

Signature Copy

AGREEMENT BY AND BETWEEN

CHARTER TOWNSHIP OF PLYMOUTH

&

**TECHNICAL, PROFESSIONAL AND
OFFICE WORKERS ASSOCIATION OF MICHIGAN**

JANUARY 1, 2019 TO DECEMBER 31, 2022

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 General Provisions	1
ARTICLE 2 Management Rights	3
ARTICLE 3 Non-Discrimination.....	5
ARTICLE 4 No Strikes and No Lockouts	5
ARTICLE 5 Union Security	6
ARTICLE 6 Union Representation and Communication	7
ARTICLE 7 Probationary Employees	8
ARTICLE 8 Temporary/Seasonal Employees.....	9
ARTICLE 9 Seniority	10
ARTICLE 10 Special Conferences	11
ARTICLE 11 Grievance Procedure	12
ARTICLE 12 Arbitration	14
ARTICLE 13 Personnel File.....	15
ARTICLE 14 Tests	15
ARTICLE 15 Discipline	16
ARTICLE 16 Layoff and Recall.....	17
ARTICLE 17 Transfers, Promotions, and New Classifications	20
ARTICLE 18 Wages	20
ARTICLE 19 Hours of Work.....	21
ARTICLE 20 Overtime and Compensatory Time	22
ARTICLE 21 Non-Paid Leave of Absence.....	23
ARTICLE 22 Sick Leave	24
ARTICLE 23 Personal Business Days.....	26
ARTICLE 24 Bereavement Leave	26
ARTICLE 25 Annual Leave	27
ARTICLE 26 Holidays	29
ARTICLE 27 Jury Duty	30
ARTICLE 28 Retirement	31
ARTICLE 29 Retiree Health Care	32
ARTICLE 30 Insurance	35
ARTICLE 31 Worker's Compensation.....	38
ARTICLE 32 Work Clothing.....	38
ARTICLE 33 Travel Expense Reimbursement	38
ARTICLE 34 Reimbursement of Educational and Professional Expenses	39
ARTICLE 35 Miscellaneous.....	39
ARTICLE 36 Scope of Agreement.....	41

ARTICLE 37 Severability..... 41
ARTICLE 38 Duration of Agreement 42

ATTACHMENTS

Appendix A – Classification Schedule

PREAMBLE

THIS AGREEMENT is entered into on this ____ day of _____, _____, between PLYMOUTH TOWNSHIP BOARD OF TRUSTEES, representing THE CHARTER TOWNSHIP OF PLYMOUTH, Wayne County, Michigan, (referred to as the “Employer”), and TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (referred to as “the Union”).

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Township’s success in establishing a proper service to the public; and

WHEREAS, the Township, the Supervisor, the Clerk, the Treasurer and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Township is required to bargain only in accordance with the Michigan Public Act 379, MPA of 1965; and

WHEREAS, the parties recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

GENERAL PROVISIONS

SECTION 1. RECOGNITION OF UNION

A. The Township of Plymouth hereby recognizes the Technical, Professional and Office Workers Association of Michigan (the “Union”) as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Act of 1965 with respect to wages, hours and other conditions of employment for a unit consisting of all regular full-time and regular part-time non-supervisory employees of the Township not represented by another bargaining unit who are employed in the following positions:

- (1) Information Systems Trainer;
- (2) Accountant;
- (3) Building Inspector;
- (4) Construction plan examiner/inspector;
- (5) Accounts Payable;

- (6) Building Department Coordinator;
- (7) Ordinance Officer;
- (8) Records Management Analyst;
- (9) Solid Waste/Recycling Coordinator;
- (10) Election Specialist;
- (11) Administrative Assistant Office Manager (all departments);
- (12) Water Billing Specialist
- (13) Senior Records Clerk - Police
- (14) Administrative Assistant (all departments);
- (15) Building and Grounds Maintenance
- (16) Recording Secretary

But excluding the administrative aide, human resources assistant, executive assistant, all elected officials and all executive, supervisory, confidential, temporary and all other employees.

B. The Township shall not enter into any collective bargaining agreement with, nor will it aid, promote or finance any other labor organization which proposes to engage in collective bargaining regarding the employees in the unit defined in Paragraph A during the term of this Agreement.

C. Nothing contained herein shall be considered to deny or restrict the Township regarding its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

SECTION 2. DEFINITIONS

A. “Employer” shall mean the Board of Trustees of the Charter Township of Plymouth, County of Wayne, State of Michigan, and its duly elected or appointed officials or representatives.

B. “Union” shall mean Technical, Professional and Office Workers Association of Michigan and its duly elected or appointed officers or representatives.

C. “Employee” shall mean a regular full-time or regular part-time employee who is employed by the Employer in the collective bargaining unit described in Article 1, Section 1 of this Agreement.

D. “Regular Full-Time Employee” shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of thirty-seven and a half (37.5) hours per week on a regular, continuous basis.

E. “Regular Part-Time Employee” shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

<u>Hours worked during the month</u>	<u>Hours of Leave Time</u>
At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

Leave will be subject to the same conditions and other eligibility requirements as for full-time employees. Regular part-time employees who work twenty-five (25) or more hours in a month that contains a holiday (as defined in Article 27) shall receive 3.75 hours of holiday pay. Regular part-time employees shall not be required to complete their probationary period in order to be eligible for holiday pay, but instead shall be paid beginning in the first month of employment provided the required number of hours are worked.

F. “Temporary Employee” shall mean an employee whose employment is intended to be for a limited duration of less than six (6) calendar months over any consecutive twelve (12) month period.

G. “Seasonal Employee” shall mean an employee whose employment is intended to be for a limited duration of less than eight (8) calendar months over any consecutive twelve (12) month period

SECTION 3.

All previously executed letters of understanding or memorandums of understanding not incorporated into or attached to this Agreement are hereby deemed to be null and void.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1.

The Township Board, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except those subject to specific relinquishment in this Agreement, are reserved to and remain

vested in the Township Board, including but without limiting the generality of the foregoing, the right to:

- (a) manage its affairs efficiently and economically;
- (b) introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- (c) subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, so long as it does not cause a layoff or reduction in the number of hours of any employee in the bargaining unit (the Employer agrees to bargain the impact of the decision to subcontract upon written request of the Union.);
- (d) determine the number, location and type of facilities;
- (e) hire new employees, to assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in the workweek or workday;
- (f) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations or in situations involving election-related work in the Clerk's office, as long as the election-related work does not result in the erosion of bargaining unit work;
- (g) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;
- (h) establish, change, combine or discontinue job classifications;
- (i) determine lunch and rest periods, starting and quitting times and the number of hours to be worked;
- (j) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- (k) discipline, suspend, and discharge employees for cause;
- (l) adopt, revise and enforce reasonable Township and departmental rules and regulations;
- (m) transfer, promote and demote employees; and
- (n) establish training requirements for purposes of maintaining, improving and developing professional skills of employees and determine those employees who

are to receive said training. Such training shall include the right to cross-train employees to perform any and all duties performed by other bargaining unit members. In choosing what training is necessary and which employees will receive training, the employer has complete discretion but may consider factors such as availability, capability, work schedule, work location, seniority, employee preference, anticipated future need for skill sets and other relevant criteria; and

- (o) the right to utilize employees, as is necessary, in any classification for which the employee is cross-trained as determined by the Township. The Township agrees to meet with the Union in advance of discipline being imposed to an employee for failure to perform in a cross-trained position.

ARTICLE 3

NON-DISCRIMINATION

SECTION 1.

To the extent required by law, the Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, race, color, national origin, age, religion, marital status, disability, height or weight. The Employer's Policy Prohibiting Harassment and Discrimination is hereby incorporated by reference.

SECTION 2.

