

# **MASTER AGREEMENT**

Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

AFSCME LOCAL #2172.11, CLERICAL EMPLOYEES AFFILIATED  
WITH MICHIGAN AFSCME COUNCIL #25, AFL-CIO

January 1, 2023 through December 31, 2025

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## AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2023. Between the CHARTER TOWNSHIP OF CHESTERFIELD, Macomb County, Michigan hereinafter referred to as the "Employer", and the CHAPTER LOCAL #2172.11, MICHIGAN COUNCIL NUMBER 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

### WITNESSETH

WHEREAS, the laws of the State of Michigan authorize public employees to enter into Collective Bargaining Agreements with respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, Employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive Collective Bargaining representative for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived therefrom, the parties agree:

### ARTICLE 1

#### RECOGNITION

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.

### ARTICLE 2

#### DEFINITIONS

##### A. Definitions:

1. "Employer" shall mean the Township Board of the Charter Township of Chesterfield, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
2. "Union" shall mean Chapter Local No. 2172.11 of Michigan Council No. 25 of the American Federation of State, County of Municipal Employees and its duly elected or appointed officers or representatives.

3. "Employee" shall mean all members of the bargaining unit.
  4. The terms "classifications" or "job classification" shall mean those described in Article 37 hereof, and recited in the Wage Scale in Article 38.
  5. In the construction of words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the female gender, and vice-versa.
- B. The Administrative Organization is designated by the Employer in the Administrative Code & Plan, and subsequent amendments thereto, set forth the departmental organization and the duties and functions of the administrative officers, assistant administrative officers, deputy administrative officers and their subordinates of the Township in accordance with 42.10 PA 359 1947 and the Chesterfield Township Administrative Order #02-2018, Section IV (D), as prescribed.
- C. The Administrative Code and Plan sets forth the purpose and objectives of the various working units of Township Government Administration and roles, plan and responsibility of the executive management officers and technical appointed staff. Changes affecting Job Titles, Rates of Pay, Duties and Responsibilities are subject to negotiations between the Employer and Bargaining Unit.

### ARTICLE 3

#### 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 4

#### NON-DISCRIMINATION

The Charter Township of Chesterfield, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment agrees not to discriminate against any person or Employee on the basis of any protected status as defined by Federal or State law.

### ARTICLE 5

#### NO STRIKES AND NO LOCKOUTS

- 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.

## ARTICLE 6

### SCOPE OF AGREEMENT

- A. It is the intent of the Parties that the provisions of this Agreement, which supersedes all prior agreements and understandings between such Parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- B. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by a mutual agreement in writing hereafter signed by the parties hereto.
- C. 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 the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or 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 of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE 7

### UNION DUES AUTHORIZATION

- A. Employees may tender the monthly membership dues or service fees by signing the "Authorization for Payroll Deductions". During the life of this Agreement and in accordance with the terms of the form of Authorization for Check-off hereinafter set forth, the Employer agrees to deduct dues or service fees from the pay of each Employee who executes or has executed the following "Authorization for Payroll Deductions" form and filed same with the Employer or its representative:
- B. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.
- C. The Union shall indemnify, protect and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceedings, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. (The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees.)

- D. Check-off deductions under all properly authorized Authorization for Check-off forms shall become effective the ninetieth (90<sup>th</sup>) day after employment date and when the Authorization is filed with the Employer. The amount shall be deducted, if possible, from the first pay of each month.
- E. Deductions in any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or services have been deducted as soon as possible after the first pay period each month.
- F. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requests in writing that his authorization and request for check-off be terminated.

## ARTICLE 8

### SPECIAL CONFERENCES

- A. During the term of this Agreement, special conferences between the Employer and the Union may be held at any time both parties agree. Such requests must specify the items to be discussed and no other business except that set forth in the request may be discussed.
- B. Special conferences between the Union and the Employer for a discussion of important matters may be arranged by the Chapter Chair and the Human Resources Department upon the request of either Party. Such meeting shall be between not more than three (3) representatives of the Township and not more than three (3) representatives of the Local Union, unless additional representation is mutually agreed upon by both parties. Special conferences may be attended by a representative of the Council and/or a representative of the International Union, as well as the Township Attorney or a legal representative of the Township.
- C. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments in this Agreement, unless agreed to by both parties in advance. Conferences shall be held during normal working hours, unless mutually agreed otherwise.
- D. Members shall be released to attend a Special Conference as outlined in Article 9 – Union Release Time.

