

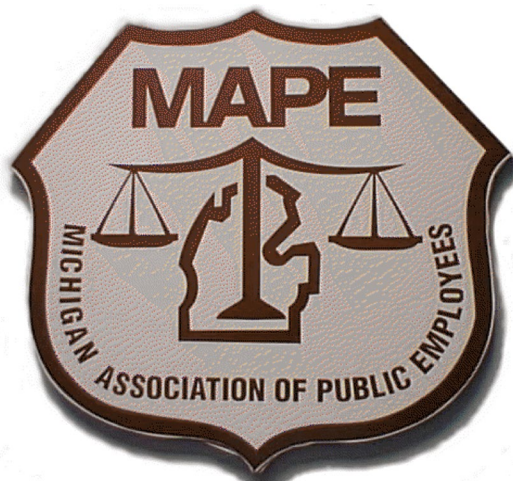
MASTER AGREEMENT

Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
(Department of Public Works)



January 1, 2023 through December 31, 2025

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AGREEMENT

This Agreement is entered into this 1st day of January, 2023 by and between the CHARTER TOWNSHIP OF CHESTERFIELD, a Michigan Municipal Corporation, located in Macomb County, Michigan, hereinafter referred to as "EMPLOYER", AND MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES, located in Troy, Michigan, hereinafter referred to as "UNION".

ARTICLE 1

PREAMBLE

It is generally the purpose of this Agreement to promote the mutual interest of the Township and its employees and to provide for the operation of the services provided by the Township 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, protection of property and avoidance of interruption to production. The Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 2

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the classifications in the Departments or Divisions of Departments, as identified in this Agreement.
- B. No official or agent of the Township shall:
 - 1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest; or
 - 2. Initiate, create, dominate, contribute or interfere with the formation, administration, internal affairs, elections, meetings, dues, policies or officers of the Union; or
 - 3. Discriminate in regards to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
 - 4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement; or
 - 5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Union as set forth in this Agreement.
- C. The Union agrees not to consort, join forces with, or make arrangements with any other organization for the purpose of coercing the Employer.

ARTICLE 3

UNION DUES AUTHORIZATION

- A. The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or to pay dues/fees to the Union.
- B. Upon being hired, a new member of the bargaining unit will be offered the choice to join the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the due's authorization form.
- C. All dues authorization forms shall comply with respective State and Federal laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.
- D. If the Employee chooses to withdraw his/her due authorization, the Employee shall notify the Employer and the Union, in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.
- E. Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Public Employees.

ARTICLE 4

MANAGEMENT RIGHTS

- A. The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the Township Ordinances and any modifications made thereto and any resolution passed by Township elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right to:
 - 1. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
 - 2. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
 - 3. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;

4. Determine the number, location and type of facilities and installations;
 5. Determine the size of the work force and increase or decrease its size;
 6. Hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day by seniority;
 7. Direct the work force, assign work and determine the number of employees assigned to operations;
 8. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish commensurate wages for any new or changed classifications;
 9. Determine lunch time, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
 10. Establish work schedules;
 11. Discipline and discharge employees for cause;
 12. Adopt, revise and enforce working rules and carry out cost and general improvement programs, all revised work rules will be posted seven (7) days prior to effective date;
 13. Transfer, promote and demote employees from one classification department, or shift to another by seniority, as set forth in Article 12 – Seniority/Loss of Seniority;
 14. Select employees for positions and to determine the qualifications and competency of employees to perform available work.
- B. The Employer agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed are retained by the Employer and that the Union further agrees to waive its rights to grieve concerning the contemplation, approval, application, implementation or adoption of any management right.

ARTICLE 5

NO STRIKE - NO LOCKOUT - NO WORK STOPPAGE

- A. The bargaining unit and the Union agree that there shall be no strikes or stoppages of work or any other acts that interfere in any manner with the services of the Employer, as long as the Agreement is in force. The Union and its representatives shall process grievances only through the grievance procedure provided for in the Agreement and will not call, participate in, encourage or condone any of the aforesaid types of work stoppage by any Employee(s). The Union will make reasonable efforts to end such activity.
- B. During the term of this Agreement, the Employer agrees there shall be no lockout of the Employees.

- C. The Parties of the 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 any member of the bargaining unit to take part in any strike, sit-down, stay-in, sick-out, or slowdown in any department of the Employer, or any curtailment of work or restriction or interference with the operations of the Employer or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage or curtailment until the same has ceased.
- D. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and order said employees, in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Employer shall have the right to discipline, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- E. In the event of any strike, sit-down, stay-in, sick-out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in this Article notwithstanding any provisions contained in this Agreement.
- F. In such event the arbitration within four (4) hours of the Employer's election to arbitrate shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC), to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.
- G. The arbitrator shall make such order and award as he shall consider necessary to effect compliance with this Article including cease and desist orders.
- H. In electing to submit any such matters to arbitration as provided in this Article, the Employer shall not thereby waive its right to any legal action for damages sustained by it because of any strike, sit-down, stay-in, or slowdown or any other curtailment of work authorized by the Union and which is in violation of this Article.
- I. Each party shall bear full costs for its side of the arbitration including payment of its witnesses and representatives and will pay one-half (1/2) of the costs for the arbitration; provided that the Township will pay the lost wages of one steward.

ARTICLE 6

UNION REPRESENTATION

- A. There shall be one union representative and alternate chosen from among employees with one or more year's seniority in a matter to be determined by the Union.
- B. The Union representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Union.
- C. The Union shall designate to the Employer, in writing, the Union representative and alternate and the Employer shall not be required to recognize or deal with any employee other than the one so designated.
- D. The local steward(s) may prepare for, and attend to Union business, as outlined in Article 7 – Union Release Time, without loss of time or pay.

ARTICLE 7

UNION RELEASE TIME

It is acknowledged by the Parties that all Bargaining Unit represented employees have regular duties to perform and are first employees of the Township. Therefore, such representatives and employees will not leave their duties without first obtaining the permission of their Department Head and/or designee. Requests for Union release time, paid or unpaid will not be unreasonably withheld. The contract language provides that union release time is for formal special conferences, to investigate and process grievances, collective bargaining, and or disciplinary matters, not for general discussion or social union meetings.

It is the intent of the Parties that union release time will be utilized in the manner that will least interfere with department operations.