The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

ARTICLE 4

NO STRIKES AND NO LOCKOUTS

SECTION 1. **NO STRIKE PLEDGE**

The bargaining unit and the Union agree that there shall be no strikes, work stoppages, work slowdowns, or any other acts that interfere in any manner with the services of the Employer. The Union and its representatives will not call for, participate in, encourage or condone any such activity by an employee(s). To the extent that any such activity occurs, the Union will use its best efforts to end it.

SECTION 2. PENALTY

Any employee who violates the provisions of Section 1 or instigates or gives leadership to any activity which violates the provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge.

SECTION 3. NO LOCK OUT PLEDGE

The Employer agrees there shall be no lockouts of the employees.

ARTICLE 5

UNION SECURITY

SECTION 1. AGENCY SHOP

Each employee included in the Collective Bargaining Unit set forth in Article 1, Section 1 may become a member of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or not become a member of the Union, in which case the employee may pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members. Service fees shall not include initiation fees or special assessments. Part-time employees who elect to join the Union or not join the Union and pay a service fee shall pay pro-rated dues or fees based on the number of hours scheduled in accordance with the Union's constitution. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or charges. The Union recognizes however, that it is required under this Agreement and the Michigan Public Employment Relations Act to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether the employee is a member of the Union.

SECTION 2. UNION DUES CHECK-OFF

A. All employees covered by the terms of this Agreement may execute an authorization for the deduction of Union dues, or for the deduction of a sum equivalent to the Union dues as a service fee.

B. Effective upon execution and thereafter during the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues (or the service fee equivalent) levied in accordance with the constitution and by-laws of the Union from the pay of each Employee who executes or has executed the authorization form provided by TPOAM. The amount to be deducted shall be specified by the Union and provided to the Employer annually. Upon receipt of the information from the Union, the Employer will implement any changes within 30 days. The Employer further agrees to deduct TPOAM

contributions for those individual Employees who have signed an authorization card (supplied by the Union and approved by the Township) agreeing to this contribution in a specified amount.

C. Deductions shall be made from the first pay period of each calendar month, and such deductions, along with a list of employees for whom dues or service fees have been deducted, shall be remitted directly to the office of TPOAM at 27056 Joy Road, Redford, Michigan 48239, between the 15th day and the 30th day of such calendar month. The Township agrees to work with the financial officer of the Union's local with respect to additions and deletions from the list of Employees for whom dues have been deducted.

D. Deductions shall begin the first pay period of each month effective 30 days after employment begins, provided the Authorization has been filed with the Employer. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which she/he is no longer employed or immediately following an election by the employee not to be in the Union or not to pay a service fee.

E. 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).

ARTICLE 6

UNION REPRESENTATION AND COMMUNICATION

SECTION 1. UNION OFFICERS

The Employer agrees to recognize the following Union officers, who shall be regular employees of the Township who are members of the bargaining unit:

- President;
- Secretary;
- Steward

The Union will notify the Township Supervisor in writing of each officer's name and union office.

These officers may also constitute the Union negotiating team. The Steward and Alternate Steward shall act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement. The Alternate Steward shall act only in the absence of the Steward.

SECTION 2. REPRESENTATIVE DUTIES

The Union agrees that the representational responsibilities of a Union officer will not be permitted to interfere with the employee's regularly assigned duties or with normal business of the Employer. If it is necessary for an employee to temporarily leave his/her assignment to participate in negotiations or a grievance meeting, he/she shall first provide reasonable notice to and obtain authorization, which shall not be unreasonably denied, from his/her immediate supervisor before leaving a work assignment. The employee shall return to his/her job as promptly as possible and upon such return shall immediately report to his/her immediate supervisor.

SECTION 3. SUPERVISION

Neither the Union nor any of its officers, representatives or bargaining unit members shall assume supervisory authority.

SECTION 4. RELEASE TIME

A. When the parties agree to schedule negotiations during regular working hours, two (2) Union officers shall be allowed reasonable time during regular working hours, without loss of pay, to participate in contract negotiations.

B. The Steward (or Alternate Steward) shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of the Collective Bargaining Agreement, including participation in grievance step meetings when scheduled by the Employer during regular working hours, provided this does not interfere with or disrupt the operations of the Township.

C. An officer of the Union shall be allowed time off to attend, without pay, Council or International meetings of the Union, subject to Township operational needs and staffing requirements. An employee may use vacation or personal days to attend these meetings.

ARTICLE 7

PROBATIONARY EMPLOYEES

SECTION 1. FULL-TIME PROBATIONARY PERIOD

All new or rehired regular full-time employees shall be considered probationary employees for a period of one-hundred and eighty (180) calendar days of full-time employment. The probationary period shall be extended one (1) day for each scheduled working day the employee is absent for any reason during the probationary period, including vacation, sick leave and holidays. If at the end of the probationary period the Township determines, in its sole discretion, that further evaluation time would help determine the employee's ability to perform the job, the Township may extend the probationary period for another ninety (90) calendar days. The extended probationary period shall be extended one (1) calendar day for each calendar day the employee is

absent during the extended probationary period. The Union and the employee will be given notice of an extension. There shall be no seniority among probationary employees. Employees who completed probationary periods in a full-time status and who were converted to part-time employees shall not be required to fulfill an additional probationary period if returned to full-time status.

SECTION 2. PART-TIME PROBATIONARY PERIOD

All new or rehired regular part-time employees shall be considered probationary employees for a period of 975 hours of employment. In its discretion, the Employer may extend the probationary period up to an additional 488 hours of employment upon proof of an unsatisfactory evaluation to the Union and probationary employee.

SECTION 3. PROBATIONARY STATUS

The Union shall be the exclusive collective bargaining representative for probationary employees for rates of pay, wages, hours of employment and other conditions of employment, except that the Employer shall have the sole discretion in matters of discipline and discharge affecting probationary employees. Extension of probation, discharge or discipline of such probationary employees shall not be subject to the grievance procedure since probationary employees serve at the will of the Employer.

ARTICLE 8

TEMPORARY/SEASONAL EMPLOYEES

SECTION 1.

Temporary/Seasonal employees, as defined in Article I, Section 2, may be hired from time to time to supplement the regular workforce for the purpose of performing special projects, performing seasonal work, serving as precinct workers at Township elections, performing election-related work in the Clerk's office, temporarily filling vacancies of regular employees including those who may be on vacation or otherwise absent from work, providing temporary additional help to the Employer, etc. Temporary employees are not part of the bargaining unit and shall not be subject to the terms of this Agreement. As such, temporary/seasonal employees shall not acquire seniority and their period of employment shall not be credited towards a probationary period for a bargaining unit position. The Union President will be notified of a temporary employee's hiring date, purpose, and approximate length of hire.

SECTION 2.

The use of temporary/seasonal employees shall not cause the layoff of any employee in the bargaining unit.

SECTION 3.

Temporary/seasonal employees hired to do the same work as a bargaining unit employee in a specific classification included in the bargaining unit shall receive an hourly rate up to \$1.00 above the maximum rate for that classification, unless the Employer needs to pay a higher rate due to market conditions.

SECTION 4.

Temporary/seasonal employees shall not be offered regularly scheduled overtime ordinarily offered to employees in the bargaining unit unless and until such employees have been offered the opportunity to perform such work. This section shall not apply if temporary/seasonal employees work overtime on a special project.

ARTICLE 9

SENIORITY

SECTION 1. DEFINITION

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Employer from his/her last date of hire for regular full-time employees. Seniority for regular part-time employees shall be pro-rated based on hours worked. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames. Seniority shall commence only after the employee completes the probationary period provided in Article 13, but upon completion of the probationary period, seniority shall revert back to the last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Employer, plus approved leaves of absence, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits expressly provided for in this Agreement.