## ARTICLE 9

### 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, new hire initiation, 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 10

### NEW CLASSIFICATIONS

Classification(s) may be added as the need is determined by the Employer, at which time vacancies and wage rates will be posted as provided in the wage scale hereof. The Employer will notify the Union prior to establishing a new classification and rate structure, and if the Union disagrees with the rate structure, the parties shall enter into negotiations within fifteen (15) days of such notice to establish a rate structure for the new classification.

## ARTICLE 11

### UNION OFFICERS, STEWARDS AND BARGAINING COMMITTEE

- A. The Union shall annually submit to the Human Resources Department, a list of names, offices held, and contact information for each Local Union officer. Said notice shall include all designated officers, Executive Board members, chief steward, stewards and alternate stewards. The Employer may rely on such list unless, and until, it is furnished with a revised list which shall be effective upon receipt of such list by the Employer.
- B. Chief Steward, Stewards, Alternate Stewards:
1. Employees may be represented by a Steward representing all Employees in the bargaining unit. The Chief Steward shall appoint an alternate Steward.
  2. To hold the office of Steward, the Employee must have a minimum of one (1) year seniority with Employer.
- C. Bargaining Committee:
1. The Bargaining Committee shall be comprised of the Local President, Vice-President, and up to two (2) additional members.
  2. The Parties agree that negotiations will be conducted at mutually acceptable times and places. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule, as outlined in Article 9 – Union Release Time.

## ARTICLE 12

### 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 Employer within fifteen (15) business days after occurrence of alleged grievance as follows:
1. STEP 1: VERBAL – DEPARTMENT HEAD: The Employee or Union representative must first discuss the specific grievance with the Department Head/Designee-within ten (10) business days after the date the employee/union knew or should have known of the alleged violation. 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) business 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) business 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) business days of receipt of the written grievance by the Director of Human Resources to discuss the grievance. Within ten (10) business 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) business 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~~ the Parties equally.

D. General Conditions:

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.

1. Withdrawal Of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled. If the grievance is re-instated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not re-instated within fifteen (15) days from the date of withdrawal, the grievance shall not be re-instated.
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 13

#### 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 14

#### 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 one (1) year previously.
- H. The Employer agrees that any documented disciplinary action will be given to the employee and placed in their personnel file.

## ARTICLE 15

### 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 thirty-seven and one half (37.5) 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 thirty (30) 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. Based upon Township need, a temporary/seasonal assignment may be extended an additional six (6) months, at the discretion of the Human Resources Department. Such employee shall not be represented by this Union, and shall not be entitled to any benefits outlined in this Labor Agreement.

## ARTICLE 16

### REGULAR WORK SCHEDULE/LUNCH AND BREAK PERIOD

The normal weekly regular work schedule will consist of five (5) shifts of work, commencing on Monday and ending on Friday. The regular work schedule and work hours for Employees covered by this Agreement shall be as follows:

- A. Regular Work Schedule: The regularly scheduled work week shall consist of thirty-seven and one-half (37.5) hours, and consist of five (5) seven and one half (7.5) hours of work, plus a one (1) hour unpaid meal period ~~days~~. The standard work hours will be 8:00 a.m. to 4:30 p.m., unless otherwise determined by the Employer, and with notice to the Union.
- B. Lunch and Break Period: All Employees are entitled to a one (1) hour unpaid lunch period along with two (2) paid fifteen (15) minute break periods, one in the morning and one in the afternoon. When possible, a Department Head will be notified when the Employee is taking their breaks.
- C. No lunch hours will be taken during the first or last hour of the Employee's work day.

- D. Extended Work Hours: No employee shall be required to work in excess of fifteen (15) continuous hours in any twenty-four (24) hour period. Any employee who has worked fifteen (15) continuous hours in any such twenty-four (24) hour period will not be mandated to return to work in the succeeding twenty-four (24) hours. The mandate commences at the conclusion of the extended continuous work period.

## ARTICLE 17

### 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 without prejudice. Such employee will have the option of returning to his/her previous classification without prejudice, within thirty (30) calendar days from the date of change in classification, of starting that new position.

## ARTICLE 18

### 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 bested in it by the laws and the Constitution of the State of Michigan and 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 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 operations;
  8. Establish, change, combine or discontinue job descriptions and prescribe and assign job duties, content and classification, and to establish commensurate wages for any new or changed classifications, and/or descriptions;
  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 job assignment to another. The Parties agree to meet prior to the job re-assignment of a member;
  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 19

### SENIORITY/LOSS OF SENIORITY/CLASSIFICATION LISTS

#### A. Seniority:

1. Seniority shall apply only for purposes of layoff and recall and wherever else specifically provided for in this Agreement.

2. 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.
3. 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.

