three [3] days') accumulated but not used sick leave upon resignation, retirement, reassignment to a status that does not include earning sick leave, or upon death to be paid to the beneficiary of the employee.

3. Employees who have not completed one (1) year of employment from their date of hire shall not be entitled to unused sick leave credits.

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<sup>3</sup>Delhi Township requires that employees complete and execute a special form designating their beneficiary to receive payment for accumulated sick leave, vacation, and wages in case of death.

- B. Sick leave may be used by eligible employees when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment. Sick leave may also be used by an employee when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury. Any denial of sick leave shall be in writing. Immediate family is defined as spouse, minor children, parents, including step-children and step-parents, or any individual in which the employee has legal guardianship.
- C. Employees who are unable to perform their duties because of illness shall personally notify their immediate Supervisor before the start of the workday, or if they have already started their workday, before they leave the premises. The following procedure shall be followed: (1) employees must personally speak with their immediate Supervisor; (2) the first contact should be attempted via the Supervisor's cell phone; (3) calls should not be made between the hours of 10:00 p.m. and 6:30 a.m.; (4) if the Supervisor cannot be reached via their cell phone, a second call should be to the Maintenance facility or the POTW facility. You must ask to speak with a Supervisor only; (5) if no answer on any phone (facility phones or cell phones) you must leave a voice-mail message on your Supervisor's cell phone with a number where you can be reached. In the event the illness or disability extends beyond the first workday, the employee and the employee's immediate Supervisor shall make arrangements as to the frequency of the continued notification by the employee of the illness or disability.
- D. Records of sick leave accumulated and taken shall be furnished upon request to each employee.
- E. Abuse of sick leave is cause for disciplinary action, including discharge.
- F. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- G. If the Employer has reason to believe that an employee is abusing sick time, the Employer may require the employee to submit evidence to verify illness which could include a doctor's verification, and the employee shall submit such evidence. The above includes, but is not limited to, a pattern of sick leave use. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.
- H. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or medical examination: (1) if it should appear that said employee is having difficulty performing his/her duties, or (2) on return from any kind of leave of absence such as sick leave or layoff. The physical or medical examination shall

be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance.

- I. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.
- J. Employees who have accumulated over eight hundred (800) hours of sick leave may convert any such leave over eight hundred (800) hours to vacation at a rate of one (1) vacation day (eight [8] hours) for two (2) sick leave days (sixteen [16] hours) up to a maximum of forty (40) hours of vacation per year. Employees can make the conversion only at the end of June and December of each year.
- K. Accumulated sick leave and sick leave earned shall be calculated to the nearest 1/10<sup>th</sup> of one (1) hour.

## Section 2. Bereavement Leave.

- A. Each regular full-time employee is granted up to three (3) working days off with pay per instance upon death of an immediate family member of an employee. "Immediate family" is defined as spouse, children, parents, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-children, step-brother, step-sister, or step-parents. These days off must be taken within the immediate proximity of the death.
- B. Employees may be granted time off without pay to attend the funeral of non-family members upon approval of their immediate Supervisor.
- C. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew or niece, to be charged against sick leave.
- D. If an employee must travel to attend a funeral, the employee shall notify the Department Head who may allow additional time to the employee, to be taken from sick leave.

Section 3. Personal Leave Days. Each regular full-time employee is allowed 24 hours of three (3) personal leave days per calendar year which is charged to the employee's individual single sick-leave bank.

A. Requests for use of personal leave shall be made in writing no later than Thursday at 4:00 p.m. for any day the following week, except in the case of an emergency or

unforeseen circumstances. Requests shall be submitted to the employee's immediate Supervisor with approval at the sole discretion of the Department Head.

B. New employees hired shall not be entitled to use personal leave until they have completed ninety (90) days of full-time service with the Township, after which, they are entitled to use personal leave on a prorated schedule for the first year as follows:

January 1 through April 30 hire date - 24 hours  
May 1 through August 31 hire date - 16 hours  
September 1 through December 31 hire date – 8 hours

C. Upon voluntary resignation from employment, use of personal leave may not be utilized during the ten (10) day time period that notice is given.

D. Unused personal leave shall ~~days are~~ not be accumulated from year to year.

## **ARTICLE 17** **HOLIDAYS**

Section 1. Regular full-time employees shall be granted the following twelve (12) paid holidays:

- |    |                      |     |                                   |
|----|----------------------|-----|-----------------------------------|
| 1. | New Year's Day       | 7.  | Martin Luther King, Jr. Day       |
| 2. | President's Day      | 8.  | Veterans Day                      |
| 3. | Good Friday          | 9.  | Thanksgiving Day                  |
| 4. | Memorial Day         | 10. | Friday following Thanksgiving Day |
| 5. | July 4 <sup>th</sup> | 11. | Christmas Eve Day                 |
| 6. | Labor Day            | 12. | Christmas Day                     |

The specific calendar days to be observed as the holiday shall be determined on an annual basis as approved by the Township Board.

Section 2. Eligible employees required to work on any of the above-named observed holidays shall receive time and one-half (1 ½) for hours worked in addition to their regular holiday pay.

Section 3. In the event an eligible employee is on vacation on any of the above-named observed holidays, the day shall not be deducted from vacation accumulation, but shall be treated as a holiday. In the event the eligible employee is on sick leave on any of the above-named observed holidays, the employee shall not have that day charged against their allowable sick leave.

Section 4. In the event the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event the scheduled holiday falls on a Sunday, the employee shall have the Monday following the holiday off with pay.

Section 5. The employee must have worked his/her last scheduled workday prior to the holiday and his/her first scheduled workday after the holiday to be eligible for holiday pay, except in the instance where the absence of the employee is excused by the employee's Supervisor.

Section 6. Regular part-time employees will be eligible for prorated holiday pay, provided the employee has worked or been paid for five hundred twenty (520) hours for a six (6) month period before the holiday. An employee will not be eligible for holiday pay if he or she is entitled to no other pay for the two (2) week period in which the holiday occurs. The calculation for holiday pay will be based on the average hours per day worked or paid in the first thirteen (13) pay periods of the calendar year or the last thirteen (13) pay periods of the calendar year preceding the holiday.

Section 7. Employee eligibility for holiday pay is also subject to the following conditions and qualifications:

- A. An employee who is scheduled to work on a holiday, but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- B. The employee must not be on a leave of absence, layoff, or disciplinary suspension.

**ARTICLE 18**  
**VACATIONS**

Section 1. All regular full-time employees shall earn vacation credits according to the following schedule based on the last twelve (12) month period of Employer-compensated employment: (Vacation earned is calculated to the nearest one-tenth (1/10<sup>th</sup>) of one (1) hour.)\*

0 - 2 years of employment	3.1 hrs. per pay period
2 - 3 years of employment	3.7 hrs. per pay period
3 - 4 years of employment	4.0 hrs. per pay period
4 - 5 years of employment	4.3 hrs. per pay period
5 - 9 years of employment	4.6 hrs. per pay period
9 - 10 years of employment	4.9 hrs. per pay period
10 - 15 years of employment	5.6 hrs. per pay period
15 years of employment	6.2 hrs. per pay period
20 years and over	6.8 hrs. per pay period

\*Vacation allotment schedule becomes effective the pay period following the employee's anniversary date of employment.

New Section. New employees hired shall accrue vacation credits as all other full-time employees according to the schedule outlined in Section 1 above, however, these employees are not eligible to use these accrued vacation credits during the first 90 days of full-time employment.

Section 2. Vacation requests are scheduled through the employee's immediate Supervisor with approval at the sole discretion of the Department Head. An employee shall indicate their preference in writing no later than Thursday at 4:00 p.m. for any day the following week, except in the case of an emergency. Under special circumstances, the Department Head may allow an employee to utilize vacation time for absences requested after Thursday for any day the following week due to unforeseen situations. Time off requests of one (1) full week or more shall be submitted a minimum of one (1) week in advance. The Employer will make every reasonable attempt to accommodate requests for time off provided that the employee will have sufficient vacation hours accrued by the date that it is used. In the event requests are made on the same day, preference shall be given to the request of the employee with the greatest seniority. In the event more than one (1) employee has requested the same vacation period, and the Employer is unable to grant all of the requests, the requests shall be approved based upon the order in which said requests were made. Any denial shall be in writing.

Section 3. Employees on a leave of absence shall not earn or accrue vacation.

Section 4. Absence on account of sickness, illness, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against vacation allowance.

Section 5. Records of employee vacation eligibility and vacation days earned and used are available to the employee.

Section 6. In the event of the death of an employee, any earned vacation time shall be paid to the employee's designated beneficiary.

Section 7. Vacation can only be accumulated to a maximum of thirty (30) days (240 hours) on December 31<sup>st</sup> of any given year with one (1) exception. On December 31<sup>st</sup> of any given year, an employee may defer up to ten (10) days (eighty [80] hours) of their earned vacation credits into the following calendar year as long as a minimum of eight (8) days have been used sometime throughout the current year. An employee is eligible to defer earned vacation credits once every two (2) years; otherwise any time accumulated over thirty (30) days shall be forfeited.

Section 8. Employees terminating employment shall be paid their earned, unused vacation hours accrued to the date of termination, at their current hourly rate of pay, not to exceed two hundred forty (240) hours, provided that they have completed at least one (1) year of employment. Employees who have not completed one (1) year of employment, from their date of full-time hire, shall not be entitled to unused vacation credits. [Employees who fail to provide written notice of resignation as provided in Article 19, shall not be entitled to unused vacation credits.](#)

**ARTICLE 19**  
**HEALTH AND DENTAL INSURANCE**

Section 1. Insurance Benefits. Eligible full-time employees are provided with hospitalization and medical insurance coverage the same as non-union employees. Such coverage may be changed from time to time by the Employer. The effective date of coverage is the first day of the month following the date of full-time employment. Eligible full-time employees are provided with dental insurance coverage the same as non-union employees. Such coverage may be changed from time to time by the Employer. The effective date of coverage is the first day of the month following thirty (30) days of continuous full-time employment.

Section 2. Payment in Lieu of Coverage.

- A. Eligible employees who have a spouse or parent working for the Employer who are also eligible for health and dental insurance shall not receive double health and dental insurance coverage under such circumstances. Such employees shall receive payment in lieu of coverage as outlined in paragraph B below.
- B. Eligible employees who have health and/or dental insurance available through their spouse or parent shall have the option to decline Township health and/or dental insurance coverage and receive payment in lieu of coverage. If the employee elects payment in lieu of coverage, the employee shall receive a flat rate of \$350 per month for health care and \$35 per month for dental~~one-third (1/3) of the premium being paid by the Employer for the employee's coverage (i.e., full-family, 2-party, single-subscriber), at the time of the cash election.~~ Payment in lieu of coverage will be paid on~~can be made on a monthly basis, if adequate prior notice is given to the Employer, with~~ the first payroll of each~~the~~ month (following last month of coverage)~~., or on an annual basis at the end of each calendar year.~~ Employees can exercise this option only once per calendar year. Payment in lieu of coverage is fully taxable to the employee electing said payment. Any employee electing not to take health insurance and/or dental insurance shall sign an Employer-provided waiver and shall be subject to any re-enrollment or other requirements imposed by the insurance carrier.

**ARTICLE 20**  
**RESIGNATION**

Any employee desiring to resign from their employment with the Employer shall file a letter of resignation with the Assistant Township Manager of Human Resources at least ten (10) working days prior to the effective date of such resignation. Failure to provide that notice shall result in loss of payment for accrued sick leave and/or vacation leave which the employee would have otherwise been entitled to upon separation of employment.

**ARTICLE 21**  
**PAYROLL**

The Employer provides, at the employee's request, direct deposit services of the employee's payroll check within the current capability of the payroll processing system.

**ARTICLE 22**  
**EDUCATION REIMBURSEMENT**

Section 1. General. Full-time employees who desire to continue their education through courses which are not a requirement of their position with the Employer are eligible for education reimbursement provided courses taken will maintain or improve the employee's skills as it relates to his/her employment with the Employer. Said courses shall be taken on the employee's off-duty time at the employee's expense. Reimbursement shall be considered under the following conditions:

Section 2. Authorization. All requests for education reimbursement must be approved by the Department Head and the Township Manager and are subject to the following:

- A. Requests must be approved prior to the commencement of the course(s).
- B. It must be shown that the course is job related and will benefit the employee's employment with the Employer.
- C. Requests must include:
  - 1. the name of the college or university you will be attending;
  - 2. the starting and ending date of the course;
  - 3. the cost of tuition; and
  - 4. a description of the course.

Section 3. Reimbursement. Reimbursement for eligible courses approved as outlined in Section 1 above is limited to a maximum of one thousand dollars (\$1,000) per calendar year and is subject to the following:

- A. Reimbursement shall be limited to the cost of tuition and books only.
- B. All original receipt(s) must be submitted for the actual cost of tuition and books for which reimbursement is being requested.
- C. Reimbursement shall be made only after proof of successful completion of the course.
- D. Reimbursement shall be approved by the Township Manager.

Section 4. If the Employer reimburses an employee for continuing education and the employee either resigns or his/her employment is terminated, the employee shall reimburse the Employer by payroll deduction or from other monies owned the employee by the Employer or by other means, from the date of payment of school fees by the Employer per the following;

- A. If employment is terminated within one (1) year of the completion of a course, the employee shall reimburse the Employer one hundred percent (100%) of the costs.
- B. If employment is terminated within two (2) years of the completion of a course, the employee shall reimburse the Employer fifty percent (50%) of the costs.

### **ARTICLE 23** **MILEAGE**

Employees, who are required by the Employer to use their personal vehicles during the course of employment for carrying out their job responsibilities for the Employer, shall be reimbursed at the current IRS rate per mile, which rate shall not be made retroactive in the event the IRS changes the rate retroactively.

### **ARTICLE 24** **PENSION PLAN**

Each eligible regular full-time employee covered by this Agreement shall be provided with a defined contribution pension plan. The Employer will contribute to the plan an amount equal to ten percent (10%) of the employee's basic annual earnings based upon two thousand eighty (2,080) hours paid at the employee's hourly rate. Basic annual earnings do not include overtime, mileage, certification, on-call, cash in lieu of benefits, or amounts earned prior to the date of commencement of participation in the plan. Eligible employees must have two (2) years of full-time service to be one hundred percent (100%) vested. The effective date of eligibility is the first day of the month following ninety (90) days of continuous full-time employment.

### **ARTICLE 25** **WORKSHOPS AND SEMINARS**

#### Section 1.

The following shall apply to all claims for reimbursement of expenses for attending workshops and seminars on behalf of the Employer.

- A. Attendance at a workshop or seminar must have the prior approval of the Department Head and the Township Manager.
- B. Travel by private automobile is reimbursed at the current IRS rate per mile.

- C. If transportation is by an Employer-owned vehicle, mileage does not apply. Actual expenses of the vehicle will be paid by the Employer upon tender of the receipts.
- D. If travel is by common carrier, fare will be reimbursed if receipts have been retained and submitted with the expense voucher.
- E. Reimbursement for meals will be allowed while traveling to and from and at the place of the workshop or seminar, at thirty dollars (\$30) per day plus fifteen percent (15%) of the actual receipts for tips.
- F. When a member of the employee's family, *i.e.*, wife, husband, son, or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed provided, however, that receipts have been retained and submitted with the expense voucher.
- G. Tolls, telephone, and telegraph expenses will be reimbursed when it is necessary as part of the trip on behalf of the Employer; taxi fare is reimbursable only if the trip was made by a common carrier.
- H. Parking fees during the workshop or seminar will be reimbursed if receipts are retained and submitted with an expense voucher.
- I. An expense voucher shall be submitted within thirty (30) days following the workshop or seminar attended by the employee.
- J. The following items will not be reimbursed under any circumstances:
  - 1. Travel insurance;
  - 2. Laundry or dry cleaning;
  - 3. Hospitality or entertainment expenses.
- K. Employer-owned motor vehicles shall be used for Employer purposes only. No unauthorized persons shall be allowed to ride in Employer vehicles at any time except on the authorization of the Township Manager. Any violation may result in disciplinary action against the employee.

Advance Payment. Employees may receive a travel advance prior to their traveling on Employer business. The advancement must be approved by the Department Head and the Township Manager under the following provisions:

- A. The request for advance payment must be in writing on a form provided and received by the Township Manager at least five (5) days prior to issuance date desired.
- B. A complete expense report shall be made by the employee to the Township Manager within thirty (30) calendar days after his/her return.

- C. Receipts for hotel bills, registration fees, meals, plane, railroad, or bus tickets must be filed with the report.

Section 2. An employee will not be required to attend any seminar or workshop while on-call, unless the employee wishes the Employer to secure coverage.

## **ARTICLE 26** **RETIREMENT BENEFITS**

Section 1. Eligible full-time employees will be provided with retirement benefits the same as eligible non-union employees (current plan attached hereto as Appendix A). Retirement benefits may be changed from time to time by the Employer.

## **ARTICLE 27** **JURY DUTY**

The Employer will pay an employee called for jury duty his/her regular straight time rate which that employee would earn if working. Any earnings, not including reimbursed expenses, received from the court shall be turned in to the Employer. An employee excused from jury duty or examination with at least one and one-half (1 ½) hours remaining in their work schedule on any workday shall report to work for the balance of the day. In order to receive regular wages for time spent on jury duty, the employee shall: (a) provide the Employer with prior notice that the employee has been summoned for jury duty, (b) furnish satisfactory evidence that he/she reported for or actually performed jury duty on the days for which payment is claimed, and (c) present to the Employer payments received for such jury duty.

## **ARTICLE 28** **SAVINGS**

Section 1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or any court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or Section.

## **ARTICLE 29** **SUPPLEMENTARY EMPLOYMENT**

Part-time supplemental employment is permitted under the following conditions:

That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict with the satisfactory and impartial performance of his/her duties. The employee shall inform the Assistant Township Manager of Human Resources of their supplemental employment.

**ARTICLE 30**  
**PART-TIME EMPLOYEE BENEFITS**

- A. Part-time employees receive wages only, and shall not be entitled to fringe benefits as stated in this Agreement, except as specifically provided.
- B. For the purposes of computing fringe benefits such as vacation, sick leave, retirement, etc., part-time service prior to full-time employment is not counted either towards eligibility or placement in the various schedules.

**ARTICLE 31**  
**WORKERS' COMPENSATION INSURANCE**

Employees are covered by workers' compensation insurance. When an injury occurs in the line of duty, the employee must report such injury immediately to their immediate Supervisor. Employees are required to observe safe working practices. Evidence of unsafe working practices by an employee will subject that employee to disciplinary action. While an employee is being paid workers' compensation for injuries received while working for the Employer, he/she shall be allowed to use his/her accrued sick time to supplement workers' compensation for up to the employee's full pay, and his/her health insurance premiums shall be paid for by the Employer for up to eight (8) months. No other fringe benefits shall be paid or accrue during such time.

**ARTICLE 32**  
**SALARY INCREASES**

- A. Employees are eligible for step increases commensurate with their "anniversary date" after working two thousand eighty (2,080) hours.
- B. Step increase progression is effective the first day of the pay period following the employee's "anniversary date."
- C. Employees who are promoted shall receive a wage which results in a minimum of a five percent (5%) pay increase that is within the range limits of the applicable pay grade.
- D. "Anniversary date" shall be either the date of hire or promotion, and that date is the potential time that employees are eligible to advance to the next step in his/her current pay grade.

**ARTICLE 33**  
**TELEPHONE USE AND CHANGE OF NAME OR ADDRESS**

Section 1. Telephone Calls. Use of Employer telephones is not permitted for long-distance personal calls without documentation of such calls and reimbursement to the Employer for the cost of such calls. All personal calls shall be kept to a minimum.

Use of personal cell phones shall be permitted on the jobsite during the employee's working hours provided that all calls are kept to a minimum and do not interfere with the safety or work being performed. If the Employer suspects abuse of personal phone calls, the employee may elect to provide evidence to the contrary in their defense.

Section 2. Change of Name, Address, or Telephone Numbers. Any changes to an employee's name, address, or telephone number shall be reported to the Assistant Township Manager of Human Resources as soon as it is known.

**ARTICLE 34**  
**PROBATIONARY PERIOD**

All employees shall be on probation for the first twelve (12) months of full-time employment from their full-time date of hire. Absences from work shall extend the probationary period accordingly.

During the probationary period, new employees hired may be terminated without recourse and shall not be entitled to the benefits of the grievance procedure. These probationary employees are employees at-will whose employment may be terminated for any reason or for no reason.

Employees who are promoted shall be probationary employees for the first twelve (12) months of employment in that position. During this period either the employee or the Department Head may determine that the employee is not suited for the position. If this is determined, the employee will return to the position held prior to the promotion and the last person hired may be laid off. Employees who become certified by the State of Michigan Department of Environmental Quality (DEQ) as a Sewage Treatment Works Operator and move from one pay grade to a higher level pay grade due to said certification shall not be considered promoted for purposes of this Article.

Part-time employees shall be on probation for the first two thousand eighty (2,080) hours worked from their date of hire. For purposes of this Section, all hours paid shall be considered hours worked.

**ARTICLE 35**  
**TOWNSHIP EQUIPMENT**

Section 1. Borrowing of Employer Equipment. Any equipment owned by the Employer shall not be loaned or rented to any persons.

Section 2. Care and Control of Property. Every employee is individually charged with the responsibility for the proper care and use of Employer property and equipment and is accountable for that which is issued to him/her. An employee may be held personally responsible for any damage to or loss of Employer property or equipment resulting from his/her carelessness or negligence. Employees shall report to their immediate Supervisor any damage to or loss of Employer property. In case of damage to an Employer-owned motor vehicle, the employee reporting the damage shall secure a copy of the police report, if reported to any police department, and attach the police report to the report submitted to their Supervisor.

Section 3. Loss of or Damage to Equipment or Property. It shall be deemed neglect of duty on the part of any employee to carelessly lose or damage any Employer equipment or property or to fail to report such loss.

Section 4. Uniforms. The Employer shall provide each employee with uniforms provided by a uniform company at the discretion of the Employer. Uniforms will be kept at the employee's designated facility. All laundering of specific uniforms will be provided by the uniform company. Soiled laundry shall be placed in an approved container provided by the uniform company. Uniforms shall be worn by the employee daily in the performance of their job duties. Any damage or repairs needed to uniforms shall be reported, tagged, and bagged separately prior to turning in to uniform company for repair, as per uniform company's policy. No other patches, pins, or other adornments shall be allowed without prior approval of the Employer. Uniforms shall only be worn during any hours working for the Township, including paid or unpaid lunch times.

Additionally, the Employer will provide Carharts (bib overalls, coat/jacket), hats, gloves, rain gear, and safety boots to each employee and replace as needed due to wear.

Section 5. Safety Equipment. When the Employer requires the wearing or using of safety equipment for employees, such as safety glasses, and any other protective clothing, etc., the Employer will pay the full cost of such required equipment, and the employees shall be required to either wear or use such equipment during their working hours. ~~provided, however, that~~ Prescription safety glasses (both frames and lenses) shall be provided not more than every two (2) years under normal wear. Upon demonstration of abuse or intentional destruction of such equipment, replacement thereof shall be at the employee's sole expense.

**ARTICLE 36**  
**POLITICAL ACTIVITY IN THE WORKPLACE**

No political activity, including the signing of petitions, shall be permitted in the workplace, which shall be deemed to be any place during the normal workday where an employee is engaged in the discharge of his/her duties on behalf of the Employer.

**ARTICLE 37**  
**GENDER**

The use of the male gender herein shall include the female and vice-versa unless otherwise specifically stated.

**ARTICLE 38**  
**GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a complaint of an employee which involves the interpretation, application of, or compliance with specific provisions of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation including time and date and shall state the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known or should reasonably have been known by the employee. Any claim not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

This is not meant to replace ongoing communication between management and employees. It is the desire of the parties that all disputes or complaints by employees be resolved, if possible, between the employee and the employee's immediate Supervisor before resorting to a grievance proceeding.

Section 2. The affected employee and the Union having a grievance shall present it according to the following procedure and as provided in Section 1.

