

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
APRIL 7, 2008
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on April 7, 2008, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

The Supervisor led the assembly in the pledge of allegiance to the flag.

3. ROLL CALL

The members present were William McFarlane, Kay Williams, Brenda McKinney, Nancy Caviston, Rodrick Green, Lisa Lewis, and David Phillips.

4. ADOPTION OF AGENDA

It was moved by Green, supported by McKinney, to adopt the agenda as presented.

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF MARCH 17, 2008

It was moved by McKinney, supported by Caviston, to approve the minutes of the regular Board meeting of March 17, 2008, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

Ellen Kurath, 2230 Hickman, commended the Board and OHM for maintaining the utilities system infrastructure rather than putting pipes in the ground and, without maintenance, letting them rot.

Susan Carlton, 3604 Prospect, lives on Murray's Lake and complained about the unnecessary noise from gunshots at 8:00 a.m. in the morning. She said that the shots are repeated many times during the day because the farmer is scaring the geese. McFarlane said he would check into the matter, but was not able to give Mrs. Carlton any promises because of the right-to-farm act.

7. REPORTS

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A. SUPERVISOR

The Supervisor reported on nine items:

1. At the March 17 meeting Ellen Kurath asked if the round-about site could be changed. McFarlane checked with the Road Commission and the contract has been let and the land acquisition proceeding are currently in court.
2. The original plans for the Leforge/Geddes intersection improvements called for streetlights over the intersection. Several people were concern about the amount of unnecessary light in the area. The Road Commission has agreed to not install the streetlights, the light from the traffic signal should be adequate.
3. The County-wide Clean-up Days are in Chelsea on May 3 and in Saline on May 17.
4. The Annual Road Commission meeting will be at the beginning of the April 21 Board meeting.
5. The Proposal from the Ypsilanti Police Department for contracting police services will be discussed at the April 21 meeting.
6. At the April 21 meeting McFarlane will be presenting a proposal for assistance for oversight of the Sheriff Contract. Through his diligence earlier in the year, he found mistakes that resulted in about a \$45,000.00 credit for service paid for and not received. But McFarlane has many other duties and cannot afford the time for constant oversight. Hiring an assistant for such work would probably save more than the assistant's salary. Ann Arbor Township is also interested in this assistance.
7. The Fire Department Ladder Truck transfer case needs repair which will cost approximately \$6,000.00.
8. The Board of Review is finished and the Township has \$2,980,762 new taxable value. The residential value of the new homes in subdivision went down about \$24,000,000, but other values went up.
9. The Walk on the Non-Motorized Trail from the Utility Administration Building to the new Utility Maintenance Facility for the Maintenance Facility Open House starts at 10:30 a.m. on April 19.

**B. DEPARTMENT REPORTS: FIRE, BUILDING, UTILITY
DEPARTMENT, PLANNING MONTHLY, ZONING
MONTHLY, OHM QUARTERLY**

It was moved by Caviston, supported by Lewis, that the Fire Department Report for March, the Building Department Report for March, the Utility Department Report for March, the Planning Report for March, the Zoning Report for March, and the OHM Quarterly Report be received.

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The motion carried.

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. FIRE FIGHTER CONTRACT 2008-2010

The Fire Fighter Contract has been negotiated by the Administrative Staff and the Fire Fighter Negotiation Team. The main issues were health care, and they have been resolved. Six Fire Fighters were present at the meeting.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board concur with the recommendation of the Administrative Staff and authorize the Supervisor to sign the 2008-2010 Fire Fighter Union contract:

SUPERIOR TOWNSHIP FIRE DEPARTMENT AGREEMENT

This Agreement entered into this ____ day of _____, 2008 between The Charter Township of Superior, Washtenaw County, Michigan/hereinafter called the "Township", and Local 3292 of the International Association of Fire Fighters, hereinafter called the "Union".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

**ARTICLE I
PURPOSE**

SECTION 1: The parties hereto have entered into this Agreement pursuant to the authority of Act 366 of the Public Acts reached, and other matters, into a formal contract; to promote harmonious relations between the Township and the Union, in the best interests of the community; to improve the public fire fighting services; and to provide an orderly and equitable means of resolving differences between the parties.

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The parties acknowledge that, during the negotiation resulting in this agreement, each had unlimited right and opportunity to make demands and proposals with respect to any and all subject matters not removed by law from the area of collective bargaining, so that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this agreement.

This Agreement constitutes the entire agreement between the parties and concludes bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

SECTION 2, DEFINITIONS: The word "TOWNSHIP" shall include the elected or appointed representatives of the TOWNSHIP BOARD OF SUPERIOR CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

The word "DAY" shall, except as this context indicates otherwise, mean a twenty-four (24) consecutive hour workday for the career employees of the Fire Department.

The word 'UNION' shall include all personnel, the officers or representatives of the Union who have been certified by the Michigan Employment Commission (MERC). Whenever the singular is used, it shall include the plural.

The word "EMPLOYEE" shall mean all career Firefighters employed by the Fire Department, except the Fire Chief.

**ARTICLE II
COVERAGE**

This agreement shall be applicable to all career employees of the Fire Department, except the Chief thereof.

The Township agrees to hold the Union harmless for any actual or incidental damages by the exclusion of the Fire Chief as a member of the bargaining unit as defined by this Agreement.

**ARTICLE III
RECOGNITION**

The Township recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

**ARTICLE IV
AGENCY SHOP**

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SECTION 1: The parties recognize that all employees covered by this Agreement must pay their fair share of the cost of negotiating and administering the Agreement.

SECTION 2: It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Unions uniform dues, fees and assessments, or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee deduction certified to the Township shall not change for the remainder of the fiscal year.

SECTION 3: Any employee who has failed to either maintain membership or pay the requisite Agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The Union has notified him/her by letter addressed to his/her address last known to the Union, spelling out that he is delinquent in payment of dues or fees, specifying the current amount of the delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the Township for termination from employment as provided for herein, and
- (b) The Union has furnished the Township with written proof that the foregoing procedure has been followed or has supplied the Township with a copy of the notice that the employee has not complied with such request. The Union must further provide the Township with written demand that the Superior Township Firefighters Contract Years 2008-2010 employee be discharged in accordance with this Article and provide to the Township, in affidavit form, signed by the Union Chief Steward, a certification that the amount of the delinquency does not exceed the collective bargaining service fee, including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

**ARTICLE V
DUES DEDUCTION**

SECTION 1:

- (a) The Township agrees to deduct from the pay of each employee from whom it received an authorization to do so, the amount specified upon the authorization. Each employee utilizing the Township deduction from pay for the remittance of

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- sums to the Union shall provide to the Township an authorization. The form shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, law suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek refund from the Union.
- (b) Such sums deducted from an employees pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had the authorized sick deduction and from whom no deductions were made and the reasons thereof shall be forwarded to the Superior Township Associated Fire Fighters within thirty (30) days after such collections have been made.
- (c) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (d) The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township for the purpose of complying with any of the provisions of this article.
- (e) The Township shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

**ARTICLE VI
ACTIVITIES**

SECTION 1, GENERAL: Employees and their Union representatives employed by the Township have the right to join the Union, to engage in lawful activity for the purpose of collective negotiation or bargaining or other mutual aid and protection as prescribed by law.

SECTION 2, BULLETIN BOARD AREA: The Township shall provide a suitable bulletin board, including at least one at each fire station for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union shall designate persons responsible thereof.

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SECTION 3, MEETINGS: The Union may schedule monthly meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, nor result in the temporary closing of a fire station for more than ninety (90) minutes.