SECTION 2. SENIORITY LIST

Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list. The Employer shall also post a copy of the seniority list on the bulletin board. Any corrections to the list must be requested in writing within thirty (30) days. At the end of this period, the Employer and Union shall sign the list, which shall become final and binding. The Employer shall furnish the Union an up-to-date seniority list twice each year, in the first week of January and July. After the thirty (30) day correction period as stated above, the Employer and Union shall sign the list, which shall become final and binding.

SECTION 3. TERMINATION OF SENIORITY

- A. An employee's seniority and employment shall terminate if he/she:

- (1) quits, resigns, or retires; (should the employee retire and maintain their current position in a part-time capacity, they shall retain their full-time seniority and pay grade; however, once that change takes place they shall begin to accumulate seniority on a the part-time basis)
- (2) is discharged and not reinstated through the grievance process;
- (3) is laid off for a period of one (1) year, or the length of his/her seniority, whichever is less;
- (4) fails to report to work within three (3) days following recall from layoff;
- (5) is absent without notifying the Employer for two (2) consecutive working days;
- (6) fails to return from a leave of absence, vacation or sick leave at the designated time;
- (7) engages in other employment during a leave of absence, unless authorized by the Employer;
- (8) is permanently laid off because of a permanent curtailment or elimination of his/her department or job;

B. To invoke this Section, the Employer will send written notice to the Union and employee, by registered mail to his/her last known address, that his/her seniority has been forfeited and his/her employment terminated.

SECTION 4. NOTICE

It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as it appears on the Employer's records, shall be conclusive when used in connection with the layoffs, recalls or other notices to employees.

ARTICLE 10

SPECIAL CONFERENCES

SECTION 1.

Upon mutual written agreement, the Union President and the Township Supervisor may arrange a special conference between the Union and the Employer at a mutually agreed time for a discussion of important matters. Such meeting shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Local Union, unless additional representation is mutually agreed upon by both parties. A representative of

TPOAM, as well as the Township Attorney or a legal representative of the Township, may attend special conferences.

SECTION 2.

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.

SECTION 3.

Any Letter of Understanding resulting from a special conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township within a period of fourteen (14) days following the conclusion of the special conference. If approval or rejection by the Township Board is required, such action of the Board will be taken at the next regular meeting of the Board following the special conference.

ARTICLE 11

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A. “Grievance” is defined as an alleged violation of a specific Article and Section of this Agreement.

B. “Class Action Grievance” is defined as a grievance affecting the entire bargaining unit. Class action grievances shall start at Step 3 below.

SECTION 2. PROCEDURE

If a grievance or class action grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following Grievance Procedure, using mutually agreeable forms:

STEP #1: (Informal) An employee shall discuss the grievance with the employee’s immediate supervisor (or with the relevant Department Head, if the grievance involves the actions of a Department Head) in an effort to resolve the problem. The Steward may be present. (If the grievance involves the actions of a Department Head who is not the grievant’s immediate supervisor, Step 2 below shall not apply, and the grievance may be advanced directly to Step 3 if necessary).

STEP #2: (Formal) If the matter has not been resolved informally, a formal written grievance must be filed with the employee’s immediate supervisor within

five (5) working days following the occurrence which is the basis of the grievance or within five (5) working days following the date the affected employee (or the Union in the case of a class action grievance) first reasonably should have known of the occurrence which is the basis of the grievance. The grievance must be signed by the affected employee(s) (or by a Union official for a class action grievance) stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance and the relief requested. Within seven (7) working days starting the next day following receipt of the grievance, the immediate supervisor will submit to the Union a written response to the grievance. The immediate supervisor may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before the immediate supervisor submits his/her written response. (If the employee's immediate supervisor is also the Department Head, the Step 2 meeting shall not apply, and the grievance may be advanced directly to Step 3 if necessary.)

STEP #3: In the event the decision rendered in Step #2 (or Step #1, if the grievance involves a Department Head who is not the grievant's immediate supervisor) is not satisfactory to the employee, he/she shall submit a Grievance Form within seven (7) working days (starting the next day following receipt of the decision) to the Department Head, with a copy to the Human Resources Director. The Human Resources Director will schedule a meeting to discuss the grievance with the Department Head, immediate supervisor (where applicable), the employee and the Steward. The Department Head will render a decision to the Union within seven (7) working days starting the next day following receipt of the Step 3 Grievance Form.

STEP #4: In the event that the decision rendered in Step #3 is not satisfactory, the employee shall submit a Grievance Form to the Township Supervisor within seven (7) working days starting the next day following receipt of the decision. The Township Supervisor shall render a decision to the Union within (10) working days starting the next day following receipt of the Step 4 Grievance Form.

SECTION 3. GENERAL

A. All grievances must be filed in writing with the grievant's immediate supervisor within the timeframe specified in Step 2 or they will be deemed waived. Any grievance not advanced to the next Step by the employee or the Union within the time limit in the Step shall be deemed abandoned. If the Employer does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement of the Employer and Union in writing.

B. The Township shall not be required to pay back wages prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.

C. Any grievance settlement reached between the Employer and the Union representative is binding on all employees affected.

D. The grievant and steward (or steward and one other bargaining unit member, in the case of a class action grievance) will be released for Step meetings without loss of time or pay when held during working hours.

E. Where a grievance affects multiple employees but not the entire bargaining unit, the Union shall identify in the grievance the names of all individuals affected and the remedy sought for each.

ARTICLE 12

ARBITRATION

SECTION 1. SELECTION OF ARBITRATOR

In the event the grievance is not satisfactorily settled in Step 4, TPOAM shall have twenty (20) calendar days starting the next day following receipt of the Step 4 answer (or, if the Employer does not provide a Step 4 answer, starting the next day following expiration of the time period for the Township Supervisor to render a Step 4 decision) in which to give the Employer written notice of TPOAM's intent to proceed to arbitration by providing a list of arbitrators as noted below. If such notice is not so submitted within twenty (20) calendar days, the grievance will be considered closed on the basis of the last disposition.

In order to notify the Employer of TPOAM's intent to proceed to arbitration, TPOAM shall send a list of arbitrators to the Employer to see if the parties can mutually agree upon an arbitrator ad hoc. If the parties are unable to agree within fifteen (15) calendar days starting the next day following the Employer's receipt of the list, the Union shall file the case with the American Arbitration Association (AAA), and an Arbitrator shall be appointed under its rules and procedures. If the case is not timely filed with AAA within an additional fifteen (15) calendar days starting the next day following expiration of the fifteen (15) calendar day ad hoc process, the grievance will be considered closed on the basis of the last disposition.

SECTION 2. FINAL AND BINDING DECISION

The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth below.

SECTION 3. POWERS OF THE ARBITRATOR

The jurisdiction of the arbitrator shall be limited to the determination of grievances as defined in Article 11, Section 1. If the arbitrability of any grievance is disputed, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the Employer has violated, misapplied or misinterpreted any of the express terms of this Agreement. The arbitrator shall have no power to decide any questions that under this agreement are within the authority of the Employer to decide, nor shall he/she substitute his/her judgment for that of the Employer. The arbitrator shall have no power to establish salary or wage scales or change any salary or wage.

SECTION 4. NO APPEAL

There shall be no appeal from the arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

SECTION 5. ARBITRATION COSTS

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. The Union President or designee shall be afforded reasonable time during regular working hours, without loss of pay, to attend an arbitration hearing, provided this does not interfere with or disrupt the operations of the Township.

ARTICLE 13

PERSONNEL FILE

The Employer agrees to distribute booklets regarding the Bullard-Plawecki Act to current employees and new hires. Proof of receipt by the above will be provided to the Union by the Employer.