Step 1. The grievance shall be submitted in writing and signed by the affected employee and the Union and presented to their Department Head within five (5) working days as provided in Section 1. The Department Head will meet with the affected employee and the Union to discuss the grievance within five (5) working days of receipt of the grievance and shall respond to the grievance within five (5) working days after the meeting. The employee shall suffer no loss of pay for the time spent with the Department Head to discuss the grievance. The Department Head does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Department Head shall not act as precedent.

Step 2. If the answer of the Department Head received in Step 1 is not satisfactory to the affected employee and the Union, the affected employee and the Union shall, within five (5) working days of receiving

the response in Step 1, submit the grievance in writing to the Assistant Township Manager of Human Resources. The Assistant Township Manager of Human Resources may arrange for a meeting with the affected employee, the Union, the Department Head, and other necessary parties to discuss the grievance. The Assistant Township Manager of Human Resources shall submit an answer in writing within five (5) working days after receipt of the grievance or the meeting, whichever is appropriate. The Assistant Township Manager of Human Resources does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Assistant Township Manager of Human Resources shall not act as precedent.

Step 3. If the answer of the Assistant Township Manager of Human Resources received in Step 2 is not satisfactory to the affected employee and the Union, the affected employee and the Union, within five (5) working days thereafter, shall submit in writing to the Township Manager, a notice of appeal of the grievance.

Step 4. The Township Manager may arrange for a meeting with the affected employee, the Union, the Assistant Township Manager of Human Resources and the Department Head, and any other necessary parties to discuss the grievance. The Township Manager shall submit an answer in writing within five (5) working days after receipt of the grievance or the meeting, whichever is appropriate. The Township Manager does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Township Manager shall not act as precedent.

Step 5. In the event the decision of the Township Manager is unsuccessful in facilitating a settlement of the dispute(s), the parties may mutually agree to proceed to mediation by contacting the Michigan Employment Relations Commission and requesting that a state mediator be assigned to assist them in settlement of the dispute. In the event mediation is unsuccessful in facilitating a settlement of the dispute(s), the Union may file a demand to arbitrate the grievance within fifteen (15) days following the conclusion of mediation. If the parties do not agree to proceed to mediation, the Union may file a demand to arbitrate the grievance within fifteen (15) days following the date of the Township Manager's decision.

Step 6. Arbitration. Grievances may be submitted to arbitration in accordance with the following:

- A. The Union shall file a demand to arbitrate a grievance with the American Arbitration Association in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator.

- B. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be without power or authority to add to, subtract from, or modify the terms of this Agreement in any respect, or establish or modify wage rates.
- C. The arbitrator shall give full recognition to the doctrine of residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue, which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation shall not be retroactive prior to the time the grievance was first submitted in writing. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.
- D. Fees and expenses of the arbitrator shall be borne equally between the Employer and the Union. The Employer, upon request, shall make employees who are on duty available as witnesses.

### Section 3.

- A. The time limits stated in the grievance procedure may be extended by mutual written agreement of the parties.
- B. The failure of the Employer to communicate its decision to the affected employee and the Union within the specified time limits shall be considered a denial of the grievance and permit the affected employee and the Union to proceed to the next step in the Grievance Procedure. Any grievance not appealed by the affected employee and the Union from a decision in one of the steps to the next step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual written agreement.
- C. All dispositions of written grievances shall be made in writing.

Section 4. For the purpose of the grievance procedure, a "day" shall mean a working day ending at 5:00 p.m. and shall not include Saturday, Sunday, or holidays and shall not include the day on which the grievance is presented or appealed by the affected employee and the Union or is returned by the Township.

Section 5. Election of Remedies. When remedies are available for any grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor

hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 39**  
**TIME OFF**

Every reasonable attempt will be made by the Employer to accommodate an employee's request for time off. Minimum staffing levels will be considered in approving time off requests during the July 4<sup>th</sup> holiday and opening deer hunting season. However, Approval of time off shall be at the Employer's sole discretion.

**ARTICLE 40**  
**JOB ANALYSIS AND CLASSIFICATION REVIEW**

Eligible employees will be provided with opportunities for review of individual job descriptions and classifications the same as non-union employees. The Employer's policy on the job analysis and classification review process may be changed from time to time by the Employer.

**ARTICLE 41**  
**WAGES**

Section 1. Wages. Wages shall be paid according to the "2013 Employee Compensation Schedule," effective January 1, 2013, attached hereto as Appendix B.

Section 2. Pay Grades. Employees covered by this Agreement shall be placed on the Employee Compensation Schedule as follows:

Construction and Technology Coordinator	Pay Grade 8
Environmental Coordinator:	Pay Grade <del>7</del> 6
Maintenance Mechanic Level I:	Pay Grade 5
Maintenance Mechanic Level II:	Pay Grade 6
Plant Operator I:	Pay Grade 5
Plant Operator II:	Pay Grade 6
Plant Operator III:	Pay Grade 7
POTW Plant Maintenance Mechanic:	Pay Grade 6

Section 3. Cost of Living Increases. Cost of Living increases will only be applied to wages each year as approved by the Employer, if applicable, as it applies to all other full-time and regular part-time employees of the Employer.

**ARTICLE 42**  
**CERTIFICATION**

- A. Plant Operator Certification. Any Plant Operator covered by this Agreement who becomes certified by the State of Michigan Department of Environmental Quality (DEQ) as a Sewage Treatment Works Operator shall be eligible for a wage increase from one pay grade to a higher level pay grade subject to the following requirements, and shall be effective with the first payroll in September in any given year following eligibility:

Plant Operator I - No certification required.

(Pay Grade 5)

Plant Operator II - Certified as a MDEQ Class "D" Operator and two (2) years of experience as a Plant Operator I.

(Pay Grade 6)

Plant Operator III - Certified as a MDEQ Class "B" Operator and two (2) years of experience as a Plant Operator II.

(Pay Grade 7)

- B. Maintenance Mechanic Certification. Any Maintenance Mechanic I covered by this Agreement who becomes certified by either the Michigan Water Environment Association (MWEA) in Collection System Maintenance Grade I, Plant Maintenance Technologist Grade 1 or the State of Michigan Department of Environmental Quality (MDEQ) as a Sewage Treatment Works Operator Class "D" shall move to a Maintenance Mechanic II position, which shall be effective with the first payroll in September in any given year following eligibility and shall be added to the on-call rotation effective January 1 of the following year. Maintenance Mechanic I or II positions assigned to the Wastewater Treatment Plant shall not be included in the on-call rotation.

Any employee who currently meets the eligibility requirements to move to a Maintenance Mechanic II position as stated above, shall be moved to the appropriate pay grade for a Maintenance Mechanic II, effective upon ratification and approval of this Agreement.

- C. Any employee covered by this Agreement who becomes certified by the MDEQ or the MWEA as itemized below ~~as a Sewage Treatment Works Operator~~ and does not otherwise qualify for placement in any of the categories listed under A or B above, shall be eligible for an annual payment from the Employer for such certification according to the following schedule and shall be made on the first payroll in September of each year following eligibility.

MDEQ Plant Operator Certification – Classification A	-	\$400
MDEQ Plant Operator Certification - Classification B	-	\$300
MDEQ Plant Operator Certification - Classification C	-	\$200
MDEQ Plant Operator Certification - Classification D	-	\$100

MWEA Grade 1 Collection System Maintenance Certification - \$100

MWEA Grade 1 Plant Maintenance Technologist Certification - \$100

D. In no case shall payment be made by the Employer under multiple~~both~~ categories listed under Sections A, ~~and~~ B, and C. above for the same certification.

E. Employees receiving certification in any of the above categories are required to maintain ongoing educational credits in order to maintain their certification.

F. The Employer will pay for the first certification exam for each classification identified above. If the employee fails the exam, the cost for subsequent exams shall be borne by the employee.

G. The Employer will assist the employees by providing information regarding the above certifications if known by the Employer.

### **ARTICLE 43** **WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will, henceforward, govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

NEW ARTICLE

Employees covered by this Collective Bargaining Agreement shall refer to Delhi Township's Personnel Manual for policies and procedures which are not specifically addressed by this Collective Bargaining Agreement. The guidelines, rules, regulations or materials found in the Personnel Manual are intended to inform what is expected of employees and what employees can expect from Delhi Charter Township.

The terms and conditions of the manual are not intended to and do not establish or create any contractual obligation, express or implied, or any other obligation on either Delhi Township's part or the part of the employees to maintain employment for any period of time. If any such obligation exists, it is based solely on the terms of the Collective Bargaining Agreement governing the terms of employment.

Although the contents of the Personnel Manual are intended to cover the concerns and eventualities which might arise with an employee, those guidelines cannot anticipate every situation or answer every question concerning employment. Employees are encouraged at any time to ask questions about any guidelines, rules, policies or regulations and to consult with the Assistant Township Manager of Human Resources for a clearer understanding of the same.

Delhi Charter Township reserves the right to change or revise the Personnel Manual with or without notice, at any time if necessary.

**DELHI CHARTER TOWNSHIP**

**INGHAM COUNTY EMPLOYEES  
ASSOCIATION/PUBLIC EMPLOYEES  
REPRESENTATIVE ASSOCIATION,  
LOCAL 1107**

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Joseph Keeley, President

\_\_\_\_\_  
John Elsinga, Township Manager

\_\_\_\_\_  
Ryan Ackels, Vice President

\_\_\_\_\_  
Wendy Thielen  
Assistant Township Manager-HR

\_\_\_\_\_  
Nicholas Neeb, Vice President

\_\_\_\_\_  
Corey Smith, Secretary

**RETIREMENT INSURANCE BENEFITS PLAN**

**ARTICLE I**  
**HEALTH CARE BENEFITS**

Section 1. Plan Participants.

Full-time employees of Delhi Charter Township are eligible to receive retiree health care benefits.

Section 2. Normal Retirement Eligibility.

Normal retirement eligibility requirements for retiree health care benefits are as follows:

- A. Full-time employees hired prior to January 1, 2010;  
Any combination of age and years of service, totaling eighty (80) points
- B. Full-time employees hired prior to January 1, 2000;  
Any combination of age and years of service, totaling eighty (80) points, or  
Sixty-one (61) years of age and fifteen (15) years of service, or  
Sixty-two (62) years of age and ten (10) years of service
- C. Employer paid benefits at 100%.
- D. Full-time employees hired on or after January 1, 2010 are not eligible to receive retiree health care benefits under this Plan. Employees will be enrolled in a Retirement Health Savings (RHS) Plan (Plan #803105) through the ICMA Retirement Corporation.

Section 3. Early Retirement Eligibility.

Early retirement eligibility requirements for retiree health care benefits are as follows:

- A. Full-time employees hired prior to January 1, 2010 and retiring on or before December 31, 2010;

Any combination of age and years of service, totaling seventy (70) through seventy-nine (79) points, prorated as follows:

(79) – (78) Points – Employer paid benefits at 95%.

(77) – (76) Points – Employer paid benefits at 90%.

(75) – (74) Points – Employer paid benefits at 85%.

(73) – (72) Points – Employer paid benefits at 80%.

(71) – (70) Points – Employer paid benefits at 75%.

#### Section 4. Spousal Benefits.

Spouses of retired employees are eligible to receive retiree health care benefits the same as normal or early retirement eligibility conditions provided the retired employee's date of hire is on or before December 31, 2002.

#### Section 5. Benefits After the Death of the Participant.

In the event of a participant's death, either retired or otherwise eligible to retire under the conditions set forth in Section 2 or Section 3, the surviving spouse and/or surviving eligible dependents of the deceased participant are eligible to receive retiree health care benefits if otherwise qualified as set forth in Section 4.

#### Section 6. Health Care Benefit.

The retiree (and spouse, if applicable) health care benefit shall be comparable to that provided to active employees until age 65 provided that they reside within the eligible service area of the health insurance carrier that is then providing the Township group health insurance benefit and subject to the insurance policy limits and conditions and the terms set forth herein.

#### Section 7. Medicare Eligible Provisions.

Retirees are required to enroll in Medicare once eligible at age 65. Upon enrollment, the retiree health care benefit shall be supplemental to, and coordinated with, Medicare benefits. The retiree pays the Medicare premiums.

#### Section 8. Employer's Right to Amend.

The Employer reserves the right to amend the Plan at any time and from time to time, to modify or amend in whole or in part any or all of the provisions of the Plan.

Section 9. Payment of Premiums.

Monthly payments to the Township by the retiree for their share of the monthly premiums, as outlined under Early Retirement Eligibility in Section 3, shall be payable in advance and are due on the first day of each month. The retiree will have a maximum (30) day grace period following the due date in which to make these premium payments without penalty. If payment is not received within the (30) day grace period, a 10% late fee will be added to the monthly premium payment. The retiree will receive notification by certified mail of the total premium due along with notification that their health insurance coverage will be canceled if payment is not received within (60) days from the original due date. Partial payments will not be accepted. Once coverage is canceled, the retiree (and spouse or dependents if applicable) will not be reinstated until the annual open enrollment period of the health insurance plan that is then in effect. It is the retiree's responsibility to ensure that the monthly payment of these premiums is made when due as a monthly billing will not be sent.

**ARTICLE II**  
**TERM LIFE INSURANCE BENEFITS**

Upon retirement, all full-time employees retiring under normal or early retirement eligibility under this Plan or the RHS Plan, shall receive \$10,000 group term life insurance benefits.

Adopted by the Board on November 3, 1999, Effective January 1, 2000  
Amended March 19, 2002  
Amended December 15, 2009

# APPENDIX B

## DELHI CHARTER TOWNSHIP ICEA/PERA, LOCAL 1107

### 2013 EMPLOYEE COMPENSATION SCHEDULE EFFECTIVE JANUARY 1, 2013

#### HOURLY COMPENSATION \*\*

2013						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5		\$15.791	\$16.475	\$17.226	\$18.047	\$18.948
6		\$17.137	\$17.883	\$18.696	\$19.587	\$20.570
7		\$18.746	\$19.563	\$20.449	\$21.424	\$22.495
8		\$20.753	\$21.659	\$22.641	\$23.717	\$24.903

#### ANNUAL COMPENSATION\*\*\*

2013						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5		\$32,845.28	\$34,268.00	\$35,830.08	\$37,537.76	\$39,411.84
6		\$35,644.96	\$37,196.64	\$38,887.68	\$40,740.96	\$42,785.60
7		\$38,991.68	\$40,691.04	\$42,533.92	\$44,561.92	\$46,789.60
8		\$43,166.24	\$45,050.72	\$47,093.28	\$49,331.36	\$51,798.24

\*\* Includes a 0% cost of living increase

\*\*\* Based on 2,080 hours

Note: Step increase progression is effective the first day of the pay-period following the completion of 2,080 hours.

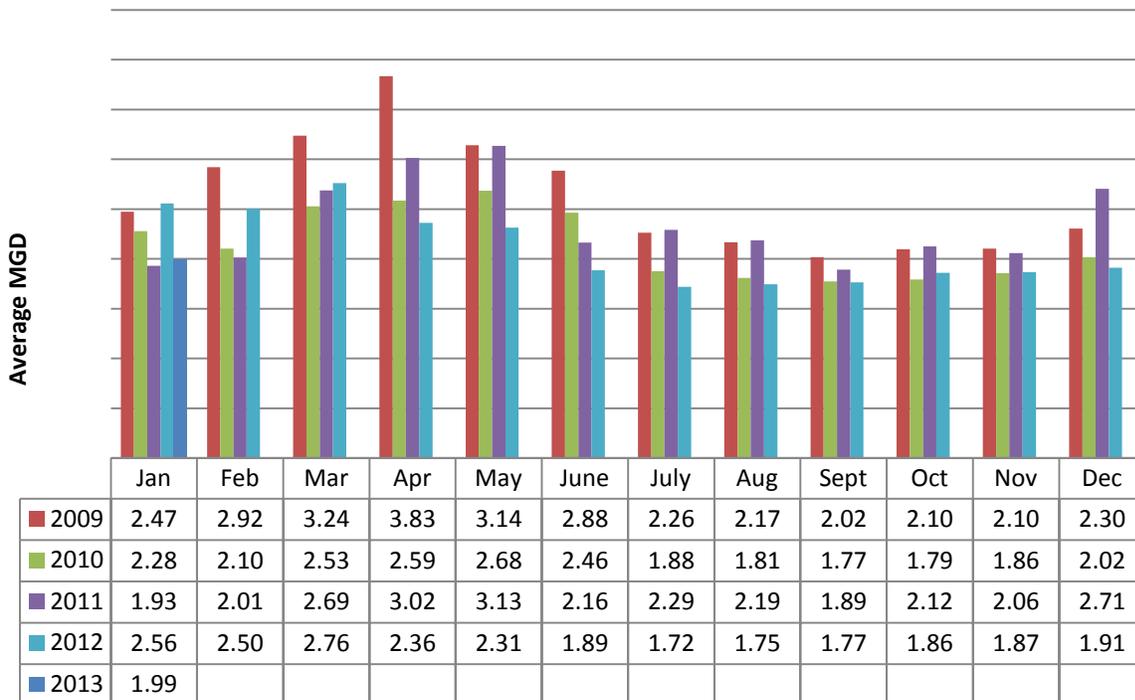


# DEPARTMENT OF PUBLIC SERVICES

## Monthly Report

### January 2013

#### Effluent Flow Data – (Average MGD)

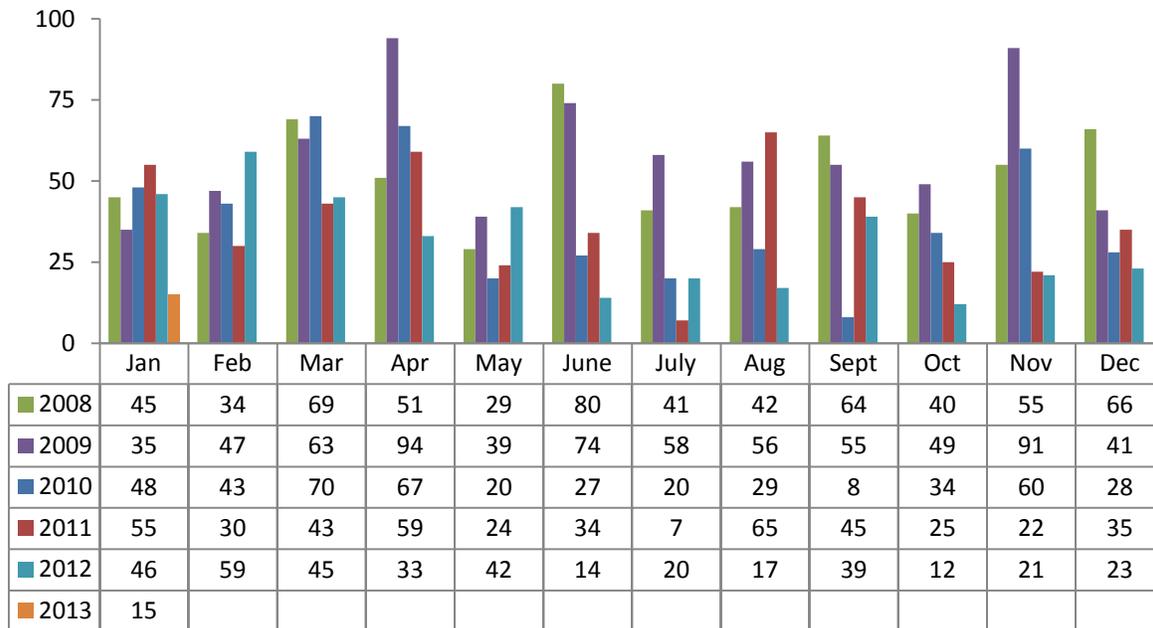


#### Laboratory Testing and Quality Control – Quality Assurance Program

Tests Run For		% Passing
Permit Compliance	243	
Process Control	1792	
Quality Control	73	99%
Check Samples	6	100%
DMRQA-Study 30 Proficiency		
Miscellaneous Sampling	8	
<b>Totals</b>	<b>2122</b>	<b>100%</b>

## Maintenance

### WORK ORDERS



*Note: Work order totals do not include monthly, weekly and daily preventive maintenance tasks. Work orders are down this month due to equipment start-up on construction project.*

- Removed all holiday decorations and lighting in township DDA areas
- Moved two (2) file cabinets to the DDA office
- Installed shelving in the DDA office closets
- Repaired lights at DDA
- Repaired several streetscape lights
- Installed parking blocks at the Farmer's Market
- Adjusted, checked and repaired all door closers at CSC/DDA
- Moved file boxes to basement for Clerk's office
- Installed two (2) new toilets at Capital Area District Library (CADL)
- Set up and tore down tables for CADL book sale
- Replaced timer on control panel for the fans in the Fire Department bay area
- Repaired Formica counter top in the Parks Department
- Removed pump #1 at Pine Tree lift station, repaired by contractor, and then reinstalled
- Replaced Unit #4 dome light
- Performed yearly cleaning of maintenance barn at Maple Ridge Cemetery
- Began servicing all summer equipment (mowers, weed whips, edgers, chain saws, etc.)
- Began populating the Facility Dude software for the Maintenance Edge Work Orders and Utility Tracking

## Training

Date	# of Employees Attended	Training Course Description
1/16/2013	5	Facility Dude Work Order Training Webinar
1/23/2013	5	Facility Dude Utility Tracking Training Webinar



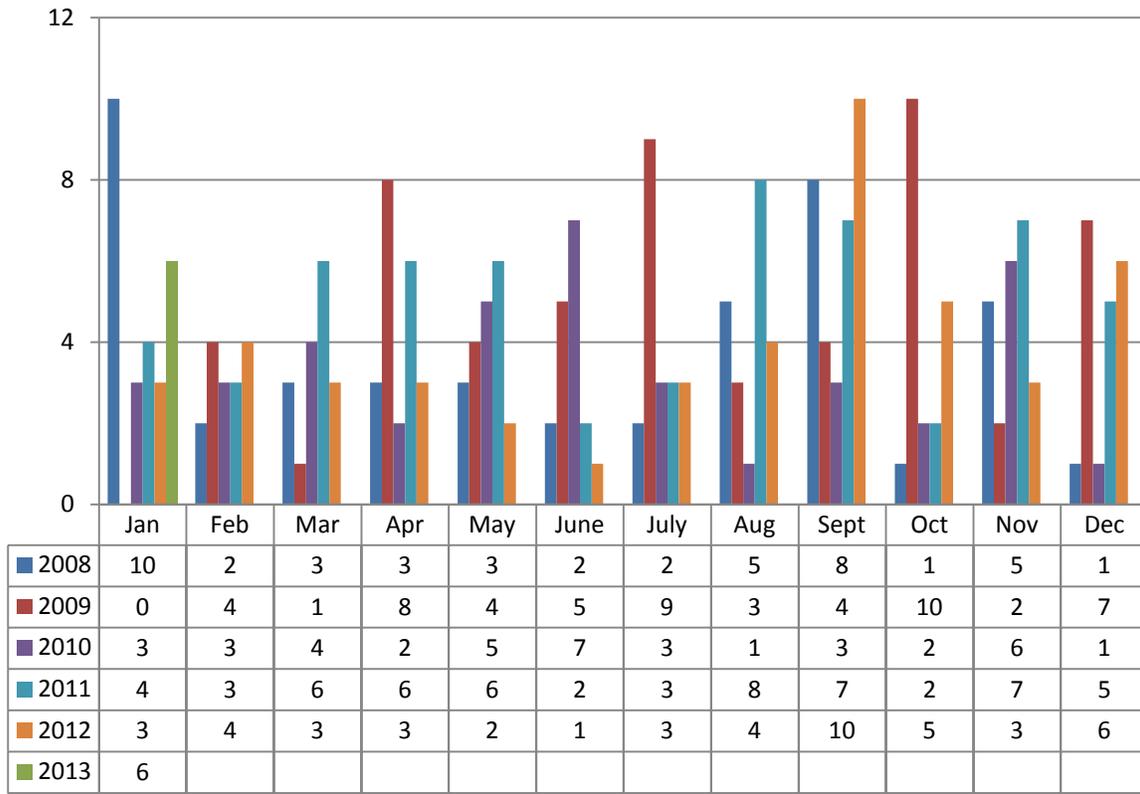






## Cemetery

### BURIALS



## Stormwater

The State of Michigan National Pollutant Discharge Elimination System Permit application for Discharge of Stormwater to Surface Waters from a Municipal Separate Storm Sewer System was completed and submitted to the Michigan Department of Environmental Quality. This application consisted of more than one hundred fifty pages and included several GIS maps.