B. Loss of Seniority:

An Employee shall forfeit her/his 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 under the grievance procedure.
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 her/his last known address that her/his seniority has been forfeited and her/his employment terminated.
4. The Employee fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement. In special cases, exceptions may be made by the Employer.
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 subparagraph 3.
6. The Employee accepts full-time employment elsewhere during a period of time while she/he is on an approved leave from Chesterfield Township.

C. Classification Lists:

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 will provide the Union with a written copy of the list in July of each year.

## ARTICLE 20

### 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 Employee may then displace the Employee with the least 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 fourteen (14) calendar days' notice of layoff. The Chapter Chair of the Local Union shall receive a list from the Township of the Employees being laid off on the same date the notices are issued to Employees.
5. An Employee's seniority shall not accrue 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 in a satisfactory manner.
2. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report to work when scheduled, after being recalled to work in her/his own classification within fourteen (14) 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, at all times, to provide up-to-date and correct contact information to the Employer.
3. The Employer agrees that no new Employees will be hired until the recall list has been exhausted.

ARTICLE 21

JOB OPENINGS

Employees shall have the right to apply for a vacant position within the bargaining unit, in writing, following the posting and application process, as determined and established by the Human Resources Department. 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. Internal applicants will be given the opportunity to interview for internal positions.

Upon transfer, promotion and/or demotion of an employee, the Employer will give a fourteen (14) day notice to the Union.

ARTICLE 22

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/Elected Official and Human Resources when an employee will be functioning in a higher classification outside of the bargaining unit due to the absence of the higher classified employee in a position outside of this bargaining unit, in excess of three (3) continuous working days. A regular employee temporarily assigned to a higher classification for a period in excess of three (3) continuous working days will receive the minimum rate of the higher classification or one (1) step added to their current salary, whichever is greater.

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

ARTICLE 23

SUBCONTRACTING

No subcontracting will be done if it would cause a layoff of any of the present employees in the divisions of the Bargaining Unit at the date of this contract.

ARTICLE 24

CONFERENCES, TRAINING AND EDUCATIONAL INCENTIVE/TUITION REMIBURSEMENT

A. Education Incentive: Employees who possess a college degree in a job-related curriculum, as determined by the Employer, shall receive an annual educational incentive. This allowance will be paid in January of the following year.

Associate Degree or 60 credit hours	\$ 500.00
Bachelor Degree	\$1,000.00
Master Degree	\$1,500.00

For the purpose of implementation, employees must provide copies of their college/university transcripts and diploma to the Human Resources Department, in order to be approved for payment.

B. Tuition Reimbursement: The Township encourages its employees to better themselves through higher education. The Township agrees to reimburse the Employee up to four thousand dollars (\$4,000.00) per year for books, tuition and applicable fees for pre-approved course work successfully completed and which leads towards a degree. All course work must be pre- approved by the Department Head/Designee and 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, must be related to the Employee's position and must be for classes attended during non-duty hours. All such requests must be completed in writing, following Township protocol. 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 of "B" or above. In addition, the Employee agrees to repay the Township for any tuition reimbursement, including education incentive if the Employee leaves Township employment less than three (3) years after the reimbursement is made. Employees receiving tuition reimbursement must remain an employee of the Township for one (1) year, for each annual reimbursement (up to \$4,000.00) that was distributed. 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. 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. Any/all other qualified reimbursements will follow established Township policy, procedures, and protocol.
- D. When the Employer requires continuing education and/or training, the entire cost of the training, seminar or workshop will be paid by the Employer.
- E. This Article applies to full-time bargaining unit members only.

## ARTICLE 25

### 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 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 26 – 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 County with a copy of his/her military orders.

4. 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 26

### 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 Department Head 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 27

### JURY/COURT DUTY

- A. In the event an 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/court summons to his/her immediate supervisor. Full-time Employees who are required to appear of jury or work-related court duty at a time they are scheduled to work, shall receive the necessary time off with pay.
- B. All days served in jury duty or for a subpoena are to be considered regular working and not deducted from accumulated Paid Time Off.

- C. If an Employee is released early from jury/court duty she/he is expected to report to work for the balance of the day. The Employee is entitled to regular lunch hour and break times, and reasonable travel time.
- D. 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.
- E. 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.

