

# **MASTER AGREEMENT**

Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

GOVERNMENT EMPLOYEES LABOR COUNCIL -

MANAGEMENT GROUP

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, hereinafter referred to as the "Employer", and the GOVERNMENT EMPLOYEES LABOR COUNCIL (GELC), hereinafter referred to as "Union".

### WITNESSTH

WHEREAS, the laws and the State of Michigan authorize public Employees to enter into Collective Bargaining Agreements in 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 in 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 respectively agree:

### ARTICLE 1

#### RECOGNITION AND DEFINITIONS

- A. Purpose: The Parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate into this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the Employees covered hereby.
- B. Recognition: Pursuant to, and in accordance with, all applicable provisions of Act 379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all of the following classification and job description titles, as of the date of this Agreement. Future positions that are established by the Township will be accreted into the Collective Bargaining Agreement by mutual agreement of the Parties:

#### Department Head

Director of Assessing  
Director of Building and Code Enforcement  
Director of Facilities & Operations  
Director of Parks & Recreation  
Director of Planning & Economic Development

Assistant Department Head

Assistant Clerk  
Assistant Director of Facilities & Operations  
Assistant Director of Parks & Recreation  
Assistant Director of Public Services  
Assistant Supervisor  
Assistant Treasurer

Coordinator

Budget & Accounting Coordinator  
Community Development Coordinator  
Elections Coordinator  
Facilities & Parks Operations Coordinator  
Records Coordinator  
Recreation Coordinator  
Technology Coordinator

C. 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 Government Employees Labor Council (GELC) and its duly elected or appointed officers or representatives.
3. "Employees" shall mean all members of the bargaining unit.
4. The term "job descriptions" shall mean those described in Article 37 hereof and recited in the Salary Schedules.
5. "Immediate Supervisor" shall mean the head of the Employee's department or any one of the three full-time officials.
6. The Administrative Code & Plan sets forth the purpose and objectives of the various working units of the Township Government Administration and the roles, plan, and responsibility of the executive, management officers, and technical appointed staff of the Government. Changes effecting Job Titles, Rates of Pay, Duties and Responsibilities are subject to negotiations between the Employer and Union.
7. In the construction of the 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.

## ARTICLE 2

### 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 3

### 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 4

### NO STRIKE 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 this 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 while the Agreement remains in force. In the event of any such 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 5

### SCOPE OF AGREEMENT

- A. It is the intent of the Parties that the provisions of this Agreement, which supersede 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 the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each

voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter 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 6

### EMPLOYEE DEFINED

- A. Regular Full-time Employee: A regular full-time employee is an individual employed in a full-time 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 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.

## ARTICLE 7

### UNION SECURITY

- A. Employees shall not be required as a condition of obtaining or continuing employment with Employer to do any of the following:
  - 1. Refrain of resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
  - 2. Become or remain a member of a labor organization or bargaining representative.
  - 3. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative.
  - 4. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

## ARTICLE 8

### UNION DUES AUTHORIZATION

- A. Employer agrees to deduct monies in accordance with the terms of the Authorization of Check-off Dues from the pay of each Employee who voluntarily executes the Authorization form. Employer shall honor any revocation of such Authorization by any Employee at any time in accordance with applicable state law. Employer agrees to notify Union of any revocation upon Employer's receipt of such notice from any Employee.

- 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 hold 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 proceeding, 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 permitted by the Authorization for Check-off forms shall become effective the ninetieth (90th) 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 for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or service fees have been deducted as soon as possible after the first pay period each month.

## ARTICLE 9

### 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, shall be between not more than two (2) representatives of the Local Union, unless both Parties mutually agree upon additional representation. 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, in writing, and include the topic(s) to be discussed. 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 to 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 10 – Union Release Time.



## ARTICLE 10

### UNION RELEASE TIME

- A. 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.
- B. 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 11

### CLASSIFICATIONS

- A. Job classification, as defined in this contract, sets forth duties, requirements and responsibility level of a position which can determine the salary range and authority for positions. Classifications are independent and regardless of the skills, education or experience of the person currently in the role. Classification of employees for pay grade reference are specified as follows:

#### **Coordinator:**

Professional positions that have, as their predominant and essential function, the responsibility to advise and assist a manager, administrator, or executive in all areas for which the official is responsible. Typically, the position has limited assigned supervisory responsibility, but participates in a staff capacity in budget development, personnel matters, program planning, policy and procedure development, meetings on behalf of the department or Assistant Director, and other areas of the Director's responsibility. The employee functions as a third-level specialist, or as an administrative assistant to a Director or unclassified equivalent.