## Community Outreach

The annual Christmas tree drop off was held from December 26, 2012 through January 25, 2013. Five hundred and one (501) trees were collected. They will be chipped and added to the compost pile at the POTW pond area.

For the month of January, Gill has been at the St. James Church in Mason.

## Construction Project

Both of the two new screens installed at the POTW headworks are now in service. The screen is collecting a lot of debris that previously floated in the primary clarifier and clogged the heat exchanger at the digester complex.

The old pumps at Lift Station D have been reworked with new parts.

Most of the site restoration at all three job locations are complete. Final punch lists are being completed.

## Industrial Pretreatment Program

January IPP Activities		
<b>Review/Approval</b>		
building plan review	1/4/2013	2457 Cedar, Famous Dave's
building plan review	1/9/2013	2457 Cedar, Famous Dave's
building plan approval	1/25/2013	1845 N Cedar, Block Imaging
<b>Inspections - Grease Traps</b>		
Compliant	01/29/13	7-11 1997 Aurelius
Compliant	01/29/13	Biggby Coffee - 2006 Cedar
Compliant	01/09/13	Buddies Grill - 2040 Aurelius
Compliant	01/30/13	Big Ten Holt - 2005 Eifert
Compliant	01/29/13	Burger King - 2464 Cedar
Compliant	01/30/13	Burger King - 2520 E. Jolly
Compliant	01/29/13	Champions - 2440 N. Cedar
Compliant	01/29/13	Chisholm Hills - 2395 Washington
Compliant	01/29/13	Coach's - 6201 Bishop
Offline	N/A	Coffee Barrel - 2237 Aurelius
Compliant	01/30/13	Cottage Inn Pizza - 1995 Cedar
Compliant	01/29/13	Delhi Café - 4625 Willoughby
Compliant	01/29/13	Fat Boys Pizza - 2040 Aurelius
Compliant	01/29/13	Eagles - 1111 N. Cedar
Compliant	01/30/13	Hometown Nutrition - 2380 N. Cedar Ste. 3
Compliant	01/29/13	Incu-Bake 1967 Aurelius
Compliant	01/30/13	IngCredible - 2454 S. Cedar
Compliant	01/29/13	Jade Garden - 1979 Aurelius
<b>Non Compliant</b>	01/29/13	Kroger - 2495 N. Cedar
Compliant	01/30/13	Little Caesar's - 2221 N. Cedar
Compliant	01/29/13	McDonald's 2775 Eaton Rapids Rd.
Compliant	01/30/13	McDonald's 2530 E. Jolly
Compliant	01/29/13	McDonald's 2400 N. Cedar
Compliant	01/29/13	Sam Corey Senior Center- 2108 N. Cedar
Compliant	01/29/13	Subway - 2765 Eaton Rapids Rd.
Compliant	01/30/13	Tacos E Mas - 1850 Cedar
Compliant	01/30/13	Tim Horton's - 2450 E. Jolly
<b>Non Compliant</b>	01/29/13	Tim Horton's - 2350 Cedar
Compliant	01/29/13	Wendy's - 2727 Eaton Rapids Rd.

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 5, 2013**

---

The Delhi Charter Township Board of Trustees met in a regular meeting on Tuesday, February 5, 2013 in the Multipurpose Room at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Supervisor Davis called the meeting to order at 7:35 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Members Present: Supervisor C.J. Davis, Clerk Evan Hope, Treasurer Roy Sweet, Trustees Jon Harmon, John Hayhoe, Megan Ketchum, DiAnne Warfield

Members Absent: None

Others Present: John Elsinga, Township Manager  
Sandra Diorka, Director of Public Services  
James Lenon, POTW Maintenance Supervisor  
Terry Powers, Facilities Supervisor  
Wendy Thielen, Assistant Township Manager of Human Resources  
Tricia Vander Ploeg, Administrative Assistant/Deputy Supervisor  
Amy Finch, Assistant Township Clerk/Deputy Clerk

**COMMENTS FROM THE PUBLIC**

Mike Hamilton, 4541 Sycamore St., Holt, commented on the funding of the School Resource Officer.

**CONSENT AGENDA**

- A. Approval of Minutes – Committee Meeting of January 15, 2013
- B. Approval of Minutes – Regular Meeting of January 15, 2013
- C. Approval of Claims – January 22, 2013 (ATTACHMENT I)
- D. Approval of Payroll – January 17, 2013 (ATTACHMENT II)
- E. Approval of Payroll – January 31, 2013 (ATTACHMENT III)
- F. Appointment to the Delhi Township Administrative Review Committee – John Hayhoe (ATTACHMENT IV)

**Hope moved to approve the Consent Agenda as presented.**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 5, 2013**

---

A Roll Call Vote was recorded as follows:

Ayes: Warfield, Davis, Harmon, Hayhoe, Hope, Ketchum, Sweet

**MOTION CARRIED**

**NEW BUSINESS**

**RESOLUTION NO. 2013-004 – RENEWAL MEMORANDUM OF AGREEMENT –  
GREATER LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT**

---

The Board reviewed a memorandum dated January 29, 2013 from Twp. Mgr. Elsinga (ATTACHMENT V).

**Hayhoe moved to adopt Resolution No. 2013-004 which approves the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement effective May 1, 2013 through April 30, 2017 and commit to the payment of appropriate annual membership assessments (fees).**

A Roll Call Vote was recorded as follows:

Ayes: Davis, Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield

**MOTION CARRIED**

**COLLECTIVE BARGAINING AGREEMENT – ICEA/PERA**

---

The Board reviewed a memorandum dated January 29, 2013 from Twp. Mgr. Elsinga (ATTACHMENT VI).

**Warfield moved to approve the Collective Bargaining Agreement between Delhi Charter Township and the Ingham County Employee Association/Public Employees Representative Association (ICEA/PERA), Local 1107, for the Department of Public Services bargaining unit, effective January 1, 2013 and expiring December 31, 2015.**

A Roll Call Vote was recorded as follows:

Ayes: Harmon, Hayhoe, Hope, Ketchum, Sweet, Warfield, Davis

**MOTION CARRIED**

**REPORTS**

**SUPERVISOR**

Supervisor Davis stated that he met with the Capital Area Center for Independent Living (CACIL) that has requested assistance from Delhi Township to act as a pass through agency in order to qualify for additional federal funding.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 5, 2013**

---

Supervisor Davis stated that a press conference will be held on February 12, 2013 at the Mason High School announcing the first annual Holt and Mason Scholarship Talent Challenge, the HaMmies, to help raise money for both, the Holt and Mason Scholarship funds.

**TREASURER**

Treasurer Sweet stated that his office has collected just under \$20,000,000 in winter property taxes (68% of the winter tax roll).

Treasurer Sweet stated that \$35,423.71 (net) was collected under the Motor Vehicle Code Ordinance in 2012 which is a slight increase over 2011.

**CLERK**

Clerk Hope stated that the Holt Community Arts Council received a \$4,000 grant from the Michigan Council for Arts and Cultural Affairs and the Arts Council of Greater Lansing. The money will be used to help with the costs of the 2013 Music in the Garden series which costs approximately \$10,000 annually to host.

**TRUSTEES**

**Trustee Warfield**

Trustee Warfield stated that she attended the Michigan Townships Association (MTA) Educational conference which she felt was very beneficial.

Trustee Warfield stated that she would like to see the Board take action on a fireworks ordinance.

**Trustee Harmon**

Trustee Harmon stated that he attended the MTA conference as well and Delhi Township was brought up numerous times as a township that works well with regional cooperation.

**TOWNSHIP MANAGER**

Twp. Mgr. Elsinga gave an overview of the Consolidation of Services Summary that was submitted to the State of Michigan under the Economic Vitality Incentive Program (EVIP) (ATTACHMENT VII).

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 5, 2013**

---

**LIMITED PUBLIC COMMENTS**

Mike Hamilton, 4541 Sycamore St., Holt, commented on a possible existing fireworks ordinance.

Frank Badalamente, 1900 Persimmon Path, Holt, commented on regional collaboration.

**ADJOURNMENT**

Meeting adjourned at 7:57 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Evan Hope, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
C.J. Davis, Supervisor

/af

SUBJECT TO APPROVAL

January 22, 2013

**I. Certification of Authorized Signatures:** The attached Check Register and Invoice Distribution Report encompass checks dated January 22, 2013 numbered 82950 thru 83027 & ACH 2367 thru 2382. Every invoice has a payment authorizing signature(s).

Dated: January 22, 2013

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

**II. Certification of Fund Totals:**

The attached Invoice Distribution Report and Check Register for checks dated January 22, 2013 show payments made from the following funds:

General Fund	\$	57,525.25
Fire Fund		17,350.77
Fire Equip. & Apparatus Fund		8,973.72
Downtown Development Fund		39,363.60
Sewer Fund		372,891.78
Trust & Agency Fund		2,048.82
Current Tax Fund		3,616.36
Grand Total	\$	<u>501,770.30</u>

**Includes the following to be reimbursed from separate bank accounts:**

Current Tax Account	\$	3,616.36
---------------------	----	----------

Dated: January 22, 2013

\_\_\_\_\_  
John B. Elsinga, Township Manager

**III. Approval for Distribution:** I have reviewed the above checks and invoices and all of them should be distributed. All invoices over \$10,000.00 have been approved by general policy or previous motions of the board. (C2AE \$18,853.91 for LSD Project Engineering 4/20/10, Irish Construction \$300,796.80 for LSD Project Construction pymt #21, 7/20/10 ).

Dated: January 22, 2013

\_\_\_\_\_  
John B. Elsinga, Township Manager

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:** At a regular meeting of the Township Board held on February 5, 2013 a motion was made by \_\_\_\_\_ and passed by \_\_\_\_ yes votes and \_\_\_\_ no votes ( \_\_\_\_\_ absent) that the list of claims dated January 22, 2013, was reviewed, audited and approved.

\_\_\_\_\_  
Evan Hope, Township Clerk

INVOICE GL DISTRIBUTION REPORT FOR DELHI CHARTER TOWNSHIP  
 EXP CHECK RUN DATES 01/09/2013 - 01/22/2013

Vendor	Invoice Line Desc	Amount
Fund 101 GENERAL FUND		
Dept 000.00		
SBAM	RETIREES HEALTH INS FEBRUARY	227.22
TRI-COUNTY REGIONAL	2013 GLRC DUES	1,709.75
SCHAFFER'S INC.	REFUND RENTAL RE-REGISTRATION FEE	130.00
	Total For Dept 000.00	2,066.97
Dept 101.00 LEGISLATIVE		
HARTFORD LIFE INSURANCE	TRUSTEES LIFE INSURANCE FEBRUARY	25.50
MICHIGAN STATE UNIVERSITY	2013 BENCHMARKING MEMBERSHIP	550.00
	Total For Dept 101.00 LEGISLATIVE	575.50
Dept 171.00 MANAGER		
SBAM	HEALTH INSURANCE FEBRUARY	2,291.33
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	93.51
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	138.90
	Total For Dept 171.00 MANAGER	2,523.74
Dept 191.00 ACCOUNTING		
SBAM	HEALTH INSURANCE FEBRUARY	(169.73)
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	19.97
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	29.63
MUZZALL GRAPHICS	100 1099 MISC COPY A	3.50
MUZZALL GRAPHICS	100 1099 MISC COPY B	3.50
MUZZALL GRAPHICS	100 1099 INT COPY A LASER	4.69
MUZZALL GRAPHICS	100 1099 INT COPY B LASER	4.69
MUZZALL GRAPHICS	500 LASER W2 4UP EMPLOYEE	48.23
MUZZALL GRAPHICS	ESTIMATED SHIPPING	14.14
	Total For Dept 191.00 ACCOUNTING	(41.38)
Dept 215.00 CLERK		
SBAM	HEALTH INSURANCE FEBRUARY	2,715.65
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	64.16
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	95.55
DBI BUSINESS INTERIORS	DATE STAMP/CLERK	52.99
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS DECEMBER	81.96
	Total For Dept 215.00 CLERK	3,010.31
Dept 228.00 INFORMATION TECHNOLOGY		
SBAM	HEALTH INSURANCE FEBRUARY	1,018.37
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	49.30
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	73.24
AD-INK & TONER SUPPLY	2 INK CARTRIDGES	45.98

MICROTECH SERVICES, INC.	FUSER KIT/8150 PRINTER	144.00
APPLICATION SPECIALIST KO	CHECK FOR EXTERNAL ACCESS	62.50
HP ENTERPRISE SERVICES	WINDOWS 8 64 BIT UPGRADE	5,435.20
Total For Dept 228.00 INFORMATION TECHNOLOGY		6,828.59

Dept 253.00 TREASURERS		
SBAM	HEALTH INSURANCE FEBRUARY	1,272.96
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	42.50
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	63.29
DBI BUSINESS INTERIORS	DATE STAMP/TREASURER	52.99
DBI BUSINESS INTERIORS	DATE STAMP/TREASURER	52.99
KEYSTONE DESIGN GROUP	ALTERATIONS TO TREASURER DEPT	275.00
Total For Dept 253.00 TREASURERS		1,759.73

Dept 257.00 ASSESSING		
SBAM	HEALTH INSURANCE FEBRUARY	1,272.96
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	69.27
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	102.87
Total For Dept 257.00 ASSESSING		1,445.10

Dept 265.00 BUILDING & GROUNDS		
SBAM	HEALTH INSURANCE FEBRUARY	622.82
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	16.22
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	24.15
LANSING ICE & FUEL CO	GASOLINE BUILDING & GROUNDS	122.72
KEYSTONE DESIGN GROUP	WINDOW TREATMENTS CONSULTING	181.25
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	162.50
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/CSC	812.50
ROSE PEST SOLUTIONS	2013 PEST CONTROL CONTRACT	604.20
SAFETY SYSTEMS, INC	FIRE ALARM MONITORING	75.00
SAFETY SYSTEMS, INC	MONITORING WATCHMAN REPORTS	120.00
BOARD OF WATER & LIGHT	WATER 2074 AURELIUS	557.81
DELHI TOWNSHIP TREASURER	SEWER 2074 AURELIUS	335.50
ACE HARDWARE	WOOD SHIMS/3 SILCON CAULK	19.76
ACE HARDWARE	3 TRIFLOW LUBE FOR LOCKS AT CSC	26.97
Total For Dept 265.00 BUILDING & GROUNDS		3,681.40

Dept 276.00 CEMETERY		
SBAM	HEALTH INSURANCE FEBRUARY	577.24
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	15.03
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	22.39
LANSING ICE & FUEL CO	GASOLINE CEMETERY	201.13
BARNHART & SON, INC.	7 GRAVE OPENINGS & CLOSINGS	4,071.92
GRANGER CONTAINER SERV	DUMPSTER SERVICE	13.00
Total For Dept 276.00 CEMETERY		4,900.71

Dept 281.00 STORMWATER		
SBAM	HEALTH INSURANCE FEBRUARY	607.63
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	15.82
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	23.56
LANSING ICE & FUEL CO	GASOLINE STORMWATER	85.22
TRI-COUNTY REGIONAL	2013 GLRC DUES	4,394.75
	Total For Dept 281.00 STORMWATER	5,126.98

Dept 446.00 INFRASTRUCTURE		
INGHAM COUNTY DRAIN CO	INSPECTION FEE FOR DRAIN CROSSING	1,500.00
	Total For Dept 446.00 INFRASTRUCTURE	1,500.00

Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT		
SBAM	HEALTH INSURANCE FEBRUARY	5,261.57
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	136.00
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	203.08
LANSING ICE & FUEL CO	GASOLINE COMMUNITY DEVELOPMENT	99.06
AMERICAN PLANNING	2013 MEMBERSHIP DUES/MILLER	465.00
CODE OFFICIAL CONFERENCE	2013 MEMBERSHIP/SIMONS	40.00
CODE OFFICIAL CONFERENCE	2013 MEMBERSHIP/MASTIN	40.00
GANNETT MICHIGAN NEWS	PUBLISHING LEGALS DECEMBER	561.24
DELHI TOWNSHIP TREASURER	SEWER 1953 ADELPHA	13.00
BOARD OF WATER & LIGHT	WATER 1953 ADELPHA	13.20
SWAT ENVIRONMENTAL	RADON MITIGATION/1953 ADELPHA	745.00
CODE OFFICIAL CONFERENCE	WINTER CONFERENCE/SIMONS	10.00
CODE OFFICIAL CONFERENCE	WINTER CONFERENCE/MASTIN	10.00
MICHIGAN MUNICIPAL LEAGUE	2013 CAPITAL CONF/MILLER	100.00
	Total For Dept 721.00 PLANNING/COMMUNITY DEVELOPMENT	7,697.15

Dept 752.00 PARKS ADMINISTRATION		
SBAM	HEALTH INSURANCE FEBRUARY	848.64
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	45.90
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	68.57
THE POLACK CORPORATION	LEXMARK SERVICE 12/30/12-12/30/13	252.00
	Total For Dept 752.00 PARKS ADMINISTRATION	1,215.11

Dept 771.00 PARKS		
SBAM	HEALTH INSURANCE FEBRUARY	(2,454.41)
LANSING ICE & FUEL CO	GASOLINE PARKS	92.19
ACE HARDWARE	(2) 6" RECIP BLADES	6.58
LOWE'S CREDIT SERVICES	IMPACT/KOBALT 20 PC SCREWDRIVERS	113.03
LANSING SANITARY SUPPLY	TISSUE/TOWELS/CLEANER	1,431.20
ACE HARDWARE	6 PR JERSEY GLOVES/1 HASP	13.99
AMERICAN RENTAL	PORTABLE TOILET	70.00
GRANGER CONTAINER SERV	DUMPSTER SERVICE	150.00
ROSE PEST SOLUTIONS	2013 PEST CONTROL CONTRACT	456.00
SAFETY SYSTEMS, INC	LEASE MONITORING REPORTS	138.00
BOARD OF WATER & LIGHT	WATER 2108 CEDAR	237.41
BOARD OF WATER & LIGHT	WATER 1750 MAPLE	13.20

BOARD OF WATER & LIGHT	WATER 2287 PINE TREE	40.51
DELHI TOWNSHIP TREASURER	SEWER 2108 CEDAR	104.00
DELHI TOWNSHIP TREASURER	SEWER 2287 PINE TREE	41.00
DELHI TOWNSHIP TREASURER	SEWER 4030 KELLER	32.50
DELHI TOWNSHIP TREASURER	SEWER 1750 MAPLE	13.00
DELHI TOWNSHIP TREASURER	(2) O- RINGS/1 WASHER	3.40
MENARDS LANSING SOUTH	SUPER CLEAN/PAPER TOWELS	14.94
BRADY LAWN EQUIPMENT	3 AIR FILTERS/KROMER	58.59
CARQUEST THE PARTS PLACE	4 SPARK PLUGS	10.52
CARQUEST THE PARTS PLACE	2 AIR FILTERS/2 OIL FILTERS	18.39
CARQUEST THE PARTS PLACE	10 SPARK PLUGS	26.30
CARQUEST THE PARTS PLACE	12 QTS 15W40 OIL	44.04
DEER CREEK SALES, INC	2 KEY MOLDED	8.40
DELHI CHARTER TOWNSHIP	FIX FLAT TIRE	10.00
	Total For Dept 771.00 PARKS	692.78

Dept 774.00 RECREATION		
SBAM	HEALTH INSURANCE FEBRUARY	1,018.37
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	22.10
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	32.81
DEAN TRAILWAYS OF MICH	BUS TRIP TO CORNWELL'S 5/7/13	618.00
SCOTT R. BLANKENSHIP	BASKETBALL OFFICIAL	175.00
JEFF BRYAN	BASKETBALL OFFICIAL	175.00
PAULA K. HARNEY	SENIOR CENTER FITNESS CLASSES	100.00
STEVEN E. ROGERS	BASKETBALL OFFICIAL	275.00
	Total For Dept 774.00 RECREATION	2,416.28

Dept 850.00 OTHER FUNCTIONS		
HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE FEBRUARY	36.45
SBAM	RETIREES HEALTH INS FEBRUARY	5,728.35
UNEMPLOYMENT INSURANCE	2012 UNEMPLOYMENT EXPENSE	5,796.71
ACE HARDWARE	(1) 4 PK BATTERIES	5.99
MUZZALL GRAPHICS	2,000 AP CHECKS START #83001	278.00
MUZZALL GRAPHICS	ESTIMATED SHIPPING	13.65
MUZZALL GRAPHICS	1000 PAYROLL CHECKS START # 105000	239.00
MUZZALL GRAPHICS	ESTIMATED SHIPPING	11.20
TDS DEVELOPMENT CO. LLC	INTEREST MTT 12 PARCELS	16.93
	Total For Dept 850.00 OTHER FUNCTIONS	12,126.28

Total For Fund 101 GENERAL FUND 57,525.25

Fund 206 FIRE FUND		
Dept 336.00 FIRE DEPARTMENT		
SBAM	HEALTH INSURANCE FEBRUARY	9,844.24
SBAM	HEALTH INSURANCE FEBRUARY	1,018.37
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	249.22
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	20.83
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	479.73
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	31.24

UNEMPLOYMENT INSURANCE	2012 UNEMPLOYMENT EXPENSE	58.27
HASSELBRING-CLARK	2013 COPIER CONTRACT	615.00
LANSING ICE & FUEL CO	GASOLINE FIRE	1,194.88
NYE UNIFORM COMPANY	3 PANTS & FREIGHT/NORRIS	198.46
BOUND TREE MEDICAL, LLC	CREDIT	(6.69)
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,002.66
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	6.69
LIFEGAS LLC	OXYGEN	17.10
LIFEGAS LLC	CYLINDER RENTAL	187.71
VIDACARE CORPORATION	NEEDLES & FREIGHT	637.53
INGHAM COUNTY FIRE CHIEFS	2013 ICC MEMBERSHIP DUES	50.00
MAAS	MAAS 2013 DUES/BALL	155.00
BOARD OF WATER & LIGHT	WATER 6139 BISHOP	37.44
DELHI TOWNSHIP TREASURER	SEWER 6139 BISHOP	36.75
CONSUMERS ENERGY	ELECTRIC 6139 BISHOP	1.35
ACE HARDWARE	OUTDOOR DOUBLE SIDED TAPE	14.99
DUSTIN DICKERSON	2012 FALL SEMESTER/DICKERSON	1,500.00
	Total For Dept 336.00 FIRE DEPARTMENT	17,350.77
	Total For Fund 206 FIRE FUND	17,350.77

Fund 211 FIRE EQUIP. & APPARATUS FUND

Dept 339.00 EQUIPMENT & APPARATUS

CARQUEST THE PARTS PLACE	5 BAGS OIL DRY/#21	30.40
SUPERIOR SAW	CHAIN SPARPENED/CHAIN SAW	5.00
CARQUEST THE PARTS PLACE	4 SPARK PLUGS/CHAIN SAW	9.84
WEST SHORE FIRE INC	SCBA SEAL KIT & LABOR	82.50
HALT FIRE, INC.	REPLACED AC DRYER/#R21	500.20
HALT FIRE, INC.	PARTS & LABOR/T21	3,609.54
HALT FIRE, INC.	PARTS & LABOR/E21	1,683.24
ROGER'S CLINE TIRE	TIRE EXCHANGE/#213	80.00
INGHAM COUNTY FIRE CHIEFS	1/5/13 SEMINAR/10 FF	200.00
INGHAM COUNTY FIRE CHIEFS	(5) FF I & II CLASS 2013	2,500.00
LANSING AREA SAFETY COUN.	21 STUDENT WORKBOOKS	273.00
	Total For Dept 339.00 EQUIPMENT & APPARATUS	8,973.72
	Total For Fund 211 FIRE EQUIP. & APPARATUS FUND	8,973.72

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Dept 728.00 DDA ADMINISTRATION