ARTICLE 14

TESTS

If the Employer decides to schedule testing in order to assist in the assessment of applicants' or employees' ability to fill a vacancy, the Employer will schedule testing at Schoolcraft College or some other third-party organization. If an employee successfully passes an examination, then the employee will be put on an eligibility list. The employee will be notified of the results of the test by the Employer within five (5) days.

Tests will be job related. At the time of posting, the nature and subject(s) of the test(s) will be identified.

An employee who wishes to take a job-related test on his/her own initiative and have the results placed in his/her personnel file to be considered for a future job opening may arrange to schedule a test at Schoolcraft College, provided the employee pays for the cost of the test through payroll deduction and takes the test on his/her own time. Employees will be notified of the results within five (5) days of receipt by the Employer. This provision will not prevent the Employer from requiring an employee to take or re-take a test at the time of a job opening in order to be considered for such opening.

ARTICLE 15

DISCIPLINE

SECTION 1. JUST CAUSE/PROGRESSIVE DISCIPLINE

The Employer shall not discipline or discharge any seniority employee without just cause and such action shall be subject to the grievance procedure. Except as stated below, the Employer agrees to engage in progressive discipline, up to and including termination. Toward this end, disciplinary actions will be taken progressively in the order listed below. However, it is recognized that based on the nature of the conduct, progressive discipline may not be appropriate in every case, and the Employer reserves the right to act based on the individual circumstances of each situation.

- ◆ Oral Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. The oral reprimand will also define the improvement or corrective action required and inform the employee that failure to comply with the oral warning will result in more serious action. The Employer shall record the date and subject of the oral reprimand and shall place a confirmation of oral reprimand in the employee's personnel file.
- ◆ Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Such notice shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action and possible results of the employee's failure to comply. Written reprimands shall be placed in the employee's personnel file.
- ◆ Suspension is the temporary removal of an employee from duty, with or without pay. The Employer may suspend an employee pending investigation. Suspension shall also be used when other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the situation is sufficiently serious to warrant such action.
- ◆ Involuntary termination is the removal of an employee from the employ of the Township.

SECTION 2. USE OF DISCIPLINE

Materials relating to disciplinary action which are more than three (3) years old will not be used in subsequent discipline unless otherwise stated in the disciplinary action, providing that there have been no subsequent recurrences of the kind of behavior which led to disciplinary action.

SECTION 3. RULES

The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

SECTION 4. UNION NOTIFICATION

The Employer will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.

ARTICLE 16

LAYOFF AND RECALL

SECTION 1.

In the event that the Employer determines to lay off employees, such layoff will be from classifications and departments selected by the Employer and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.

SECTION 2.

In the event a decision to layoff is made, the Township Supervisor shall notify the Union President and any employee(s) to be laid off at least seven (7) calendar days before the layoff. The Township has the right to pay employees for work the employee was scheduled to perform during the seven (7) calendar days in lieu of actual notice. Notice will be given to the employee in writing or sent certified mail to the employee's last known address in the personnel file. Upon notice of layoff the Union and Employer shall meet, upon request of the Union, to discuss alternatives to layoff.

SECTION 3.

Layoff of employees within a selected job classification in a department shall occur in the following order, provided that the employees who remain have the experience, certifications, then-present ability and training to perform the required work:

- A. Temporary employees;

- B. Probationary employees, in reverse order of hire date;
- C. Regular employees, in reverse order of seniority.

SECTION 4.

As stated below, a regular employee who is laid off (“the laid off employee”) may choose to bump into a position within the bargaining unit of equal or lower classification which is held by an employee with less seniority, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work. A laid off employee choosing to bump must bump the least senior employee in the laid off employee’s present classification. “Present classification” shall mean the employees’ current job title (e.g. “Ordinance Officer” or “Solid Waste Coordinator” or “Records Management Analyst”). If there are no lesser seniority employees in the laid off employee’s present classification, the laid off employee may choose to bump the least senior employee in the bargaining unit who occupies an equal or lower classification, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work. A full-time laid off employee may bump into a part-time position only if there is no full-time position into which he/she may bump. A part-time laid off employee may only bump into a part-time position.

SECTION 5.

For purposes of this section, “equal classification” shall mean any of the following classifications listed within the same grouping as the laid off employee’s present classification and “lower classification” shall mean any of the following classifications listed in a grouping beneath the employee’s present classification:

Accountant-General Ledger
Information Systems Trainer

Building Inspector

Accountant-Payables

Building Department Coordinator

Ordinance Officer
Solid Waste Coordinator
Records Management Analyst
Election Specialist

Office Manager
Water Billing Specialist

Senior Records Clerk/Police

Administrative Assistant-Treasurer

Administrative Assistant-Fire

Administrative Assistant-DPW

Administrative Assistant-Assessing

Administrative Assistant-DPS

Administrative Assistant-Community Development

Administrative Assistant-Clerk

Administrative Assistant-Police

Administrative Assistant-Building

Building Maintenance

Part-time Recording Secretary

SECTION 6.

A laid off employee must notify the Employer in writing of his/her intention to exercise bumping rights within five (5) working days of the date of his/her layoff notice or he/she shall forfeit all rights to bump.

SECTION 7.

A laid off employee who bumps into another position shall be paid at the pay rate of the new position.

SECTION 8.

In the event the laid off employee who has bumped does not perform satisfactorily in the new position, such employee shall be removed and placed on layoff status from his/her old position. During layoff no fringe benefits shall accrue, but seniority shall accrue for up to one (1) year or the period of layoff, whichever is shorter.

SECTION 9.

Recall of laid off employees within a selected job classification in a department shall be in reverse order of layoff. Laid off employees shall have five (5) working days from the date of notification by registered or certified mail to their last known address within which to return to service. If the employee fails to return during this period, he/she shall forfeit his/her seniority and rights of recall and his/her employment with the Employer shall be terminated.

ARTICLE 17

TRANSFERS, PROMOTIONS, AND NEW CLASSIFICATIONS

SECTION 1.

Vacancies that are to be filled by transfer or promotion will be posted on the Union bulletin board(s) for a period of at least five (5) working days, and the Union President will be furnished with a copy of the posted notice at least one day in advance of the posting. The Employer may simultaneously advertise vacancies externally. Transfers and promotions shall be made on the basis of qualifications, ability, and seniority. The specific process utilized to fill a particular vacancy by transfer or promotion shall be at the sole discretion of the Employer and will be determined on a case-by-case basis.

The Employer reserves the right to hire from outside the bargaining unit, if no employee is qualified to fill the vacancy or no bids are received from employees in a bargaining unit. The Employer shall provide notice to all applicants and to the Union President once a vacancy has been filled.

Employees selected for a new position by either transfer or promotion will serve up to a 45-day trial period in the position. During the trial period, either the employee or the Employer may return the employee to his/her previous position.

SECTION 2.

Currently filled job classifications may be changed, at the discretion of the Employer, to a higher classification without being posted. The employee will be paid based on qualifications, ability, and years of service within the range of the higher classification

SECTION 3.

An employee required by the Employer to work in a higher classification for more than two (2) consecutive weeks shall be paid at the pay step in the higher classification for the entire period of time the employee has worked in the higher classification.

ARTICLE 18

WAGES

Employees shall be paid in accordance with the Classification Schedules attached as Appendix A, which shall reflect the following agreed to annual wage increases during the term of this Agreement.

<u>Effective Date</u>	<u>Wage Increase</u>
January 1, 2019	2.5%
January 1, 2020	2.5%

January 1, 2021	2.5%
January 1, 2022	2.5%

In addition to the above, all employees in the bargaining unit who are on the payroll on the date the Union ratifies this Agreement, will receive the following one-time signing bonus to be paid with the employee's regular pay on March 29, 2019:

Full-Time Employees:	\$300
Part-Time Employees:	\$150

ARTICLE 19

HOURS OF WORK

SECTION 1. HOURS

The normal work day for full-time employees shall be seven and one half (7.5) hours excluding non-paid lunch periods. The normal work week for full-time employees shall consist of five (5) work days in a thirty- seven and a half (37.5) hour work week.