## ARTICLE 28

### 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, brother, sister, natural mother and natural father. In the event of a death of an Employee's natural mother, natural father, children brother, sister, or spouse, the Employee upon request may use two (2) additional days, deducted from accumulated Paid Time Off bank.
- 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 parents, father-in-law, mother-in-law or step-parent or *in loco parentis*.
- C. An Employee will receive one (1) day off with pay, not chargeable to Paid Time Off accumulation, for bereavement of the Employee's aunt, uncle, grandparent-in-law, niece, and nephew. 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 29

### 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.
- 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 twenty-four (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 30

#### HOLIDAYS

A. The following shall be paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Columbus Day  
Christmas Eve  
Christmas Day  
Day after Christmas



New Year's Eve  
Employee's Birthday

If any of the foregoing holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday shall be observed on the following Monday. When Christmas Eve or New Year's Eve falls on a Sunday and Christmas Day or New Year's Day on Monday, the Christmas Eve holiday shall be observed on Tuesday.

- B. In order to qualify for holiday pay, an Employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. Excused absences, such as prior department approved paid time off or compensatory time, will qualify the Employee for holiday pay.
- C. Employees required to work on one of the holidays listed in Paragraph A., above, will receive their holiday pay (at straight time) as scheduled, plus double their regular rate of pay for all authorized hours worked on the holiday.

ARTICLE 31

OVERTIME/COMPENSATORY TIME/INCLEMENT WEATHER

A. Overtime:

- 1. The Employer may schedule Employees to work overtime, on a reasonable basis, subject to the provisions of this Article.
- 2. One and one-half (1.5) times an Employee's regular rate of pay will be paid for all hours worked, or otherwise compensable jury duty, paid holidays, paid time off or funeral leave beyond seven and one-half (7.5) hours per work day or thirty-seven and one-half (37.5) hours per work week. Double the Employee's regular rate of pay will be paid for all hours worked on Sundays and on paid holidays according to Article 30, Paragraph C. Any job started before midnight on Sunday will stay on double-time instead of reverting back to time and one-half after midnight. Overtime will be paid only when authorized in advance by the Employee's Department Head. Overtime premiums will not be duplicated or pyramided. Any emergency job started by an Employee prior to the beginning of her/his regular shift shall remain on the applicable overtime (premium) rate of pay, until such emergency is completed.
- 3. Overtime shall be granted to all regular Employees before temporary Employees are used.
- 4. Overtime shall be distributed as equally as possible among all regular Employees on a rotation basis within each job in each Department.
- 5. All overtime assignments refused by an employee shall be considered as if the overtime had been worked, for purposes for rotation, and will be charged on the overtime distribution sheet.
- 6. Employees who are called in and report for overtime work, will be paid a minimum of two (2) hours at the appropriate rate of pay for all hours actually worked (excluding travel time to or from the job).

7. Any overtime that is worked outside of an employee's department shall be taken as overtime pay.
8. Meeting Assignments: Any Employee assigned to attend and take minutes at Township Zoning Board of Appeals, Planning Commission and Building Authority meetings, held after regular business hours, shall receive extra pay at time and one-half (1.5) for actual time spent on such assignments.

B. Compensatory Time:

An Employee will be allowed to build compensatory time in lieu of overtime to a maximum of thirty (30) hours accumulated in a thirty (30) day period. Any overtime worked to be accumulated for compensatory time will be at the overtime rate.

C. Inclement Weather:

Upon determination that the Township offices should be closed due to emergency weather conditions and/or power failure, the Employees covered by the terms of this Agreement shall not be required to report to work, or may leave early from work (except such Employees as are required to perform essential functions of the Township) without the loss of time or pay. If, notwithstanding the closing of the Township offices, certain Employees are required to report to work, such Employees shall be compensated at the rate of two (2) times (double-time) their regular hourly rate in lieu of the pay provided in the previous sentence for each hour worked during the period the offices are otherwise closed because of the inclement weather conditions.

ARTICLE 32

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 (2%) percent 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 (2%) percent employee contribution.

ARTICLE 33

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 Employee 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 (\$5,400.00) 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. For 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 and 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 and 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 and nine hundred dollars (\$3,900.00) per year. Full-time employees hired on or after January 2018, shall receive the increase in contributions to the HSCP, effective January 1, 2020. Employees shall be immediately vested in these Employer contributions.

B. INSURANCE WAIVER

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.

C. 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 34

LONGEVITY PAY

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 considered 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, 2006, shall receive longevity compensation based on the following schedule: The percentage below is to be applied to annual base salary in effect during the work period based on current wages.