FAHEY SCHULTZ BURZYCH	501 (C) (3) WORK	1,576.00
ROSE PEST SOLUTIONS	2013 PEST CONTROL CONTRACT	478.80
C. HOWARD HAAS	DEC CELL PHONE REIMBURSE/HAAS	75.00
DELHI DDA	11/21-12/31/2012 MILEAGE/UNDERHILL	16.98
MI ECONOMIC DEVELOPERS	CAPITOL DAY CONFERENCE/HAAS	90.00
	Total For Dept 728.00 DDA ADMINISTRATION	2,236.78

Dept 729.00 DDA MARKETING & PROMOTION		
BLOHM CREATIVE PARTNERS	DECEMBER WEB MAINT & HOSTING	488.75
CHARLES GRINNELL	19 HOURS @ \$22/GRINNELL	418.00
Total For Dept 729.00 DDA MARKETING & PROMOTION		<u>906.75</u>

Dept 731.00 DDA INFRASTRUCTURE PROJECTS		
LOWE'S CREDIT SERVICES	MISC TRASH CANS/HOLIDAY STORAGE	199.36
C2AE	I-96 UNDERPASS & N CONN TRAIL PROJ	30,629.52
Total For Dept 731.00 DDA INFRASTRUCTURE PROJECTS		<u>30,828.88</u>

Dept 850.00 OTHER FUNCTIONS		
SBAM	HEALTH INSURANCE FEBRUARY	607.63
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	15.82
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	23.56
LANSING ICE & FUEL CO	GASOLINE DDA	214.76
GRANGER CONTAINER SERV	DUMPSTER SERVICE	78.00
LSL PLANNING, INC.	MASTER PLAN UPDATE ASSISTANCE	3,800.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/SHERIFF & DDA	355.00
BOARD OF WATER & LIGHT	WATER 2045 CEDAR	105.80
BOARD OF WATER & LIGHT	WATER 2150 CEDAR	18.49
DELHI TOWNSHIP TREASURER	SEWER 2045 CEDAR	34.25
DELHI TOWNSHIP TREASURER	SEWER 2150 CEDAR	19.88
DELHI TOWNSHIP TREASURER	SEWER 1465 CEDAR	13.00
SAFETY SYSTEMS, INC	QTRLY LEASE MONITORING	105.00
Total For Dept 850.00 OTHER FUNCTIONS		<u>5,391.19</u>

Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	<u><u>39,363.60</u></u>
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Fund 590 SEWAGE DISPOSAL SYSTEM

Dept 000.00		
BUSHNELL RPH LLC	Basic Service Charge	332.64
TRISEL, PAUL	Sewer Usage	12.75
WALTON, MAUREEN	Basic Service Charge	13.00
SBAM	RETIREES HEALTH INS FEBRUARY	415.52
Total For Dept 000.00		<u>773.91</u>

Dept 548.00 ADMINISTRATION & OVERHEAD

HARTFORD LIFE INSURANCE	RETIREES LIFE INSURANCE FEBRUARY	20.25
SBAM	RETIREES HEALTH INS FEBRUARY	3,116.50
UNEMPLOYMENT INSURANCE	2012 UNEMPLOYMENT EXPENSE	5,103.09
Total For Dept 548.00 ADMINISTRATION & OVERHEAD		<u>8,239.84</u>

Dept 558.00 DEPT OF PUBLIC SERVICE

SBAM	HEALTH INSURANCE FEBRUARY	12,775.33
HARTFORD LIFE INSURANCE	LIFE INSURANCE FEBRUARY	332.73
UNUM LIFE INSURANCE CO	DISABILITY INSURANCE FEBRUARY	495.43
LANSING ICE & FUEL CO	GASOLINE DPS	2,785.09
MODEL COVERALL SERVICE	STAFF UNIFORMS/POTW	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS/MAINTENANCE	66.89

MODEL COVERALL SERVICE	STAFF UNIFORMS/POTW	64.79
MODEL COVERALL SERVICE	STAFF UNIFORMS/MAINTENANCE	66.89
RS TECHNICAL SERVICES, INC.	FIBER OPTIC MEDIA CONVERTER	455.00
AD-INK & TONER SUPPLY	YELLOW TONER/LAB	95.99
HP ENTERPRISE SERVICES	WINDOWS 8 64 BIT UPGRADE	1,769.60
AIRGAS USA, LLC	CYLINDER RENTAL	131.39
LOWE'S CREDIT SERVICES	DEWALT 18V CORDLESS DRILL	94.05
LOWE'S CREDIT SERVICES	MISC TRASH CANS/SCRAPPY PROJECT	407.88
ENVIRONMENTAL RESOURCE	QUARTERLY CHECK SAMPLES	814.41
ALEXANDER CHEMICAL CORP	SODIUM BISULFITE	855.00
ALEXANDER CHEMICAL CORP	CREDIT	(225.00)
STATE OF MICHIGAN	2013 MIDEAL AGREEMENT	230.00
UNITED PARCEL SERVICE	SHIPPING CHARGES	103.60
GRANGER CONTAINER SERV	MO. SCREEN DEBRIS DISP./MC CUE RD	387.50
GRANGER CONTAINER SERV	DUMPSTER SERVICE	201.21
USA MOBILITY WIRELESS, INC.	PAGER SERVICE	56.56
CCI SOUTH, LLC	LINE REPAIR	97.00
COMCAST	HIGH SPEED INTERNET/MAINTENANCE	121.90
COMCAST	HIGH SPEED INTERNET/POTW	121.90
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	72.00
BOARD OF WATER & LIGHT	WATER 3505 HOLT	76.66
BOARD OF WATER & LIGHT	WATER 1492 AURELIUS	196.02
BOARD OF WATER & LIGHT	WATER 1988 WAVERLY	134.80
BOARD OF WATER & LIGHT	WATER 4280 DELL	18.49
BOARD OF WATER & LIGHT	WATER 5961 MC CUE	554.98
DELHI TOWNSHIP TREASURER	SEWER 1490 AURELIUS	189.00
BOARD OF WATER & LIGHT	ELECTRIC 1870 NIGHTINGALE	144.82
BOARD OF WATER & LIGHT	ELECTRIC 2481 DELHI COMMERCE	72.72
CONSUMERS ENERGY	ELECTRIC-6055 MC CUE	127.59
CONSUMERS ENERGY	GAS-5961 MC CUE #2	5.71
CONSUMERS ENERGY	GAS-5961 MC CUE #3	33.64
ACE HARDWARE	8 BOLTS/NUTS/SCREWS/MOWERS	2.24
ACE HARDWARE	LUBE SPRAY FOR LOCKS & HINGES	26.97
ACE HARDWARE	2 HOSES FOR LAB FAUCET	14.98
ACE HARDWARE	FROST FREE FAUCET/L.S.D.	26.99
ACE HARDWARE	GROUNDING PLUG/L.S. GENERATOR	4.49
HOLT & MASON TOWING	PULL PINE TREE L.S. PUMP	75.00
LOWE'S CREDIT SERVICES	MISC PARTS TO INSTALL FAUCET/LSD	24.33
GRAINGER	SPRAY NOZZLE	35.10
GRAINGER	WATER PRESSURE REDUCING VALVE	112.80
ACE HARDWARE	42 BALES STRAW - MESO #1 DIGESTER	147.00
ACE HARDWARE	5 HEX BUSHINGS	18.95
HESCO, INC.	PENN VALLEY PUMP REPAIR PARTS	5,210.50
LOWE'S CREDIT SERVICES	3 ROLLS CLEAR PLASTIC/DIGESTER	156.69
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/POTW	195.00
QUALITY FIRST MAID SERVICE	CLEANING SERVICES/MAINTENANCE	195.00
ROSE PEST SOLUTIONS	2013 PEST CONTROL CONTRACT	957.60
SAFETY SYSTEMS, INC	MONITORING WATCHMAN REPORTS	120.00
HARPER INDUSTRIAL CONST	BROKEN HEATING LINE/CANNON MIXER	8,994.00

TEMP-AIR, INC	PORTABLE HEATER RENTAL	2,103.00
THERMO ELECTRON NORTH	REPAIR SPECTROPHOTOMETER	1,455.25
WINGFOOT COMMERCIAL TIRE	REPAIRED REAR TIRE ON BACKHOE	173.44
CARQUEST THE PARTS PLACE	3 FLASHER BULBS/DUMP TRUCK	34.68
INTERSTATE BATTERIES	MT-78 BATTERY/UNIT 26	96.95
MI WATER ENVIRONMENT	MWEA 2013 MEMBERSHIP/SECTION 7	50.00
Total For Dept 558.00 DEPT OF PUBLIC SERVICE		<u>44,227.32</u>

Dept 578.01 CAPITAL IMPROVEMENTS		
C2AE	LSD,FORCE MAIN,POTW SCREENING	18,853.91
IRISH CONSTRUCTION CO	LSD PROJ-POTW/FM/LSD PYMT 21	300,796.80
Total For Dept 578.01 CAPITAL IMPROVEMENTS		<u>319,650.71</u>

Total For Fund 590 SEWAGE DISPOSAL SYSTEM 372,891.78

Fund 701 TRUST & AGENCY FUND

Dept 000.00

AFLAC	WITH DEDUCT-AFLAC DISABILITY	660.64
AFLAC	WITH DEDUCT-AFLAC LIFE INSUR	7.38
AFLAC	WITH DEDUCT-AFLAC ACCIDENT	528.96
AFLAC	WITH DEDUCT-AFLAC SICKNESS	344.12
AFLAC	WITH DEDUCT-AFLAC CANCER	507.72
Total For Dept 000.00		<u>2,048.82</u>

Total For Fund 701 TRUST & AGENCY FUND 2,048.82

Fund 703 CURRENT TAX ACCOUNT

Dept 000.00

EAST SIDE DEVELOPERS LLC	REFUNDS DUE TAXPAYERS	693.63
EATON FEDERAL SAVINGS	REFUNDS DUE TAXPAYERS	28.62
GLAR HOLDINGS LLC	REFUNDS DUE TAXPAYERS	1,610.97
KING VENTURE DEVELOPMENT	REFUNDS DUE TAXPAYERS	221.55
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	64.31
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	65.09
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	64.19
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	61.96
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	78.32
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	73.57
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	85.04
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	100.23
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	96.32
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	88.52
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	111.93
TDS DEVELOPMENT CO. LLC	REFUNDS DUE TAXPAYERS	172.11
Total For Dept 000.00		<u>3,616.36</u>

Total For Fund 703 CURRENT TAX ACCOUNT 3,616.36

Total For All Funds: 501,770.30

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated January 17, 2013**

ATTACHMENT II

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 104716 through 104745 & direct deposits numbers: DD14986 through DD15062. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: January 17, 2013

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Director of Accounting

**II. Payroll Report**

The January 17, 2013 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$62,945.73	\$18,033.37	\$44,912.36
Fire Dept. Fund	43,856.56	12,969.32	\$30,887.24
DDA	4,098.71	1,356.89	\$2,741.82
Sewer Fund/Receiving	34,090.86	10,400.52	\$23,690.34
<b>Total Payroll</b>	<b>\$144,991.86</b>	<b>\$42,760.10</b>	<b>\$102,231.76</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,478.52	\$5,361.32	\$27,873.21
Fire Dept. Fund	3,285.31	3,073.14	19,327.77
DDA	148.98	225.29	1,731.16
Sewer Fund/Receiving	2,462.74	3,043.07	15,906.33
<b>Total Payroll</b>	<b>\$10,375.55</b>	<b>\$11,702.82</b>	<b>\$64,838.47</b>

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Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on January 17, 2013 and identified as follows:

**01/17 Net Pay Disbursement in Common Savings (\$102,231.76)**

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Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on February 5, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated January 17, 2013 was reviewed, audited, and approved.

Attachment to Payroll Register  
cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP  
FUND TRANSFERS AND PAYROLL APPROVAL  
For Payroll Dated January 31, 2013**

**I. Certification of Preparation and Distribution**

The attached check and payroll registers encompass check numbers: 104749 through 104778 & direct deposits numbers: DD15063 through DD15138. The payroll was prepared in accordance with established payroll rates and procedures. The Treasurer's & Clerk's signatures were printed on the payroll checks using an electronic image signature

\_\_\_\_\_  
Lora Behnke, Accounting Clerk

The attached Check and Payroll Registers were reviewed. The payroll checks were distributed in accordance with established procedures.

Dated: January 31, 2013

\_\_\_\_\_  
Director of Accounting

**II. Payroll Report**

The January 31, 2013 payroll encompasses the following funds and expenditures:

	<b>Gross Payroll</b>	<b>Payroll Deductions</b>	<b>Net Pay</b>
General Fund	\$62,623.02	\$17,732.40	\$44,890.62
Fire Dept. Fund	45,662.50	13,193.22	\$32,469.28
DDA	3,831.84	1,262.68	\$2,569.16
Sewer Fund/Receiving	34,099.97	10,043.06	\$24,056.91
<b>Total Payroll</b>	<b>\$146,217.33</b>	<b>\$42,231.36</b>	<b>\$103,985.97</b>
	<b>Township FICA</b>	<b>Township RHS &amp; Pension Plan &amp; H.S.A.</b>	<b>Total Deductions &amp; TWP Liabilities</b>
General Fund	\$4,417.48	\$5,388.36	\$27,538.24
Fire Dept. Fund	3,432.68	3,317.01	19,942.91
DDA	145.63	219.85	1,628.16
Sewer Fund/Receiving	2,464.27	3,080.68	15,588.01
<b>Total Payroll</b>	<b>\$10,460.06</b>	<b>\$12,005.90</b>	<b>\$64,697.32</b>

\_\_\_\_\_  
Director of Accounting

**III. FUND TRANSFERS**

Transfers covering the foregoing payroll were made on January 31, 2013 and identified as follows:

**01/31 Net Pay Disbursement in Common Savings (\$103,985.97)**

\_\_\_\_\_  
Roy W. Sweet, Treasurer

**IV. Board Audit and Approval:**

At a regular meeting of the Township Board held on February 5, 2013, a motion was made by \_\_\_\_\_ and passed by \_\_\_\_\_ yes votes and \_\_\_\_\_ no votes(\_\_\_\_\_ absent) that the payroll dated January 31, 2013 was reviewed, audited, and approved.

Attachment to Payroll Register  
cc: Sweet(1)Vander Ploeg(1)

\_\_\_\_\_  
Evan Hope, Clerk

**DELHI CHARTER TOWNSHIP****MEMORANDUM**

**TO:** Delhi Township Board Members

**FROM:** Roy Sweet, Township Treasurer

**DATE:** January 31, 2013

**RE:** Recommendation for Appointment to the Administrative Review Committee

---

Delhi Township Policy No. 114, Sanitary Sewer Billing, provides an opportunity for residents to appeal their sewer billing under very specific conditions or circumstances such as mechanical failure or act of God. According to Policy, appeals are made to an Administrative Review Committee consisting of the Township Treasurer, Manager and one Trustee (to be rotated annually).

At this time I have asked Trustee John Hayhoe if he would be interested in serving on this Committee for 2013. He has concurred and, therefore, I recommend the Board appoint Trustee Hayhoe to the Administrative Review Committee until December 31, 2013.

**RECOMMENDED MOTION:**

**To appoint Trustee John Hayhoe to the Administrative Review Committee expiring December 31, 2013 per Delhi Township Policy No. 114.**

## DELHI CHARTER TOWNSHIP

## MEMORANDUM

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** January 29, 2013

**RE:** Renewal Memorandum of Agreement – Greater Lansing Regional Committee for Stormwater Management

---

Enclosed for your review and approval is a renewal Memorandum of Agreement for the Greater Lansing Regional Committee for Stormwater Management effective May 1, 2013.

Delhi Township has been a member of the Greater Lansing Regional Committee (GLRC) for Stormwater Management (formerly for Phase II Nonpoint Source Pollution Prevention) since its informal inception in 1999. This group began as a way for local communities to discuss the Storm Water Phase II requirements and how communities could pool resources on a regional basis. In 2003 the GLRC formalized their efforts through a Memorandum of Agreement in which sixteen communities became members. Membership in the GLRC is beneficial in cooperative management of the local watersheds, local initiatives for protecting the environment and mutual assistance in meeting storm water permit requirements.

Our current Agreement expires on April 30, 2013 and therefore, I recommend the Board approve the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement renewal through April 2017. This Agreement mirrors the Renewal Agreement dated 2008. The Township has budgeted for the assessment (fee) associated with our membership to the GLRC in our FY 2013 budget.

**RECOMMENDED MOTION:**

**To adopt Resolution No. 2013-004 which approves the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement effective May 1, 2013 through April 30, 2017 and commit to the payment of appropriate annual membership assessments (fees).**

**RESOLUTION NO. 2013-004**

**A RESOLUTION TO CONTINUE MEMBERSHIP IN THE GREATER  
LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGMENT  
AND TO AGREE TO THE TERMS OF THE  
MEMORANDUM OF AGREEMENT**

At a regular meeting of the Delhi Charter Township Board of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan 48842 on Tuesday, the 5<sup>th</sup> day of February 2013, at 7:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ :

**WHEREAS**, the Charter Township of Delhi has been a member of the Greater Lansing Regional Committee (GLRC) for Stormwater Management since 2003; and

**WHEREAS**, participation in the GLRC advances local efforts to improve responsible stewardship of natural resources; and

**WHEREAS**, participation in the GLRC allows for the cooperative management of the watersheds in which the Charter Township of Delhi is located; and

**WHEREAS**, the GLRC assists the Charter Township of Delhi in complying with the regulatory requirements promulgated by the Michigan Department of Environmental Quality Municipal Separate Storm Sewer System (MS4) stormwater discharge permit; and

**WHEREAS**, the Charter Township of Delhi now wishes to approve the Memorandum of Agreement (as revised on December 13, 2012) and commit itself and the Charter Township of Delhi to continued participation in the GLRC.

**WHEREAS**, the Charter Township of Delhi appoints Sandra Diorka to serve as the Township's representative to the GLRC.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Charter Township of Delhi hereby approves the Memorandum of Agreement and continued membership in the GLRC.

AYES:

NAYES:

The foregoing Resolution declared adopted on the date written above.

---

Evan Hope, Township Clerk

**STATE OF MICHIGAN)  
COUNTY OF INGHAM)§**

I, the undersigned, the duly qualified Clerk for the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 5th day of February 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of February 2013.

---

Evan Hope, Township Clerk

**GREATER LANSING REGIONAL COMMITTEE  
for Stormwater Management**

**MEMORANDUM OF AGREEMENT - MAY 21, 2004  
REVISED-DECEMBER 13, 2012**

**I. PURPOSE**

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties and responsibilities of the Greater Lansing Regional Committee for Stormwater Management (hereinafter the "GLRC") to be formed as more particularly described below. Local public agencies, institutions, and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Grand River, Red Cedar River and Looking Glass River watersheds to protect the Waters of the State; to meet local initiatives for protecting the environment; and in providing mutual assistance in meeting the requirements under the Michigan Department of Environmental Quality (MDEQ) National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems, (hereinafter the "MS4 Permit") or similar stormwater discharge permits issued to public entities within the Grand River, Red Cedar River, and Looking Glass River watersheds.

The Agreement will also provide a framework for consideration of new, permanent watershed organizations with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the watersheds.

## II. HISTORY OF GLRC

On November 15, 1999, Delta Township and the City of Lansing hosted a meeting for several local communities. The meeting notice stated that this was to be “an informal meeting to discuss the Stormwater Phase II program (now referred to as the MS4 program) and how, or if, there may be a way to pool resources on a regional basis”.

Representatives from various communities, counties and MDEQ discussed the Federal Regulations for Stormwater Phase II and the MDEQ’s program allowing a “Voluntary Permit Program.” Originally nine communities and three counties were listed as designated communities by MDEQ.

Subsequent meetings were held to continue exploring the feasibility and cost of a cooperative effort. On June 8, 2000, a draft Resolution was prepared for the establishment of the “Greater Lansing Area Regional NPDES Phase II Stormwater Regulations Committee” and for each community to name a representative to serve on the committee.

Throughout the remainder of 2000, the committee obtained Resolutions from each community; elected officers; received proposals and interviewed four consulting firms. Tetra Tech MPS was selected to assist the Committee in determining how to best comply with the Phase II Stormwater Rules. Tri-County Regional Planning Commission (TCRPC) also assisted the Committee in providing contractual, fiduciary, and administrative support.

In May 2001, Tetra Tech MPS completed the “Step 1 – Permit Strategy Development” study which incorporated the Committee’s decision (April 20, 2001) to proceed as a group using the State’s Voluntary General Permit approach. The Committee then agreed to retain Tetra Tech MPS to prepare the Voluntary General Permit Application for each of the nine communities. The cost for each community was based on a formula that included weighted factors for population and land area. Eight of the nine communities then passed a second resolution agreeing to continue as a group with voluntary general permits using

the distribution of costs as presented. Williamstown Township elected to proceed with a jurisdictionally based permit.

The eight communities proceeding under the voluntary general permit, also formally agreed to have the watershed management plans developed under the individual drain commissioners.

On January 25, 2002, the Committee agreed to retain Tetra Tech MPS to prepare a watershed management plan for the Grand River, Looking Glass River, and the Red Cedar River. Again, the allocation of cost agreed to by everyone was based on weighted factors involving the percent of population and land in each watershed. Each community adopted a third resolution committing their appropriate funds for the watershed management plans.

A Public Education Advisory Committee was organized to assist in the educational portion of Voluntary General Permit Applications.

Throughout 2002 and 2003 fourteen additional communities within the three watersheds were invited to join the committee. Ten communities were required to meet the MS4 Permit requirements based on the 2000 census.

Eight communities ultimately joined and participated in the regional approach and completed the Voluntary General Permit Application utilizing Tetra Tech MPS.

In March 2003, all sixteen communities and the three counties submitted their Voluntary General Permit Applications to MDEQ. In November 2003, certificates of coverage were issued to each of the sixteen communities and to each of the three counties.

In 2006 Lansing Public Schools and DeWitt Public Schools joined the GLRC.

In 2007, a lawsuit filed by a Township in Kalamazoo County, established that some townships no longer required an MS4 Permit from MDEQ. As this case relates to the

GLRC, MDEQ determined that Alaiedon, Bath, Oneida, Watertown, and Windsor Townships would no longer need an MS4 Permit.

At the December 14, 2007 GLRC meeting, the GLRC membership took formal action to establish an Associate Membership category to encourage any public agency, institution, or community who did not have an MS4 Permit to join the GLRC.

In 2012, the City of DeWitt entered into an agreement nesting DeWitt Public Schools.

In 2012, the MDEQ changed the process for permit renewal, instead of issuing a general watershed based permit; individual MS4 permits will be issued. The application process will detail all activities of the GLRC and members through two separate applications. Then, the MDEQ will review and negotiate, with the end result being MDEQ issuing a permit specific for each member.

### **III. GREATER LANSING REGIONAL COMMITTEE (GLRC)**

#### **A. Term**

While the ultimate organization of the GLRC and its responsibilities has evolved over time and after thoughtful review of alternatives, the signatories to this Agreement want to continue to work together under the following terms to assure the continuation of responsibility for essential services. These stormwater management services provide for the legal and financial responsibility to meet state and federal stormwater discharge permit requirements as well as local initiatives to protect the Waters of the State.

The current GLRC agreement expires on April 30, 2013. This agreement replaces the current GLRC agreement in its entirety for the period expiring April 30, 2017. As confirmed by MDEQ, expiration of the current permit is September 30, 2017; an application will be due to MDEQ by April 17, 2017. The members may mutually

agree to renew and/or extend the term of the GLRC under the provisions contained in this Agreement.

Any member community may withdraw from this Agreement and the GLRC by delivering to the Executive Committee a resolution of withdrawal adopted by its governing body. Any such withdrawal adopted shall be effective 30 days following delivery of withdrawal, provided however, that any withdrawing community shall remain liable for payment of its annual assessment through the end of the current fiscal year.

## **B. Composition**

Membership in the GLRC shall consist of "full members", "associate members", and "ex-officio members".

The full members of the GLRC shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village, school district, institution, and county within the Grand River, Red Cedar River and Looking Glass River watersheds that has an MDEQ NPDES MS4 Permit and that are signatory to this Agreement.

The associate members of the GLRC shall consist of a representative, or designated alternate, appointed by the governing body in each township, city, village, school district, institution, and county within the Grand River, Red Cedar River and Looking Glass River watersheds that does not have an MDEQ NPDES MS4 permit and that are signatory to this Agreement. However, once an associate member obtains an MDEQ NPDES MS4 Permit, they must become a full member of the GLRC.