SECTION 2. LUNCH PERIODS

Full-time employees will have a one-hour unpaid lunch period for each full work day.

SECTION 3. ATTENDANCE

A. Employees are expected to report to work on time and to observe working hours that have been established.

B. In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their immediate supervisor whenever they expect to report late or to absent themselves from work.

C. Absent employees must notify their immediate supervisor, unless it is physically impossible to do so, within one-half (1/2) hour prior to or one-half (1/2) hour after the work day begins. Employees who fail to do so will be considered to be absent without pay. All employees are required to call in on each day that he or she will be absent unless the employee provides acceptable medical documentation to support a longer absence.

ARTICLE 20

OVERTIME AND COMPENSATORY TIME

SECTION 1. OVERTIME DEFINED

Overtime for full-time and part-time employees is defined as all hours worked over seven and a half (7.5) for full-time and eight (8) for part-time during a work day by a non-exempt employee.

SECTION 2. PRIOR APPROVAL REQUIREMENT

An employee must receive prior approval from his/her immediate supervisor or Department Head for overtime work.

SECTION 3. COMPENSATION FOR OVERTIME

A non-exempt full-time and part-time employee who works in excess of seven and a half (7.5) hours in a work day for full-time and eight (8) hours in a work day for part-time will be compensated for each hour of overtime worked at the rate of one and one-half (1 ½) times his/her regular rate of pay or shall receive compensatory time as stated below. A non-exempt full-time and part-time employee who works in excess of sixteen (16) hours in a day will be compensated for each hour over sixteen (16) worked at the rate of two (2) times his/her regular rate of pay.

SECTION 4 CALL-IN OVERTIME

Any employee called in or scheduled to work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work.

SECTION 5. ELIGIBILITY FOR COMPENSATORY TIME

Employees who work overtime as defined above will have the option of receiving compensatory time off in lieu of monetary compensation for overtime if mutually agreed between the employee and his/her supervisor. Compensatory time will be granted at a rate of one and one-half (1 ½) hours for each hour of overtime in excess of seven and a half (7.5) in a work day, and in excess of eight (8) hours in a work day for part-time employees.

SECTION 6. AMOUNT OF COMPENSATORY TIME ACCRUED

Each employee may accrue up to fifteen (15) hours of compensatory time. Employees will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

SECTION 7. REQUESTING USE OF COMPENSATORY TIME

An employee who requests the use of accrued compensatory time will be permitted to use the time off within a reasonable time after making the request, or at some other mutually agreed time if the original request would unduly disrupt department operational needs and staffing requirements. Employees are required to use compensatory time before using accrued vacation leave or personal days.

SECTION 8. PAYMENT OF COMPENSATORY TIME UPON TERMINATION

Upon termination of employment, employees will be paid for all unused compensatory time at the rate of pay when earned.

ARTICLE 21

NON-PAID LEAVE OF ABSENCE

SECTION 1. FAMILY AND MEDICAL LEAVE

Family and Medical Leave, as specified in Federal law (Family and Medical Leave Act (FMLA) of 1993) and Township policy, is available to eligible employees who wish to take time off from work to attend to circumstances as outlined in the law. Employees are eligible to take FMLA leave if they have worked for the Township for at least 12 months, or 52 weeks, and have worked at least 1250 hours in the preceding 12-month period before leave is requested.

SECTION 2. NON-FMLA LEAVE

A. For non-FMLA circumstances, upon written approval the Employer may grant an unpaid leave of absence to bargaining unit employees for a period of up to ninety (90) calendar days. Such leave may be extended upon written approval by the Employer. Seniority shall not accumulate during such leave.

B. Employees returning from an unpaid leave of ninety (90) days or less will be re-employed in the original position and classification held at the time of the leave of absence. No rights of reinstatement shall exist after an unpaid leave of absence is extended in excess of ninety (90) days. Military leaves will be treated as required by law.

C. Employees on leave must report for work not later than the first working day following the expiration of their leave.

D. Any employee who seeks and/or obtains employment while on a leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

- E. Employees on non-FMLA leaves shall not be entitled to any benefits.

ARTICLE 22

SICK LEAVE

SECTION 1. METHOD OF EARNING

A regular full-time employee shall earn one (1) sick day for each month he/she works at least eighteen (18) work days during a calendar month. (For purposes of this section only, annual leave, sick leave, personal business and holidays shall be considered time worked.)

- A. “Regular Part-Time Employee” shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

<u>Hours worked during the month</u>	<u>Hours of Leave Time</u>
At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

SECTION 2. METHOD OF USE

- A. Sick days may be used in the same period when earned.
- B. The maximum accumulation allowed is forty-five (45) days (three hundred thirty-seven and a half (337.5) hours).
- C. Sick days may be used in increments of one-half (1/2) workday (3.75 hours.) Effective January 1, 2006, an employee may use sick leave in two (2) hour increments up to four (4) times per calendar year.
- D. Accumulated sick leave shall be paid upon termination or retirement up to a maximum of forty-five (45) days, (three hundred thirty-seven and a half (337.5) hours) based on the regular hourly wage rate pursuant to state and federal wage and hour laws.
- E. Sick time in excess of three hundred thirty-seven and a half (337.5) hours will be bought back by the Township at one-half (1/2) the regular hourly wage rate as of December 1st of

that year in which the time was earned. Sick leave buy back payments will be made no later than the second pay period in January the following year.

SECTION 3.

Emergency sick leave (e.g. becoming ill at work) will be charged against the employee's sick bank in hourly increments. Otherwise, sick leave must be used in either three and three-quarters (3.75) or seven and one half (7.5) hour blocks.

SECTION 4.

In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor, unless it is physically impossible to do so, within one-half (1/2) hour prior to or after the workday begins. Employees are required to call in each day that he/she will be absent unless the employee provides acceptable medical documentation to support a longer absence.

SECTION 5.

The Employer may require that employees provide specific and detailed medical data from the employee's doctor stating the cause of the absence whenever sick leave is taken and the employee is absent for three (3) consecutive work days or when the Employer has a reasonable belief that the employee is abusing the privileges of this Article.

SECTION 6.

Sick time may be utilized by an employee for illness, injury, disability or appointments with a doctor, dentist or other recognized practitioner.

SECTION 7.

Sick Leave Supplemental Bank. In addition to the sick leave accumulation covered in this Article, all full-time employees on the payroll the first day of each month shall earn an additional seven and a half (7.5) hours per month that shall remain in a supplemental sick leave bank.

- A. The supplemental sick bank is to be used only if:
1. The employee has exhausted all of his or her regular sick time accumulation bank hours; and
 2. The employee suffers an illness or injury that causes the employee to be absent from work for at least two (2) weeks; and
 3. The employee has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current forty-five (45) workday long-term disability benefit elimination period].

Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may an employee supplement LTD coverage through the use of these benefits.

B. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

C. Maximum accumulation is three hundred thirty-seven and a half (337.5) hours of supplemental sick leave for supplemental hours earned on a monthly basis.

D. This benefit is not transferable.

ARTICLE 23

PERSONAL BUSINESS DAYS

Upon completion of the probationary period, a regular full-time employee may utilize up to two (2) days each calendar year for personal business reasons with prior approval of the employee's Department Head. Personal business days are not earned, accumulated, or carried over from year to year, but are provided only if the need for such arise. Personal Business Days are not charged against sick leave or annual leave.