SECTION 4, REPRESENTATION: (A) Legal council and representatives from the I.A.F.F. may be present at meetings between the Township and the Union. (B) Officers of the Union shall be afforded reasonable time off during their working hours, without loss of pay, to fulfill their Union responsibilities, including negotiations with the Township and processing grievances, insofar as such activities are not disruptive of the duties of the employees or of the efficient operation of the Fire Department.

SECTION 5, RELEASE TIME: A Union officer or his representative collectively may receive up to a maximum of one hundred forty-four (144) hours per year with pay to attend a function of the I.A.F.F., such as conventions or educational conferences.

**ARTICLE VII
OTHER AGREEMENTS AND ORGANIZATIONS**

SECTION 1: The Township shall not enter into any agreements with its employees, individually or collectively, or both, or with any other organization which in any way conflicts with the provisions hereof.

SECTION 2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment, or in derogation of the exclusive bargaining agency of this Union.

**ARTICLE VIII
MANAGEMENT RIGHTS**

SECTION 1: The Township retains the sole right to manage operations and services, including but not limited to: the right to plan, direct and control its operations; determine the location of its facilities; to determine and re-determine all machines and equipment to be use; to determine and re-determine the services to be provided; to determine and re-determine the method, location and manner of providing such service; to determine and re-determine the utilization of paid on-call fire fighters; to determine and re-determine methods, standards and quality of service; to determine and re-determine whether and to what extent any work shall be performed by employees; to determine and re-determine the extent and manner the various fire fighting and rescue services, locations and equipment shall be operated or shut down; to determine and re-determine the qualifications of employees; to determine and re-determine the number and composition of the work force; to maintain order and efficiency in the department and its

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operations; to promulgate and re-promulgate operating procedures; to hire, layoff, assign and promote employees, in accordance with needs as determined and re-determined by the Township; and the township shall have all other rights and prerogatives, including those exercised in the past, subject to specific terms and provisions of this agreement.

SECTION 2:

(a) The Township shall not eliminate nor change existing personal equipment such as but not limited to, the following without mutual agreement of the parties:

Helmets	Helmet liners
Helmet ear flaps	Helmet chin straps
Turnout coats	Leather Boots
Gloves	Self-contained breathing apparatus
Face Shields	Eye Shields
Turnout pants	Personal SCBA Masks
EMS Jackets (compliant with NFPA, Blood borne standards)	

(b) It is understood and agreed that items may be added to the list or deleted from the list upon mutual agreement of the Township and the Union.

(c) It is further understood and agreed that this section shall not be utilized to eliminate brand or price competition for items of the same or higher physical specification.

(d) The Township and the Union agree that equipment must meet Federal and State laws and N.F.P.A. standards.

**ARTICLE IX
GRIEVANCES**

SECTION 1: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either the Union, an employee in the bargaining unit or the Township. Grievances are matters of differences, disputes or complaints as to the meaning or application of specific provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) consecutive days after occurrences of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

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SECTION 2: The following shall be the grievance procedure:

STEP 1: The employee through his/her Union representative shall, within ten (10) consecutive calendar days of the event complained of, file with the Chief a written form signed by the aggrieved employee of the Union stating the name of the employee or employees involved, the facts giving rise to the grievance, the contention of the grieving party and the relief requested. Within ten (10) consecutive calendar days after the receipt of the grievance, the Chief shall give his answer in writing.

STEP 2: If the grievance is not resolved in step one, the Union may, within ten (10) consecutive calendar days of receipt of the Chief's answer, appeal the grievance to the Township Supervisor. Upon receipt of a timely written appeal, the Township Supervisor shall meet with the aggrieved employee and the Union within ten (10) calendar days to attempt to resolve the grievance. The Township Supervisor shall give the Union an answer in writing within ten (10) calendar days following the date of the meeting with the aggrieved employee and the Union.

STEP 3: If a satisfactory disposition of the grievance is not made in Step Two, either the Township Supervisor or the Union shall have the right to appeal the dispute to the American Arbitration Association as hereinafter provided, such appeal must be taken within forty-five (45) consecutive calendar days from the date of the Township Supervisors answer provided for in Step Two above.

SECTION 3: Any and all grievances settled by the Township and the Union at any step of the Grievance Procedure as contained in this Agreement shall be final and binding in that particular case on the Township, the Union and the members of the bargaining unit.

SECTION 4: The Township shall not be required to pay back wages for periods exceeding thirty (30) days prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving (his-her) pay, any adjustments made shall be retroactive to the beginning of that pay period.

SECTION 5: All claims for back wages from layoff and/or suspension shall be limited to the amount of regular time wages, holiday pay and allowances that the employee would have otherwise earned at the time the grievance was filed, less any unemployment compensation or compensation for personal services that (he-she) may have received.

SECTION 6: The Union shall have authority to initiate, prosecute and adjust grievances under this Article.

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SECTION 7: All grievances shall be considered settled in the Unions favor if there is no timely answer from the Chief or the Supervisor as described in Section 1 and 2 of this Article.

**ARTICLE X
ARBITRATION**

SECTION 1: Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement and circumstances giving rise to the grievance. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

Upon receipt of timely notice to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association, requesting that an arbitrator be selected under the rules of the American Arbitration Association.

SECTION 2: Excluded from arbitration are disputes and unresolved grievances concerning discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement of the Public Employment Relations Act, as amended. Excluded from arbitration but in no manner waived in any other form, are any monetary claims by the Township against the Union, its officers or members for breach of the no strike pledge in the Agreement.

SECTION 3: The arbitrator shall have no power to add nor subtract nor modify any of the terms of this Agreement, nor any supplementary agreement.

The arbitrator shall have no power to establish wage scales, or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule in such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

SECTION 4: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of their representatives and witnesses who are called by them and such other expenses as that party may incur.

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SECTION 5: There shall be no appeal from an arbitrator's decision. Decisions rendered in accordance with this Agreement shall be final and binding on the Union, on all bargaining unit employees and on the Township.

SECTION 6: The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case.

**ARTICLE XI
NO STRIKE-NO LOCKOUT**

SECTION 1: The Township will not lock out employees during the term of this Agreement.

SECTION 2: The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down or any curtailment of work or restrictions of fire service or the fire operations of the Township during the term of this Agreement.

In the event of a work stoppage or any other curtailment of service by the Union or the employees covered hereunder during the term of this Agreement, the Union shall immediately declare such work stoppage to be illegal and unauthorized in writing to the employees and direct the employees to return to work. Copies of the written notice should be served on the Township.

In the event that the Union performs the obligations of this section in good faith, it shall not be liable for damages from the unauthorized actions of individual members of the bargaining unit.

Nothing in this section however, shall be construed to limit the liability of individual members of the bargaining unit if the Township is found liable in damages to any third party wherein action prohibited by this section is in part the cause.

SECTION 3: The Union specifically agrees it will not sanction nor condone a strike, nor other curtailment of work or refusal to come to work in sympathy with any other Union or organization directed at the Township, and further agrees that any employee participating in any action prohibited by this section shall be conclusively presumed to be engaged in an illegal work stoppage in violation of this Article.

**ARTICLE XII
HOURS AND FRINGE BENEFITS**

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SECTION 1, EDUCATIONAL INCENTIVES: The Township shall pay three percent (3%) of the base wage for a fire-related Bachelor of Science Degree related to the fire service. The Township shall pay two percent (2%) of base wage for a fire-related Associates Degree. The Fire Chief shall determine if degree is related to fire service.