Members, and designated alternates, shall serve until replaced in writing by the appointing authority.

The GLRC may also include ex-officio representatives from such agencies as Tri-County Regional Planning Commission (TCRPC), MDEQ and others as determined by the GLRC.

### **C. Public Participation**

All meetings of the GLRC shall be noticed and conducted in accordance with the Michigan Open Meetings Act, MCL 15.261, et seq. The GLRC and/or its Executive Committee shall:

- Determine the rules for public participation
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

### **D. Voting**

The GLRC shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty (50%) of the GLRC members, or their designated alternates, eligible to vote. Members eligible to vote are those full members and associate members authorized in writing by an appropriate governing authority that has adopted this Agreement and that has paid its assessment. Ex-officio members shall be non-voting members of the GLRC.

### **E. Election of Officers and Appointment of Executive Committee**

The GLRC shall annually elect, from among its members, a Chair, a Vice-Chair, a Secretary and a Treasurer. The Chair and the Vice-Chair shall be elected or appointed officials, or employees of a voting full member of the GLRC. The

Secretary and Treasurer may be representatives of any full, associate, or ex-officio member of the GLRC. Officers elected by the GLRC may serve up to three consecutive terms. All terms shall be for one calendar year. The Vice Chair, or the Treasurer in the event the Vice-Chair is unavailable, may assume the duties of the Chair if the Chair is unavailable.

The Executive Committee shall have a maximum of eight voting members consisting of:

- (2) the Chair and Vice Chair of the GLRC
- (3) one representative or alternate from each member county
- (3) the Chairs of the Illicit Discharge Elimination Plan (IDEP), Public Education Plan (PEP), and Ordinance/Best Management Practices (BMP) Committees

The Chair of the GLRC shall chair the Executive Committee, with the responsibility succeeding to the Vice Chair, then the Chair of the PEP Committee if the Chair of the GLRC is absent. If neither the Vice Chair of the GLRC nor the Chair of the PEP Committee is present at an Executive Committee meeting, the Chair of the IDEP Committee shall serve as Chair for the meeting. The Chair of the GLRC shall not have an alternate serve on his behalf on the Executive Committee.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members vote in favor of a motion. Each full and associate member will have one vote. A County or Committee may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee.

## **F. Meetings**

The GLRC shall meet at least twice each year at a designated time and location established by the Executive Committee. Agendas for GLRC meetings will be distributed and circulated to all members at least two weeks in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair. All meetings of the GLRC, Executive Committee, standing committees or special committees established under the GLRC shall operate under the Robert's Rules of Order unless modified by a majority vote of the GLRC members. The meetings of the GLRC may be rotated to locations throughout the three watersheds allowing any member or community agency to host a meeting.

## **G. GLRC Duties**

The GLRC shall have the following duties:

### **1. Budget and Assessments**

The fiscal year for the GLRC shall coincide with the calendar year.

Upon execution of this Agreement, review and approve the annual budget for the GLRC and establish the allocation of annual assessments for each member category. The GLRC shall adopt a budget before each December 31 for the calendar year that follows.

### **2. Standing Committees**

Establish and outline a charge for up to three standing committees. The IDEP, PEP, and Ordinance/BMP Committees will continue to function. Any member or designated alternate may serve on any standing committee. See Appendix A for a flow chart of the GLRC structure.

### **3. Watershed Management**

The GLRC is committed to working with watershed partners in the region. This includes but is not limited to: Middle Grand River Watershed Planning Project (319), Red Cedar River Watershed Planning Project (319), Friends of the Looking Glass River Watershed, Middle Grand River Organization of Watersheds (MGROW), Mid-Michigan Environmental Action Council (Mid-MEAC), student groups, etc. The GLRC values the watershed efforts being conducted and will work with these groups to improve water resources in the Tri-County region.

#### **4. Other Duties**

- Maintain official written record of meetings that includes attendance, issues discussed and votes taken.
- Recommend to member communities, institutions, school districts, and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the GLRC including, but not limited to, directing the activities of any committees established under this Agreement or subsequently authorized by the GLRC.
- Encourage and promote public input into decisions and recommendations of the GLRC, and of all committees established by the GLRC.

#### **H. Executive Committee Duties**

The Executive Committee shall have the following duties:

##### **1. Budget**

With the advice of the standing committees, supervise the expenditure of GLRC monies consistent with the approved annual budget.

## **2. Supervise Staff and Arrange Support Services**

Arrange for the services of staff responsible for facilitating meetings, preparing agendas, and negotiating and advocating on behalf of the GLRC. Supervise and provide direction to staff of the GLRC, make provisions for necessary management support services for operation of the GLRC.

All staff or employees employed by the GLRC shall be and remain at all times solely the agents, servants, or employees of the GLRC and shall not be construed for any purposes to be an agent, servant, or employee of any constituent member of the GLRC.

## **3. Provide Forum for Discussion**

Provide a forum for discussion, and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the GLRC.

## **4. Other Duties**

- Assist the standing committees and special committees of the GLRC in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, at a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the GLRC.

#### IV. RESOLUTION

The communities, institutions, school districts, and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercising authority that includes the ability to commit to the payment of their appropriate assessments based on their membership category for support of the GLRC. In subsequent years, communities, institutions, school districts, and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of their appropriate annual assessment in support of annual budgets approved by the GLRC.

Modifications to this Agreement as may be recommended by formal action of the GLRC shall be subject to acceptance of the appropriate authority of each community, institution, school district, or county.

Services provided through the GLRC and grant funds if obtained for stormwater management shall be, to the extent practical, limited to members that have signed and met their respective financial obligations under this Agreement.

#### V. FIDUCIARY SERVICES

The TCRPC has agreed to provide fiduciary services for the collection and expenditure of assessments paid under the terms of this Agreement. It is understood that the assessments paid under the terms of this Agreement will be used only for the services identified in the GLRC Annual Budget as adopted by the GLRC members. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual GLRC budget.

TCRPC has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Executive Committee. TCRPC has further agreed to provide a financial accounting of all funds collected and expended to the

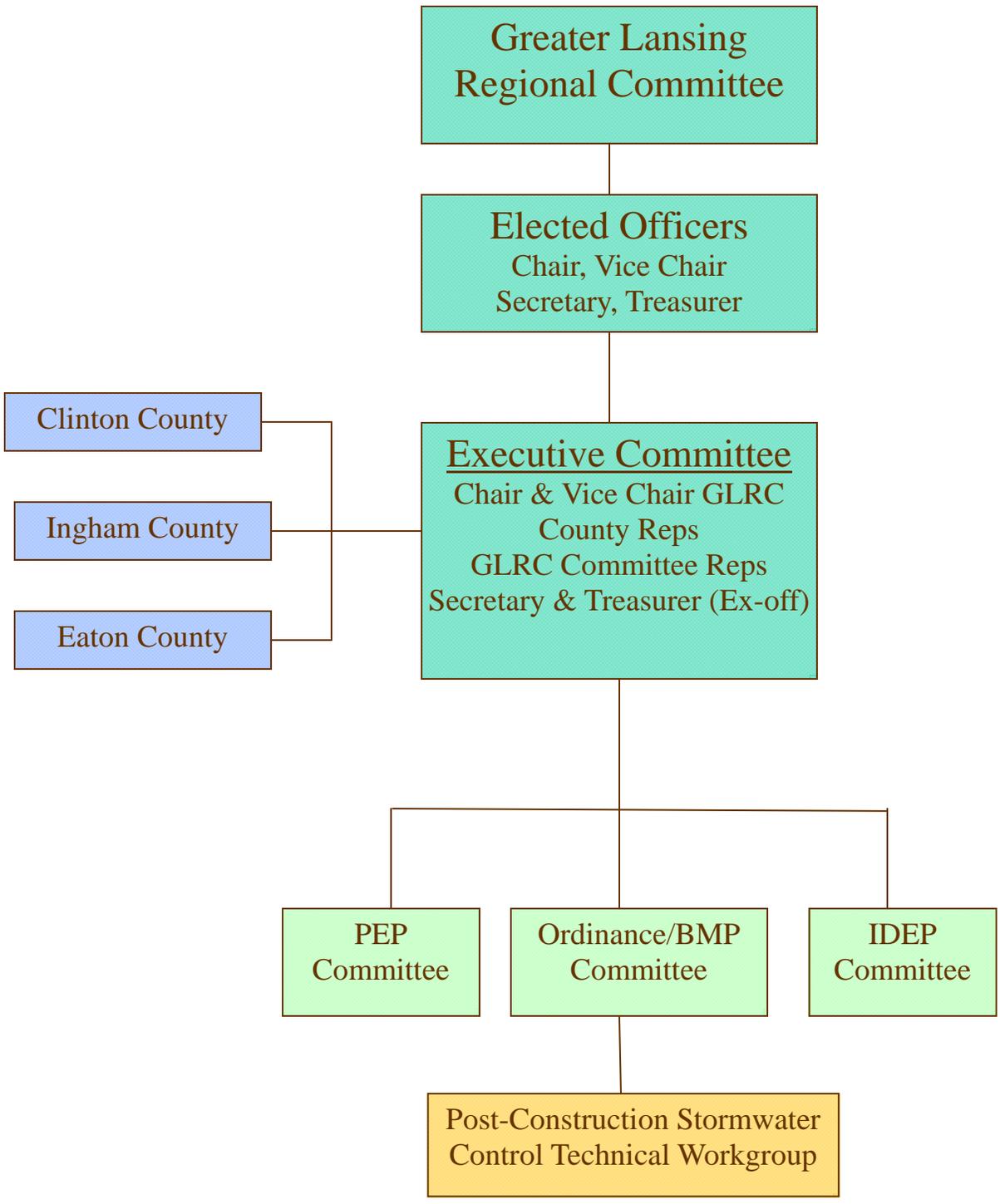
GLRC within 45 days following the end of each calendar year. Copies of the annual accounting and audit reports shall be made available to all GLRC member communities upon request. TCRPC shall obtain Executive Committee consensus before expenditure of any of the assessments collected.

**VI. INDEMNIFICATION, INSURANCE AND LEGAL FEES**

Each signatory to this agreement, as part of its general liability coverage, shall maintain coverage for any damages, claims, causes of action, or actions of any nature whatsoever arising from this agreement, and does hereby agree to indemnify and save and hold harmless each other signatory, respectively, its officers, employees, and agents from and against any and all such damages, claims, actions and causes of action, including legal fees, based on this agreement, as may arise from any action taken or permitted by each signatory, respectively.

This agreement is not intended to create a legal entity subject to suit. Nothing in this section shall be construed to give any third party any claim to which said third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity, or any other defense, for any claim against any party.

APPENDIX A  
GLRC MEMORANDUM OF AGREEMENT



**GREATER LANSING REGIONAL COMMITTEE  
2013 BUDGET - FINAL**

**Income**

Local Communities 95,768  
15 Full members, 2 Associate Members

Total 95,768

**Expenditures**

TCRPC - Staff/Support Services 87,668

Committee Expenses

Executive Committee 0

Illicit Discharge Elimination Plan (IDEP) 300

Public Education Plan (PEP) 3,650

Ordinance/BMP Committee 300

Mid-MEAC stream monitoring support 3,000

Annual Report Printing (100 copies) 350

Web Site Hosting 500

Total 95,768

<b>GLRC Members:</b>	<b>Dues</b>
City of DeWitt	\$6,104.50
City of East Lansing	\$6,104.50
City of Grand Ledge	\$6,104.50
City of Lansing	\$6,104.50
City of Mason	\$6,104.50
Delhi Charter Township	\$6,104.50
Delta Charter Township	\$6,104.50
DeWitt Charter Township	\$6,104.50
Lansing Charter Township	\$6,104.50
Meridian Charter Township	\$6,104.50
Lansing Public Schools	\$6,104.50
Clinton County	\$6,104.50
Eaton County	\$6,104.50
Ingham County	\$6,104.50
Michigan State University	\$6,104.50
<b>Associate GLRC Members:</b>	
Oneida Charter Township	\$2,200.00
Windsor Charter Township	\$2,000.00
<b>TOTAL</b>	<b>\$95,767.50</b>

**Carry Over as of August 31, 2012 was \$6,035**

## DELHI CHARTER TOWNSHIP

## M E M O R A N D U M

**TO:** Delhi Township Board Members

**FROM:** John B. Elsinga, Township Manager

**DATE:** January 29, 2013

**RE:** Collective Bargaining Agreement – ICEA/PERA

---

Enclosed for your review and approval is the Collective Bargaining Agreement (CBA) for the Ingham County Employees Association/Public Employees Representative Association (ICEA/PERA).

This is the third CBA for the employees in the Department of Public Services since the bargaining unit was formed in 2007. The bargaining unit consists of 8 employees from the Maintenance Division and 7 employees from the POTW Division.

This CBA is effective through December 31, 2015 and incorporates several significant changes as follows:

1. Drug/Alcohol Policy and Testing. This is a new article which incorporates past and current practices addressing Commercial Drivers Licenses, On-Duty Use of Prescription Drugs, the Michigan Medical Marihuana Act, Post-Accident Testing and Reasonable Suspicion Testing.
2. Personal Leave. Language was modified to address the conditions under which an employee may use personal leave time.
3. Vacations. A new section was added which addresses vacation use for new employees during the first 90 days of employment.
4. Payment in Lieu of Health and Dental Insurance. Language was modified to reflect the current policy as it applies to all non-union employees, which places a cap on the dollar amount payable to employees who choose a cash payment in-lieu-of health and dental coverage.
5. Maintenance Mechanic Certification. New language was added to address certification for maintenance mechanics consistent with certification for Plant Operators.

6. Township Personnel Manual. A new article was added which refers to the Township's Personnel Manual for all policies and procedures not specifically addressed by the CBA.

Wages and benefits, including vacation, sick, holiday pay, health care, dental, life insurance and pension contributions, along with retiree benefits have been and continue to mirror those for all non-union employees.

I believe this CBA represents a fair and workable relationship between the public services employees and the Township and is the result of effective negotiations, bargaining in good faith by both the union and management. Therefore, I recommend the Township Board approve the same.

### **RECOMMENDED MOTION:**

**To approve the Collective Bargaining Agreement between Delhi Charter Township and the Ingham County Employees Association/Public Employees Representative Association (ICEA/PERA), Local 1107, for the Department of Public Services bargaining unit, effective January 1, 2013 and expiring December 31, 2015.**



---

**DELHI CHARTER TOWNSHIP**

**AND**

**THE INGHAM COUNTY EMPLOYEES ASSOCIATION/  
PUBLIC EMPLOYEES REPRESENTATIVE ASSOCIATION,  
LOCAL 1107**

---

**COLLECTIVE BARGAINING AGREEMENT**

**Effective**

**January 1, 2013 through December 31, 2015**

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## **AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Delhi Charter Township, a municipal corporation of the State of Michigan (hereinafter referred to as the "Employer") and the Ingham County Employees Association/Public Employees Representative Association, Local 1107 (hereinafter referred to as the "Union").

## **DURATION**

This Agreement shall remain in full force and effect commencing on the 1<sup>st</sup> day of January, 2013 through the 31<sup>st</sup> day of December, 2015.

## **PURPOSE**

THIS AGREEMENT, entered into by the parties, has as its general purpose to promote the mutual interests of the Employer and the Union and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness and protection of property, and avoidance of interruptions to production.

The parties further promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, wages, hours of employment, and other conditions of employment.

The agreements concerning wages, hours, working conditions, and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and will cooperate fully to secure the advancement and achievement of these purposes.

## **NON-DISCRIMINATION**

The Employer and the Union agree to abide by local, State, and Federal laws prohibiting discrimination against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, marital status, or disability.

## **NO STRIKE CLAUSE**

The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause, whatsoever, by the employees it represents nor shall there be any concentrated failure by them to report for duty nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket on the Employer's premises within the Employer's jurisdiction. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

## **PAST PRACTICE**

It is the expectation of the parties that this Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or practices.

## **ARTICLE 1** **RECOGNITION OF UNION**

Section 1. Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following unit pursuant to MERC Case No. R06 L-133:

All full and regular part-time employees of the Department of Public Services including: Maintenance Mechanic(s); Plant Operator(s); Construction and Technology Coordinator and Environmental Coordinator. Excluding: Director of Public Services; Chief Plant Operator; Collections Systems Supervisor; Facilities Supervisor; Maintenance Supervisor; Secretaries/Clerical. <sup>1</sup>

Section 2. Bulletin Boards. The Employer will provide two (2) bulletin boards to be located at the POTW Facility and the Maintenance Facility, which may be used by the Union for posting notices or other materials related to the activities of the Union. The Secretary of the Union shall be responsible for such bulletin boards and shall maintain them in a neat manner. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin board, the President of the Union will be advised by the Employer of the nature of the dispute and the notices or bulletins will be removed from the bulletin board.

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<sup>1</sup> If the following positions or substantially-similar positions are recreated by the Employer, they shall be included in this bargaining unit: Custodian(s); Building Maintenance/Grounds Keeper; Maintenance laborer.

Section 3. Officers. The Union shall designate four (4) officers: President, Vice President from Maintenance, Vice President from the POTW, and Secretary. Reasonable arrangements will be made to allow an officer off, only one at a time, with prior permission of their Supervisor, during his/her working hours, without loss of time or pay, to investigate and attend grievance meetings. One officer in addition to the Union's General Counsel may represent an employee at all steps of the grievance procedure. The Employer shall be advised in writing as to which officer represents the employees for notification and grievance processing purposes as to each grievance.

Section 4. Notice of Representatives. The Union shall furnish the Employer with a current written roster listing the names of its officers. When changes are made of the Union officers, the Union shall, within ten (10) days thereof, notify the Employer of these changes in writing. No officer shall act as such until the Employer has been notified of their appointment.

Section 5. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within a reasonable time period of the written request and shall be held between 8:00 a.m. and 5:00 p.m., at a time and place which is mutually agreeable to the parties. Such meeting will be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed fifteen (15) minutes immediately preceding a special meeting.

Section 6. Union Meetings. Meetings of the Union may be held at the Employer's facilities with prior approval of the Employer; provided the desired space is available and such meetings do not interfere with the efficient operation of the department. The Union shall not meet during working hours except as specifically provided under the terms of this Agreement.

Section 7. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of not more than two (2) Union members at any one time at the bargaining table. The Union shall furnish the Employer with a written list of the bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary. The Union may additionally have up to two (2) non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiating a new Agreement. Negotiation sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. An additional two (2) Union members may attend sessions held after working hours.

Section 8. Subcontracting. Notwithstanding any other contrary provision in this Agreement, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the

Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide ten (10) calendar days notice to the Union if an employee is to be laid off. The decision to subcontract is not grievable and shall be within the Employer's sole discretion.

Section 9. Use of Facilities. The Union shall not be allowed use of the Employer's facilities, copier, printers, office supplies, phone, and e-mail system without the express permission of the Employer.

## **ARTICLE 2** **UNION SECURITY AND CHECK OFF**

Section 1. The parties agree they will not discriminate against any employee because of membership or non-membership in the Union.

Section 2. Union Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which may be less than one hundred percent (100%) of the regular monthly dues paid by Union members and which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating and administering the terms of the Agreement, which shall not include, by way of example, but not by way of limitation, other dues and assessments or other amounts for Union activities.

The requirement set forth above shall become effective thirty (30) days after the employee's date of hire.

Section 3. Dues Check Off. The Employer agrees to deduct the Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a complete check off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The authorization form shall be filed with the Assistant Township Manager of Human Resources, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no deduction shall be made until the deficiency is corrected.
- B. The Employer shall only deduct obligations which are due at the time of check off and will make check-off deductions only if the employee has enough pay due to cover such obligations, and will not be responsible to the employee if he/she has duplicated direct payment to the Union. The Employer shall remit the dues to the Union's Treasurer.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the Assistant Township Manager of Human Resources within two (2) weeks after a remittance is sent, of its belief that the remittance is incorrect, and shall set forth with particularity the allegations of error.

- D. Any employee may terminate his/her check-off authorization by written notice to the Assistant Township Manager of Human Resources.
- E. The Union shall provide at least thirty (30) days prior written notice to the Assistant Township Manager of Human Resources of the amount of Union dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be limited to no more than four (4) times in a calendar year and shall be provided at least thirty (30) days prior to the effective date.
- F. The amount of the Union dues and/or representation fee shall be deducted from each member's paycheck on the second payroll of each month.

Section 4. Indemnity Provision. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, lawsuits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 5. Notice of New Hires. The Employer will provide notice to the Union of any new hires, rehires, reinstated, or transferred employees into the Union's bargaining unit. The Employer will provide all new hires with a copy of this Agreement.

### **ARTICLE 3** **EMPLOYER RIGHTS**

Section 1. The Employer hereby reserves and retains, solely and exclusively, all rights to manage and direct its workforce and shall have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to retain the authority to assign incidental duties connected with positions acknowledging that not every incidental task and/or duty may be described in job descriptions/classifications; to determine the number of personnel assigned on duty at any time; to direct and control operations; to perform work through the utilization of non-bargaining unit personnel, including salaried employees; to discontinue, combine, or reorganize any part or all of its operations; to contract out for goods and services; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff, and recall personnel; to establish, amend, supplement, or delete work rules, and fix and determine penalties for violation of such rules; to make judgments as to the ability and skill of

employees; to establish and change work schedules; to schedule overtime, to provide and assign relief personnel; to hire irregular, temporary, and seasonal employees to perform bargaining unit work; to assign Supervisors to perform bargaining unit work; to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The Employer's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America. All rights, functions, powers, and authority which the Employer has not expressly and specifically abridged, amended, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained and reserved by the Employer.

Section 2. The Employer shall have, within its discretion, the right to make, amend, supplement, or delete rules and regulations. However, the Union shall receive a copy of any new or modified rule or regulation ten (10) calendar days prior to its effective date, unless conditions warrant necessary immediate implementation. If there is concern regarding the fairness of the rules or rule change, the Union may request a special meeting between the Union and the Employer to discuss the reasonableness of the rule.

In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a specific provision of this Agreement.

If the employees do not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union or the employees until such notice is provided.

#### **ARTICLE 4** **DEFINITION AND CLASSIFICATION OF EMPLOYEES**

- A. Regular Full-Time Employees. Employees regularly scheduled to work forty (40) hours per week, who are assigned to a position of unrestricted duration and can be expected to exist as long as budgeted funds are available, shall be considered regular full-time employees and they shall be entitled to the benefits under this Agreement except where otherwise indicated.
  
- B. Regular Part-Time Employees. Employees regularly scheduled to work less than forty (40) hours per week, who are assigned to a position of unrestricted duration and can be expected to exist as long as budgeted funds are available, shall be considered regular part-time employees. Such employees shall not be entitled to any fringe benefits as stated in this Agreement except where otherwise indicated and as required by law.

- C. Temporary/Seasonal Employees. Employees hired for a period of six (6) months or less shall be considered a temporary/seasonal employee and shall be compensated by wages only without any fringe benefits except as required by law. Such employees shall not be covered by the terms of this Agreement.
- D. Classification of Employees. For purposes of this Agreement, employees within the bargaining unit shall be classified as follows:

<u>Classification</u> <sup>2</sup>	<u>Position</u>
Maintenance:	Maintenance Mechanic I & II
Regulatory Compliance:	Environmental Coordinator
Operator:	Plant Operator I, II, & III
Mechanic:	POTW Plant Maint. Mechanic
Technical:	Construction and Technology Coordinator

**ARTICLE 5**  
**DATE OF HIRE/SENIORITY**

Section 1. Hire Date. The effective date on which an individual is officially hired as an employee of the Employer shall be designated as that individual's "Hire Date." This date is used to determine eligibility of fringe benefits (*i.e.* health and dental, vacation and sick time, pension, life and disability insurance, etc.) which full-time employees are entitled to. An employee's "Hire Date" will remain in effect throughout the employee's continuous consecutive years of Employer-paid employment. The following shall alter an employee's hire date:

- A. Layoffs, which exceed one (1) year, shall change one's hire date to the date of return to employment, if applicable.
- B. Authorized medical leaves of absence exceeding one (1) year shall change one's hire date to the date of return.
- C. Termination of employment and subsequent rehire.