Personal Business Days may only be used in increments of not less than one-half day, i.e. in increments of 3.75 hours. Personal Business Days may not be used the day prior to or the day after a paid holiday, unless approved in advance by the employee's supervisor.

ARTICLE 24

BEREAVEMENT LEAVE

Each full-time employee shall be granted time off with pay to attend, make plans, arrangements, and travel to a funeral in accordance with the following procedures:

SECTION 1.

A. In the event of a death in the immediate family, the fulltime employee shall be granted day of death through day of funeral, not to exceed five (5) work days. "Immediate family" shall be defined as: spouse, children, father, mother, brother, sister, son-in-law or daughter-in-law of employee or of the spouse. In the event of the death of a grandparent of an employee or an employee's spouse, a fulltime employee may be granted time off between day of death and the day of the funeral, not to exceed two (2) days.

B. A full-time employee shall be granted the day of the funeral in the event of a death to aunts, uncles, nieces and nephews of the employee and to aunts and uncles of the employee's spouse. An employee may request up to a total of 5 days of bereavement leave if the funeral is over 500 miles away from the employee's residence.

C. The compensation to be paid for funeral leave days shall not be paid unless the fulltime employee is otherwise regularly scheduled to work the funeral leave day(s) to the degree the funeral leave days include days when the employee is not regularly scheduled to work, the employee shall not be paid for the same.

SECTION 2.

In the event of a death of an Employee's natural mother, natural father, children or spouse, the Employee, upon request, may use two (2) additional days deducted from accumulated sick leave.

SECTION 3.

An eligible employee must notify his/her immediate supervisor, if possible, prior to taking bereavement leave.

SECTION 4.

The Employer may require written documentation from a funeral home confirming the relationship with the deceased.

ARTICLE 25

ANNUAL LEAVE

SECTION 1.

Each regular full-time employee will earn annual leave with pay ("annual leave") in accordance with the following provisions.

SECTION 2.

Annual leave is earned in each calendar year (January 1 to December 31) for use in the next calendar year. Unless authorized by the Township Supervisor in writing, annual leave not used in the eligible calendar year is automatically lost and removed from the books.

"Regular Part-Time Employee" shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven

and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

<u>Hours worked during the month</u>	<u>Hours of Leave Time</u>
At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

SECTION 3.

Annual leave may not be taken before it has been earned or before an employee has completed his/her initial probationary period, including any extension of probation.

SECTION 4.

In accordance with the following schedule, each regular full-time employee will earn annual leave during months where the employee works 18 paid days. For purposes of this section, time worked includes paid sick leave, annual leave or personal leave.

<u>Years of Service</u>	<u>Annual Leave Earned</u>
From date of hire to less than 5 years	1 day per month
At least 5 years but less than 10 years	1.5 days per month
At least 10 years but less than 15 years	2 days per month
At least 15 years but less than 20 years	2.08 days per month
20 years or more	2.17 days per month

SECTION 5.

Should an employee leave the employ of the Township, annual leave earned for the calendar year in which the employee terminates service as well as that accrued for the next succeeding calendar year shall be paid by the Employer at the employee’s most recent wage rate pursuant to state and federal wage and hour laws.

SECTION 6.

Emergency unscheduled annual leave days may be used in increments of no less than one (1) work day.

SECTION 7.

Annual leave schedules are approved at the discretion of the employee’s Department Head and shall not be unreasonably denied. Each Department Head shall ensure that his/her department is adequately covered.

SECTION 8.

Annual leave will be paid at the employee's straight time rate of pay.

SECTION 9.

Paid holidays falling within a period when the employee is using annual leave will not be charged against earned annual leave.

ARTICLE 26

HOLIDAYS

SECTION 1.

All regular full-time employees who have completed their initial probationary period, including any extension of probation, and are otherwise eligible shall be paid seven and one-half (7.5) hours pay, unless stated otherwise, at their regular straight time rate for the following holidays, effective from the date of ratification by the Board of Trustees.

Regular part-time employees who work twenty-five (25) or more hours in a month that contains a holiday (as defined in Article 27) shall receive 3.75 hours of holiday pay. Regular part-time employees shall not be required to complete their probationary period in order to be eligible for holiday pay, but instead shall be paid beginning in the first month of employment provided the required number of hours are worked.

- New Year's Day
- President's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Day Before Christmas
- Christmas Day
- Day Before New Year's Day

SECTION 2.

In order to be eligible for holiday pay, the employee must work or have an excused absence for the scheduled work days immediately preceding and following a holiday. Upon an employee's second sick leave absence on a scheduled work day immediately preceding or

following a holiday, he/she shall be required to submit medical verification from a doctor stating the reason for his/her absence. Failure to produce this verification will result in loss of pay for such holiday period.

SECTION 3.

Whenever one of the holidays designated in Section 1 above falls on a Saturday or Sunday and there is no federal or state designated day for observance, Friday will be the day of observance for holidays falling on Saturday, and Monday shall be the date of observance for holidays falling on Sunday. The Township agrees that, when two (2) holidays fall consecutively on Friday and Saturday or Sunday and Monday, the Township shall notify the Union of the dates of observance.

SECTION 4.

A regular full-time employee who is required to work one of the following paid holidays shall be paid one and one-half (1.5) times his/her normal rate for all hours authorized by the Employer, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. A regular full-time employee who is required by the Employer to work on any other holiday shall be paid at his/her regular rate, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article.

SECTION 5.

A regular full-time employee who is scheduled to work on any holiday but does not work such day shall receive no holiday pay for such day unless the employee has an excused absence.

ARTICLE 27

JURY DUTY

Each employee shall be excused from his/her regularly assigned duties for jury duty. An employee will receive his/her regular wages during jury duty. Upon receiving his/her juror fees, the employee shall provide the Employer with a copy of the receipt for juror fees and present a check to the Township in the same amount (less mileage, if any is included in the jury fee).

ARTICLE 28

RETIREMENT

SECTION 1.

A defined contribution retirement plan, that the Township provides either with John Hancock Life Insurance Company or Municipal Employees' Retirement System (MERS) at the discretion of the Township, covers regular full-time employees who are at least eighteen (18) years old. Such employees shall become participants on their date of hire as a full-time employee. The terms of the Plan Document for this retirement plan and any Adoption Agreements adopted by the Township shall be controlling as to all matters concerning contributions, eligibility and other required matters. The following summarizes the plan:

SECTION 2.

The Township shall contribute the following amounts each year to the retirement plan: fifteen (15%) percent of the employee's base wages.

SECTION 3.

An employee may contribute up to ten (10%) percent of the employee's base wages (after-tax) each year to the retirement plan on a voluntary basis.

SECTION 4. VESTING SCHEDULE

A. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).
2. Employer/Township contributions: Employee will be fully vested for all employer retirement contributions after he/she completes 20 months of employment (100% vested after 20 months).

B. For bargaining unit employees hired after April 1, 1993 through April 1, 2002, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

2. Employer/Township Contributions:

- 20% vested after completion of one (1) year of service
- 40% vested after completion of two (2) years of service
- 60% vested after completion of three (3) years of service
- 80% vested after completion of four (4) years of service
- 100% vested after completion of five (5) years of service

C. For bargaining unit employees hired after April 1, 2002, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

2. Employer/Township Contributions:

- 20% vested after completion of one (1) year of plan participation
- 40% vested after completion of two (2) years of plan participation
- 60% vested after completion of three (3) years of plan participation
- 80% vested after completion of four (4) years of plan participation
- 100% vested after completion of five (5) years of plan participation

ARTICLE 29

RETIREE HEALTH CARE

SECTION 1. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2009

A. Eligibility

Regular full-time employees hired prior to January 1, 2009, who retire from Township employment may be eligible for retiree health insurance as follows: The Employer will offer eligible retirees and their spouses health insurance comparable to that provided to full-time employees, including dental, optical and prescription drug riders, if any, provided that benefits are coordinated with Medicare, Medicaid and other benefits provided by subsequent employers or spousal employers (with Medicare as the primary insurer.). At the time of retirement, eligible retirees and their spouses shall have the option to select health insurance coverage under the HMO or PPO provided by the Township.