Attached hereto as Attachment "A" and incorporated herein by reference is Attachment "A" which contains the statement of hours and fringe benefits agreed to between the parties.

**ARTICLE XIII
WAGES**

Attached hereto as Attachment "B" and incorporated herein by reference is Attachment "B" which contains the wage rates agreed to between the parties.

**ARTICLE XIV
DISCIPLINE**

SECTION 1:

(a) The Township shall not discipline without cause.

(b) In the event an employee's conduct is found by an arbitrator not to have warranted discipline, such employee may be reinstated by the arbitrator and compensation with back pay, without back pay, or with partial back pay may be awarded at the discretion of the arbitrator.

(c) Nothing in this Section or Article shall require a grievant or the Union to seek arbitration.

SECTION 2: The Township will provide the Union with a copy of its operating procedures and any changes thereto at least fifteen (15) calendar days prior to the effective date of the rules. The Union reserves the right to argue the reasonableness and application of any operating procedures.

SECTION 3: No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for legally sufficient cause, and in no event until he/she shall have been furnished a written statement of the charges and the reasons for such action, and all charges shall be void unless there is notice of intent to take disciplinary action filed with the Union within thirty (30) days of the occurrence of the alleged violation; provided that, if the event complained of is a crime, the appropriate statute of limitations shall control.

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In the event a grievance thereon is filed by the employee, as elsewhere provided in this agreement, the burden shall be upon the Township to justify the action complained of. In a disciplinary proceeding, the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel, and must have Union representation, and shall be afforded such due process as is provided for by law.

**ARTICLE XV
EMPLOYEE HEALTH**

SECTION 1:

(a) All employees may be given and must pass a medical examination to determine the employee's fitness for the normal and recurring duties of the job. In the event an employee fails to pass the test, such employee will be subject to the provisions of Subsection (b) and (c). The Township will provide the Union with a copy of the normal and recurring duties the Township submits to the physician for examination purposes.

Medical examinations, if required, are to be given by the Township without cost to the employee.

(b) In the event the Township has cause, the Township shall have the right to require all employees to take medical examinations and the employees shall take and pass all Township provided medical examinations concerning fitness of the employee for the normal recurring duties of the employee's job. In the event the employee fails a Township provided medical examination, the employee may secure, at the employees own expenses, a medical opinion from the physician of the employees choice. In the event the two medical opinions differ, the Union or the employee may at its option request that the conflict be resolved by referring the dispute to a mutually agreeable physician, within whose specialty the symptoms lie, and the opinion of the third physician be binding on the parties. The cost of the opinion of the third physician shall be borne equally by the parties.

(c) The Township reserves the right to have any employee, absent three (3) consecutive work days or more due to a claimed illness, be examined by the physician of the Township's choice, at the Township's expense, to determine and re-determine ability to work. In the event the employee fails a Township provided medical examination, the employee may secure, at the employee's own expense, a medical opinion from the physician of the employee's choice. In the event the two medical opinions differ, the Union may at its option request that the conflict be resolved by referring the dispute to a mutually agreeable physician, within whose specialty the symptoms lie, and the opinion of the third physician shall be binding on the parties. The cost of the third physician shall be borne equally by the parties. In the event that the employee is deemed medically

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unable to perform his/her duties and the condition is not corrected, he may be subject to termination.

**ARTICLE XVI
SENIORITY**

SECTION 1: An employee's seniority shall date from such employee's last date of hire by the Township as a career firefighter.

SECTION 2: Each new employee shall serve a probationary period of one year from the date of last hire as a career firefighter. Said probationer shall be evaluated after each three month period by a Review Board comprised of the Fire Chief and two career firefighters (one or both of which may be officers). Said probationer may be terminated after examination by the Review Board. The Township Board shall have the right to final determination.

SECTION 3: In the event a layoff is necessary, or a reduction of the Township budgeted positions occurs, the least senior employee in the rank selected for reduction or layoff shall be laid off. The reverse order shall be followed on recall.

SECTION 4: Seniority and employment may be terminated by the Township Board for any of the following reasons:

- (a) The employee quit, or
- (b) The employee is discharged, or
- (c) The employee is absent from work for two (2) consecutive working days without advising the Township, or
- (d) The employee fails to return to work within six (6) working days after delivery notice of recall by registered letter to the last known address of such employee as shown on the Township's records, or
- (e) The employee overstays a leave of absence or engages in other employment during such leave, or
- (f) A settlement has been made with the employee for total disability, or
- (g) The employee has retired, or
- (h) The employee has been on layoff for a continuous period of three (3) years unless waived by the Township.

SECTION 5: It shall be the responsibility of each employee to provide the Township with a current address and telephone number.

SECTION 6: Township required changes in the duty schedule such as transfer between stations, shifts or platoons shall be by seniority with the Township asking down the seniority list, most senior employee first, and requiring up the seniority list, least

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senior employee first.

SECTION 7: Quarterly, the employees shall be allowed to select their stations for duty assignments. Selections shall be on the basis of seniority.

**ARTICLE XVII
MAINTENANCE OF CONDITION**

SECTION 1: Wages, hours and conditions of employment in effect at the time of execution of this agreement, except as modified, herein, shall be maintained during the term of this agreement.

No employee shall suffer a reduction of benefits as a consequence of the execution of this agreement.

SECTION 2: The Township will make no unilateral change in wages, hours, and conditions of employment during the term of this agreement contrary to the provisions of this agreement, or otherwise.

**ARTICLE XVIII
SEVERABILITY**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of competent jurisdiction, Michigan Employment Relation Commission, or other tribunal, such invalidation shall not affect the remaining portion of this Agreement. Accordingly, the terms of this contract are severable.

**ARTICLE XIX
PAID-ON-CALL SERVICES**

The Union recognizes that there are paid-on-call firefighters performing services for the Township. It is agreed that paid-on-call services shall only be supplementary service to the career paid firefighters. It is understood that paid-on-call fire fighters shall be notified and simultaneously respond to each emergency run in accordance with current practice.

**ARTICLE XX
TERMINATION**

This Agreement shall commence on January 1, 2008 and shall continue in full force and effect until the 31st day of December, 2010. In the event that negotiations for a renewal agreement extend beyond the expiration date of this Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon such

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be permitted to trade work or leave days voluntarily. These forms will be initialed by the officer receiving them, and will be kept with the overtime log.

SECTION 3: OVERTIME PAY: Employees who work in excess of their regularly scheduled work day of twenty-four (24) consecutive hours, or the State designated work week of fifty-three (53) hours, shall be paid overtime at one and one-half (1 1/2) times the employee's straight time hourly rate. For the purpose of this Agreement, the employee's annual salary shall be divided by 2,756 hours.

SECTION 4: CALL-INS: For call-ins, all employees will receive time and one half (1 1/2) times' hourly pay with a minimum of two (2) hours.

(a) All employees attending official department training, mandatory, or authorized department functions, as determined by the Fire Chief, shall receive one and one half (1 1/2) times hourly pay for each hour attending off- duty.

SECTION 5: OVERTIME DISTRIBUTION: Whenever overtime is required, the person with the least number of overtime hours will be called first and so on down the seniority list in an attempt to equalize the overtime hours. For the purpose of this clause, time charged to the refusing employee at the maximum number of hours of any employee working during that period. The equalization period shall commence anew each January 1 and terminate December 31. On January 1, the equalization list shall be reestablished with each employee subject to the equalization process being placed on the list in the relative position (he/she) occupied on December 31, with the low person placed at zero and the other persons credited with the number of hours in excess of the zero person, that is to say; the person who ended the previous equalization period with the least number of overtime hours shall be the first person called in the new equalization period, and so on. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked. In the event of a tie in hours, the senior most employee has the first right of refusal or acceptance of hours. If the senior employee refuses, and the rest of the employees on the list refuse, then the junior employee must work the hours.