Coordinators monitor and report departmental initiatives, activities, and related matters, and provide administrative and executive support to assist administrative officials involved in the development, implementation, and executive management of programs and policies for departments and agencies of state government. Considerable independent judgment is required for all levels.

#### **Assistant Director:**

The employee functions as a first-line professional manager of professional positions in a complex work area receiving executive direction, a second-line professional manager of professional positions in a complex work area, a second-line manager of professional positions in a standard work area receiving executive direction. Considerable independent judgement is required. As assigned, Assistant Directors may function to administer to provide a product or service to the Township constituency. Specialty areas must be of significant breadth, depth, complexity, and importance to the Township. Such positions are typically responsible for providing expert advice in the area of specialty to department management, outside entities, and/or the public; directing and conducting

highly complex studies and analyses without technical direction; and developing and monitoring procedures, guidelines, and policies that are the foundation of the program or specialty area.

**Director:**

The employee in this position is responsible for directing the activities of major programs in a principal department or agency by participating in the formulation and implementation of policies and programs. The Director possesses the knowledge, skills and abilities of the Assistant Director, at a minimum. This position assists the Township Supervisor in the formulation and implementation of policies and programs that are critical to the mission of the department. Department Heads are subject matter experts responsible to the elected officials for conducting the administrative affairs of the Township to the highest contemporary standards.

- B. Classifications other than those listed may be added as needed and as determined by the Employer. The Parties shall enter into negotiations within fifteen (15) days of such notice to establish a rate structure for the new classification.

ARTICLE 12

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. The Employer shall not be required to recognize or deal with any employee other than the one so designated.
- 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 six (6) months' seniority with the Employer.
  - 3. A steward may investigate and present a verbal or written grievance to an Employee's immediate supervisor.
- C. The Local Union Chapter Chair and/or Steward may prepare for, and attend to Union business, as outlined in Article 10 – Union Release Time, without loss of time or pay.
- D. Bargaining Committee:
  - 1. The Bargaining Committee shall be comprised of no more than four (4) members of the Unit, and as listed on the Union Officer list supplied to the Employer, as required in Paragraph A., above, and up to two (2) additional members from the Local Union Chapter.

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 10 – Union Release Time.

## ARTICLE 13

### 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: WRITTEN – HUMAN RESOURCES: A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Human Resources Department to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.
  2. STEP 2: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employee 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.
  3. STEP 3: 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, or Step 1 response, 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 14

##### 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 15

##### 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 in an Employee's personnel file relating to disciplinary action, not resulting in disciplinary time off, shall be removed from the Employee's personnel file after one (1) year, unless otherwise stated in the disciplinary action providing there has been no subsequent recurrences of the same or

similar behavior which led to disciplinary action. It will be the responsibility of the Employee receiving the discipline, to direct a written request to the Human Resources Department, requesting removal of the document(s) from the personnel file.

- 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 16

### 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 three hundred and sixty-five (365) 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 Changes in Classification for Current Employees: An employee who changes classification within the bargaining unit shall have a probationary period of ninety (90) calendar days from the date of classification change to demonstrate that he/she has the ability to successfully perform the duties of the new classification, as assigned.

## ARTICLE 17

### 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 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 the 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;
  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 18

### 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 and qualifications, without extensive re-training, of 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 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 the Employee's last known address that their seniority has been forfeited and their 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, the Employer may make exceptions.
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 any employment elsewhere during a period of time while they are 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, and anytime the list changes.



## ARTICLE 19

### LAYOFFS 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 affected seniority group will be second, then, other Employees in the group by lowest to highest seniority. A qualified seniority Employee will have bumping rights within her/his seniority group first. If the laid off Employee is unable to exercise seniority in her/his own seniority group, she/he may then displace an Employee with lesser seniority in the other seniority group, if minimum qualifications are met and she/he can perform the work in the other seniority group. Bumping must be requested in writing at least five (5) calendar days from the effective date of layoff. In no instance shall the Employer be obligated to promote an Employee instead of laying off said Employee.
3. 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.
4. An Employee's seniority shall accrue during layoff. During a layoff, no fringe benefits will accrue to the employee except that the period of the layoff will be added to the employee's years of service when calculating longevity upon a return to work. In no event shall a layoff exceed two (2) years. In the event an employee is not recalled to work within two (2) years from the date of layoff, his/her employment will be terminated. Thirty (30) days prior to the employee losing seniority the Employer will send by certified mail, notice that he/she will lose seniority and will be terminated. If the Employee wished to reimburse the pension fund for the contribution the Township would have made (except for the layoff) during the period of layoff, retirement benefits shall accrue for the layoff period.
5. No regular full-time Employee shall be laid off while temporary or seasonal Employees remain working in the same seniority group.