For regular full-time employees hired prior to January 1, 2009, eligibility will be based on acquiring at least 75 points that are equal to the sum of the employee's age and the number of years of service with the Township. Additionally, retirees will not be eligible for coverage unless they have completed at least ten (10) years of service and are at least sixty (60) years of age, or if they have completed at least twenty (20) years of service and are at least fifty-five (55) years of age.

B. Coverage

Coverage will be subject to the following:

1. The maximum amount the Township will pay for retiree health care premiums will be equal to the cost of health insurance for active full-time employees for the same level of coverage under the corresponding HMO or PPO. (Example-if the Township pays \$460 per month for single coverage for an active employee and the retiree rate is \$620 for the selected plan, the Township will pay \$460 per month and the retiree will pay \$160 per month. If the Township pays \$1,150 per month for two-person coverage for an active employee and the retiree rate is \$1,550 for the selected plan, the Township will pay \$1,150 per month and the retiree will pay \$400 per month.) The retiree contribution shall be adjusted annually to reflect the then current difference between active and retiree health insurance costs.
2. For employees who retire on or after the date of ratification of this agreement, the Township will pay four percent (4%) for each complete year and an additional 1 percent (1%) for each quarter of a partial year up to the maximum amount from paragraph 1, above.

(Examples - cost for health insurance for active full-time employees = \$1,000 per month.

Employee worked 15 years 1 month – Township pays 60% or \$600 per month

Employee worked 17 years 4 months – Township pays 69% or \$690 per month

Employee worked 20 years 11 months – Township pays 83% or \$830 per month

Employee worked 25 years – Township pays 100% or \$1,000 per month.)

3. In no event shall the Township's payment for retiree health benefits be more than 80% of the total annual cost of the plan.

C. Coverage upon eligibility for Medicare

1. Retired Employee Becomes Medicare Eligible.

When a retiree and his/her spouse becomes Medicare-eligible or when a retiree without a spouse becomes Medicare-eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of \$1,500.00 for single and \$3,000.00 for a

couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar year when the payment first begins with the \$1,500.00/\$3,000.00 payment being based on a full calendar year.

2. Spouse of Retired Employee Becomes Medicare Eligible.

When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the \$1,500.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/she becomes Medicare-eligible.

3. It shall be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

4. On January 1, 2011, and each year thereafter, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

D. Retiree Opt-Out

Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of \$3,900. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the retiree, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the retiree must submit a letter to Human Resources certifying that the retiree and the retiree's dependents will be covered under a health insurance plan, as well as any other documentation required by state and/or federal law. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a retiree's outside insurance coverage is terminated for a reason that would permit re-entry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's eligible spouse, if one exists, in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

2. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

3. Employees must notify the Township within thirty (30) days of a status change which would affect a retiree's eligibility or benefit under this section.

SECTION 2. EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2009

Regular full-time employees hired on or after January 1, 2009, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute \$75 per pay. Employees shall vest 20% after each year of plan participation and will be 100% vested after 5 years of plan participation.

SECTION 3. SPOUSE DEFINED

Effective upon ratification any retirement benefits in this provision provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement.

ARTICLE 30

INSURANCE

SECTION 1. GENERAL

The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of its insurance programs, as long as same or better benefits are provided.

The terms of any contract or policy issued by the insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The Employer, by payment of or contribution towards premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability regarding the benefits provided by the insurance company. The failure of any insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach of any obligation by either of the two organizations.

SECTION 2. LONG TERM DISABILITY

The Township will provide a long-term disability benefit consistent with the benefit in place at the time of the signing of this Agreement.

SECTION 3. TERM LIFE INSURANCE

The Employer will pay the required premiums for a term life insurance policy in the amount of \$50,000.00 (reduced benefits at age 65, 70 and 75), \$50,000.00 accidental death and dismemberment (reduced benefits at age 65, 70, and 75) for each insurable, full-time employee occupying a job classification covered by this Agreement.

SECTION 4. HOSPITALIZATION, DENTAL AND VISION COVERAGE

A. The Employer shall continue to maintain health, dental, and optical insurance for regular full-time employees at the Employer's expense, subject to the provisions of Paragraph B (below). Dental coverage shall include a maximum \$1,000.00 per person per contract year. Insurance benefit plans presently available are, BCN Medical, Ameritas Dental, and EyeMed Vision.

B. Employee health insurance programs are subject to the following:

1. Prescription co-pay (all programs) shall be a closed formulary plan with a co-pay of \$10.00 for generic pharmaceuticals and a co-pay of \$20.00 for brand name pharmaceuticals. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the generic equivalent to the extent not paid by the carrier, over and above the applicable \$40.00 co-pay. The employee will also be responsible for any additional costs of the non-formulary brand name drug in excess of the formulary equivalent to the extent not paid by carrier, over and above the applicable \$40.00 co-pay.
2. Health insurance provided to employees and their dependents shall include an office visit co-pay on all programs of \$30.00, an urgent care co-pay on all programs of \$35.00 and an emergency room co-pay on all programs of \$100.00.
3. Insurance Premium Sharing as follows: Employees choosing health care coverage of any type will contribute 20% of the costs of the premium rate applicable to the employee and his/her spouse/eligible family, if eligible. This contribution will be made by means of payroll deduction spread evenly over each payroll period. There shall be no reimbursement by the Township of this contribution towards premiums.

C. The Employer will provide open enrollment on an annual basis.

D. The Employer's flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

E. Union members who wish to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee must submit a letter to Human Resources certifying

that the employee and the employee's dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a union member's outside insurance coverage is terminated for any reason, the Township will endeavor to enroll the employee and the employee's eligible dependents in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.
2. Union members who waive medical benefits will be entitled to a taxable cash benefit of \$150.00 per pay period.
3. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

F. When the spouse of an employee becomes Medicare-eligible prior to the employee becoming Medicare-eligible, an annual payment of \$1,500.00 will be made by the Township into a health reimbursable account in lieu of health insurance for the spouse which may be used by the spouse for all medical expenses allowed under the law. This payment shall be pro-rated in the calendar year when the payment first begins, with \$1,500.00 payment being based on a full calendar year. The employee will continue to receive Township provided health insurance until such time as he/she retires at which point health care will be provided pursuant to Article 30 of this Agreement. On January 1, 2011, and each year thereafter, the amount provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

G. To the extent the Federal or State government passes any laws that impacts health insurance for public sector employees, the Township may reopen the contract on the issue of health insurance only, by advising the Union within sixty (60) days of the passage of the law. This reopener applies even if the law exempts employees covered under current Agreements.

H. The plan shall include a \$3,000/\$6,000 annual individual/family in-network deductible, with such deductible to be paid in full by the Township.

I. **EFFECTIVE DATE FOR NEW HIRES.** For new employees, health insurance benefits will be provided on the first day of employment.

SECTION 5. LIABILITY INSURANCE

The Employer will continue to provide liability insurance such as Michigan Risk Management Authority as specified in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.

ARTICLE 31

WORKER'S COMPENSATION

SECTION 1. Applicable Michigan Worker's Compensation laws, as amended from time to time, shall cover each employee. Employees are eligible for benefits subject to applicable legal requirements. All work-related injuries or illnesses shall be reported promptly to the Human Resources Coordinator.

ARTICLE 32

WORK CLOTHING

SECTION 1. The Township will provide work clothing as follows:

Construction Plan Examiner/Inspectors:

As needed: Heavy coat, hardhat, yellow vest, winter boots.