SECTION 6: In the event overtime is required, the following guidelines shall be followed:

(a) Employees newly entered in the equalization group shall be credited with the highest number of hours of the equalization group, which (he/she) enters.

(b) Employees accepting overtime work, but not appearing for such work, will be charged with two (2) times the maximum number of hours worked by any employee during the period.

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(c) Any employee who is excused from work due to illness shall not be eligible to be called or scheduled for overtime work until the employee returns to work following such absence and completes at least one (1) complete work day.

(d) Any employee who is on scheduled vacation shall not be eligible to be scheduled for overtime work until that employee returns to work following such vacation and completed at least one (1) complete work day; provided an employee on scheduled vacation may respond to general alarms.

(e) The parties recognize and agree that the equalization process applies to overtime and that there are occasions due to the nature of the service that employees may be held over from a previous shift to complete tasks in progress.

(f) An employee accepting overtime must work all of the hours offered, unless the employee can work out a mutually agreeable division of hours with another employee.

(g) Employees shall be personally contacted for such overtime work by the on-duty firefighter whose word shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.

(h) Initially the equalization process shall commence with the most senior person.

(i) Whenever insufficient numbers of employees respond to an equalization request, the Township shall have the right to require the overtime be worked commencing with the least senior employee.

(j) Overtime records will be maintained and kept in the radio room at Station One. They shall be open to the Chief, and Township officials, at any time.

**ARTICLE A-II
HOLIDAY PAY**

SECTION 1: Any employee not scheduled to work on a holiday listed below who is called in to work shall receive double time pay for those hours worked. These holidays shall be the observed holidays as opposed to the legal holidays.

New Years Day
Easter
July 4th
Thanksgiving Day
Christmas Day

Martin Luther King Day (Observed)
Memorial Day (Observed)
Labor Day (Observed)
Christmas Eve

**ARTICLE A-III
VACATION**

SECTION 1, VACATION ACCRUAL LANGUAGE: Employees receive six days (144 hours) of vacation time on the first annual anniversary of their date of hire. On the first day of the subsequent month of service, employees receive 3/4 day (18 hours) on the first of each month through their 48th month of service. Beginning the first day of the month following the 48th month of service, employees receive 1 and 1/4 days (30 hours) vacation. Employees are awarded this 1 1/4 days (30 hours) the first day of each month.

SECTION 2: A current record of the employees accumulated unused vacation days shall be shown on each payroll record that the employees receive with their paychecks.

SECTION 3: Vacations shall be approved in advance by the Chief or his delegate.

SECTION 4: There shall be no leaves of absence without pay in conjunction with vacations.

SECTION 5: An employee may elect to be paid in lieu of taking vacation days, provided that the election is in writing. An employee may elect to accumulate vacation time up to one year's worth as per vacation schedule. Any unused vacation time will be paid in full when an employee quits, dies or is disabled.

SECTION 6: In the event an employee suffers an illness, certified by a Medical Doctor (M.D.) or a Doctor of Osteopathy (D.O.), during that employee's vacation, such days of illness shall not be charged against that employee's vacation time but shall be charged against that employee's sick time.

**ARTICLE A-IV
INSURANCE**

SECTION 1:

(a) Medical, Dental and Vision are provided to eligible full-time employees and their families. An employee becomes eligible for health insurance the first day of the month following month of hire. If insurance cost escalate to a level that the Township Board or Administration determines it endangers the financial stability of the Township

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Fire Fund, both parties agree to engage in good faith discussion to reach a mutually agreeable solution. Discussion will begin not less than 30 days prior to any implementation.

(b) Option for Cash Payment in Lieu of Medical Insurance: A full-time employee who is eligible for the Township's Insurance plan may opt-out of the plan if he/she is covered under the health insurance plan of his/her spouse. The employee must provide proof of coverage under his/her spouse's health insurance plan. The employee shall be compensated 40% of the cost of the family plan he/she is eligible for. This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Employees choosing to opt-out of the plan must state so in writing. Employees who opt-out may rejoin the Township insurance plan at a future date under various circumstances: divorce, loss of employment by spouse resulting in loss of coverage, and during insurance open enrollment period each year.

(c) The Township shall provide each career Fire Fighter the current \$50,000 term life insurance policy at no cost to the Fire Fighters. This policy shall be only for the term of employment.

(d) When employment or seniority is interrupted by discharge, quit, strike or leave of absence, all insurance coverage continues only for the balance of the month in which the termination occurs or until the next premium is due, whichever is sooner.

(e) The employer will provide thirty (30) days notice of layoff or thirty (30) days hospitalization insurance coverage following layoff.

SECTION 2:

Retirement Health Benefits (MERS Health Care Savings Plan)

(a) All newly hired, full-time fire fighters shall be enrolled in the MERS Health Care Savings Plan the first day of the month following their month of hire. The Township shall contribute monthly according to Attachment B, Health Care Saving Plan Monthly Contribution.

(b) The mandatory minimum employee contribution is currently set at two percent (2%). This percentage can be changed by mutual agreement of the firefighters' union and the Superior Township Board of Trustees. This employee contribution may also be greater than 2%, if so outlined in the individual employee's sub-plan, and shall be deducted from any or all of the following depending on the sub-plan enrolled in: regular pay, overtime, longevity, and cashed sick and vacation days. The Township shall contribute monthly according to Attachment B, Health Care Saving Plan Monthly Contribution. The employer contribution shall be reviewed by the Board of Trustees

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during future Union Firefighter contract negotiations. The board may (but shall not be obligated to) propose to increase the Township's annual contribution to compensate for inflation or increases in health care costs. The board shall also maintain the right to propose decreasing the Township's contribution, or freezing any increases, based on the financial position of the Township, or in light of expanded health care coverage by the federal or state government.

(c) The employer portion of the employee's MERS Health Care Savings Plan account shall be subject to the following vesting schedule: After six completed years of employment as a firefighter, twenty-five percent (25%), after nine years of such employment fifty percent (50%), after twelve years of such employment seventy-five percent (75%), after fifteen years of such employment one hundred percent (100%).

(d) The guidelines for how money in employees' accounts can be used is set by MERS and the Internal Revenue Service, and is outlined in the MERS Health Care Savings Plan Participation Agreement, a copy of which will be given to each employee upon enrollment in the plan. One hundred percent (100%) of the employee portion, including interest earned, together with the vested portion of the employer contributions including interest earned, becomes accessible to an employee (for eligible health care costs for both him/herself, spouse, and eligible dependents) upon separation from employment with Superior Township Fire Department, whether by retirement or otherwise.

SECTION 3:

(a) The Township may select or change the insurance carrier at its discretion upon prior notification to the Union, provided there is no lapse in coverage and that equivalent benefit levels are maintained and the Township shall be entitled to receive any dividends or rebates earned without condition or limit.

(b) Benefits for otherwise eligible full-time employees will become effective in accordance with the insurance policy providing the benefit.

(c) With the exception of employee-paid life insurance, the Township shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Township of any and all insurance coverage enjoyed by said employee other than coverage provided by the Township.