#### 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, without extensive retraining and with qualifications that are job specific.
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 for 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.

## ARTICLE 20

### 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 21

### DUTY RELATED LEGAL ACTION

- A. When 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. 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. Anything in this Article to the contrary notwithstanding, the Employer's obligation to indemnify the Employee or pay, settle or compromise any judgment rendered against the Employee shall be limited to the extent of the Employer's insurance coverage.
- C. The Employer agrees to hold harmless and indemnify all Employees covered by the Collective Bargaining Agreement from all reasonable attorney fees, costs or expenses incurred as a result of criminal charges arising out of their employment (in accordance with paragraph 2 of this section).

The Employee shall be entitled to an attorney of his/her choosing for representation in criminal charges arising out of his/her employment and the Township shall reimburse the Employee for reasonable attorney's fees, costs and other expenses incurred in the defense of the criminal charge if the Employee is found not guilty or the charges are withdrawn or dismissed.

## 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 due to the absence of the higher classified employee, 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

### CONFERENCES, TRAINING AND TUITION REIMBURSEMENT

- A. Tuition Reimbursement: The Township encourages its employees to better themselves through higher education. All course work must be pre-approved by the Human Resources Department prior to beginning program and/or 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 for non-duty hours. All such requests must be completed in writing, following Township protocol.
1. 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 attaining a Master or Bachelor Degree, relative to the Employee's job.
  2. If the Employer authorizes an Employee to take college classes or schooling (with the ultimate goal of attaining a Master Degree or Bachelor of Science Degree), relative to the Employees job. 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.
  3. 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. 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.
  4. The Employer shall consider in terms of promotion and reclassification the successful completion of said schooling as well as the other criteria provided in this Agreement for promotion and reclassification.
  5. An employee must perform work for one thousand and forty (1040) hours to be entitled to receive full tuition reimbursement benefits during the previous calendar year. An employee shall be entitled to receive one-half (1/2) of their tuition reimbursement benefits as set forth if they perform work for five hundred and twenty (520) hours in the previous calendar year. An employee who works less than five hundred and twenty (520) hours will receive no tuition reimbursement benefits for the year.
- B. License and Certifications: The Employer shall pay for any license or certification an Employee must attain and maintain.

C. Conferences, Seminars and Training:

1. 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.
2. When the Employer requires continuing education and/or training, the entire cost of the training, seminar or workshop will be paid by the Employer.
3. This Article applies to full-time bargaining unit members only.

ARTICLE 24

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 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. 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 Re-employment 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.

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 25

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, mother and father. In the event of a death of an Employee's natural mother, natural father, children, step-children, grand-children, or spouse.
- 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, grandparent, step-parent, brother, sister, father-in-law, mother-in-law, 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 the employee's Paid Time Off, or compensatory time bank.
- D. For attendance of out-of-state funerals, an additional two (2) days may be taken, deducted from the employee's Paid Time Off, or compensatory time bank.

ARTICLE 26

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<br/>SERVICE COMPLETED</u> | <u>ANNUAL AMOUNT<br/>OF PTO DAYS</u> |
|---|--------------------------------------|
| Less than 5                                       | 30 days                              |
| 5   | 35 days                              |
| 10  | 40 days                              |
| 15  | 45 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 27

### HOLIDAYS

A. The following shall be paid holidays:

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

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 a bona fide sickness, compensatory time or approved paid time off will qualify the Employee for holiday pay.
- C. Employees required to work on one of the holidays listed in Paragraph 1., 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.
- D. An Employee may opt to receive compensatory time in lieu of being paid in accordance with Paragraph C., above.