Section 2. Seniority. "Seniority" is defined as the length of continuous full-time service within a classification. Part-time employees' seniority shall be the total length of service within a classification based upon the total number of hours worked in that classification. For purposes of this Section, two thousand eighty (2,080) hours is equivalent to one (1) year of service. Employees who have the same number of hours of service within a classification

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<sup>2</sup> If the following positions are recreated by the Employer, the classifications shall be:

Janitorial	Custodian I & II
Grounds Keeping	Building Maintenance/Grounds Keeper
Laborer	Maintenance Laborer

shall be placed on the seniority list in alphabetical order of surnames. The Employer shall prepare a seniority list and submit it to the Union on an annual basis.

Section 3. Layoff and Recall.

- A. Layoff is defined as a reduction of the workforce. The necessity of a layoff shall be determined by the Employer. Layoffs will be determined by seniority within the affected classification, beginning with the least seniority provided that the senior employee(s) retained presently have the necessary experience, qualifications, skills, and ability to perform the remaining work, as determined by the Employer. The Employer may consider requests for voluntary layoff.
- B. Bumping Rights. Bumping between classifications shall be permitted by seniority. An employee who is laid off may elect to bump a less senior employee in a different classification within the bargaining unit provided that the senior employee(s) retained presently have the necessary experience, qualifications, skills, and ability to perform the remaining work, as determined by the Employer.
- C. Employees subject to layoff shall receive written notice no less than ten (10) calendar days in advance of the effective date of their layoff. The Union shall also receive copies of any layoff notices.
- D. When positions become available, those laid off employees shall be notified of said openings and recalled, in the reverse order of layoff. Recalled employees are reinstated at the job classification level, rate of pay, and step level in effect at time of layoff. The Employer will not recall an employee after a period of time equal to the employee's seniority at the time of the layoff, or to a maximum of not more than one (1) year from the date of the employee's layoff, whichever is less. If the employee is rehired after such period, they shall be considered a new employee.
- E. Employees who have been laid off and who, within five (5) working days after delivery of recall notice to their last known address shown on the Employer's personnel records, fail to respond as directed or decline recall, shall be presumed to have waived their recall and shall be deemed to have resigned. The Union shall also receive copies of any recall notices.
- F. An employee who is laid off may elect not to be paid for his/her earned sick leave or vacation accumulations (accrued to the effective date of the layoff) until up to a full year on layoff status, at which time those accumulations must be converted to cash at the employee's last rate of compensation.

**ARTICLE 6**  
**VACANCIES AND TEMPORARY ASSIGNMENT**

Section 1. Vacancies. In the event a new position is created or an opening exists in a vacated position, interested employees shall have an opportunity to apply within the posting period by filling out an application and submitting same with the Township official designated for receipt of that application. New positions or vacancies will be posted concurrently, both internally and externally. Job postings will be posted internally at the POTW and at the Maintenance Division, clearly marked as Union positions, for a minimum of five (5) working days. Opportunities to promote from within will be considered; all internal applicants shall be granted an interview. The Employer reserves the right to hire persons from within or outside of the current bargaining unit.

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of the duties and responsibilities of a position in a higher salary grade for a continuous period of more than thirty (30) calendar days shall be paid at the lowest step rate of the higher position that is at least five percent (5%) above his/her present step rate retroactive to the start of such work. An employee so assigned shall advance within that grade on the same basis as other employees within that grade. An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of temporary assignment.

**ARTICLE 7**  
**WORKDAY, WORKWEEK, LUNCH PERIOD, AND BREAKS**

Section 1. Workday and Workweek.

- A. Maintenance Division Employees. The normal workday for full-time employees in the Maintenance Division shall consist of eight (8) hours per day, Monday through Friday, beginning at 8:00 a.m. and ending at 5:00 p.m. with a one (1) hour unpaid lunch period.

Employees scheduled on work rotation per job assignment shall be scheduled to work eight (8) hours per day, Monday through Friday as follows:

Vactor Crew: 6:00 a.m. to 2:00 p.m. w/no lunch period.

Camera Crew: 6:00 a.m. to 2:00 p.m. w/no lunch period.

Lift Stations: 8:00 a.m. to 5:00 p.m. w/one (1) hour unpaid lunch period.

Miss Digs & Inspections: 8:00 a.m. to 5:00 p.m. w/one (1) hour unpaid lunch

Employees shall be assigned to the above jobs on a four (4) week rotation beginning on a Monday. Maintenance Mechanic IIs move in the order designated above and Maintenance Mechanic Is move backward. The rotation for Maintenance Mechanic Is and Maintenance Mechanic IIs will be one (1) week apart. If an employee is requested to move to another job assignment, he shall maintain the hours of the rotation he is

currently on. For the initial assignment each year, the employees will be able to select the rotation they want to start on, based on seniority.

POTW: A Maintenance Mechanic I and a Maintenance Mechanic II shall be permanently assigned to work at the POTW on a 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch schedule. The Employer will request volunteers for these positions, if there are more than one volunteer, in each category, the Employer will select the employee based on skill, ability and work performance. If the employees are equal in skill, ability and work performance, the position(s) shall go to the most senior employee who volunteered.

- B. POTW Division Employees. The normal workday for full-time employees in the POTW Division shall consist of eight (8) hours per day, plus a one-half (1/2) hour unpaid lunch period. The 1<sup>st</sup> shift shall be from 7:00 a.m. to 3:30 p.m. The 2<sup>nd</sup> shift shall be from 3:00 p.m. to 11:30 p.m. The 3<sup>rd</sup> shift shall be from 11:00 p.m. to 7:30 a.m. The specific days worked during the week shall vary based upon plant operations.
- C. The normal workweek for all full-time employees shall consist of forty (40) hours, beginning on Monday and ending one hundred sixty-eight (168) hours thereafter. Employees may work more than forty (40) hours per week from time to time.
- D. Employees may work different hours and/or days from time to time. Notification stating the reason, duration, and the alternative working hours shall be provided to the Union ten (10) calendar days in advance of the effective date of said change.

Section 2. Overtime. Overtime will be paid as follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) pay week for which overtime has not already been earned. For purposes of this Section only, "worked" includes paid vacation, sick time, and holidays.
- B. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked.
- C. Prior approval of all overtime is required by an employee's Supervisor with the exception of emergencies or scheduled overtime.
- D. Any and all overtime, scheduled or otherwise required by the Employer shall be mandatory. The Employer reserves the right to schedule and assign overtime including call-outs, emergencies and special events. Employees who are on-call shall not work scheduled overtime for special events. Brush drop off, tree lighting and parades are first offered on a seniority basis. The Employer is not precluded from offering overtime to employees on vacation.

- E. Compensatory Time. Employees, with the mutual agreement of their Supervisor, may take compensatory time off at the rate of time and one-half (1-1/2) per hour worked in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the employee and his or her immediate Supervisor. Employees may earn a maximum of forty-eight (48) hours of compensatory time each calendar year. Any compensatory time remaining in the employee's leave bank at the end of each calendar year shall be paid at the employee's regular hourly rate of pay as of December 31<sup>st</sup> to be paid out in the next regular bi-weekly payroll. All earned and unused compensatory time shall be paid to the employee upon separation from employment.

Section 3. On-Call. On-call is defined as a twenty-four (24) hour period wherein the on-call employee is required to carry a designated pager and cell phone, which will be provided by the Employer, to respond to call-outs of a routine and non-routine nature. The on-call period and trade off for the pager for the Maintenance Division begins at 8:00 a.m. The on-call period and trade off for the pager for the POTW Division begins at 3:00 p.m.

- A. Employees scheduled to be on-call shall be compensated at two (2) hours straight time at the employee's regular hourly rate of pay for weekdays, Monday through Friday; and three (3) hours straight time at the employee's regular hourly rate of pay for weekends and holidays.

The employee must be available by either telephone or pager from the time period that his/her on-call would begin until it would end. The employee must be able to respond to any call-out within a reasonable time period from the time, typically within forty-five (45) minutes, that he/she is first notified of the call-out. Failure of the employee to timely respond to said call-out shall result in forfeiture of all on-call and call-out pay and such other discipline as the Employer shall determine.

If a call out occurs during a scheduled shift, the on-call employee will contact the scheduled shift employees to respond.

- B. Maintenance Division Employees. In November of each year, the number of weeks for the following calendar year each employee must be on-call will be determined. All employees will be given the opportunity to determine their preference of on-call weeks based on seniority.
- C. POTW Division Employees. In November of each year, the on-call schedule for the following calendar year shall be determined based upon the scheduled work assignments for POTW operations. All employees will be given the opportunity to determine their preference of on-call weeks based on seniority.
- D. Back-Up For On-Call.

Any call-out requiring a second employee to assist the on-call employee during the call-out shall be made as follows:

The on-call employee at the POTW Division shall first contact the on-call employee at the Maintenance Division and vice-versa. In the event the second employee is already responding to a separate call-out and is not able to assist, the on-call employee shall seek assistance from the person backwards in the on-call schedule of their division.

- E. In the event an employee who is on-call uses any leave time, whether paid or unpaid, on-call will be forfeited for that twenty-four (24) hour on-call period. On-call will be transferred to the person backwards in the on-call schedule. There shall be one exception, limited to 45 minutes of personal leave time, due to unforeseen circumstances.
- F. Tradeoff of on-call weeks shall be permitted with the written consent of the employee's Supervisor and Department Head as long as the affected employee finds coverage through backwards rotation of the on-call list. If an employee cannot find coverage, he/she cannot trade. All requests for trade time shall be scheduled through the employee's immediate Supervisor. An employee shall indicate their preference in writing no later than Thursday at 3:00 p.m. for any trade time requested for the on-call week that starts a week from the next day, except in the case of an emergency. Under special circumstances, the Department Head may allow an employee to utilize trade time for absences requested after Thursday due to unforeseen situations. If the employee cannot perform the on-call assignment due to illness, injury, work restriction, or emergency, the Supervisor shall secure coverage through backward rotation in the on-call schedule. Requests will first be made, if no employee accepts, then the lowest seniority employee must accept the on-call.
- G. An employee shall be permitted with approval to drop any on-call days provided that the employee has secured coverage through backward rotation in the on-call schedule. All requests for dropping an on-call day shall be made in writing no later than Thursday at 2:00 p.m. for any requests for the next calendar week. The Employer will respond by that Friday by 2:00 p.m.
- H. Anytime a call-out results in more than the two (2) hour minimum, it shall be approved in advance by the employee's immediate supervisor.
- I. Approval of the on-call schedules, all trade time, and dropping of all on-call days(s), shall be at the sole discretion of the Employer.

Section 4. Call in Pay. An employee who is called back to work shall receive pay for the actual time worked at the appropriate rate of pay, if they work until the start of their regular shift or at the end of their normal shift. If that employee does not work until the start of their regular shift or contiguous to the end of their shift, he/she shall receive a minimum of two (2) hours of pay at the rate of time and one-half (1-1/2). In the event a second "call back" is issued within two (2) hours of that minimum, overtime shall be based only upon total hours

worked and not upon said minimum, unless the “call back” is in regard to a totally unrelated problem.

- A. Nuisance Calls. Nuisance calls are defined as any call received by the on-call employee on the on-call phone in which the call does not require any action on behalf of the employee or any call received that is caused by the on-call employee. The on-call employee shall not be compensated for these nuisance calls.

Any call received by the on-call employee wherein the call does require action on behalf of the employee, but does not require the on-call employee to physically leave the premises, shall be compensated for the actual time worked.

- B. Remote Monitoring. Employees will be compensated for actual time worked while remotely monitoring township facilities up to a maximum of one (1) hour per day. If the Employer wants to mandate any frequency of remote monitoring, it will first meet and bargain with the Union.

#### Section 5. Lunch and Break Periods.

- A. Lunch Periods. A one (1) hour unpaid lunch period for Maintenance Division employees working a normal workday shall be taken from 12:00 to 1:00 p.m. A one-half (1/2) hour unpaid lunch period for POTW Division employees shall be taken anytime between 11:30 a.m. and 12:30 p.m.
- B. Break Periods. Breaks are generally allowed twice a day; one (1) break period for every four (4) hours worked. The first break period for all employees may be taken at any time between two (2) hours and two and one-half (2 ½) hours after the start of the employee’s shift. The second break period for all employees may be taken at any time between six (6) and six and one-half (6½) hours after the start of the employee’s shift. Each break period is not to exceed ten (10) minutes. In no case shall a break period be permitted at the beginning or end of the workday, nor shall break periods be combined together or combined with a lunch period, if applicable. Break periods do not accumulate if not taken.
- C. In the event Maintenance Division employees and POTW Division employees are working together, breaks and lunch periods shall be adjusted to be taken simultaneously to avoid down time.
- D. Employees may be allowed to utilize Township vehicles, within Township-boundaries, to stop for a few minutes and purchase necessary drinks and/or food upon prior approval of their supervisor.

Section 6. Continuation of work is that work which is performed during a regular shift and continues past the normal workday. If an employee on continuation cannot continue, at the request of the employee, the on-call employee may be contacted. In the event an on-call event occurs during a continuation, the on-call employee shall not be contacted. The

employee on continuation will complete the on-call work. It shall be at the sole discretion of the Employer, if the employee shall stay on continuation.

Section 7. Night-Shift Premium. Any employee, who is regularly scheduled to work the second or third shift, if any, shall receive a shift premium of five percent (5%) per hour base pay for all hours “worked” on that shift. For purposes of this section, paid vacation, sick, compensatory time and paid holidays are not included as hours worked.

Section 8. The first ten (10) minutes at the beginning of a shift and the last ten (10) minutes at the end of a shift shall be designated for preparation and clean up.

## **ARTICLE 8** **LIFE AND DISABILITY INSURANCE**

Section 1. The Employer provides each regular full-time employee with life insurance coverage equal to his/her annual wage as of January 1 of the current year (rounded to the nearest thousand dollars). That policy provides double indemnity in the case of accidental death.

Section 2. Part-time employees are not eligible for life or long-term disability insurance coverage.

Section 3. Long-term disability insurance is provided per the Employer administered plan for eligible regular full-time employees. The employee’s annual wage as of January 1 of the current year will determine the amount of insurance coverage provided at any given time. In the event of a disability due to sickness or injury as determined by the insurance carrier, full-time employees will be provided with disability income of sixty-six and two-thirds percent (66 2/3%) of the employee’s basic monthly earnings, effective one hundred eighty (180) days after the date of the illness or injury. Basic monthly earnings does not include overtime pay or any other extra compensation. The effective date of coverage is the first day of the month following ninety (90) days of continuous full-time employment.

## **ARTICLE 9** **DEFERRED COMPENSATION**

Eligible employees may enroll in a tax-deferred compensation plan under the rules of the Employer’s plan.

## **ARTICLE 10** **STANDARDS FOR PERSONAL CONDUCT**

All employees are expected not to violate the following rules of conduct as well as the other rules and policies in this Agreement. The list is not intended to be an all-inclusive list of rules of conduct as it is impossible to list rules to cover in every situation. Further, pursuant to Article 3, Section 2, the list may be added to, modified, or supplemented by the employee’s Supervisor, Department Head, or Assistant Township Manager of Human Resources. The

purpose of these rules is to set forth some rules of conduct which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge.

1. Unauthorized absence.
2. Employees are required to notify their immediate Supervisor prior to any absence as soon as possible.
3. Tardiness - Employees who are late may be docked for time lost, or otherwise disciplined and/or discharged.
4. Neglect or failure to satisfactorily perform assigned duties.
5. Unauthorized use of Township property, equipment, or facilities (including telephones and duplicating equipment) is prohibited.
6. Violation of a safety rule or safety practices.
7. Insubordination.
8. The theft, attempted theft, or neglect of property of the Township, its visitors, or employees is prohibited.
9. Threatening other persons or instigating a fight or fighting.
10. Possession of intoxicants or consuming intoxicants on Employer property.
11. Working while being under the influence of or impaired by intoxicating beverages or controlled substances, except as may be legally prescribed by a physician.
12. Possession of firearms, fireworks, or explosives during working hours or at any time while on Township property.
13. Misrepresentation of medical conditions or other facts in seeking employment.
14. Gambling on Employer property.
15. Falsification or destruction of Employer records.
16. Abusive or obscene language to any Supervisor, employee, or member of the public.
17. Public Decorum - All Township employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

18. Violations of any Employer policies.
19. Refusal to perform assigned work.
20. Interfering with the work of other employees, or conduct disruptive to the work of other employees.
21. Unauthorized use and/or destruction of Employer property.
22. Violation of Federal or State law regarding record restrictions. Employer records are not to be discussed or released without the consent of a Supervisor.
23. Sexual harassment of employees by other employees is strictly prohibited. Any employee engaging in an act of sexual harassment will be subject to disciplinary measures. Additional information or assistance may be obtained from the Township Manager. Complaints regarding this policy may be made to the employee's Department Head, and/or the Township Manager, or the Township Supervisor if the complaint involves the Township Manager.

**Sexual harassment shall be defined within this policy as follows:**

Unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

24. Employees will present a well-groomed appearance and dress appropriately for their position.
25. Acceptance of Gifts - Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a Township employee.
26. Improper use of sick leave or other leaves of absence.
27. Abuse of break or lunch periods.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

Section 1. No non-probationary employee will be disciplined or discharged without just cause. Under most circumstances, discipline will be of a progressive nature and shall take place within fifteen (15) work days of the Employer becoming aware of the occurrence. In

some instances where investigation is required, a short delay in discipline may be warranted. Nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 2. In the event of disciplinary action or discharge, the Employer shall notify the Union promptly in writing.

Section 3. The Employer shall not use an employee's prior record which is more than four~~five~~ (45) years old in imposing discipline or discharge. The four~~five~~ (45) years begin to run from when the prior discipline was actually imposed.

## **ARTICLE 12** **SAFETY PRACTICES**

Section 1. Employees must inform their immediate Supervisor of any unsafe working condition as soon as the employee first becomes aware of it.

Section 2. A Safety Committee established by the Employer shall include two (2) members of the Union; one (1) member from the Maintenance Division and one (1) member from the POTW. The Committee shall meet periodically as determined necessary, but in no event shall the Committee meet less than twice per contract year. The Committee shall review and make recommendations on the following:

- A. General Safety Conditions and Practices;
- B. Equipment Safety;
- C. Operational Safety Procedures;
- D. The Committee's findings and recommendations shall be advisory only and shall not constitute any limitation on the managerial prerogatives of the Employer.

Section 3. Facial hair, such as beards, beard stubble, mustaches, or sideburns, etc., which cross a respirator sealing surface, shall not be permitted between the skin and the face piece.

## **NEW ARTICLE** **DRUG/ALCOHOL POLICY AND TESTING**

### **Section 1. POLICY STATEMENT**

Delhi Charter Township will not tolerate the illegal use of drugs. It is the policy of Delhi Charter Township to comply with the Federal Drug-Free Work Place Act of 1988 to promote a safe work environment for its employees and citizens.

Effective immediately, all Delhi Charter Township premises, including work sites and all Delhi Charter Township vehicles, are declared to be drug-free work places. This means:

- All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place.
- Employees found to be in violation of any of the provisions of this policy under this Article will be subject to appropriate personnel/disciplinary action up to and including termination from employment for the first offense, and/or other remedial measures as the individual circumstances warrant.
- Any employee convicted of violating a criminal drug statute in the work place must inform Delhi Charter Township of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction. Failure to inform Delhi Charter Township subjects the employee to disciplinary action, up to and including termination from employment for the first offense. By law, in the event Delhi Charter Township is a federal grant recipient, it must notify the federal granting agency within ten (10) days of receipt of the notice of conviction.
- Delhi Charter Township reserves the right to offer employees convicted of violating a criminal drug statute in the work place participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

Section 2. Commercial Drivers License (CDL) Law. It is the policy of Delhi Charter Township to comply with the State and Federal CDL Law. The Department of Transportation (DOT) requires drug and alcohol testing for persons carrying a CDL. The Township has implemented a drug and alcohol testing program to promote a safe working environment for all.

Section 3. On-Duty Use of Prescription Drugs. The Township will not allow any employee to perform their duties while taking prescription drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce this if asked. Employees should consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees are not, however, required to disclose underlying medical conditions.

Section 4. Michigan Medical Marihuana Act. This Act does not affect the right of Delhi Charter Township from prohibiting the use of medical marihuana in the work place. All employees are strictly prohibited from the use of medical marihuana in the work place. Employees found to be in violation of this policy will be subject to disciplinary action up to and including termination from employment for the first offense.

Section 5. Post-Accident Testing. Employees are subject to drug and alcohol testing when they cause or contribute to accidents that damage a Township vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place immediately following the accident. Under no circumstances will the

employee be allowed to drive himself or herself to the testing facility and shall be further prohibited from driving a motorized Township vehicle pending the results for the drug and alcohol test.

Section 6. Reasonable Suspicion Testing. The Township will require an employee to be tested when the employee's conduct has given rise to a reasonable suspicion that the employee is under the influence of drugs or alcohol. The decision to test must be based on specific observations concerning appearance, behavior, speech or body odors of the employee or other physical behaviors or performance indicators of probable drug or alcohol use.

Section 7. Employees will be paid for time spend in drug/alcohol testing. If testing extends past the employee's regular working hours, this time will be paid at straight time. In no case shall an employee receive overtime compensation for time spent in testing.

#### **ARTICLE 14** **PERSONNEL FILE**

An employee may examine his/her personnel file as provided under State law, being MCL 423.501 *et seq.* If anyone other than the employee requests to see information in that employee's personnel file, the employee shall be informed of such a request. This does not apply to situations where personnel file information is sought for internal Employer purposes.

#### **ARTICLE 15** **LEAVE OF ABSENCE**

##### Section 1. Family and Medical Leave.

##### A. General.

1. A regular employee who has completed twelve (12) months of employment and worked at least one thousand two hundred fifty (1,250) hours for the Employer in the past twelve (12) months may request an unpaid leave of absence under the Family Medical Leave Act ("FMLA") for a period not to exceed twelve (12) weeks in any one calendar year for any of the reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave, and must be approved by the Assistant Township Manager of Human Resources. A leave of absence may be granted in the following cases:
  - (a) A serious health condition that makes the employee unable to perform the functions of his/her position;
  - (b) In order to care for the employee's spouse, child, or parent if the person being cared for has a serious health condition;

- (c) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
    - (d) For incapacity due to pregnancy, prenatal medical care or because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - 2. The Employer shall require employees to use all accrued paid leave while on an FMLA leave of absence.
  - 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child, or to care for a sick parent.
  - 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
  - 5. Subject to notification and certification requirements described below, leave to care for a spouse, child, or parent, or due to a serious health condition of the employee, may be taken intermittently or on a reduced leave schedule when medically necessary.
- B. Continuation of Benefits. All FMLA leaves of absence shall be without pay and benefits. The only exception to its policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least one thousand two hundred fifty (1,250) hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c), or (d) listed in Section 1.A. above. This twelve (12) week period shall include any time in which the employee was absent from work on disability leave and/or sick time if otherwise qualified under the FMLA (except under conditions (c) or (d) listed in Section 1.A. above), and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
- C. Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-

week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees are entitled to a special leave of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- D. Reinstatement After Leave. When a leave of absence under conditions (a), (b), (c), or (d) of Section 1.A. above is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
- E. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child, or parent, or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, and;
  2. Shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- F. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent, or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse, or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
  2. The probable duration of the condition;
  3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  4. When applicable, a statement that the eligible employee is needed to care for the child, spouse, or parent, and an estimate of the amount of time that the employee is needed to provide such care.
  5. When applicable, a statement that the employee is unable to perform the functions of their position;
  6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
  7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
  8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- G. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- H. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

- I. Subsequent Reclassification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 2. A regular full-time or regular part-time employee who, because of an illness or accident which is non-compensable under Workers' Compensation law, upon demonstration of disability by report of a medical doctor, shall be entitled to unpaid leave for up to six (6) months once their earned sick leave and vacation time have been exhausted. Thereafter, the Employer (Assistant Township Manager of Human Resources) within its sole discretion may extend the time upon further demonstration of disability for up to one (1) year. The Employer may require medical verification from a doctor of its choosing. This time shall count towards FMLA leave if otherwise eligible for same.