(d) Should the Township be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits

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provided by the Township under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Township not be obligated to provide double coverage and to escape such double payments the Township shall be permitted to cancel benefits or policies which duplicate, in whole or in part compulsory governmental sponsored insurance programs.

(e) With the exception of employee-paid life insurance, all insurance coverage shall be subject to a non-duplication of benefits provision.

(f) If an employee covered by this Agreement is working for another employer, such employee will utilize the insurance coverage of such employer for all injuries, accidents and sickness incurred while in the employ of such other employer.

**ARTICLE A-V
SICK DAYS**

SECTION 1: Any career officer or career firefighter who has been on the active payroll of the Superior Charter Township Fire Department and is unable to work because of bona-fide non- occupational personal illness or injury shall be entitled to sick pay in accordance with the provisions herein set forth.

SECTION 2: Sick days shall accrue at the rate of one shift day per month.

SECTION 3: No employee may draw against paid sick days not yet earned.

SECTION 4: An employee or beneficiary shall be paid for all unused accumulated sick days upon death, retirement or discharge. Upon request after one hundred ten (110) accumulated days employees may receive pay for unused sick days.

SECTION 5: The maximum number of accrued sick days an employee may accumulate shall not exceed one hundred thirty-four (134) days for the term of this agreement.

(a) A current record of the employees accumulated unused sick days shall be shown on each payroll record that the employee receives with their paycheck.

SECTION 6: If an employee becomes ill while on duty, said employee shall be charged with only the number of hours remaining of the work shift.

SECTION 7: An employee who is absent from work because of occupational injury or disease arising out of and in the course of employment (compensable under the Worker's Compensation Act of Michigan), will be paid straight hourly wages for the loss of all scheduled work hours caused by such injury or disease, less the amount of

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payments made under Worker's Compensation Act. The two payments combined will not exceed net take home pay, based upon an employee's normal fifty-six (56) hour work week. Any obligation of the Township payment shall be limited to sixty (60) calendar months.

SECTION 8: An employee shall not be charged sick time if injured on the job.

**ARTICLE A-VI
FUNERAL LEAVE**

SECTION 1: A firefighter shall be allowed, upon request, up to three (3) consecutive work days off for death in the family (spouse, child, parent, grandparents, grandchildren, siblings, parent's siblings, mother-in-law, father-in-law, grandparents-in-law, step-children, and step-parents). One additional day will be afforded if the funeral is six hundred (600) or more miles away.

SECTION 2: If funeral leave is scheduled while employee is on vacation, vacation time will be rescheduled as appropriate.

SECTION 3: The bereaved employee shall be paid at the regular hourly rate for any of his/her regularly scheduled workdays falling within the specified leave period. This clause is intended to compensate for lost work time and is not a death bonus.

SECTION 4: The Township may require evidence of death and relationship of the deceased to the fire fighter.

**ARTICLE A-VII
JURY DUTY**

Any firefighter required to be absent because of jury duty will be compensated for the difference between his regular salary and any compensation received for said jury duty with the exception of mileage and parking fees. The Township may require documentation.

**ARTICLE A-VIII
UNIFORM ALLOWANCE**

SECTION 1: The Township shall furnish all turnout gear, boots, coats, helmets, and other gear as required by the Fire Chief for the safety of the employee in accordance with Federal and State laws and N.F.P.A. standards.

SECTION 2: The Township shall pay the uniform allowance on the first payroll week of January after withholding state and federal taxes. The employee shall maintain a full dress uniform. The employee shall also maintain properly fitted, maintained

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uniforms. The base amount for uniform and maintenance will be as follows:

2008: \$532.44 2009: \$548.41 2010: \$564.86

SECTION 3: New employees shall be prorated.

SECTION 4: If employment is terminated, that portion of the allowance, which has been paid in advance, shall be prorated and returned to the Township.

**ARTICLE A-IX
VALUABLES**

The Township will repair or replace valuables that are lost or damaged when a firefighter is on duty, at no cost to the employee. Valuables include eyeglasses, contacts, watches, and wedding rings. Valuables must be registered with the Chief prior to making a claim, stating make, style, and cost. Claims must be made in writing to the Chief. The Township's liability will not exceed a maximum of \$1,000.00 (one thousand dollars) per year regardless of the number of claims or claimants.

**ARTICLE A-X
PENSION**

SECTION 1: The Township shall provide a retirement pension plan for all firefighters, under the terms and conditions of the MERS (Michigan Municipal Employees Retirement System) pension plan.

**ARTICLE A-XI
EARLY OUT**

An employee in their twenty-fifth year of retirement credited service may have an "early out" option of using all or part of their accumulated sick leave and/or banked vacation days immediately prior to their approved retirement date for their last scheduled duty days. The employee shall notify the employer of their intent at least sixty (60) Township business days prior to utilization of these sick leave credits and/or banked vacation days in this manner so that the employer may make scheduling arrangements. While on this leave the employee shall be eligible for health care benefits associated with full time employment. All other fringe benefits shall cease. An employee who chooses this option may not return to service (work) without the approval of the Fire Chief, and Township Supervisor.

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ARTICLE-B-1

Wages

	2008		2009		2010	
	2%		3%		3%	
Start	\$38,540.70		\$39,696.92		\$40,887.83	
	\$13.98	\$20.98	\$14.40	\$21.61	\$14.84	\$22.25
Year One	\$41,827.14		\$43,081.95		\$44,374.41	
	\$15.18	\$22.77	\$15.63	\$23.45	\$16.10	\$24.15
Year Two	\$44,580.12		\$45,917.52		\$47,295.05	
	\$ 16.18	\$ 24.26	\$ 16.66	\$ 24.99	\$ 17.16	\$ 25.74
Year Three	\$47,112.78		\$48,526.16		\$49,981.95	
	\$ 17.09	\$ 25.64	\$ 17.61	\$ 26.41	\$ 18.14	\$ 27.20
Year Four	\$48,501.00		\$49,956.03		\$51,454.71	
	\$ 17.60	\$ 26.40	\$ 18.13	\$ 27.19	\$ 18.67	\$ 28.01

Command Officer Adjustment

	2008		2009		2010	
Lieutenant	\$3,572.04		\$3,679.20		\$3,789.57	
	\$1.30	\$1.94	\$1.34	\$2.00	\$1.38	\$2.06
Captain	\$4,791.96		\$4,935.71		\$5,083.79	
	\$1.74	\$2.61	\$1.79	\$2.69	\$1.84	\$2.77

Article B-II

Longevity Pay

Longevity Shall be paid on completion of each anniversary date (First payroll after completion year)

TEN YEARS (10) \$900 AFTER EACH YEAR

FIFTEEN YEARS (15) \$1,300 AFTER EACH YEAR

TWENTY YEARS (20) \$1,500 AFTER EACH YEAR

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Health Care Saving Plan Township Contribution		
2008	2009	2010
\$105 Per Month	\$110 Per Month	\$115 Per Month

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**B. FIRE AND POLICE MILLAGE RESOLUTION FOR THE
AUGUST 2008 PRIMARY BALLOT**

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board adopt the following Resolutions to approve the millage requests for Fire Protection and Law Enforcement Renewals for the August 2008 Primary Election:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
APRIL 7, 2008**

**A RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE FOR FIRE
PROTECTION AND PREVENTION**

WHEREAS, the Superior Charter Township Board wishes to provide additional revenue for fire protection and prevention; and

WHEREAS, townships may provide fire protection and prevention as authorized by Section 42.13 of the Act 359 of 1947 as amended (the Charter Township Act); and

WHEREAS, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

WHEREAS, the Superior Charter Township Board wishes to levy 3.00 mills for fire protection and prevention;

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NOW, THEREFORE, BE IT RESOLVED that the Township Board of Superior Charter Township, Washtenaw County, approves the following millage ballot question language and directs the Clerk to submit it to be placed on the August 5, 2008, election ballot:

**CHARTER TOWNSHIP OF SUPERIOR TAX-RATE
RENEWAL - FIRE PROTECTION & PREVENTION**

Shall the expired previous voted increase in the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution in Superior Charter Township, of 2.0 mills and 1.5 mills, (\$3.50 per \$1,000 of taxable value), reduced to 3.1594 mills (\$3.1594 per \$1,000 taxable value) by the required millage rollbacks, be renewed at 3.00 mills (\$3.00 per \$1,000 of taxable value) and levied for Three (3) years, 2009 through 2011 inclusive for the purpose of providing additional revenue for fire protection and prevention, raising an estimated \$1,799,009.00 in the first year the millage is levied.