ARTICLE 8

PERSONNEL FILE

- A. Personnel File: The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Department. There will be only one (1) personnel file for each Employee.
- B. The Employer shall maintain personnel files consistent with the Bullard/Plawecki Right-To-Know Act.

ARTICLE 9

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs. The grievance procedures contained in this Agreement shall, to the extent not inconsistent with state law, be conducted internally as a Township management/personnel issue and not in the context of a public meeting.
- B. Any employee having a grievance in connection with his/her employment must present it to the Director of Human Resources, in writing, within ten (10) days after the date the employee/union knew or should have known of the alleged violation. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. The Union may submit a class-action grievance provided it alleges the violation of a specific article or section in which the results would be the same for each employee involved in the grievance. Grievances must be presented as follows:
1. STEP 1: VERBAL – DEPARTMENT HEAD: The Employee or Union representative must first discuss the specific grievance with the Department Head/Designee. A Union representative shall be present at this meeting; otherwise, the disputed issues(s) shall not be considered a formal grievance, as outlined in this Article. The Department Head/Designee shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the Employee and the Union Representative.
 2. STEP 2: WRITTEN – HUMAN RESOURCES: If the grievance is not settled at the verbal step, a written grievance may be filed by the Union representative with the Human Resources Department within ten (10) days after the Department Head/Designee's response at Step 1. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Director of Human Resources to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.
 3. STEP 3: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employment Relations Commission (MERC). While mediation is an attempt to resolve the grievance in a manner that is satisfactory to both Parties, such mediation shall not be binding on any of the Parties. At the conclusion of the mediation process, if the Parties do not resolve the grievance in writing, the Parties shall sign a joint written statement that the grievance is unresolved.
 4. STEP 4: ARBITRATION: If the grievance is not satisfactorily settled at Step 2, the Union has twenty (20) days from the date of receipt of the Step 2 written statement to apply for arbitration with the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS), if it involves an alleged violation of a specific article and paragraph of the Agreement. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration. The Parties shall choose and agree upon an arbitrator by following the established process and procedure outlined by MERC and/or FMCS. The cost of arbitration shall be shared equally by the Parties.

C. Authority of the Arbitrator:

1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws, rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment.
3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both Parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an Employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such Employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the Party filing.
2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
4. Nothing contained herein shall be intended to limit an Employee's right to discuss normal customary administrative situations with his/her immediate Supervisor.

5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.
7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

ARTICLE 10

DISCIPLINE

- A. The Employer shall not discipline or discharge any Employee with seniority without just cause.
- B. The Employee shall have the right to Union Representation at the time disciplinary action is imposed and shall be advised of that right, unless the Employee is not available in which case the Union will be provided with a copy of the disciplinary action.
- C. Disciplinary action shall be corrective in nature and include verbal warning, written reprimand, suspension and discharge. Discipline will generally be progressive, but could be accelerated depending on the nature of the issue.
- D. The Human Resources Department and/or Department Head shall provide the Employee with charges and specifications in writing at the time of discipline.
- E. The Human Resources Department will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.
- F. Materials relating to disciplinary action which are placed in the employee's personnel file shall remain in the personnel file for a period of time not to exceed one (1) year, unless otherwise stated in the disciplinary action, at which time the document will be destroyed, providing that there has been no subsequent recurrences of the same or similar behavior which led to disciplinary action.
- G. The Employer will not take into account any prior discipline that occurred more than two (2) years previously.
- H. The Employer agrees that any documented disciplinary action will be given to the employee and placed in their personnel file.

ARTICLE 11

PROBATIONARY PERIOD

- A. Probationary Period for New Full-time Employees: A full-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first one hundred and eighty (180) calendar days of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period, the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- B. Probationary Period for New Part-time Employees: A part-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first two hundred and seventy (270) calendar days of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period, the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- C. Probationary Period For Promotions, And Lateral Transfers: An employee awarded a promotion, or lateral transfer, as defined in the Collective Bargaining Agreement, shall have a probationary period of ninety (90) calendar days from the date of change in classification in the new position to prove that he/she has the qualifications to handle the requirements of the position. If it is obvious that he/she is not capable of fulfilling the requirements, he/she may be returned to his/her previous classification by the Employer without prejudice. Such employee will have the option of returning to his/her previous classification without prejudice, within thirty (30) days from the date of change in classification, of starting that new position.

ARTICLE 12

SENIORITY /LOSS OF SENIORITY

- A. Seniority
1. Job classification seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification commencing with the employee's first full day of work within that classification and within the bargaining unit hereinbefore described in Article 2. An employee will have seniority in no more than one (1) classification at a time.
 2. A full-time employee whose status changes to part-time ~~work~~ within the bargaining unit shall lose his/her full-time seniority, likewise a part-time employee whose status changes to full-time within the bargaining unit shall lose his/her part-time seniority.
 3. Seniority shall apply only for purposes of layoff and recall and wherever else specifically provided for in this Agreement.
 4. In all cases, however, the application of seniority is expressly subject to and conditional upon a senior Employee who is exercising bumping rights having the ability, without retraining, or being able, to perform the available work in a satisfactory manner.

5. The Employer shall maintain up-to-date seniority and classification lists, containing the names and job titles of all Employees in the bargaining unit entitled to seniority and copies of such lists shall be furnished to the Union in July of each year and anytime the list changes.
6. In the event that two or more employees have the same date of hire, seniority dates shall be determined by the last four (4) digits of the employee's social security numbers. The employee whose social security number is higher shall be considered more senior.
7. Temporary and seasonal employees will not accrue Union seniority.
8. During the Term of Office, the Unit President will be assigned to the top of the seniority list for purpose of layoff and recall only. If the employee who is President goes on leave for medical or other approved purpose, the Unit Vice-President will be assigned to the top of the seniority list during the Presidents approved absence.
9. Employees possessing higher-seniority shall not be kept at work during periods of layoff unless they are capable of performing the work to be done within their department
10. Seniority rights shall prevail in cases of layoff and recall where the employee's ability, experience, training and work record in the discretion of the Employer are equal; provided that when all other factors are equal, seniority shall be the determining factor.