Section 3. Unpaid leaves of absence may be granted within the Employer's sole discretion to regular full-time or regular part-time employees for the purpose of personal need which is not eligible under the FMLA. The employee must furnish the Employer with such request in writing no later than two (2) weeks prior to the date that such employee desires to take such leave. Leaves for this purpose shall not exceed one (1) month. Denial of a request for a leave of absence shall not be subject to appeal.

Section 4. A regular full-time employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government wage received for this service. If the Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

Section 5. An employee who meets all of the requirements as hereinbefore specified, who is granted an unpaid leave of absence, shall not have benefits continue such as, but not limited to, vacation and sick leave accumulation, health insurances except as required under the FMLA, holidays, and retirement. Employees wishing to continue health, dental, disability, and life insurance during an unpaid leave may do so by prepaying the premiums to the Employer.

Section 6. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested. Unpaid leaves of absence are to be used for the purpose intended. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on a leave of absence may result in immediate termination of employment.

**ARTICLE 16**  
**SICK LEAVE, BEREAVEMENT LEAVE, AND PERSONAL LEAVE**

Section 1. Sick Leave.

A. Each regular full-time employee earns sick leave accumulated in a single sick leave bank at the rate of twelve (12) days per year, expressed as three point seven (3.7) hours per pay period (two [2] weeks), pro rated, up to a maximum of one thousand nine hundred twenty (1,920) hours. Employees on an unpaid leave of absence do not earn or accumulate sick leave.

1. For all employees hired or attaining "Regular Full-Time" status after April 1, 1992:

Unused sick leave credit is paid at the employee's current rate of pay up to and not to exceed fifty percent (50%) of accumulated sick leave up to four hundred eighty (480) hours upon resignation by the employee, retirement, or upon reassignment to another status that does not include earning sick leave, or upon his/her death to be paid to the beneficiary<sup>3</sup> of the employee. No payment is made for accumulated and unused sick time in cases where the employee is discharged by the Employer.

2. For all employees hired or attaining "Regular Full-Time" status before April 1, 1992:

Unused sick leave credit is paid at the employee's current rate of pay up to, and not to exceed accumulated sick leave up to, four hundred eighty (480) hours upon resignation by the employee, retirement, or upon reassignment to another status that does not include earning sick leave, or upon his/her death to be paid to the beneficiary of the employee. No payment is made for accumulated and unused sick time in cases where the employee is discharged.

Unused sick leave credit earned beyond four hundred eighty (480) hours and up to eight hundred (800) hours is paid at the employee's current rate of pay at a rate of eight (8) hours' (one [1] day's) pay for every twenty-four (24) hours' (three [3] days') accumulated but not used sick leave upon resignation, retirement, reassignment to a status that does not include earning sick leave, or upon death to be paid to the beneficiary of the employee.

3. Employees who have not completed one (1) year of employment from their date of hire shall not be entitled to unused sick leave credits.

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<sup>3</sup>Delhi Township requires that employees complete and execute a special form designating their beneficiary to receive payment for accumulated sick leave, vacation, and wages in case of death.

- B. Sick leave may be used by eligible employees when they are incapacitated from the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment. Sick leave may also be used by an employee when a member of the employee's immediate family requires the care and attendance of the employee due to illness or injury. Any denial of sick leave shall be in writing. Immediate family is defined as spouse, minor children, parents, including step-children and step-parents, or any individual in which the employee has legal guardianship.
- C. Employees who are unable to perform their duties because of illness shall personally notify their immediate Supervisor before the start of the workday, or if they have already started their workday, before they leave the premises. The following procedure shall be followed: (1) employees must personally speak with their immediate Supervisor; (2) the first contact should be attempted via the Supervisor's cell phone; (3) calls should not be made between the hours of 10:00 p.m. and 6:30 a.m.; (4) if the Supervisor cannot be reached via their cell phone, a second call should be to the Maintenance facility or the POTW facility. You must ask to speak with a Supervisor only; (5) if no answer on any phone (facility phones or cell phones) you must leave a voice-mail message on your Supervisor's cell phone with a number where you can be reached. In the event the illness or disability extends beyond the first workday, the employee and the employee's immediate Supervisor shall make arrangements as to the frequency of the continued notification by the employee of the illness or disability.
- D. Records of sick leave accumulated and taken shall be furnished upon request to each employee.
- E. Abuse of sick leave is cause for disciplinary action, including discharge.
- F. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- G. If the Employer has reason to believe that an employee is abusing sick time, the Employer may require the employee to submit evidence to verify illness which could include a doctor's verification, and the employee shall submit such evidence. The above includes, but is not limited to, a pattern of sick leave use. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.
- H. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or medical examination: (1) if it should appear that said employee is having difficulty performing his/her duties, or (2) on return from any kind of leave of absence such as sick leave or layoff. The physical or medical examination shall

be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance.

- I. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.
- J. Employees who have accumulated over eight hundred (800) hours of sick leave may convert any such leave over eight hundred (800) hours to vacation at a rate of one (1) vacation day (eight [8] hours) for two (2) sick leave days (sixteen [16] hours) up to a maximum of forty (40) hours of vacation per year. Employees can make the conversion only at the end of June and December of each year.
- K. Accumulated sick leave and sick leave earned shall be calculated to the nearest 1/10<sup>th</sup> of one (1) hour.

## Section 2. Bereavement Leave.

- A. Each regular full-time employee is granted up to three (3) working days off with pay per instance upon death of an immediate family member of an employee. "Immediate family" is defined as spouse, children, parents, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-children, step-brother, step-sister, or step-parents. These days off must be taken within the immediate proximity of the death.
- B. Employees may be granted time off without pay to attend the funeral of non-family members upon approval of their immediate Supervisor.
- C. One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew or niece, to be charged against sick leave.
- D. If an employee must travel to attend a funeral, the employee shall notify the Department Head who may allow additional time to the employee, to be taken from sick leave.

Section 3. Personal Leave Days. Each regular full-time employee is allowed 24 hours of three (3) personal leave days per calendar year which is charged to the employee's individual single sick-leave bank.

A. Requests for use of personal leave shall be made in writing no later than Thursday at 4:00 p.m. for any day the following week, except in the case of an emergency or

unforeseen circumstances. Requests shall be submitted to the employee's immediate Supervisor with approval at the sole discretion of the Department Head.

B. New employees hired shall not be entitled to use personal leave until they have completed ninety (90) days of full-time service with the Township, after which, they are entitled to use personal leave on a prorated schedule for the first year as follows:

January 1 through April 30 hire date - 24 hours  
May 1 through August 31 hire date - 16 hours  
September 1 through December 31 hire date – 8 hours

C. Upon voluntary resignation from employment, use of personal leave may not be utilized during the ten (10) day time period that notice is given.

D. Unused personal leave shall ~~days are~~ not be accumulated from year to year.

## **ARTICLE 17** **HOLIDAYS**

Section 1. Regular full-time employees shall be granted the following twelve (12) paid holidays:

- |    |                      |     |                                   |
|----|----------------------|-----|-----------------------------------|
| 1. | New Year's Day       | 7.  | Martin Luther King, Jr. Day       |
| 2. | President's Day      | 8.  | Veterans Day                      |
| 3. | Good Friday          | 9.  | Thanksgiving Day                  |
| 4. | Memorial Day         | 10. | Friday following Thanksgiving Day |
| 5. | July 4 <sup>th</sup> | 11. | Christmas Eve Day                 |
| 6. | Labor Day            | 12. | Christmas Day                     |

The specific calendar days to be observed as the holiday shall be determined on an annual basis as approved by the Township Board.

Section 2. Eligible employees required to work on any of the above-named observed holidays shall receive time and one-half (1 ½) for hours worked in addition to their regular holiday pay.

Section 3. In the event an eligible employee is on vacation on any of the above-named observed holidays, the day shall not be deducted from vacation accumulation, but shall be treated as a holiday. In the event the eligible employee is on sick leave on any of the above-named observed holidays, the employee shall not have that day charged against their allowable sick leave.

Section 4. In the event the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; in the event the scheduled holiday falls on a Sunday, the employee shall have the Monday following the holiday off with pay.

Section 5. The employee must have worked his/her last scheduled workday prior to the holiday and his/her first scheduled workday after the holiday to be eligible for holiday pay, except in the instance where the absence of the employee is excused by the employee's Supervisor.

Section 6. Regular part-time employees will be eligible for prorated holiday pay, provided the employee has worked or been paid for five hundred twenty (520) hours for a six (6) month period before the holiday. An employee will not be eligible for holiday pay if he or she is entitled to no other pay for the two (2) week period in which the holiday occurs. The calculation for holiday pay will be based on the average hours per day worked or paid in the first thirteen (13) pay periods of the calendar year or the last thirteen (13) pay periods of the calendar year preceding the holiday.

Section 7. Employee eligibility for holiday pay is also subject to the following conditions and qualifications:

- A. An employee who is scheduled to work on a holiday, but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- B. The employee must not be on a leave of absence, layoff, or disciplinary suspension.

**ARTICLE 18**  
**VACATIONS**

Section 1. All regular full-time employees shall earn vacation credits according to the following schedule based on the last twelve (12) month period of Employer-compensated employment: (Vacation earned is calculated to the nearest one-tenth (1/10<sup>th</sup>) of one (1) hour.)\*

0 - 2 years of employment	3.1 hrs. per pay period
2 - 3 years of employment	3.7 hrs. per pay period
3 - 4 years of employment	4.0 hrs. per pay period
4 - 5 years of employment	4.3 hrs. per pay period
5 - 9 years of employment	4.6 hrs. per pay period
9 - 10 years of employment	4.9 hrs. per pay period
10 - 15 years of employment	5.6 hrs. per pay period
15 years of employment	6.2 hrs. per pay period
20 years and over	6.8 hrs. per pay period

\*Vacation allotment schedule becomes effective the pay period following the employee's anniversary date of employment.

[New Section. New employees hired shall accrue vacation credits as all other full-time employees according to the schedule outlined in Section 1 above, however, these employees are not eligible to use these accrued vacation credits during the first 90 days of full-time employment.](#)

Section 2. Vacation requests are scheduled through the employee's immediate Supervisor with approval at the sole discretion of the Department Head. An employee shall indicate their preference in writing no later than Thursday at 4:00 p.m. for any day the following week, except in the case of an emergency. Under special circumstances, the Department Head may allow an employee to utilize vacation time for absences requested after Thursday for any day the following week due to unforeseen situations. Time off requests of one (1) full week or more shall be submitted a minimum of one (1) week in advance. The Employer will make every reasonable attempt to accommodate requests for time off provided that the employee will have sufficient vacation hours accrued by the date that it is used. In the event requests are made on the same day, preference shall be given to the request of the employee with the greatest seniority. In the event more than one (1) employee has requested the same vacation period, and the Employer is unable to grant all of the requests, the requests shall be approved based upon the order in which said requests were made. Any denial shall be in writing.

Section 3. Employees on a leave of absence shall not earn or accrue vacation.

Section 4. Absence on account of sickness, illness, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against vacation allowance.

Section 5. Records of employee vacation eligibility and vacation days earned and used are available to the employee.

Section 6. In the event of the death of an employee, any earned vacation time shall be paid to the employee's designated beneficiary.

Section 7. Vacation can only be accumulated to a maximum of thirty (30) days (240 hours) on December 31<sup>st</sup> of any given year with one (1) exception. On December 31<sup>st</sup> of any given year, an employee may defer up to ten (10) days (eighty [80] hours) of their earned vacation credits into the following calendar year as long as a minimum of eight (8) days have been used sometime throughout the current year. An employee is eligible to defer earned vacation credits once every two (2) years; otherwise any time accumulated over thirty (30) days shall be forfeited.

Section 8. Employees terminating employment shall be paid their earned, unused vacation hours accrued to the date of termination, at their current hourly rate of pay, not to exceed two hundred forty (240) hours, provided that they have completed at least one (1) year of employment. Employees who have not completed one (1) year of employment, from their date of full-time hire, shall not be entitled to unused vacation credits. [Employees who fail to provide written notice of resignation as provided in Article 19, shall not be entitled to unused vacation credits.](#)

**ARTICLE 19**  
**HEALTH AND DENTAL INSURANCE**

Section 1. Insurance Benefits. Eligible full-time employees are provided with hospitalization and medical insurance coverage the same as non-union employees. Such coverage may be changed from time to time by the Employer. The effective date of coverage is the first day of the month following the date of full-time employment. Eligible full-time employees are provided with dental insurance coverage the same as non-union employees. Such coverage may be changed from time to time by the Employer. The effective date of coverage is the first day of the month following thirty (30) days of continuous full-time employment.

Section 2. Payment in Lieu of Coverage.

- A. Eligible employees who have a spouse or parent working for the Employer who are also eligible for health and dental insurance shall not receive double health and dental insurance coverage under such circumstances. Such employees shall receive payment in lieu of coverage as outlined in paragraph B below.
- B. Eligible employees who have health and/or dental insurance available through their spouse or parent shall have the option to decline Township health and/or dental insurance coverage and receive payment in lieu of coverage. If the employee elects payment in lieu of coverage, the employee shall receive a flat rate of \$350 per month for health care and \$35 per month for dental~~one-third (1/3) of the premium being paid by the Employer for the employee's coverage (i.e., full-family, 2-party, single-subscriber), at the time of the cash election.~~ Payment in lieu of coverage will be paid on~~can be made on a monthly basis, if adequate prior notice is given to the Employer, with~~ the first payroll of each~~the~~ month (following last month of coverage)~~., or on an annual basis at the end of each calendar year.~~ Employees can exercise this option only once per calendar year. Payment in lieu of coverage is fully taxable to the employee electing said payment. Any employee electing not to take health insurance and/or dental insurance shall sign an Employer-provided waiver and shall be subject to any re-enrollment or other requirements imposed by the insurance carrier.

**ARTICLE 20**  
**RESIGNATION**

Any employee desiring to resign from their employment with the Employer shall file a letter of resignation with the Assistant Township Manager of Human Resources at least ten (10) working days prior to the effective date of such resignation. Failure to provide that notice shall result in loss of payment for accrued sick leave and/or vacation leave which the employee would have otherwise been entitled to upon separation of employment.

**ARTICLE 21**  
**PAYROLL**

The Employer provides, at the employee's request, direct deposit services of the employee's payroll check within the current capability of the payroll processing system.

**ARTICLE 22**  
**EDUCATION REIMBURSEMENT**

Section 1. General. Full-time employees who desire to continue their education through courses which are not a requirement of their position with the Employer are eligible for education reimbursement provided courses taken will maintain or improve the employee's skills as it relates to his/her employment with the Employer. Said courses shall be taken on the employee's off-duty time at the employee's expense. Reimbursement shall be considered under the following conditions:

Section 2. Authorization. All requests for education reimbursement must be approved by the Department Head and the Township Manager and are subject to the following:

- A. Requests must be approved prior to the commencement of the course(s).
- B. It must be shown that the course is job related and will benefit the employee's employment with the Employer.
- C. Requests must include:
  - 1. the name of the college or university you will be attending;
  - 2. the starting and ending date of the course;
  - 3. the cost of tuition; and
  - 4. a description of the course.

Section 3. Reimbursement. Reimbursement for eligible courses approved as outlined in Section 1 above is limited to a maximum of one thousand dollars (\$1,000) per calendar year and is subject to the following:

- A. Reimbursement shall be limited to the cost of tuition and books only.
- B. All original receipt(s) must be submitted for the actual cost of tuition and books for which reimbursement is being requested.
- C. Reimbursement shall be made only after proof of successful completion of the course.
- D. Reimbursement shall be approved by the Township Manager.

Section 4. If the Employer reimburses an employee for continuing education and the employee either resigns or his/her employment is terminated, the employee shall reimburse the Employer by payroll deduction or from other monies owned the employee by the Employer or by other means, from the date of payment of school fees by the Employer per the following;

- A. If employment is terminated within one (1) year of the completion of a course, the employee shall reimburse the Employer one hundred percent (100%) of the costs.
- B. If employment is terminated within two (2) years of the completion of a course, the employee shall reimburse the Employer fifty percent (50%) of the costs.

### **ARTICLE 23** **MILEAGE**

Employees, who are required by the Employer to use their personal vehicles during the course of employment for carrying out their job responsibilities for the Employer, shall be reimbursed at the current IRS rate per mile, which rate shall not be made retroactive in the event the IRS changes the rate retroactively.

### **ARTICLE 24** **PENSION PLAN**

Each eligible regular full-time employee covered by this Agreement shall be provided with a defined contribution pension plan. The Employer will contribute to the plan an amount equal to ten percent (10%) of the employee's basic annual earnings based upon two thousand eighty (2,080) hours paid at the employee's hourly rate. Basic annual earnings do not include overtime, mileage, certification, on-call, cash in lieu of benefits, or amounts earned prior to the date of commencement of participation in the plan. Eligible employees must have two (2) years of full-time service to be one hundred percent (100%) vested. The effective date of eligibility is the first day of the month following ninety (90) days of continuous full-time employment.

### **ARTICLE 25** **WORKSHOPS AND SEMINARS**

#### Section 1.

The following shall apply to all claims for reimbursement of expenses for attending workshops and seminars on behalf of the Employer.

- A. Attendance at a workshop or seminar must have the prior approval of the Department Head and the Township Manager.
- B. Travel by private automobile is reimbursed at the current IRS rate per mile.

- C. If transportation is by an Employer-owned vehicle, mileage does not apply. Actual expenses of the vehicle will be paid by the Employer upon tender of the receipts.
- D. If travel is by common carrier, fare will be reimbursed if receipts have been retained and submitted with the expense voucher.
- E. Reimbursement for meals will be allowed while traveling to and from and at the place of the workshop or seminar, at thirty dollars (\$30) per day plus fifteen percent (15%) of the actual receipts for tips.
- F. When a member of the employee's family, *i.e.*, wife, husband, son, or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed provided, however, that receipts have been retained and submitted with the expense voucher.
- G. Tolls, telephone, and telegraph expenses will be reimbursed when it is necessary as part of the trip on behalf of the Employer; taxi fare is reimbursable only if the trip was made by a common carrier.
- H. Parking fees during the workshop or seminar will be reimbursed if receipts are retained and submitted with an expense voucher.
- I. An expense voucher shall be submitted within thirty (30) days following the workshop or seminar attended by the employee.
- J. The following items will not be reimbursed under any circumstances:
  - 1. Travel insurance;
  - 2. Laundry or dry cleaning;
  - 3. Hospitality or entertainment expenses.
- K. Employer-owned motor vehicles shall be used for Employer purposes only. No unauthorized persons shall be allowed to ride in Employer vehicles at any time except on the authorization of the Township Manager. Any violation may result in disciplinary action against the employee.

Advance Payment. Employees may receive a travel advance prior to their traveling on Employer business. The advancement must be approved by the Department Head and the Township Manager under the following provisions:

- A. The request for advance payment must be in writing on a form provided and received by the Township Manager at least five (5) days prior to issuance date desired.
- B. A complete expense report shall be made by the employee to the Township Manager within thirty (30) calendar days after his/her return.

C. Receipts for hotel bills, registration fees, meals, plane, railroad, or bus tickets must be filed with the report.

Section 2. An employee will not be required to attend any seminar or workshop while on-call, unless the employee wishes the Employer to secure coverage.

**ARTICLE 26**  
**RETIREMENT BENEFITS**

Section 1. Eligible full-time employees will be provided with retirement benefits the same as eligible non-union employees (current plan attached hereto as Appendix A). Retirement benefits may be changed from time to time by the Employer.

**ARTICLE 27**  
**JURY DUTY**

The Employer will pay an employee called for jury duty his/her regular straight time rate which that employee would earn if working. Any earnings, not including reimbursed expenses, received from the court shall be turned in to the Employer. An employee excused from jury duty or examination with at least one and one-half (1 ½) hours remaining in their work schedule on any workday shall report to work for the balance of the day. In order to receive regular wages for time spent on jury duty, the employee shall: (a) provide the Employer with prior notice that the employee has been summoned for jury duty, (b) furnish satisfactory evidence that he/she reported for or actually performed jury duty on the days for which payment is claimed, and (c) present to the Employer payments received for such jury duty.

**ARTICLE 28**  
**SAVINGS**

Section 1. If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or any court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or Section.

**ARTICLE 29**  
**SUPPLEMENTARY EMPLOYMENT**

Part-time supplemental employment is permitted under the following conditions:

That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict with the satisfactory and impartial performance of his/her duties. The employee shall inform the Assistant Township Manager of Human Resources of their supplemental employment.

**ARTICLE 30**  
**PART-TIME EMPLOYEE BENEFITS**

- A. Part-time employees receive wages only, and shall not be entitled to fringe benefits as stated in this Agreement, except as specifically provided.
- B. For the purposes of computing fringe benefits such as vacation, sick leave, retirement, etc., part-time service prior to full-time employment is not counted either towards eligibility or placement in the various schedules.

**ARTICLE 31**  
**WORKERS' COMPENSATION INSURANCE**

Employees are covered by workers' compensation insurance. When an injury occurs in the line of duty, the employee must report such injury immediately to their immediate Supervisor. Employees are required to observe safe working practices. Evidence of unsafe working practices by an employee will subject that employee to disciplinary action. While an employee is being paid workers' compensation for injuries received while working for the Employer, he/she shall be allowed to use his/her accrued sick time to supplement workers' compensation for up to the employee's full pay, and his/her health insurance premiums shall be paid for by the Employer for up to eight (8) months. No other fringe benefits shall be paid or accrue during such time.

**ARTICLE 32**  
**SALARY INCREASES**

- A. Employees are eligible for step increases commensurate with their "anniversary date" after working two thousand eighty (2,080) hours.
- B. Step increase progression is effective the first day of the pay period following the employee's "anniversary date."
- C. Employees who are promoted shall receive a wage which results in a minimum of a five percent (5%) pay increase that is within the range limits of the applicable pay grade.
- D. "Anniversary date" shall be either the date of hire or promotion, and that date is the potential time that employees are eligible to advance to the next step in his/her current pay grade.

**ARTICLE 33**  
**TELEPHONE USE AND CHANGE OF NAME OR ADDRESS**

Section 1. Telephone Calls. Use of Employer telephones is not permitted for long-distance personal calls without documentation of such calls and reimbursement to the Employer for the cost of such calls. All personal calls shall be kept to a minimum.

Use of personal cell phones shall be permitted on the jobsite during the employee's working hours provided that all calls are kept to a minimum and do not interfere with the safety or work being performed. If the Employer suspects abuse of personal phone calls, the employee may elect to provide evidence to the contrary in their defense.

Section 2. Change of Name, Address, or Telephone Numbers. Any changes to an employee's name, address, or telephone number shall be reported to the Assistant Township Manager of Human Resources as soon as it is known.

**ARTICLE 34**  
**PROBATIONARY PERIOD**

All employees shall be on probation for the first twelve (12) months of full-time employment from their full-time date of hire. Absences from work shall extend the probationary period accordingly.

During the probationary period, new employees hired may be terminated without recourse and shall not be entitled to the benefits of the grievance procedure. These probationary employees are employees at-will whose employment may be terminated for any reason or for no reason.

Employees who are promoted shall be probationary employees for the first twelve (12) months of employment in that position. During this period either the employee or the Department Head may determine that the employee is not suited for the position. If this is determined, the employee will return to the position held prior to the promotion and the last person hired may be laid off. Employees who become certified by the State of Michigan Department of Environmental Quality (DEQ) as a Sewage Treatment Works Operator and move from one pay grade to a higher level pay grade due to said certification shall not be considered promoted for purposes of this Article.

Part-time employees shall be on probation for the first two thousand eighty (2,080) hours worked from their date of hire. For purposes of this Section, all hours paid shall be considered hours worked.

**ARTICLE 35**  
**TOWNSHIP EQUIPMENT**

Section 1. Borrowing of Employer Equipment. Any equipment owned by the Employer shall not be loaned or rented to any persons.