- Yes
 No

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
APRIL 7, 2008**

**A RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE FOR LAW
ENFORCEMENT**

WHEREAS, the Superior Charter Township Board wishes to provide additional revenue for law enforcement; and

WHEREAS, townships may provide law enforcement as authorized by Section 42.12 of the Act 359 of 1947 as amended (the Charter Township Act); and

WHEREAS, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

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WHEREAS, the Superior Charter Township Board wishes to levy 2.25 mills for law enforcement;

NOW, THEREFORE, BE IT RESOLVED that the Township Board of Superior Charter Township, Washtenaw County, approves the following millage ballot question language and directs the Clerk to submit it to be placed on the August 5, 2008, election ballot:

**CHARTER TOWNSHIP OF SUPERIOR TAX-RATE
RENEWAL – LAW ENFORCEMENT**

Shall the expired previous voted increases in the tax limitations imposed under Article IX, Section 6 of the Michigan Constitution in Superior Charter Township, of 1.50 mills and 0.75 mills, (\$2.25 per \$1,000 of taxable value), reduced to 2.0769 mills (\$2.0769 per \$1,000 taxable value) by the required millage rollbacks, be renewed at and increased up to the original voted 2.25 mills (\$2.25 per \$1,000 of taxable value) and levied for three (3) years 2009 through 2011 inclusive for the purpose of providing additional revenue for law enforcement, raising an estimated \$1,349,257.00 in the first year the millage is levied.

- Yes
 No

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**C. REPLACEMENT OF LAPTOP COMPUTER FOR UTILITY
MAINTENANCE DEPARTMENT**

The Utility Department requested authorization to purchase o Dell Latitude laptop to replace the eight-year-old computer used to read residential water meters and also used on a day-to-day basis by the Maintenance Supervisor as his main computer. Because of the special type of port that is required to interface with the meter reading equipment, Parhelion Technologies, the Township Computer Consultant, obtained prices for several brands of laptops that would be the specifications, and Dell Latitude was the lowest price. The funds for the purchase are available in the Operations and Maintenance Budget.

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It was moved by McKinney, supported by Green, that the Superior Charter Township Board authorizes the Utility Department to purchase a Dell Latitude laptop computer through Parhelion Technologies for \$1,762.00 including warranty.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

D. APPOINTMENTS TO ZONING BOARD OF APPEALS

When the Board reappointed Dave Guenther to the Planning Commission, the Board also needed to reappoint him as the Planning Commission representative to the Zoning Board of Appeals.

The new Michigan Zoning laws says that “A member of the Board of Appeals who is also a member of the Township Board or Planning Commission shall abstain from participating in a public hearing or voting on the same matter that the member previously voted on as a member of the Board or Commission.” Because the decisions of the ZBA require a majority vote of the members of the ZBA, not just a majority vote of the members present, it seems prudent to appoint an alternate to the ZBA should a question arise before the ZBA that has previously been voted on by the Board or Planning Commission. The Supervisor recommends that John Rintamaki, who has served on both the ZBA and the Planning Commission, be appointed as alternate to the Zoning Board of Appeals.

It was moved by Lewis, supported by McKinney, that the Superior Charter Township Board concur with the recommendation of the Supervisor and appoint David Guenther to the Zoning Board of Appeals for a term ending February 28, 2011, and John Rintamaki as alternate to the Zoning Board of Appeals for a term ending December 31, 2010.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

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The motion carried.

E. APPOINTMENTS TO THE WETLANDS BOARD

The terms for Brenda Baker and Sandi Lopez on the Wetlands Board expired on April 7. They both agreed to serve another term.

It was moved by McKinney, supported by Green, that the Superior Charter Township Board concur with the recommendation of the Supervisor and reappoint Brenda Baker, 8512 Ashton Court, and Sandi Lopez, 6735 Vreeland, to the Wetlands Board for three year terms ending April 7, 2011.

The motion carried.

F. SIDESTREET MAINTENANCE CONTRACT – CHARLES SWANSON

Charles Swanson has maintained the sides of the streets in Oakbrook and Washington Square since 2001 and has done a superb job. The grass has been kept cut, the shrubs trimmed, and debris cleaned up. With the high cost of gas, the Administrative Staff recommended that his contract be renewed with a \$500.00 increase. The funds for the contract come from the Special Assessment District which assesses \$20.00 per household in Oakbrook and Washington Square. Some of the excess funds will be used to put a protective slurry seal on the MacArthur non-motorized trail.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board concur with the recommendation of the Administrative Staff and renew the Agreement with Charles Swanson, 1824 Norfolk, for Sidestreet maintenance in Oakbrook and Washington Square subdivisions for \$14,000.00:

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF SUPERIOR AND CHARLES E. SWANSON**

This agreement made this 7th day of April, 2008, by and between the Charter Township of Superior, hereafter referred to as the Township, and Charles E. Swanson, hereafter referred to as contractor.

Whereas the Township desires to secure the services of a contractor for street-side maintenance,

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Now therefore, in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

1. The relationship of the contractor to the Township is and shall continue to be that of an independent contractor and no liability of benefits such as Worker's Compensation, Pension, unemployment benefits or other rights or liabilities arising out of or related to a contract for hire or employee/employer relationship shall arise or accrue to either party as a result of the performance of this contract.
2. The contractor shall maintain general liability insurance in the amount of \$100,000 naming Superior Charter Township as an additional insured and provide the Clerk with a copy of the policy within ten (10) days of signing the contract.
3. The contractor shall maintain the following street sides for the 2008 Summer Season, including lawn cutting and trimming weekly, brush and tree trimming as needed, and litter removal along the street sides as needed:
 - a. Berkshire east of Prospect – south side – from entrance to Lakeview Estates - @ 2/10 mile strip 12 feet wide
 - b. MacArthur Blvd. – west side – from Fireman's Park to Stamford - @ 800 foot strip 12 feet wide
 - c. MacArthur Blvd. – both sides – from Stamford to Clark - @ 6/10 mile strip 42 feet wide (from fences to street)
 - d. MacArthur Court Island - @ one acre
 - e. Heather Island – from MacArthur - @ 500 feet
 - f. Nottingham Island – from Clark - @ 500 feet
 - g. Clark Drive Island – north from Clark Road @ 100 feet
 - h. MacArthur Drive east along Clark Road to Clark Drive Island @ 1.5/10 mile 36 feet wide strip to fences
 - i. MacArthur Blvd. tree trimming and clean up
4. The Township shall pay the contractor \$14,000 for the 2008 Summer Season ending in November 15, 2008, and the contractor will bill the Township biweekly for services rendered.
5. This contract may be terminated with 10 days notice by either party.