B. Loss of Seniority

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

1. The employee retires, resigns or terminates their employment with the Township.
2. The employee is discharged and the discharge is not reversed through the grievance procedure, or;
3. The employee is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to his/her last known address that his/her seniority has been forfeited and his/her employment is terminated, or;
4. The employee fails to return to work when recalled after a layoff as set forth in the recall procedure of the Agreement. In special cases, the Employer may make exceptions, or;
5. The employee fails to return to work after having been on a leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in Paragraph 3., or;
6. The employee accepts any employment elsewhere during a period of time while he/she is on an approved unpaid leave from the Township, or;
7. An employee's seniority shall continue to accrue during a layoff, but in no event shall seniority accrue for a period of more than twelve (12) months. In those cases, in which an employee remains on layoff for a period of more than twelve (12) months, the employee is subject to termination. During the layoff period, the employee shall not receive any benefits unless specifically continued in this Agreement.

ARTICLE 13

LAYOFF AND RECALL

A. Layoff:

1. The word "layoff" means a reduction in the working force.
2. If it becomes necessary for a layoff, the following procedure will be mandatory. Temporary and Seasonal will be laid off first. Probationary Employees within the bargaining unit will be second, then, full time bargaining unit Employees. The laid off full-time employee may then displace the employee with the less seniority in the bargaining unit. The Employee exercising her/his bumping rights shall not suffer any loss of wages. In no instance shall the Employer be obligated to promote an Employee instead of laying off said Employee.
3. No regular full-time Employees shall be laid off while temporary or seasonal Employees remain working in the same seniority group.
4. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The President of the Local Union shall receive a list from the Human Resources Department of the Employees being laid off on the same date the notices are issued to Employees.
5. An Employee's seniority shall not accrue after thirty (30) calendar days during layoff.
6. During layoff no fringe benefits will accrue except longevity credit.
7. A laid-off employee shall remain eligible for recall for sixteen (16) months from the date of the employee's lay-off.

B. Recall:

1. After a layoff, Employees shall be recalled in the inverse order of the layoff, subject to the Employee being able to perform the available work.
2. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. A recalled employee shall give notice of his intent to return within three (3) consecutive calendar days. If the Employee fails to report to work after being recalled (in her/his own classification) within seven (7) calendar days after delivery by the post office at said address of said recall notice, the Employee shall be considered as having terminated her/his employment. It shall be the obligation of the employee to provide the Employer with a current/correct address and telephone number at all times.
3. The Employer agrees that no new Employees will be hired until the recall list has been exhausted.
4. A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

5. No bumping shall be permitted by any employee who has a job nor shall an employee solely by virtue of seniority be entitled to select or to have, or to retain any particular job within a job classification. Job assignments will be made by the Employer.
6. No bumping shall be permitted by a laid-off employee to secure a higher rated job.

ARTICLE 14

JOB POSTINGS/PROMOTIONS/DEFINITIONS

Employees shall have the right to apply for a vacant position, in writing, following the process determined by Human Resources. The Employer shall consider such application from an Employee, however, the Employer shall fill such vacancy with the most qualified applicant. The Employer has the sole and exclusive right to determine the most qualified applicant.

A. DEFINITIONS:

1. Promotion: A "promotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a higher pay grade and for which the employee is qualified.
2. Lateral Transfer: A "lateral transfer" is defined as the movement of an employee to a regular job opening in a different department, which opening is the same classification as the employee currently holds.
3. Voluntary Demotion: A "voluntary demotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a lower pay grade and for which an employee is qualified.

B. JOB POSTINGS:

1. The Township will post all job openings for a minimum of five (5) working days. Entry-level openings will not be subject to the requirements of this Article.
2. Any employee interested in a position must apply through the Human Resources established application process within the posting period. The employee must meet the minimum qualifications before the closing date of the posting, unless otherwise specified by Human Resources, in writing.
3. If necessary, a temporary appointment may be made by the Department Head, without prejudice to employees seeking the job.

C. PROMOTIONS:

When an employee applies for a promotional position (a position with a higher salary range than the employee's current position), promotions shall be based upon qualifications as determined by the Employer. If the employee's qualifications are determined to be equal, seniority, as defined in Article 12 – Seniority/Loss of Seniority, of this Agreement, shall then be given first consideration. Internal candidates will be given the opportunity to interview for internal positions.

ARTICLE 15

WAGES/WAGE SCHEDULE/CLASSIFICATION LIST

A. Wages

1. Wage rates shall be effective January 1, 2023, and shall remain in effect for the duration of this Agreement.
2. Wage increases shall be annually, based on the Employee's date of hire.

B. Wage Schedule

		<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Crew Leader	2023	\$30.79	\$31.30	\$33.69	
	2024	\$31.71	\$32.24	\$34.70	
	2025	\$32.66	\$33.21	\$35.74	
Public Service Worker II	2023	\$28.20	\$28.90	\$30.08	
	2024	\$29.05	\$29.77	\$30.98	
	2025	\$29.92	\$30.66	\$31.91	
Public Service Worker I – Inspector	2023	\$27.20	\$27.90	\$29.08	\$30.11
	2024	\$28.02	\$28.74	\$29.95	\$31.01
	2025	\$28.86	\$29.60	\$30.85	\$31.94
Public Service Worker I	2023	\$27.20	\$27.90	\$29.08	
	2024	\$28.02	\$28.74	\$29.95	
	2025	\$28.86	\$29.60	\$30.85	
Public Service Worker	2023	\$19.84	\$20.73	\$21.61	
	2024	\$20.44	\$21.35	\$22.26	
	2025	\$21.05	\$21.99	\$22.93	

2023: 4% Increase

2024: 3% Increase

2025: 3% Increase

The 2023 across-the-board wage increase is effective January 1, 2023.

C. Bargaining Unit Classifications:

Crew Leader

Public Service Worker II

Public Service Worker I – Inspector Water & Sewer

Public Service Worker I

Public Service Worker

D. Special License Incentive

1. S License Incentive - The following schedule will apply for employees receiving, and maintaining an S license.
 - a. Fifty Cent (\$.50) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S-4 License.
 - b. Seventy-Five Cent (.75) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S-3 License.
 - c. One Dollar (1.00) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S-2 License.
 - d. Two Dollars (2.00) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S-1 License.
2. Designated Back-Up Operator and Designated Operator in Charge - If, and when determined, and assigned by the Supervisor and or designee, the following schedule applies for assignment of Back-up Designated Operator in Charge and for Designated Operator in Charge.
 - a. Three Dollars (\$3.00) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S License and are appointed as Backup Designated Operator in Charge (DO) for the Chesterfield Water system.
 - b. Four Dollar (\$4.00) Hourly License Incentive for Public Service Workers, Crew Leaders and Water and Sewage Inspectors who have, and maintain, an S-1 License and are appointed as Designated Operator in Charge (DO) for the Chesterfield Water system.
3. Pesticides Spray Applicator License - All bargaining unit members that maintain a Pesticides Spray Applicator License, shall receive an annual incentive payment of five hundred and fifty dollars (\$550.00).