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

C. Each eligible Employee hired after January 1, 2006, but prior to October 27, 2014, shall receive longevity compensation based on the following schedule:

<u>Years of Continuous Service</u>	<u>Percent of Base Pay</u>
5 through 9	5%
10 through 14	6%
15 and Up	7%

D. Each eligible Employees hired on or after October 27, 2014, shall receive longevity compensation based on the following schedule:

<u>Years of Continuous Service</u>	<u>Flat Rate</u>
5 through 9	\$1,500
10 through 14	\$2,000
15 and Up	\$3,000

E. 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 longevity year employed. The Employee's legal representative in the case of death, shall be paid the deceased Employee's longevity pay for the current period on a pro-rata basis computed from the anniversary hire date to the date of death, or retirement, as the case may be. For the above purpose, "continuous service" with the Township shall be interpreted, as defined in Paragraph A.2. of this Article.

F. There will be no longevity for Employees hired on or after January 1, 2023.

## ARTICLE 35

### 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 twenty-six (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) 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 one hundred and sixty-six dollars (\$166.00) for a single contract and three hundred and thirty-three dollars (\$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 A, 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 A, 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 36

### 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.
- B. 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.
- C. A work-related injury will be managed pursuant to Michigan Workers' Compensation laws.
- D. An Employee unable to return to duty upon the expiration of one (1) year of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

## ARTICLE 37

### 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 38

CLASSIFICATIONS AND JOB DESCRIPTIONS

A. Classifications:

1. A classification is a collection of jobs that have similar descriptions and require similar skills. These jobs are also considered to have the same compensation value, thus creating a similar pay scale for all comparable jobs within the organization.
2. There is one classification of "Clerical Assistant" for employees referenced in this Agreement.
3. The Employer will notify the Union prior to establishing a new classification and rate structure. If the Parties cannot agree on a rate structure, they shall enter into negotiations within fifteen (15) days of such notice to establish a rate structure for the new classification.

B. Job Descriptions:

A job description describes the primary functions of an assignment or "job", or position within a classification. A job description clearly states essential job requirements, job duties, job responsibilities, and skills required to perform a specific role. A detailed job description will cover how success is measured in the role so it can be used in performance evaluations.

- C. The Employer has the sole and exclusive right to develop, modify and approve all job descriptions.
- D. Employees are considered qualified for the position that he/she currently occupies.

ARTICLE 39

WAGE SCALE

2023: 4%

<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>MAXIMUM</u>
\$19.83	\$21.26	\$22.68	\$24.10	\$25.52	\$26.94	\$28.36	\$29.82

2024: 3%

<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>MAXIMUM</u>
\$20.42	\$21.90	\$23.36	\$24.82	\$26.29	\$27.75	\$29.21	\$30.71



2025: 3%

<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>MAXIMUM</u>
\$21.03	\$22.56	\$24.06	\$25.56	\$27.08	\$28.58	\$30.09	\$31.63

- A. At the discretion of the Employer, new employees may be placed in an advanced step of the salary schedule at date of hire, based upon prior governmental service or his/her education, training and experience.
- B. Movement of employees from Step-to-Step will then occur annually, on each employee's anniversary date.

ARTICLE 40

UNION BUSINESS AND BULLETIN BOARDS

- A. The Union will be permitted the use of Township facilities for regular and special business meetings of the Union without charge, provided the Union makes application and conforms to all regulations as established.
- B. Designated bulletin boards, courier mail service and reasonable telephone service shall be made available to the Unit for Union business.
- C. The Union shall have the use of office equipment for Union business.
- D. 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.
- E. It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.
- F. 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.
- G. 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.

- H. There shall be no other general distribution or posting by employees, or the Union, of pamphlets, notices, advertising, or political matters, or any kind of literature on the Employer's premises other than as herein provided.
- I. 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 41

CLOTHING

For all members, the Employer shall budget one hundred dollars (\$100) per fiscal year, per employee, for Township Logo clothing, of a vendor, color, and design determined by the Employer.

ARTICLE 42

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provision of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provision hereof are severable.

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

SUCCESSOR

This Agreement shall be binding upon the Employer's successor, assignees, or transferees. Whether such succession, assignment, or transfer is affected voluntarily or by the operation of the law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

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 and 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:

\_\_\_\_\_  
Denis Martin, Staff Representative  
AFSCME Council 25

\_\_\_\_\_  
Brad Kersten, Supervisor

\_\_\_\_\_  
Michelle Kemp, President  
AFSCME Local #2172.11 (Clerical)

\_\_\_\_\_  
Cindy Berry, Clerk

\_\_\_\_\_  
Keri Norberg, Bargaining Team Member  
AFSCME Local #2172.11 (Clerical)

\_\_\_\_\_  
Steve Duchane, Deputy Supervisor/Director  
of Human Resources

\_\_\_\_\_  
Carly Campbell, Bargaining Team Member  
AFSCME Local #2172.11 (Clerical)

Dated: \_\_\_\_\_