Section 2. Care and Control of Property. Every employee is individually charged with the responsibility for the proper care and use of Employer property and equipment and is accountable for that which is issued to him/her. An employee may be held personally responsible for any damage to or loss of Employer property or equipment resulting from his/her carelessness or negligence. Employees shall report to their immediate Supervisor any damage to or loss of Employer property. In case of damage to an Employer-owned motor vehicle, the employee reporting the damage shall secure a copy of the police report, if reported to any police department, and attach the police report to the report submitted to their Supervisor.

Section 3. Loss of or Damage to Equipment or Property. It shall be deemed neglect of duty on the part of any employee to carelessly lose or damage any Employer equipment or property or to fail to report such loss.

Section 4. Uniforms. The Employer shall provide each employee with uniforms provided by a uniform company at the discretion of the Employer. Uniforms will be kept at the employee's designated facility. All laundering of specific uniforms will be provided by the uniform company. Soiled laundry shall be placed in an approved container provided by the uniform company. Uniforms shall be worn by the employee daily in the performance of their job duties. Any damage or repairs needed to uniforms shall be reported, tagged, and bagged separately prior to turning in to uniform company for repair, as per uniform company's policy. No other patches, pins, or other adornments shall be allowed without prior approval of the Employer. Uniforms shall only be worn during any hours working for the Township, including paid or unpaid lunch times.

Additionally, the Employer will provide Carharts (bib overalls, coat/jacket), hats, gloves, rain gear, and safety boots to each employee and replace as needed due to wear.

Section 5. Safety Equipment. When the Employer requires the wearing or using of safety equipment for employees, such as safety glasses, and any other protective clothing, etc., the Employer will pay the full cost of such required equipment, and the employees shall be required to either wear or use such equipment during their working hours. ~~provided, however, that~~ Prescription safety glasses (both frames and lenses) shall be provided not more than every two (2) years under normal wear. Upon demonstration of abuse or intentional destruction of such equipment, replacement thereof shall be at the employee's sole expense.

**ARTICLE 36**  
**POLITICAL ACTIVITY IN THE WORKPLACE**

No political activity, including the signing of petitions, shall be permitted in the workplace, which shall be deemed to be any place during the normal workday where an employee is engaged in the discharge of his/her duties on behalf of the Employer.

**ARTICLE 37**  
**GENDER**

The use of the male gender herein shall include the female and vice-versa unless otherwise specifically stated.

**ARTICLE 38**  
**GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a complaint of an employee which involves the interpretation, application of, or compliance with specific provisions of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation including time and date and shall state the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known or should reasonably have been known by the employee. Any claim not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

This is not meant to replace ongoing communication between management and employees. It is the desire of the parties that all disputes or complaints by employees be resolved, if possible, between the employee and the employee's immediate Supervisor before resorting to a grievance proceeding.

Section 2. The affected employee and the Union having a grievance shall present it according to the following procedure and as provided in Section 1.

Step 1. The grievance shall be submitted in writing and signed by the affected employee and the Union and presented to their Department Head within five (5) working days as provided in Section 1. The Department Head will meet with the affected employee and the Union to discuss the grievance within five (5) working days of receipt of the grievance and shall respond to the grievance within five (5) working days after the meeting. The employee shall suffer no loss of pay for the time spent with the Department Head to discuss the grievance. The Department Head does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Department Head shall not act as precedent.

Step 2. If the answer of the Department Head received in Step 1 is not satisfactory to the affected employee and the Union, the affected employee and the Union shall, within five (5) working days of receiving

the response in Step 1, submit the grievance in writing to the Assistant Township Manager of Human Resources. The Assistant Township Manager of Human Resources may arrange for a meeting with the affected employee, the Union, the Department Head, and other necessary parties to discuss the grievance. The Assistant Township Manager of Human Resources shall submit an answer in writing within five (5) working days after receipt of the grievance or the meeting, whichever is appropriate. The Assistant Township Manager of Human Resources does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Assistant Township Manager of Human Resources shall not act as precedent.

Step 3. If the answer of the Assistant Township Manager of Human Resources received in Step 2 is not satisfactory to the affected employee and the Union, the affected employee and the Union, within five (5) working days thereafter, shall submit in writing to the Township Manager, a notice of appeal of the grievance.

Step 4. The Township Manager may arrange for a meeting with the affected employee, the Union, the Assistant Township Manager of Human Resources and the Department Head, and any other necessary parties to discuss the grievance. The Township Manager shall submit an answer in writing within five (5) working days after receipt of the grievance or the meeting, whichever is appropriate. The Township Manager does not have the authority to change, alter, or modify any of the provisions contained in this Agreement. The decision of the Township Manager shall not act as precedent.

Step 5. In the event the decision of the Township Manager is unsuccessful in facilitating a settlement of the dispute(s), the parties may mutually agree to proceed to mediation by contacting the Michigan Employment Relations Commission and requesting that a state mediator be assigned to assist them in settlement of the dispute. In the event mediation is unsuccessful in facilitating a settlement of the dispute(s), the Union may file a demand to arbitrate the grievance within fifteen (15) days following the conclusion of mediation. If the parties do not agree to proceed to mediation, the Union may file a demand to arbitrate the grievance within fifteen (15) days following the date of the Township Manager's decision.

Step 6. Arbitration. Grievances may be submitted to arbitration in accordance with the following:

- A. The Union shall file a demand to arbitrate a grievance with the American Arbitration Association in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator.

- B. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be without power or authority to add to, subtract from, or modify the terms of this Agreement in any respect, or establish or modify wage rates.
- C. The arbitrator shall give full recognition to the doctrine of residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue, which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation shall not be retroactive prior to the time the grievance was first submitted in writing. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.
- D. Fees and expenses of the arbitrator shall be borne equally between the Employer and the Union. The Employer, upon request, shall make employees who are on duty available as witnesses.

### Section 3.

- A. The time limits stated in the grievance procedure may be extended by mutual written agreement of the parties.
- B. The failure of the Employer to communicate its decision to the affected employee and the Union within the specified time limits shall be considered a denial of the grievance and permit the affected employee and the Union to proceed to the next step in the Grievance Procedure. Any grievance not appealed by the affected employee and the Union from a decision in one of the steps to the next step within the prescribed time limit shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual written agreement.
- C. All dispositions of written grievances shall be made in writing.

Section 4. For the purpose of the grievance procedure, a "day" shall mean a working day ending at 5:00 p.m. and shall not include Saturday, Sunday, or holidays and shall not include the day on which the grievance is presented or appealed by the affected employee and the Union or is returned by the Township.

Section 5. Election of Remedies. When remedies are available for any grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor

hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 39**  
**TIME OFF**

Every reasonable attempt will be made by the Employer to accommodate an employee's request for time off. Minimum staffing levels will be considered in approving time off requests during the July 4<sup>th</sup> holiday and opening deer hunting season. However, Approval of time off shall be at the Employer's sole discretion.

**ARTICLE 40**  
**JOB ANALYSIS AND CLASSIFICATION REVIEW**

Eligible employees will be provided with opportunities for review of individual job descriptions and classifications the same as non-union employees. The Employer's policy on the job analysis and classification review process may be changed from time to time by the Employer.

**ARTICLE 41**  
**WAGES**

Section 1. Wages. Wages shall be paid according to the "2013 Employee Compensation Schedule," effective January 1, 2013, attached hereto as Appendix B.

Section 2. Pay Grades. Employees covered by this Agreement shall be placed on the Employee Compensation Schedule as follows:

Construction and Technology Coordinator	Pay Grade 8
Environmental Coordinator:	Pay Grade <del>7</del> 6
Maintenance Mechanic Level I:	Pay Grade 5
Maintenance Mechanic Level II:	Pay Grade 6
Plant Operator I:	Pay Grade 5
Plant Operator II:	Pay Grade 6
Plant Operator III:	Pay Grade 7
POTW Plant Maintenance Mechanic:	Pay Grade 6

Section 3. Cost of Living Increases. Cost of Living increases will only be applied to wages each year as approved by the Employer, if applicable, as it applies to all other full-time and regular part-time employees of the Employer.

**ARTICLE 42**  
**CERTIFICATION**

- A. Plant Operator Certification. Any Plant Operator covered by this Agreement who becomes certified by the State of Michigan Department of Environmental Quality (DEQ) as a Sewage Treatment Works Operator shall be eligible for a wage increase from one pay grade to a higher level pay grade subject to the following requirements, and shall be effective with the first payroll in September in any given year following eligibility:

Plant Operator I - No certification required.

(Pay Grade 5)

Plant Operator II - Certified as a MDEQ Class "D" Operator and two (2) years of experience as a Plant Operator I.

(Pay Grade 6)

Plant Operator III - Certified as a MDEQ Class "B" Operator and two (2) years of experience as a Plant Operator II.

(Pay Grade 7)

- B. Maintenance Mechanic Certification. Any Maintenance Mechanic I covered by this Agreement who becomes certified by either the Michigan Water Environment Association (MWEA) in Collection System Maintenance Grade I, Plant Maintenance Technologist Grade 1 or the State of Michigan Department of Environmental Quality (MDEQ) as a Sewage Treatment Works Operator Class "D" shall move to a Maintenance Mechanic II position, which shall be effective with the first payroll in September in any given year following eligibility and shall be added to the on-call rotation effective January 1 of the following year. Maintenance Mechanic I or II positions assigned to the Wastewater Treatment Plant shall not be included in the on-call rotation.

Any employee who currently meets the eligibility requirements to move to a Maintenance Mechanic II position as stated above, shall be moved to the appropriate pay grade for a Maintenance Mechanic II, effective upon ratification and approval of this Agreement.

- C. Any employee covered by this Agreement who becomes certified by the MDEQ or the MWEA as itemized below ~~as a Sewage Treatment Works Operator~~ and does not otherwise qualify for placement in any of the categories listed under A or B above, shall be eligible for an annual payment from the Employer for such certification according to the following schedule and shall be made on the first payroll in September of each year following eligibility.

MDEQ Plant Operator Certification – Classification A	-	\$400
MDEQ Plant Operator Certification - Classification B	-	\$300
MDEQ Plant Operator Certification - Classification C	-	\$200
MDEQ Plant Operator Certification - Classification D	-	\$100

MWEA Grade 1 Collection System Maintenance Certification - \$100

MWEA Grade 1 Plant Maintenance Technologist Certification - \$100

D. In no case shall payment be made by the Employer under multiple~~both~~ categories listed under Sections A, ~~and~~ B, and C. above for the same certification.

E. Employees receiving certification in any of the above categories are required to maintain ongoing educational credits in order to maintain their certification.

F. The Employer will pay for the first certification exam for each classification identified above. If the employee fails the exam, the cost for subsequent exams shall be borne by the employee.

G. The Employer will assist the employees by providing information regarding the above certifications if known by the Employer.

### **ARTICLE 43** **WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will, henceforward, govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

NEW ARTICLE

Employees covered by this Collective Bargaining Agreement shall refer to Delhi Township's Personnel Manual for policies and procedures which are not specifically addressed by this Collective Bargaining Agreement. The guidelines, rules, regulations or materials found in the Personnel Manual are intended to inform what is expected of employees and what employees can expect from Delhi Charter Township.

The terms and conditions of the manual are not intended to and do not establish or create any contractual obligation, express or implied, or any other obligation on either Delhi Township's part or the part of the employees to maintain employment for any period of time. If any such obligation exists, it is based solely on the terms of the Collective Bargaining Agreement governing the terms of employment.

Although the contents of the Personnel Manual are intended to cover the concerns and eventualities which might arise with an employee, those guidelines cannot anticipate every situation or answer every question concerning employment. Employees are encouraged at any time to ask questions about any guidelines, rules, policies or regulations and to consult with the Assistant Township Manager of Human Resources for a clearer understanding of the same.

Delhi Charter Township reserves the right to change or revise the Personnel Manual with or without notice, at any time if necessary.

**DELHI CHARTER TOWNSHIP**

**INGHAM COUNTY EMPLOYEES  
ASSOCIATION/PUBLIC EMPLOYEES  
REPRESENTATIVE ASSOCIATION,  
LOCAL 1107**

\_\_\_\_\_  
Evan Hope, Township Clerk

\_\_\_\_\_  
Joseph Keeley, President

\_\_\_\_\_  
John Elsinga, Township Manager

\_\_\_\_\_  
Ryan Ackels, Vice President

\_\_\_\_\_  
Wendy Thielen  
Assistant Township Manager-HR

\_\_\_\_\_  
Nicholas Neeb, Vice President

\_\_\_\_\_  
Corey Smith, Secretary

**RETIREMENT INSURANCE BENEFITS PLAN**

**ARTICLE I**  
**HEALTH CARE BENEFITS**

**Section 1.** Plan Participants.

Full-time employees of Delhi Charter Township are eligible to receive retiree health care benefits.

**Section 2.** Normal Retirement Eligibility.

Normal retirement eligibility requirements for retiree health care benefits are as follows:

- A. Full-time employees hired prior to January 1, 2010;  
Any combination of age and years of service, totaling eighty (80) points
- B. Full-time employees hired prior to January 1, 2000;  
Any combination of age and years of service, totaling eighty (80) points, or  
Sixty-one (61) years of age and fifteen (15) years of service, or  
Sixty-two (62) years of age and ten (10) years of service
- C. Employer paid benefits at 100%.
- D. Full-time employees hired on or after January 1, 2010 are not eligible to receive retiree health care benefits under this Plan. Employees will be enrolled in a Retirement Health Savings (RHS) Plan (Plan #803105) through the ICMA Retirement Corporation.

**Section 3.** Early Retirement Eligibility.

Early retirement eligibility requirements for retiree health care benefits are as follows:

- A. Full-time employees hired prior to January 1, 2010 and retiring on or before December 31, 2010;

Any combination of age and years of service, totaling seventy (70) through seventy-nine (79) points, prorated as follows:

(79) – (78) Points – Employer paid benefits at 95%.

(77) – (76) Points – Employer paid benefits at 90%.

(75) – (74) Points – Employer paid benefits at 85%.

(73) – (72) Points – Employer paid benefits at 80%.

(71) – (70) Points – Employer paid benefits at 75%.

#### Section 4. Spousal Benefits.

Spouses of retired employees are eligible to receive retiree health care benefits the same as normal or early retirement eligibility conditions provided the retired employee's date of hire is on or before December 31, 2002.

#### Section 5. Benefits After the Death of the Participant.

In the event of a participant's death, either retired or otherwise eligible to retire under the conditions set forth in Section 2 or Section 3, the surviving spouse and/or surviving eligible dependents of the deceased participant are eligible to receive retiree health care benefits if otherwise qualified as set forth in Section 4.

#### Section 6. Health Care Benefit.

The retiree (and spouse, if applicable) health care benefit shall be comparable to that provided to active employees until age 65 provided that they reside within the eligible service area of the health insurance carrier that is then providing the Township group health insurance benefit and subject to the insurance policy limits and conditions and the terms set forth herein.

#### Section 7. Medicare Eligible Provisions.

Retirees are required to enroll in Medicare once eligible at age 65. Upon enrollment, the retiree health care benefit shall be supplemental to, and coordinated with, Medicare benefits. The retiree pays the Medicare premiums.

#### Section 8. Employer's Right to Amend.

The Employer reserves the right to amend the Plan at any time and from time to time, to modify or amend in whole or in part any or all of the provisions of the Plan.

Section 9. Payment of Premiums.

Monthly payments to the Township by the retiree for their share of the monthly premiums, as outlined under Early Retirement Eligibility in Section 3, shall be payable in advance and are due on the first day of each month. The retiree will have a maximum (30) day grace period following the due date in which to make these premium payments without penalty. If payment is not received within the (30) day grace period, a 10% late fee will be added to the monthly premium payment. The retiree will receive notification by certified mail of the total premium due along with notification that their health insurance coverage will be canceled if payment is not received within (60) days from the original due date. Partial payments will not be accepted. Once coverage is canceled, the retiree (and spouse or dependents if applicable) will not be reinstated until the annual open enrollment period of the health insurance plan that is then in effect. It is the retiree's responsibility to ensure that the monthly payment of these premiums is made when due as a monthly billing will not be sent.

**ARTICLE II**  
**TERM LIFE INSURANCE BENEFITS**

Upon retirement, all full-time employees retiring under normal or early retirement eligibility under this Plan or the RHS Plan, shall receive \$10,000 group term life insurance benefits.

Adopted by the Board on November 3, 1999, Effective January 1, 2000  
Amended March 19, 2002  
Amended December 15, 2009

# APPENDIX B

## DELHI CHARTER TOWNSHIP ICEA/PERA, LOCAL 1107

### 2013 EMPLOYEE COMPENSATION SCHEDULE EFFECTIVE JANUARY 1, 2013

#### HOURLY COMPENSATION \*\*

2013						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5		\$15.791	\$16.475	\$17.226	\$18.047	\$18.948
6		\$17.137	\$17.883	\$18.696	\$19.587	\$20.570
7		\$18.746	\$19.563	\$20.449	\$21.424	\$22.495
8		\$20.753	\$21.659	\$22.641	\$23.717	\$24.903

#### ANNUAL COMPENSATION\*\*\*

2013						
PAY GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5		\$32,845.28	\$34,268.00	\$35,830.08	\$37,537.76	\$39,411.84
6		\$35,644.96	\$37,196.64	\$38,887.68	\$40,740.96	\$42,785.60
7		\$38,991.68	\$40,691.04	\$42,533.92	\$44,561.92	\$46,789.60
8		\$43,166.24	\$45,050.72	\$47,093.28	\$49,331.36	\$51,798.24

\*\* Includes a 0% cost of living increase

\*\*\* Based on 2,080 hours

Note: Step increase progression is effective the first day of the pay-period following the completion of 2,080 hours.

## Delhi Charter Township

### Shared Services Summary

December 2012

*Delhi Charter Township has a long history of cooperation, collaboration/consolidation with public, private and non-profit institutions to provide and improve services to its' citizens. The following list includes, but is not limited to, past, present and proposed shared services.*

<i>Local/Regional /State Initiatives</i>	<i>Status</i>	<i>Description</i>	<i>Jurisdictions/Organizations Involved</i>	<i>Savings Realized or Added Costs</i>	<i>Time Period</i>
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#### ***FY 2013 Proposed Shared Services***

Installation of Fiber Network to Serve Delhi Township Facilities	Build and Launch in 2013	Partner with Holt Public Schools to connect Delhi Township facilities to their high speed fiber network to better serve staff and residents and eliminate the need for Delhi Township to build their own fiber network by allowing the Township to utilize the school's fiber.	Delhi Township and Holt Public Schools	\$50,000	2013
Shared Collaboration in Groundskeeping	Discussions to begin on a Spring 2013 implementation	Partner with Holt Public Schools on maintaining their grounds in order to help reduce their labor and overhead costs. In turn, Delhi Township continues use of their properties for parks and recreation programs on grounds maintained at our level of expectation and ready when necessary.	Delhi Township and Holt Public Schools	\$35,000	2013 - 2015

#### ***Update on FY 2012 Proposed Shared Services***

Shared Public Services Initiative - Fire/EMS	Regional Study completed in 2012. In 2013 begin implementing Phases I and II.	2012 - Six (6) communities in the Mid-Michigan region are jointly engaged in a feasibility study to explore all opportunities for service sharing fire and EMS. 2013 - As a result of the Study begin Phases I and II by obtaining a state grant for funds to assist in implementing regional fire service collaboration efforts. Components include a "Blue Card Command Training Center", a "Mutual Aid Box Alarm System" and the joint purchase of mobile data terminals. No barriers experienced to date.	Cities of East Lansing, Lansing and Townships of Delhi, Delta, Lansing and Meridian	\$1,225,000 in grant money	Per Study: Phase I & II - 2013-2014 Phase III - 2015-2017 Phase IV - 2018-2019
Installation of Sidewalks	Completed in 2012	Through joint efforts received a grant from Safe Routes to School to install sidewalks along main roads near schools.	Delhi Township and Holt Public Schools	\$207,000 in grant money	2012
Installation of Connector Sidewalk and Raised Pedestrian Crossing	Completed in 2012	Complete the Safe Routes to School project with a connector sidewalk to the schools and a raised pedestrian crossing to ensure safe access to schools.	Delhi Township and Holt Public Schools	\$35,000	2012

<i>Local/Regional /State Initiatives</i>	<i>Status</i>	<i>Description</i>	<i>Jurisdictions/Organizations Involved</i>	<i>Savings Realized or Added Costs</i>	<i>Time Period</i>
<b>Current Shared Services</b>					
Emergency Medical Services Training Consortium	Launched 2009 continuing	Partners with a consortium of regional fire departments to provide training for EMS	The Cities of East Lansing and Lansing along with the Townships of Delhi, Delta, Lansing and Meridian.	\$50,000	Continuing
Tri-County Regional Planning Commission	Since early to mid 90's	Participates in the Groundwater Management Board under the auspices of the Tri-County Planning Commission. Specific initiatives include the wellhead protection plan and the Children's Water Festival. Also participates with Capital Area Regional Transportation (CARTS).	Municipalities in Ingham, Eaton and Clinton Counties	Value Added Service	On going
Business Recruitment/Retention	Since 2006	Partnering on business recruitment and retention efforts.	Delhi Township, Lansing Economic Area Partnership	Value Added in terms of quality of life and economic development	Annually
Police Services	Since 1990	Contracting with the Ingham County Sheriff's Department to provide Delhi Township with police/public safety services.	Delhi Township, Ingham County Sheriff and Ingham County	Over \$300,000 saved annually per Police Study completed in 2007	On going
Regional Enforcement Initiatives	Since 1970's	Partners with regional law enforcement on the Tri-County Metro Narcotics Squad	Ingham County Sheriff, Eaton County Sheriff, Clinton County Sheriff, Michigan State Police, Lansing Police, Ingham County Prosecutor's Office, Eaton County Prosecutor's Office	Value Added Service	Annually
Capital Area District Library (CADL)	Since 1997	Provide library services through the "District Library" of CADL where each jurisdiction provides the facility	Municipalities in Ingham County	Value Added Service	On going
Public Water Supply	Since 1972	Lansing Board of Water and Light furnishes a public water supply and distribution system to serve most of Delhi Township.	Delhi Township and Lansing Board of Water and Light	Value Added Service	On going
Fire Services	Since 1997	Delhi Township provides fire services to Alaiedon Township	Delhi Township and Alaiedon Township	average of \$75,000 in revenue received annually	On going

<i>Local/Regional /State Initiatives</i>	<i>Status</i>	<i>Description</i>	<i>Jurisdictions/Organizations Involved</i>	<i>Savings Realized or Added Costs</i>	<i>Time Period</i>
Mutual Aid Fire Agreement	Since mid 1990's	Neighboring communities provide and receive assistance upon request for fire/EMS services.	Cities of East Lansing, Lansing, Mason and Townships of Delhi, Lansing, Delta, Eaton Rapids, Ingham, Meridian, Onondaga, Stockbridge, Windsor, Alaiedon and NE Ingham Emergency Service Authority	Value Added Service	On going
Recycling	Since 2007	Delhi Township provides the site and housekeeping of a recycling drop-off center while Granger provides and services the containers at no cost to the residents.	Delhi Township and Granger Container Service	Value Added Service	On going
Recreation Programs	Since mid 1970's	Utilization of Holt Public Schools facilities, at no cost, for recreation programs promoting physical and social development for citizens of Delhi Township and the Holt School District.	Delhi Township, Delhi Township Park Commission and Holt Public Schools	Value Added Service	On going
Skate Park	Since 2006	Township installed a Skate Park utilizing Holt Public School property.	Delhi Township and Holt Public Schools	Value Added Service at a cost of \$50/year	20 year lease
School Resource Officer	Since 2011	Township to provide Holt Public Schools a School Resource Officer through the Ingham County Sheriff's Department contract to promote school safety, student mentoring and community policing throughout Delhi Township.	Delhi Township and Holt Public Schools	Value Added Service	Annually
Stormwater Management	Since 2006	Township "nests" the Holt Public School district under their Stormwater Phase II permit.	Delhi Township and Holt Public Schools	Value Added Service	On going
Fire Inspection Program	Since 2009	Delhi Township Community Development staff perform commercial and industrial facilities fire inspections for the Delhi Township Fire Department eliminating a part-time position.	Delhi Township Community Development Department and Delhi Township Fire Department	\$12,000/year	Annually