ARTICLE 16

OVERTIME, CALL-BACK AND COMPENSATORY TIME

A. Overtime: The Employer may schedule Employees to work overtime, on a reasonable basis, subject to the provisions of this Article.

1. If requested to work overtime, an employee will be expected to do so unless he is excused for good cause. The Employer will try to give the employees at least four (4) hours advance notice when they are required to work overtime.
2. Time and one-half (1 1/2) of an employee's regular rate of pay will be paid for all hours worked, or otherwise compensable in excess of normal working hours.
3. The rate for overtime pay shall be time and one half (1 1/2) times the employee's regular hourly rate and double time on Sunday, or the seventh (7th) day in the work week, excluding all forms of premium pay.
4. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work.
5. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

B. Call-Back Time:

1. If an employee is called back after quitting time for overtime work, he shall be compensated for not less than two (2) hours work regardless of time worked.
2. The Employer may assign employees to any work available during such two (2) hour period.
3. The minimum two (2) hours work or pay shall not apply where an employee reports back to work after he has been absent without excuse and without notifying the Township of his date to return to work.
4. Employees are expected to respond to a call back to work under conditions of management-declared emergency made known to the employee, provided, the employee is given reasonable notice.

C. Compensatory Time:

The Employer and the Employee have the right to allow for compensatory time to be accumulated up to thirty-two (32) hours per calendar year, January 1 to December 31st. All compensatory time, with the exception of emergency situations, must be approved as compensatory time prior to it being worked. Any overtime worked to be accumulated for compensatory time will be at the overtime rate. Compensatory time not used during the calendar year will be paid out in a lump sum payment in January of each succeeding year. If an Employee leaves the employment of the Township, they shall be compensated for 100% of their accrued compensatory time. The Department Head shall keep records and monitor the accumulation of compensatory time.

D. On-Call:

1. Employees who are assigned as "on-call" shall be paid not less than three hundred (\$300.00) dollars for each calendar week, or seven (7) consecutive days said employee is on-call.
2. It shall be the employee's duty while on-call to be constantly accessible through the Township-designated on-call phone, and not be further than ten (10) miles from any Township boundary at any time.
3. If the on-call employee is called in between the hours of 6:00 a.m. and 8:00 a.m. on a regularly scheduled work day, then the employee will only receive overtime pay for the hours worked up until 8:00 a.m., and then receive regularly scheduled straight time after 8:00 a.m.

ARTICLE 17

EMPLOYEE DEFINED

- A. Regular Full-time Employee: A regular full-time employee is an individual employed in a full-time budgeted position and regularly scheduled to work forty (40) hours per week. Regular full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.
- B. Regular Part-time Employee: A regular part-time employee is an individual employed in a part-time budgeted position and regularly scheduled to work less than twenty-nine (29) hours per week. Regular part-time employees shall not be entitled to any benefits outlined in this Labor Agreement.
- C. Temporary/Seasonal Employee: Any individual employed on a temporary or seasonal basis, as determined by the Employer, who shall be employed for no longer than a six (6) month period. If such an employee is hired as a result of an approved leave of absence or workers' compensation leave, the temporary/seasonal employee shall be employed for the term of the leave of absence. Such employee shall not be represented by this Union, and shall not be entitled to any benefits outlined in this Labor Agreement.
- D. Upon a position becoming vacant, the Employer shall only be able to convert two (2) full time positions to part time positions through attrition during the term of this Labor Agreement.

ARTICLE 18

RATES FOR NEW CLASSIFICATIONS

The rate of pay for any new classification established by the Employer within the bargaining unit covered by this Agreement shall be determined by the Employer. The parties agree to negotiate the rate of pay for new classifications within thirty (30) days after the Employer establishes the classification and rate. If the Employer and Union are unable to agree to the new classification and rate of pay, the classification and rate of pay will be subject to the grievance procedure.

ARTICLE 19

UNION ACTIVITIES/BULLETIN BOARD

- A. The Employer agrees to provide bulletin board space, which may be used by the Union for the following notices:
 - 1. Notice of Union meetings.
 - 2. Notices of Union elections and the results where they pertain to the Employer's employees.
 - 3. Notices of Union recreational and social events.
 - 4. Other notices concerning Union affairs which are not political or controversial in nature.
- B. It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.
- C. It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed, or defaced by Employer or employees. If same should occur, the affected employee shall be subject to disciplinary action.
- D. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, or the Employer's officials, officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- E. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.
- F. The Union will remove from the bulletin board, upon the written request of the Employer, any material which in the Employer's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship.

ARTICLE 20

WORK SCHEDULE, LUNCH & BREAK PERIODS

- A. Regular Work Schedule: The regular work week and work hours for Employees covered by this Agreement shall be as follows. This paragraph shall not be construed as, and is not a guarantee of any number of hours of work per day.
 - 1. The regularly scheduled work week shall be forty (40) hours, consisting of five (5), eight (8) hour work days Monday through Friday, excluding a non-paid one-half (1/2) hour lunch period.
 - 2. Employees may be required to work anytime on a seven (7) day work week with a five (5) day work schedule with two (2) days off in succession from Sunday to Saturday inclusive, by agreement between the Employer and Employee, on an as needed basis.

3. Unless otherwise determined by the Employer, the standard work hours will be from 8:00 a.m. to 4:30 p.m. Hours may be adjusted according to the needs of the Employer, but in no event will such employees be required to work split-shifts.
4. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, Paid Time Off, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this contract. This Paragraph shall not be construed to allow a circumvention of overtime.
5. If an employee is more than sixty (60) minutes tardy, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day.
6. For all employees the work hours shall be broken down into 10, 6-minute segments. An employee shall be noted as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late, six (6) minutes or more after starting time, he shall be docked in major segments of 1/10 of an hour.