## ARTICLE 28

### REGULAR WORK SCHEDULE/MEAL AND BREAK PERIOD

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



- A. Regular Work Schedule: The regular workweek shall consist of five (5) shifts of work, forty hours (40) hours per week, eight (8) hours per day, commencing on Monday and ending on Friday. For Parks and Recreation Employees, hours per day may vary to accommodate programming event schedules totaling forty (40) hours per week.
- B. Meal and Break Period: The meal period will consist of thirty (30) minutes paid and thirty (30) minutes unpaid for a total of one (1) hour. All employees are entitled to two (2) paid fifteen (15) minute break periods, one in the morning and one in the afternoon.
- C. No lunch hours will be taken during the first or last hour of the Employee's work day.

## ARTICLE 29

### OVERTIME/COMPENSATORY TIME/INCLEMENT WEATHER

- A. Overtime: All hours worked in excess of the standard workweek as described in Article 29 shall be considered overtime and shall be paid at one and one half (1.5) times the Employee's rate of pay. Employee will be paid, or be allowed to build up compensatory time in lieu of overtime, as specified in Paragraph B., of this Article. All overtime and payment of overtime is to be approved by the Immediate Supervisor.
- B. Compensatory Time: The Employer and the Employee have the right to allow for compensatory time mutually agreed to by both Parties. If compensatory time is to be used, then the employee is expected to work their full shift on the day that the overtime is assigned. 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 on the first pay period of December each year. If an Employee leaves the employment of the Township, they shall be compensated for 100% of their accrued compensatory time. Compensatory time will be approved in writing by one of the three full-time officials. The Employee shall provide written documentation of compensatory time use and accumulation and overtime accumulation to the Human Resources Department.
- C. Inclement Weather Conditions: In the event that the Township offices should be closed due to inclement weather conditions, 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) and the loss of time shall not be charged against the Employee's regular pay or leave days; provided, regular pay shall continue during the hours the Employees would otherwise have been required to work except for the inclement weather conditions.

## ARTICLE 30

### 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 and one-half percent (2.5%) 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 and one-half percent (2.5%) Employee contribution.

## ARTICLE 31

### 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, 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 B.5., below and receive a five thousand and four hundred-dollar (\$5,400.00) contribution to that Plan for each year of Township service prior to 2018, and two thousand and six hundred (\$2,600.00) per year for years of service in 2018 and 2019, then the contribution amounts in B.2., 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 \$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 \$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

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 (\$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.

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 32

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 August 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<br/>With the Township</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 on or after August 1, 2006, shall receive longevity compensation based on the following schedule:

|               |    |
|---------------|----|
| 5 through 9   | 5% |
| 10 through 14 | 6% |
| 15 and Up     | 7% |

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 longevity year employed. The Employee's legal representative, in the case of death, shall be paid the deceased Employee's longevity for the current period, calculated on a pro-

rated basis for that portion of the longevity year the Employee was employed, as defined in Paragraph A.2. of this Article.

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

### ARTICLE 33

#### JURY/COURT DUTY

- A. In the event a full-time employee is called for jury duty, the employee shall promptly provide a copy of the official notice to the Department Head and the Human Resources Department. Department Heads will submit notice of jury duty to the Human Resources Department. 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. All days served in jury duty or for a subpoena are to be considered regular working days and not deducted from accumulated Paid Time Off.
- C. In order to receive payment under this Article, an Employee must give the Department Head prior notice that he/she has been summoned for jury duty as soon as the Employee is notified, by supplying a copy of the court summons as evidence that jury duty was performed on those days and times for which he/she claims such payment. Department Heads will submit such documentation to the Human Resources Department.
- D. All jury service checks will be turned into the Department Head for processing. Expenses provided to employees as a result of jury duty and/or court duty service, such as mileage, parking or meal expenses, may be retained by the employee.
- E. If an Employee is released early from jury/court duty she/he is expected to report for work for the balance of the day. The Employee is entitled to regular lunch hour and break times, and reasonable travel time.

### ARTICLE 34

#### 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) fifty (50%) of the Plan's deductible in January of 2023, 2024, and 2025.

2. 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.

3. 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: The Employer shall pay the Employee at her/his current rate of salary up to ninety (90) calendar days, until the long-term disability commences. The Employee will use five (5) days of Paid Time Off (PTO) as part of the ninety (90) days.
- 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 \$6,000.00 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 35

### 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 section 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 (two (2) years for positions in Public Works, Operations and Facilities, and Building) of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

## ARTICLE 36

### TRAVEL AND MILEAGE 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 37

JOB DESCRIPTIONS

A Job Description is an informative documentation of the scope, duties, tasks, responsibilities and working conditions related to the job listing in the organization through the process of job analysis. The Job description also details the skills and qualifications that an individual applying for the job needs to possess.