In witness whereof, the undersigned have set their hands this ____ day of _____, 2008.

Contractor: _____ Date :

Township Supervisor _____ Date:

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Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**G. AMENDMENT TO HEALTH CARE SAVINGS PLAN FOR
KEITH LOCKIE**

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

APRIL 7, 2008

**A RESOLUTION TO AMEND THE HEALTH CARE SAVINGS PLAN
PARTICIPATION AGREEMENT CREATED FOR ALL NON-UNION
EMPLOYEES HIRED ON MAY 10, 1999**

WHEREAS Superior Charter Township employees are permitted to request that the Superior Charter Township Board amend their MERS Health Care Savings Plan Participation Agreement once per calendar year; and

WHEREAS Keith Lockie has not requested a change this calendar year heretofore;

NOW, THEREFORE, BE IT RESOLVED that a new MERS Health Care Savings Plan Participation Agreement be created for all Non-Union Employees hired on May 10, 1999, consisting of employee Keith Lockie with the effective date of April 7, 2008, which shall have the same provisions as his existing MERS Health Care Savings Plan Participation Agreement dated June 20, 2005, other than the following changes:

the percentage of the mandatory salary reduction shall be 2% of pay;

BE IT FURTHER RESOLVED that there be no change in the definition of pay eligible for the mandatory salary reduction which is currently defined as regular and overtime pay, longevity and education bonuses, and an option to contribute 0-100% of sick, vacation, and personal time upon separation from service.

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BE IT FURTHER RESOLVED that the employer contribution remains the same at \$110 per month for 2008.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**H. AMENDMENT TO HEALTH CARE SAVINGS PLAN FOR
KAY WILLIAMS**

Williams requested that she be allowed to abstain.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board allow Williams to abstain as the issue dealt with her Health Care Savings Plan.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
APRIL 7, 2008**

**A RESOLUTION TO AMEND THE HEALTH CARE SAVINGS PLAN
PARTICIPATION AGREEMENT CREATED FOR ALL NON-UNION
EMPLOYEES HIRED ON MARCH 3, 1993**

WHEREAS Superior Charter Township employees are permitted to request that the Superior Charter Township Board amend their MERS Health Care Savings Plan Participation Agreement once per calendar year; and

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WHEREAS Kay Williams has not requested a change this calendar year heretofore;

NOW, THEREFORE, BE IT RESOLVED that a new MERS Health Care Savings Plan Participation Agreement be created for all Non-Union Employees hired on March 3, 1993, consisting of employee Kay Williams with the effective date of April 7, 2008, which shall have the same provisions as her existing MERS Health Care Savings Plan Participation Agreement dated June 20, 2005, other than the following changes:

the percentage of the mandatory salary reduction shall be 50% of pay;

BE IT FURTHER RESOLVED that there be no change in the definition of pay eligible for the mandatory salary reduction which is currently defined as regular and overtime pay, longevity and education bonuses, and an option to contribute 0-100% of sick, vacation, and personal time upon separation from service.

BE IT FURTHER RESOLVED that the employer contribution remains the same at \$110 per month.

BE IT FURTHER RESOLVED that the Superior Charter Township Board concurs that the adjusted hire date for Kay Williams is March 3, 1993.

Roll call vote:

Ayes: McFarlane, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

Abstain: Williams

The motion carried.

I. ALLIANCE OF ROUGE COMMUNITIES 2008 ASSESSMENT

The annual assessment for participation in the Alliance of Rouge Communities is \$7,359.00, the same amount as assessed in 2007. The local contributions are matched with funds from the Wayne County Rouge River National Wet Weather Demonstration Project.

It was moved by Caviston, supported by Green, that the Superior Charter Township Board approve the paying of the Alliance of Rouge Communities 2008 Assessment of \$7,359.00.

Roll call vote:

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Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**J. EMPLOYEE PRESCRIPTION DRUG REIMBURSEMENT
PLAN RESOLUTION**

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board adopt the following Resolution;

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
APRIL 7, 2008**

**A RESOLUTION TO ESTABLISH AN EMPLOYEE PRESCRIPTION DRUG
TRANSITION PLAN**

WHEREAS on May 7, 1999, the Township Board established a policy wherein the Township reimbursed full-time employees enrolled in the Care Choices Health Insurance Plan any employee cost over \$5.00 not to exceed \$5.00 for Care Choices approved generic prescription drugs, and any employee cost over \$5.00 not to exceed \$15.00 for Care Choices approved name-brand prescription drugs; and

WHEREAS Care Choices was sold to Priority Health and on February 18, 2008, the Board approved Priority Health Plan Option #1 with changes to the employee prescription co-pay of \$10.00 for generic prescription drugs, and \$30.00 for name-brand prescription drugs; and

WHEREAS the costs to the Township for the Reimbursement Plan has risen faster than anticipated and with the new cost for co-pays the Township is no longer able to afford the Reimbursement Plan; and

WHEREAS several Township employees have very high prescription costs which would make a sudden withdrawal of the Reimbursement Plan difficult for them financially;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board hereby discontinues the existing Employee Prescription Drug Reimbursement Plan effective March 1, 2008; and

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BE IT FURTHER RESOLVED that the following employee prescription drug reimbursement policy will be in effect from March 1, 2008 to December 31, 2010:

1. Starting on March 1, 2008, and for the remainder of 2008, any employee who incurs more than \$500.00 in prescription drug co-pays shall be eligible to receive a 50% reimbursement for all prescription co-pays above the \$500.00 up to a maximum payment of \$500.00. The employee must submit receipts for the \$500.00 of co-pays incurred. Employees who have reached the verified \$500.00 of co-pays shall submit reimbursement requests as follows: Two submittals for reimbursement per year maximum, and the both must be received by the accountant by January 31, 2009.
2. Starting on January 1, 2009, any employee who incurs more than \$600.00 in prescription drug co-pays shall be eligible to receive a 50% reimbursement for all prescription co-pays above the \$600.00 up to a maximum payment of \$300.00. The employee must submit receipts for the \$600.00 of co-pays incurred. Employees who have reached the verified \$600.00 of co-pays shall submit reimbursement requests as follows: Two submittals for reimbursement per year maximum, and the both must be received by the accountant by January 31, 2009.
3. Starting on January 1, 2010, any employee who incurs more than \$700.00 in prescription drug co-pays shall be eligible to receive a 50% reimbursement for all prescription co-pays above the \$700.00 up to a maximum payment of \$200.00. The employee must submit receipts for the \$700.00 of co-pays incurred. Employees who have reached the verified \$700.00 of co-pays shall submit reimbursement requests as follows: Two submittals for reimbursement per year maximum, and the both must be received by the accountant by January 31, 2009.
4. No prescription drug co-pay costs incurred after December 31, 2010, will be reimbursed.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

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K. EMPLOYEE WELLNESS EQUIPMENT – TREADMILLS FOR TOWNSHIP HALL AND UTILITIES

The Administrative Staff discussed the fact that they would like to take some steps to develop an Employee Wellness Program. The first step would address cardio-vascular health as this helps decrease susceptibility to diseases such as diabetes, high blood pressure, and heart conditions. as well as improves overall energy. Many employees walk during their breaks when the weather is nice, but there are many months in Michigan when this is not possible. The Staff therefore recommends that both the General Fund and the Utilities Fund purchase treadmills to allow staff members to walk during breaks. The Fire Department currently has exercise equipment. Research indicated that a high quality machine, necessary for the amount of use it would receive, would cost between \$2,000 and \$2,500. Fitness Experts of Ann Arbor has offered the lowest price for the quality needed at \$2,000 plus delivery and assembly. The treadmill allows for digital incline and speed increase/decrease as well as monitor distance, pace, heart rate, calories burned, and much more.