B. Lunch and Break Periods:

1. For all employees covered by this Agreement, there shall be a paid fifteen (15) minute rest period during the first half of the shift and another paid fifteen (15) minute rest period during the second half of the shift, to be scheduled by the Employer.
 2. For all employees covered by this Agreement, there shall be a lunch period without pay to be scheduled by the Employer, as close to the middle of the shift as possible. All employees working in the field away from Township offices shall not be required to punch in and punch out for the lunch period. In the event that work duties interfere with an employee taking a fifteen (15) minute rest break as addressed in Paragraph FB.1, above, the employee shall be allowed to combine the missed break with their lunch period.
 3. No lunch hours are to be taken during the first or last hour of the Employee's work day.
- C. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated and return time, and secure such supervisor's permission prior to leaving.

ARTICLE 21

HOLIDAYS AND HOLIDAY PAY

- A. The following shall be considered as holidays for the purposes of this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Juneteenth
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas
New Year's Eve Day
Birthday Day

- B. Should Christmas and New Year's Eve fall on a Saturday, the Christmas and New Year's Eve holidays will be celebrated the prior Friday. Should Christmas and New Year's Eve fall on a Sunday or Monday, the Christmas and New Year's Eve holidays will be celebrated the following day, i.e., if Sunday, then Monday will be the holiday; if Monday, then Tuesday will be the holiday.
- C. To be eligible for holiday pay, an employee must:
1. Work full time on the date the holiday occurs.
 2. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- D. No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.
- E. To be eligible to receive a paid holiday, a regular employee must have worked the scheduled day before and the day after the recognized holiday, except when authorized leave. Authorized leave shall include paid time off, bereavement leave, or leaves of absence of any sort.
- F. If employees covered by this Agreement work on any holiday set forth in Paragraph A. in no event shall the pay for such holiday exceed regular pay plus double time.
- G. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on pay for normal work day as defined in Article 20 – Work Schedule, Lunch & Break Periods, at the straight time hourly rate, excluding premiums of the particular employee.
- H. When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday. This shall not apply if the employee is off sick or in an emergency.

ARTICLE 22

PAID TIME OFF

- A. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as sick time, vacation, personal business and other activities and needs, without disrupting the operations of the department.

B. The following schedule shall apply to full time employees:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED</u>	<u>ANNUAL AMOUNT OF PTO DAYS</u>
Less than 5	28 days
5	33 days
10	38 days
15	43 days

- C. Employees shall accrue fourteen (14) PTO days at date of hire, and then in total on that anniversary date throughout employment. Unused PTO will be paid to the Employee after each Employee's anniversary date based on original full-time date of hire, payments not to exceed one hundred percent (100%) of annual amount of PTO days.
- D. Paid Time Off shall be available for use upon accrual.
- E. Paid Time Off requests shall be reviewed by the Elected Official/Department Head, and must be approved in advance. For time off requests of one (1) week or more, the request must be submitted two (2) weeks in advance. All other time off requests must be submitted 24 hours in advance, unless the request is for unforeseen circumstances in which case a thirty (30) minute notice is expected. Any approval shall be at the Elected Official/Department Head's discretion to ensure efficient operations.
- F. Upon termination of employment, an employee shall be compensated for the balance of his/her Paid Time Off at the rate of pay said employee received at the time of termination. If an employee terminates voluntarily or involuntarily, prior to the end of their probationary period, that employee will not receive pay out of PTO bank.

ARTICLE 23

LEAVE OF ABSENCE

- A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:
1. Personal Leave
 2. Medical Leave for Employee and/or Family
 3. Military
- B. Provisions:
1. Personal Leave of Absence:
 - a. An employee may be eligible for a Personal Leave upon completion of twelve (12) months of service from their full-time date of hire.
 - b. An employee absent from work for more than fifteen (15) consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources.

- c. All requests for a Personal Leave must be submitted with as much possible notice prior to the effective date of the Personal Leave.
- d. While on an approved Personal Leave, an employee must exhaust all compensatory time and paid time off, less five (5) days.
- e. An approved Personal Leave shall not exceed six (6) months.
- f. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
- g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
- h. The Department Head and the Human Resources Department shall approve or disapprove all requests for Personal Leave. The Employer shall have the sole and exclusive right to approve or disapprove leaves, ensuring the needs of the Township will be met.
- i. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in this Labor Agreement.

2. Medical Leave of Absence for Employee and/or Family:

- a. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
- b. An employee may be eligible for a Medical Leave upon completion of six (6) months of service from their date of hire.
- c. A family member shall be defined pursuant to the Family Medical Leave Act.
- d. An employee absent from work for more than five (5) consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources.
- e. All foreseeable requests for a Medical Leave must be submitted in writing to the Human Resources Department Head at least thirty (30) days prior to the effective date of the Medical Leave.
- f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
- g. Medical certification must be received by the Human Resources Department within fifteen (15) days from the employee's last day worked.
- h. While on an approved Medical Leave, an employee must use paid time off to cover any elimination period related to Short-Term or Long-Term Disability.

- i. Medical Leaves can be approved for a period of no more than six (6) months. Medical Leave requested beyond six (6) months, may be approved for an extension, but not to exceed an aggregate total of no more than twelve (12) months.
- j. Medical Leave extension requests must be submitted in writing to the Human Resources Department at least five (5) working days prior to the expiration of the current approved Medical Leave.
- k. An employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the employee is on said Medical Leave without pay.
- l. While on a Medical Leave, benefits will be cancelled at the end of the tenth month of an approved medical leave. Upon the return from a Medical Leave where benefits are cancelled, such benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
- m. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
- n. The Human Resources Department shall approve or disapprove requests for Medical Leave, ensuring the needs of the Township will be met.
- o. In order to return from a Medical Leave, documentation from the attending Physician stating the employee can return to work and has the ability to perform the essential functions of the job with or without reasonable accommodation must be submitted to the Human Resources Department, prior to returning to work. If light-duty is recommended, Human Resources, and the Department Head/Designee will determine if light duty is available, as described in Article 32 – Light/Limited Duty, of this Agreement. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.
- p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in this Labor Agreement.

3. Military:

- a. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee, whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.
- b. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources. Employees absent under USERRA should provide the Township with a copy of his/her military orders.

C. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE 24

BEREAVEMENT LEAVE

All Bereavement Leave requests are subject to prior approval by the Employer and shall not be unreasonably withheld or denied. Upon presentation of proof of death, as required by the Employer, such as, but not limited to, newspaper death or obituary notice, the following Bereavement Leave Policy shall apply:

- A. An Employee will receive five (5) days off with pay, not chargeable to Paid Time Off accumulation, for bereavement of the employee's spouse, children, natural mother and natural father, brother and sister. In the event of a death of an employee's natural mother, natural father, children, or spouse the employee may upon request, use two (2) additional days deducted from accumulated Paid Time Off.
- B. An employee will receive three (3) days off with pay, not chargeable to Paid Time Off accumulation, for bereavement of the employee's, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children, grandparent, grandchildren, step-grandchildren, foster parent, father-in-law, and mother-in-law.
- C. An employee will receive one (1) day off, for bereavement of the employee's aunt, uncle, grandparent-in-law, niece, nephew, and current step-parent. An employee may take an additional two (2) days off, deducted from accumulated Paid Time Off.
- D. For attendance of out-of-state funerals an additional two (2) days may be taken, deducted from accumulated Paid Time Off.

ARTICLE 25

JURY/COURT DUTY

- A. In the event a full-time employee is called for jury duty, or whose appearance is required in court as a result of a subpoena or court order, which is work related, the employee shall promptly provide a copy of the official notice to the Department Head/Designee. Full-time Employees who are required to appear for jury duty at a time that they are scheduled to work, shall receive the necessary time off with pay.
- B. An employee must report for work when it does not conflict with court obligations. If an Employee is released early from jury duty, they are expected to report to work for the balance of the day. An employee who does not report to work for the remaining work day after a court appearance, will not be paid for time missed from work.
- C. It is the employee's responsibility to keep the employee's Department Head informed on a daily basis about the time required for jury duty or court appearances.
- D. All jury service checks will be turned into the Department Head/Designee for processing. Expenses provided to employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the employee.

- E. All days served on jury duty, or for a subpoena, are to be considered regular working hours and not deducted from accumulated paid time off.

ARTICLE 26

INSURANCE BENEFITS

A. Insurance Benefits (general provisions):

- 1. Only Full-time employees and their eligible dependents will be eligible for Employer provided Insurance Benefits under this Article.

Full-time employees whose spouse is also employed full-time by the Employer or who is a retiree of the Employer will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee(s)/retiree and eligible dependents. Such employee(s)/retiree shall not be eligible for the insurance waiver payment.

- 2. Full-time employees may elect to cover their current spouse on the Employer's medical, prescription drug, dental and vision plans.

Full-time employees may elect to cover their eligible children up to the age 26 on the Employer's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to Human Resources as requested.

- 3. Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for the Employer's medical, prescription drug, dental and vision plans as well as life insurance.

B. Medical and Prescription Drug Plan:

- 1. The Employer shall provide the medical plan options as attached in Appendix A, or its substantial equivalence. The Employer agrees to contribute to a qualified Health Savings Account (HSA) fifty percent (50%) of the Plan's deductible in January of 2023, 2024, and 2025. Members of this bargaining unit will not be subject to the election made by the Township Board based upon its options under PA152 for the duration of this contract. Employees may elect to contribute to the HSA within the IRS established limitations.

- 2. Full-time employees who elect not to participate in the Employer's medical and prescription drug plans and who have coverage elsewhere shall receive a monthly insurance waiver payment of \$166.00 for a single contract and \$333.00 for a two person/family contract. The insurance waiver will be paid in the employee's regular paycheck, subject to normal deductions.

- a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver payment.
- b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Employer's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

- c. Full-time employees who are waiving medical insurance are eligible to enroll in dental and vision insurance, and still receive the waiver payment.
- C. Dental Plan: The Employer shall provide a dental plan to full-time employees and their eligible dependents as outlined in Appendix C, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are an IRS claimable dependent.
- D. Vision Plan: The Employer shall provide a vision plan to full-time employees and their eligible dependents as outlined in Appendix C, or its substantial equivalence. Dependents ages 19-26 may be eligible for vision coverage if they are an IRS claimable dependent.
- E. Life Insurance/AD&D: The life insurance benefit provided by the Employer shall be \$50,000 with Accidental Death & Dismemberment double indemnity coverage.
- F. Short-Term Disability: Full-time employees covered by this Agreement will be provided a Short-Term Disability program with a seven (7) calendar day elimination period and a 66.67% weekly benefit not to exceed \$1,100.00. The provider shall be determined by the Employer. The cost for this Short-Term Disability coverage will be paid by the Employer.
- G. Long-Term Disability: Full-time employees covered by this Agreement will be provided a Long-Term Disability program upon the expiration of Short-Term Disability benefits, with a 66.67% monthly benefit not to exceed \$5,000.00 per month. The provider shall be determined by the Employer. The cost for this Long-Term Disability coverage will be paid by the Employer.
- H. Part-time employees shall not be eligible for Employer's medical, prescription drug, dental and vision plans, Short-Term Disability, Long-Term Disability, and life insurance during employment and/or retirement.

ARTICLE 27

RETIREMENT/MERS PENSION ELIGIBILITY

- A. For full-time Employees hired into the Township prior to January 1, 2014 :

The Employer agrees to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 6-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) Employee contribution.

- B. Full-time Employees hired on or after January 1, 2014:

The Employer agrees to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 10-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) Employee contribution.

ARTICLE 28

RETIREE INSURANCE ELIGIBILITY

A. RETIREE INSURANCE ELIGIBILITY

1. Based upon length of service at the time of retirement, an Employee with at least fifteen (15) years of full-time service and age fifty-five (55) is eligible for and will receive full retiree medical and prescription benefits including dental and optical coverage for the retiree, spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree.
2. An Employee who retires from the Township under the MERS pension plan, and is receiving MERS retirement payments, will be eligible for medical and prescription benefits including dental and optical coverage from the Township as described in Paragraph A.1., above.
3. Full-time Employees hired into the Township prior to January 1, 2010:

The Employer will provide the same coverage to eligible retirees as they had upon retirement, until such time as the retiree is eligible for the Medicare Program.

4. Full-time Employees hired into the Township on or after January 1, 2010:

The Employer will provide the same coverage as active Employees, including any future negotiated changes, at the Employer's discretion, until such time as the retiree is eligible for the Medicare Program. Such eligible Employees, will have the ability to voluntarily elect to have his/her retiree healthcare governed by Paragraph A.5. below, and receive a five thousand, four hundred-dollar (\$5,400) contribution to that Plan for each year of Township service prior to 2018, and two thousand, six hundred dollars (\$2,600.00) per year for years of service in 2018, and 2019, then the contribution amounts in Paragraph A.5., will apply for future Township service. These Employees must make this election by June 30, 2020. For these Employees who have elected this option, they will be eligible for the Medicare Program as described below.