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 38

SALARY SCHEDULE

- A. SALARY SCHEDULE: Rates are expressed in terms of annual salaries for each year of this Agreement, as shown below:

Across-the-board wage increase, effective January 1<sup>st</sup> of the designated year:

2023: 4% with a one-time lump sum Market Adjustment payment of \$1,500  
 2024: 3%  
 2025: 3%

**Group A**

|      | <u>LEVEL 1</u> | <u>LEVEL 2</u> | <u>LEVEL 3</u> | <u>LEVEL 4</u> | <u>LEVEL 5</u> |
|------|----------------|----------------|----------------|----------------|----------------|
| 2023 | \$63,666.30    | \$67,014.90    | \$69,788.05    | \$75,769.02    | \$78,358.52    |
| 2024 | \$65,576.29    | \$69,025.35    | \$71,881.69    | \$78,042.09    | \$80,709.28    |
| 2025 | \$67,543.58    | \$71,096.11    | \$74,038.14    | \$80,383.35    | \$83,130.56    |



**Group B**

|      | <u>LEVEL 1</u> | <u>LEVEL 2</u> | <u>LEVEL 3</u> | <u>LEVEL 4</u> | <u>LEVEL 5</u> | <u>LEVEL 6</u> | <u>LEVEL 7</u> | <u>LEVEL 8</u> | <u>LEVEL 9</u> |
|------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 2023 | \$75,909.82    | \$78,358.52    | \$80,852.53    | \$84,046.84    | \$86,316.81    | \$86,928.99    | \$89,771.93    | \$92,438.56    | \$93,662.92    |
| 2024 | \$78,187.11    | \$80,709.28    | \$83,278.11    | \$86,636.34    | \$88,906.31    | \$89,536.86    | \$92,465.09    | \$95,211.72    | \$96,472.81    |
| 2025 | \$80,532.72    | \$83,130.56    | \$85,776.45    | \$89,235.43    | \$91,573.50    | \$92,222.98    | \$95,239.04    | \$98,068.07    | \$99,366.99    |

**Group C**

|      | <u>LEVEL 1</u> | <u>LEVEL 2</u> | <u>LEVEL 3</u> | <u>LEVEL 4</u> | <u>LEVEL 5</u> |
|------|----------------|----------------|----------------|----------------|----------------|
| 2023 | \$94,561.59    | \$97,948.13    | \$102,344.80   | \$105,906.44   | \$109,450.93   |
| 2024 | \$97,398.44    | \$100,886.57   | \$105,415.14   | \$109,083.63   | \$112,734.43   |
| 2025 | \$100,320.39   | \$103,913.17   | \$108,577.59   | \$112,356.12   | \$116,116.46   |

**B. CLASSIFICATIONS BY GROUP:**

**Group A**

|   |
|---|
| Budget & Accounting Coordinator           |
| Community Development Coordinator         |
| Elections Coordinator                     |
| Facilities & Parks Operations Coordinator |
| Records Coordinator                       |
| Recreation Coordinator                    |
| Technology Coordinator                    |

**Group B**

|   |
|---|
| Assistant Clerk                               |
| Assistant Director of Facilities & Operations |
| Assistant Director of Parks & Recreation      |
| Assistant Director of Public Services         |
| Assistant Supervisor                          |
| Assistant Treasurer                           |

**Group C**

|  |
|--|
| Director of Assessing (previously Assessor IV) |
| Director of Building and Code Enforcement      |
| Director of Facilities & Operations            |
| Director of Parks & Recreation                 |
| Director of Planning & Economic Development    |

**ARTICLE 39**

**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 40

#### 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 41

#### 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 provisions of this Agreement and the Parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

#### ARTICLE 42

#### 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 43

#### 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:

\_\_\_\_\_  
Jim Stachowski, GELC Director  
GELC – Management Group

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

\_\_\_\_\_  
Gary DeMaster, President  
GELC - Management Group

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

\_\_\_\_\_  
Joshua Sonnenberg, Vice-President  
GELC - Management Group

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

\_\_\_\_\_  
Crystal Silorey, Secretary  
GELC – Management Group

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