It was moved by Lewis, supported by McKinney, that the Superior Charter Township Board authorize the purchase of three True Fitness PS 100 treadmills from Fitness Experts, 3365 Washtenaw, Ann Arbor, MI 48104, for \$2,000 each plus \$129.00 each for delivery and set up costs, with a high commercial warranty consisting of lifetime frame warranty, two year for parts and one year for labor; one treadmill to be paid from the General Fund for use at the Township Hall, and two treadmills to be paid from the Utilities Fund for use at the Utilities Administrative Building and the Utilities Maintenance Facility.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

L. RESOLUTION FOR CHECK SIGNING – ADDING ANN ARBOR BANK CD

It was moved by Williams, supported by Green, that the Superior Charter Township Board adopt the following Resolution:

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**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
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**A RESOLUTION TO AUTHORIZE THE DEPUTY TREASURER TO SIGN
CHECKS**

WHEREAS the Aalea Skrycki has been appointed Deputy Treasurer; and

WHEREAS the Deputy Treasurer should be authorized to sign checks in the absence of the Treasurer;

NOW, THEREFORE, BE IT RESOLVED that Aalea Skrycki shall be designated to serve as an Authorized Signer as one of the authorized officers in the following accounts:

BANK ONE:	Building Fund	xxxx 885-84
	General Fund	xxxx 00485503
	Grounds Maintenance	xxxx 00532460
	Law Fund	xxxx 00485552
	Park Fund	xxxx 00485537
	Street Light	xxxx 00485578
	Tax Checking	xxxx 00485560
	Trust & Agency	xxxx 00485545
	Utility Fund	xxxx 00485529
	Government Operating	xxxx 11202742
	Fire Fund Trust	xxxx 01919
	Utility Debt Service	xxxx 01923
	Eyde 440 Utility Study	xxxx 002025
	O & M Checking	xxxx 00485529
	Fire Bond 2003 Savings	xxxx 650617
	Fire Bond 2003 Checking	xxxx 72435
	Utility Bond 2003 Savings	xxxx 650583
	Utility Bond 2003 Checking	xxxx 72427
	Utility Section 36	xxxx 18192
	Utility Cap Reserves Savings	xxxx 650831
	Utility Cap Reserve Checking	xxxx 18234
CITIZENS BANK	Fire Fund	xxxx 6709
	Payroll	xxxx 627804
	Fire Accrued Absences	xxxx 403620
	Hyundai Special Assessment	xxxx 8454780
COMERICA	Utility Capital Reserve	xxxx 89842

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Utility O&M	xxxx 89826
Building Pool Fund	xxxx 022971
General Pool Fund	xxxx 014196
Building Reserve Pool Fund	xxxx 023275
Fire Reserve Money Market	xxxx 022779
General Reserve Accrued Ab.	xxxx 014187

ANN ARBOR BANK Certificate of Deposit xxxx 09415

BE IT FURTHER RESOLVED that the above does not negate Resolutions adopted on October 5, 1999, October 2, 2000, February 5, 2001, and July 16, 2001, authorizing the signatures of William McFarlane, Kay Williams, and Brenda McKinney.

BE IT FURTHER RESOLVED that checks shall be signed by Brenda McKinney or Aalea Skrycki and by William McFarlane or Kay Williams.

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**M. RESOLUTION TO AMEND THE POLICY FOR THE PRE-
APPROVAL OF DISBURSEMENTS PRIOR TO BOARD
APPROVAL**

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
APRIL 7, 2008**

**A RESOLUTION TO AMEND THE POLICY FOR THE PRE-
APPROVAL OF DISBURSEMENTS PRIOR TO BOARD APPROVAL**

WHEREAS on January 17, 1995, the Superior Charter Township Board established a policy exempting specified bills from presentation for Board approval prior to payment; and

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WHEREAS the policy was established to ensure that the Superior Board of Trustees has proper supervision over the disbursement of Township monies, while also permitting the disbursement of routine or emergency expenditures without the direct bi-monthly approval of the Board of Trustees; and

WHEREAS the policy has not been revised or updated since that time; and

WHEREAS it is prudent to reconsider the items on the pre-approval list;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board adopt the following policy for the pre-approval of disbursements prior to formal Board approval:

**POLICY FOR THE PRE-APPROVAL OF DISBURSEMENTS PRIOR TO FORMAL
TOWNSHIP BOARD OF TRUSTEES APPROVAL**

All expenses that are not defined as pre-approved over \$1,000/item must be approved by the Superior Township Board of Trustees before payment is disbursed. The Accountant shall present a "Bills for Payment" list for each board meeting listing what needs to be paid from each fund.

Numerous purchases shall be considered pre-approved because they are either:

- a) allocated in the annual budget
- b) part of a larger contract
- c) necessary for the on-going operation of the Township

The following disbursements shall be defined as pre-approved:

Emergency repairs to Township buildings
Emergency repair to fire trucks or equipment
Emergency repairs to Utility Department trucks or equipment
Emergency repairs or expenses dealing with water and sewer main breaks
Expenditures that were previously approved in a contract that do not exceed contract
Expenditures that were previously approved by the Board that do not exceed approved
limit
Monthly streetlight bill from DTE Energy
Refilling of the postage meter
Diesel fuel for the fire department
Heating bills

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Monthly Staples office supplies bill (the individual purchases are approved by Twp Officials)

Bi-Monthly Payroll (time sheets are approved by the Township Supervisor)

Health, dental & vision insurance (this is covered in the annual contract)

Fire Department Dispatch Services from Washtenaw County as approved in annual contract

Monthly payment for contracted sheriff deputies from Washtenaw County

Employer portion of MERS Health Care Savings Plan as approved in annual budget

Inter-Fund Transfers as approved in annual budget

Transfers to Reserves as approved in annual budget

Road Maintenance & Repair as approved in annual budget

Publication of ordinances

Publication of Township Newsletter as approved in annual budget

AATA transportation services as approved in annual budget

Engineering and Planning expenses that will be billed to petitioners and are not a Township expense

Bi-Monthly invoices from Building Fund contractual inspectors (Individual fees are contracted)

Monthly bill from Ypsilanti Township Composting Site (Individual addresses are monitored for excessive use)

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

N. FIRE FUND BUDGET AMENDMENT

It was moved by Caviston, supported by Green, that the Superior Charter Township Board amend the 2008 Fire Fund Budget as follows:

Increase the following line items:

206-336-710-000	Training	\$4,000.00
206-366-750-000	Turn-out Gear	5,000.00

Decrease the following line items:

206-366-740-000	Operating Supplies	\$2,000.00
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206-366-775-000	Maintenance/repair Supplies	1,000.00
206-336-930-000	Repair and Maintenance	6,000.00

Roll call vote:

Ayes: McFarlane, Williams, McKinney, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

11. PAYMENT OF BILLS

It was moved by McKinney, supported by Williams, that the bills be paid as submitted in the following amounts: General Fund - \$2,655.00 for a total of \$2,655.00.

The motion carried.

12. PLEAS AND PETITIONS

There were none.

13. ADJOURNMENT

It was moved by McKinney, supported by Caviston, that the meeting adjourn. The motion carried and the meeting adjourned at 8:30 p.m.

Respectfully submitted,

Kay Williams, Clerk