Medicare Program: For Paragraphs 2 and 3, above, retirees and/or their eligible spouse shall apply and participate in the Medicare Program, when eligible, and must obtain parts A & B at their cost. At that time, the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with the Medicare Program. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage. Dental and optical coverage will continue to be provided at the Township's cost for the retiree and eligible spouse.

5. Full-time employees hired into the Township on or after January 1, 2018:

Employees will not be eligible for, or receive, any Employer provided retiree medical, prescription drug, dental coverage, vision coverage and life insurance. The eligible Employee, however, shall receive one hundred dollars (\$100.00) per pay period deposited by the Employer into the Defined Contribution Retirement Plan, or another savings vehicle, as determined by the Employer, with the annual amount not to exceed two thousand six hundred dollars (\$2,600.00) per year. Employees shall be immediately vested in these Employer contributions.

6. Full-time employees hired into the Township on or after January 1, 2020:

Employees will receive one hundred fifty dollars (\$150.00) per pay period, deposited by the Employer into the Health Care Savings Program (HCSP), or another savings vehicle, as determined by the Employer with the annual amount not to exceed three thousand, nine hundred dollars (\$3,900.00) per year. Full-time employees hired on or after January 1, 2018 shall receive the increase in contributions to the HCSP, effective January 1, 2020. Employees shall be immediately vested in these Employer contributions

B. INSURANCE WAIVER

1. A retiree who elects not to participate in the Employer's medical and prescription drug plans and who does have coverage elsewhere, shall receive an annual insurance waiver payment of two thousand dollars (\$2,000.00) for a single contract, and four thousand dollars (\$4,000.00) for a two-person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time eligibility will cease.
2. A retiree who has elected to waive health insurance in retirement, per this section shall be entitled to re-enroll in the insurance plan during annual open enrollment periods, or within thirty (30) days from a Qualified Life Event (QLE). The retiree shall be entitled to benefits that the retiree would have otherwise been entitled to at the time of retirement provided under Paragraph B. of this Article. The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

D. LIFE INSURANCE

Upon retirement from the Township, the Employer will continue group life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00) for the retiree only, until his/her death.

ARTICLE 29

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Temporary assignments are made at the discretion of the Employer in order to ensure the orderly performance and continuity of services. The temporary assignment must be authorized in advance by the Department Head when an employee will be functioning in a higher classification due to the absence of the higher classified employee, in excess of one (1) normal work day. An employee temporarily assigned to a higher classification, as described in this Article, will receive the minimum rate of the higher classification or one (1) step added to their current salary, whichever is greater.

Any employee temporarily assigned under this Article must have the current ability to do the available work and meet the minimum qualifications of the higher classification.

ARTICLE 30

LONGEVITY

A. The basis of longevity eligibility compensation is as follows:

1. Eligibility of a full-time employee shall commence when such employee shall have completed five (5) years of continuous full-time employment, based on the employee's full-time benefit date, on or before October 31st of any year.
2. Continuous Employment: Continuous employment with the Township shall be interrupted by any period of inactive employment lasting in excess of six (6) months, including, without limitation, such a period caused by layoff, unpaid leave of absence, suspension without pay, discharge or quit. Continuous employment with the Township shall not be considered interrupted when absences arise such as Paid Time Off, paid sick leave, approved leave of absence, and/or workers' compensation, not to exceed one year.
3. Longevity compensation shall be considered a part of the employee's regular compensation and, as such, subject to Federal and State withholding tax, social security, retirement deductions, regulations, ordinances of the Township, and other applicable statutes.
4. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

B. Each eligible employee hired prior to January 1, 2011 shall receive longevity compensation based on the following schedule:

<u>Years of Continuous Service With the Township</u>	<u>Percentage of Base Pay</u>
5 through 9	5%
10 through 14	6%
15 through 19	7%
20 and Up	8%

Each eligible employee hired after January 1, 2011 receive longevity compensation, as follows:

<u>Years of Continuous Service With the Township</u>	<u>Flat Longevity Amount of</u>
5 through 9	\$1,500.00
10 through 14	\$2,000.00
15 and Up	\$3,000.00

C. Longevity pay shall be payable (in a lump sum payment) to an eligible employee on the first pay period in December of each year during the term of this Agreement.

- D. Death, Retirement, Termination: Employees leaving the employ of the Township by reason of termination (excluding layoffs lasting less than six (6) months), retirement, or by reason of death from any cause shall be entitled to, and receive, a longevity payment calculated on a pro-rated basis for that portion of the year employed.
- E. There will be no Longevity Pay for Employees hired on or after January 1, 2023.

ARTICLE 31

WORKERS' COMPENSATION

- A. Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury within twenty-four (24) hours on forms provided by the Employer.

The Employer agrees to continue all insurance and other benefits during the period of time the Employee is disabled. The benefits provided by this Article are limited to pension benefits, insurance benefits, disability benefits as specifically provided in this labor agreement.

- B. A work related injury will be managed pursuant to Michigan Workers' Compensation laws.
- C. An Employee unable to return to duty upon the expiration of two (2) years of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

ARTICLE 32

LIGHT/LIMITED DUTY

- A. A member of the Union's bargaining unit shall be eligible for a limited-duty assignment if all the following conditions exist.
 - 1. The member provides written documentation from a medical doctor stating that the member is suffering from a physical, psychological, or emotional medical condition which prevents the member from performing his/her assigned job duties in a full duty status.
 - 2. The member provides written documentation from a medical doctor stating that the disability is such that the member may safely return to work on a limited duty status. The member's work limitations must be clearly stated by the treating physician.
 - 3. Limited duty work is available and beneficial to the department.
 - 4. The department shall not be required to make more than one (1) such position available to members at any one time; and in the event that additional members apply once available positions are filled, he/she shall wait (in order of application: first come, first served) for an opening to become available. However, in these situations, a duty-related injury will take precedence over a non-duty related injury.

- B. A member of the Union's bargaining unit assigned to limited duty shall be treated as follows:
1. The member shall be assigned limited duty equal to the employee's standard work week. The Director of Public Services and the Human Resources Department shall have the discretion to grant the request.
 2. Upon being certified by his/her physician that they may return to non-restricted full-duty status, the member shall be returned to the position held prior to the light/limited duty assignment.
 3. All contract benefits and provisions shall apply while said member is working in such position of limited duty as though he/she were working in full-duty status.