Building Maintenance:

As needed: Heavy coat, work boots.

Ordinance:

As needed: Heavy coat, jacket, work boots, yellow vest, shirt and slacks in a color and style to be determined by the Township.

ARTICLE 33

TRAVEL EXPENSE REIMBURSEMENT

SECTION 1.

Employees required to use their own automobile in the pursuit of their duties will receive the reimbursement on a monthly basis. The Township agrees to pay the amount of mileage which is approved by the Charter Township of Plymouth Board; however, in no case will it be less than IRS Standard per mile during the term of this Agreement.

SECTION 2.

Employees will be reimbursed for all moderately priced lodging, meals, transportation and other related expenses for Township approved travel. The Township's Travel Policy and Procedure is hereby incorporated by reference.

SECTION 3.

All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer.

ARTICLE 34

**REIMBURSEMENT OF EDUCATIONAL
AND PROFESSIONAL EXPENSES**

The Employer will reimburse an employee for the cost of tuition (up to Three Thousand Dollars (\$3,000.00) per calendar year), fees and books for continuing education classes provided that a "C" average is maintained in such course work.

To receive reimbursement, full-time employees will provide a copy of the class or program description to their Department Head prior to registration for the purpose of notification, utilizing the Authorization Request for Tuition Reimbursement form. Payment to the university, college or school is to be made by the employee, and will be reimbursed by the Township upon completion of the course. Employee must provide proof of payment and a satisfactory grade of "C" or better.

An employee who is terminated or quits/resigns from Township employment within three (3) years of completion of a degree under this benefit must return a pro-rated portion of the monies paid by the Township for the employee's education benefit.

The Employer will pay for all certifications, licenses, memberships, etc. relating to an employee's current position as deemed necessary by the Employer.

ARTICLE 35

MISCELLANEOUS

SECTION 1. USE OF FACILITIES

The Union will be permitted to use a room at a Township facility for regular and special business meetings of the Union without charge, provided the Union makes application to the Township Supervisor. Such room shall be made available on the same basis as enjoyed by other groups or citizens in the Township.

SECTION 2. BULLETIN BOARDS

While Township offices are housed in separate building, the Township shall provide a suitable bulletin board in each building for the posting of Union notices or other material. When Township offices are all under one roof, there shall be one designated bulletin board. Said board

shall be identified with the name of the Union and shall be at least three (3) feet by five (5) feet in size, and the Union may designate persons to be responsible for this board. Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit;
3. Notices of Union meetings and educational classes;
4. In no case shall political, obscene or defamatory printed or written matter be placed on the bulletin board.

SECTION 3. USE OF INTEROFFICE MAIL

The Union will be permitted the use of inter-office mail service to deliver items to be posted as indicated in Section 2 or for other Union business subject to the prior approval of the Township Supervisor.

SECTION 4. COPIES OF THE AGREEMENT

A copy of this Agreement shall be posted on the Township's Intranet.

SECTION 5. EMERGENCY WEATHER CONDITIONS

The Township Supervisor or his/her designee will place a recorded message on the voice mail systems by 6:00 a.m. if the Township is closed. If the Employer makes the decision to close, Employees will be paid for their scheduled hours.

SECTION 6. COPIERS

The Union is not permitted to use Township copiers for Union business, except for creating copies of documents to submit to the Employer.

SECTION 7. FILE CABINET

The Employer shall provide to the Union a file cabinet to store Union correspondence and other such material.

ARTICLE 36

SCOPE OF AGREEMENT

SECTION 1.

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.

SECTION 2.

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.

SECTION 3.

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 37

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 38

DURATION OF AGREEMENT

The termination date of this Agreement is December 31, 2022. This Agreement shall continue in full force and effect on a year to year basis after December 31, 2022 unless either party submits written notice to the other on or before ninety (90) days of intent to terminate the Agreement.

TECHNICAL, PROFESSIONAL AND
OFFICE WORKERS ASSOCIATION
OF MICHIGAN

CHARTER TOWNSHIP OF PLYMOUTH

By: _____
Its: _____

By: KURT HEISE
Its: Supervisor

By: _____
Its: _____

By: JERRY VORVA
Its: Clerk

APPENDIX A

January 1, 2019 until December 31, 2019 Wages 2019 with 2.5% included			
	Start	1 yr.	2 yrs.
Information System Trainer	33.06	34.91	36.74
Accountant	33.06	34.91	36.74
Building Inspector	29.85	31.51	33.14
Accountant – Payables	28.96	30.57	32.19
Building Dept. Coordinator	27.43	28.94	30.47
Ordinance Officer	25.90	27.32	28.77
Solid Waste Coordinator			
Records Management Analyst			
Election Specialist			
Office Manager (Police, Bldg., DPS)	23.55	24.87	26.15
Water Billing Specialist			
Senior Records Clerk			
Admin Assistant	20.49	21.62	22.76
Treasurer			
Fire			
DPS			
Clerk			
Police			
Building			
Assessing			
Building Maintenance	19.55	20.63	21.72
P-T Recording Secretary	18.76	19.80	20.85

January 1, 2020 until December 31, 2020
Wages 2020 with 2.5% included

	Start	1 yr.	2 yrs.
Information System Trainer	33.89	35.78	37.66
Accountant	33.89	35.78	37.66
Building Inspector	30.60	32.30	33.97
Accountant – Payables	29.68	31.33	32.99
Building Dept. Coordinator	28.12	29.66	31.23
Ordinance Officer	26.55	28.00	29.49
Solid Waste Coordinator			
Records Management Analyst			
Election Specialist			
Office Manager (Police, Bldg., DPS)	24.14	25.49	26.80
Water Billing Specialist			
Senior Records Clerk			
Admin Assistant	21.00	22.16	23.33
Treasurer			
Fire			
DPS			
Clerk			
Police			
Building			
Assessing			
Building Maintenance	20.04	21.15	22.26
P-T Recording Secretary	19.23	20.30	21.37

January 1, 2021 until December 31, 2021
Wages 2021 with 2.5% included

	Start	1 yr.	2 yrs.
Information System Trainer	34.74	36.67	38.60
Accountant	34.74	36.67	38.60
Building Inspector	31.37	33.11	34.82
Accountant – Payables	30.42	32.11	33.81
Building Dept. Coordinator	28.82	30.40	32.01
Ordinance Officer	27.21	28.70	30.23
Solid Waste Coordinator			
Records Management Analyst			
Election Specialist			
Office Manager (Police, Bldg., DPS)	24.74	26.13	27.47
Water Billing Specialist			
Senior Records Clerk			
Admin Assistant Treasurer	21.53	22.71	23.91
Fire			
DPS			
Clerk			
Police			
Building			
Assessing			
Building Maintenance	20.54	21.68	22.82
P-T Recording Secretary	19.71	20.81	21.90

January 1, 2022 until December 31, 2022
Wages 2022 with 2.5% included

	Start	1 yr.	2 yrs.
Information System Trainer	35.61	37.59	39.57
Accountant	35.61	37.59	39.57
Building Inspector	32.15	33.94	35.69
Accountant – Payables	31.18	32.91	34.66
Building Dept. Coordinator	29.54	31.16	32.81
Ordinance Officer	27.89	29.42	30.99
Solid Waste Coordinator			
Records Management Analyst			
Election Specialist			
Office Manager (Police, Bldg., DPS)	25.36	26.78	28.16
Water Billing Specialist			
Senior Records Clerk			
Admin Assistant	22.07	23.28	24.51
Treasurer			
Fire			
DPS			
Clerk			
Police			
Building			
Assessing			
Building Maintenance	21.05	22.22	23.39
P-T Recording Secretary	20.20	21.33	22.45