ARTICLE 33

UNIFORMS/APPAREL

The Employer shall furnish eleven (11) sets of uniforms annually. The Employer will also provide, as needed: rubber boots, rubber gloves, rain gear, Carhartt coveralls and jacket (or its equivalent brand), heavy/winter, two (2) hooded sweatshirts, and two hundred dollars (\$200) for work boots, paid yearly in January to each bargaining unit member in the Department of Public Works at no cost to the employee. Uniforms are a color and design selected by the Employer. Uniforms are the property of the Employer and to qualify for a replacement uniform, old items must be returned to the Employer. The Employer shall also provide all safety equipment, including helmets, eye and ear protection necessary for performance of the job.

ARTICLE 34

TRAVEL EXPENSE REIMBURSEMENT

- A. Mileage reimbursement will be made for employees required to use their personal vehicles to perform authorized Township business. The mileage reimbursement rate will be established in accordance with the Internal Revenue Service mileage reimbursement formula. Mileage reimbursement will be paid based on the rate in effect at the time the payment is requested.
- B. Mileage reimbursement must be authorized in advance by the Elected Official/Department Head or designee.
- C. Requests for mileage reimbursement are to be filed on forms authorized by the Finance Department. Forms must be submitted to the Finance Department within thirty (30) days after the expense has been incurred.
- D. Any/all other forms of reimbursement for travel will follow established Township policies and procedures.
- E. No Employee shall be authorized to take Township vehicles home. The Township reserves the right to authorize such vehicle use in limited and emergency circumstances and as approved in writing by the Township Supervisor/Designee.

ARTICLE 35

CONFERENCES, TRAINING AND EDUCATIONAL REIMBURSEMENT

- A. Conferences and Training: Any employee attending an educational or training conference, pre-approved by the Employer, shall be paid straight time only, and overtime pay shall not be paid under any circumstances.
- B. Educational Reimbursement: The Employer encourages its employees to seek higher education. For this reason, a partial repayment plan for the cost of education has been established as follows:

The Employer will reimburse the employee fifty percent (50%) of the cost of tuition, books and applicable fees, up to four thousand, (\$4,000.00) per semester, for pre-approved course work successfully completed and which leads towards a degree. All course work must be pre-approved by the Human Resources Department prior to taking the class. Course work must be from an accredited program, must be a class that is required by the degree or program, and must be related to the employee's position and must be for classes attended during non-duty hours. All such classes must be submitted on a department education request form. If the employee leaves Township employment before completing the course work or fails to successfully complete the course, the Township will not reimburse the employee for the course. To successfully complete a course is to receive a grade "B" or above. The Employee agrees to repay the Township for any educational reimbursement, if the Employee leaves Township employment less than three (3) years after the reimbursement is made. In the event a tuition reimbursement repayment is required, it will either be paid in full by employee prior to leaving Township employment, or will be a deduction from the employee's final pay and/or final termination payout.

- C. When the Employer requires continuing education, the entire cost of the course, seminar or workshop will be paid by the Employer.

ARTICLE 36

MAINTENANCE OF STANDARDS WAIVER

- A. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working rules shall be maintained at not less than those in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved only where specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bon-a-fide errors made by the Employer or the Union in terms and conditions within ninety (90) days from the date of execution of this Agreement.
- B. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas 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 agrees that the order shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in 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 that they negotiated or signed this Agreement.

ARTICLE 37

EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any Collective Bargaining Agreement with any Employee or with any other collective bargaining organization on behalf of Employees, nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of Employees, or make any agreement with any such other group or organization for any purpose whatsoever during the term of the Agreement.

ARTICLE 38

SUBCONTRACTING

The Township reserves the right to subcontract work normally performed by the Bargaining Unit, subject to the following conditions:

- A. The Township may use subcontractors or Part-Time/Temporary employees, whichever the Township decides is most practical and/or economical at its discretion.
- B. The Township agrees to meet with the Bargaining Unit to discuss the effects of subcontracting, and alternatives to subcontracting, including alternative job assignments, if the subcontracting results in the layoff of current employees.
- C. The Township agrees to work by side-by-side with the Bargaining Unit to develop potential alternative programs and work changes that may allow the continued employment of its members in the case of a layoff.
- D. The Township may assist members of the Bargaining Unit in acquiring alternative employment, as determined by the Township, in the case of a layoff.

ARTICLE 39

SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, by decree of a court of competent jurisdiction or by the Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 40

DUTY RELATED LEGAL ACTION

- A. Whenever any claim is made, or any civil action is commenced, against an employee for actions taken by the employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.

- B. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the employee, pay, settle or compromise the judgment. Provided that exempt from the application of this provision, is any conduct or action of an employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent employees in any particular matter.

ARTICLE 41

COMMERCIAL DRIVER'S LICENSE (CDL)

- A. CDL Required: Those Employees required to have a CDL shall be subject to Department of Transportation Drug Testing Guidelines.

Employees holding CDL Licenses shall also be subject to annual Motor Vehicle Driver's Certifications of Violations, pursuant to 391.25 of the Federal Motor Carrier Safety Regulations (FMCSR).

- B. CDL Not Required: Those Employees not required to have a CDL License shall be subject to the existing Township-wide Human Resources Drug and Alcohol Testing, and Drug-Free Workplace Policies.

ARTICLE 42

JOB DESCRIPTIONS

The Employer will share job descriptions with the Union to get the Union's input prior to approving any job description. The Employer has the sole and exclusive right to develop, modify, and approve all job descriptions.

ARTICLE 43

ATTACHMENTS

The Union and Employer agree that any Letter of Agreement or Letter of Understanding not attached to this Labor Agreement is null and void and not enforceable.

ARTICLE 44

DRUG TESTING POLICY

As outlined in the Township-wide Human Resources Drug and Alcohol Testing, and Drug-Free Workplace Policies, and Article 41 – CDL License, of this Agreement.

ARTICLE 45

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2025.
- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

James Steffes, Labor Relations Specialist
MI Association of Public Employees

Brad Kersten, Supervisor

Gary Moore, President
MI Association of Public Employees - DPW

Cindy Berry, Clerk

Andrew Ruggero, Secretary
MI Association of Public Employees – DPW

Steve Duchane, Deputy Supervisor/Director of
Human Resources

Dated: _____