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AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF PLYMOUTH

AND

**THE TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214 AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

FROM

JANUARY 1, 2019

THROUGH

DECEMBER 31, 2022

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DEFINITIONS

EMPLOYER The Charter Township of Plymouth (also referred to as the Township) (See Preamble).

UNION The Teamsters State, County and Municipal Workers, Local #214 affiliated with the International Brotherhood of Teamsters (See Preamble).

PROBATIONARY PERIOD Three (3) consecutive months of regular full-time employment. The probationary period may be extended (See Article 7, Paragraph B).

SENIORITY Length of Employee's continuous service with the Township starting with his/her original date of hire (See, Article 7, Paragraph A).

GENDER For purposes of this Agreement, the masculine form (e.g. the pronoun "he" shall also include the feminine form, and vice versa).

MONTH The term "month" shall mean a calendar month, (i.e. January, February, etc.).

WORK DAY A day when the Township Offices are open for business. It does not include Saturdays, Sundays or Holidays.

REGULAR EMPLOYEE An Employee who has successfully completed his probationary period.

NOTE: These definitions are for reference purposes only.

PREAMBLE

THIS AGREEMENT entered into on this _____ day of _____, , between **THE CHARTER TOWNSHIP OF PLYMOUTH**, party of the first part, hereinafter referred to as the “Township”, and the **TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214** affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, party of the second part, hereinafter collectively 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, and the administrative staff, 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 hereto 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 HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

RECOGNITION

A. The Township of Plymouth hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Act of 1965 for a unit, found appropriate in the Michigan Employment Relations Commission Case No. R72 D-140, as certified by the Commission on the 18th day of May, 1982.

B. As hereinafter referred to, the bargaining unit shall consist of all hourly employees of the Department of Public Works who have completed their probationary period and are regular employees of the Department, excluding all part-time, seasonal or temporary employees, all supervisors, and all other employees.

C. For the purposes of this Agreement, probationary employees will be represented for collective bargaining purposes only. Probationary employees serve at the will of the Township. As at-will employees, they are not represented with regard to the termination of their employment.

D. The Township agrees not to negotiate with any other labor organization, other than the Union, with respect to the employees in the unit defined in Paragraph B for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

E. Nothing contained herein shall be considered to deny or restrict the Township of 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.

ARTICLE 2

MANAGEMENT RIGHTS CLAUSE

A. 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 such as are specifically relinquished herein, are reserved to and remain vested in the Township Board, including but without imitating the generality of the foregoing, the right to:

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- (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- (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;
- (d) determine the number, location and type of facilities and installations;
- (e) determine the size of the work force and increase or decrease its size;
- (f) hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in the work week or work day;
- (g) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services;
- (h) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;
- (i) establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications;
- (j) determine lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;
- (k) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- (l) discipline, suspend, and discharge employees for cause;
- (m) adopt, revise and enforce Township and departmental rules and regulations (including rules and regulations as to the appearance of employees before going on duty) and to carry out cost and general improvement programs;

- (n) transfer, promote and demote employees from one classification or shift to another;
- (o) select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- (p) establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement. Those rights granted to the Township of Plymouth pursuant to this Agreement shall not be exercised in violation of any of the provisions of this Collective Bargaining Agreement.

B. It is agreed that these enumerations of management's prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE 3

REPRESENTATION

A. The Township recognizes the right of its employees to elect a job Steward and an alternate for the purpose of handling contract grievances. The Steward and the alternate shall be regular employees of the Township.

B. When necessary to investigate and present contract grievances, the Steward shall do so after his working hours, unless otherwise authorized by the Township. No Union activity, including grievance processing, shall be carried on Township premises during scheduled working times.

C. The Township will not recognize any Steward or alternate until his name and position have been certified in writing by the Union to the Township.

D. Neither the Union nor any of its officers nor any committeeman shall assume supervisory authority or advise or direct employees to disregard the instructions of supervision.

E. It is agreed that no Union official shall have access to or enter the Township's premises without the prior permission of the Public Works Manager or his designated representative. The employee Union representative shall enter and remain on the premises only during his regular working hours, unless otherwise agreed to by the Manager.

F. The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action or engaged in a slow-down or work stoppage in violation of this Agreement.

ARTICLE 4

AGENCY SHOP AND DUES

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

- (1) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.
- (2) In accordance with the policy set forth above, all employees in the bargaining unit may elect to pay dues to the Union, the employees' exclusive collective bargaining representative.

Disputes as to a good faith reduced amount must be handled through reasonably prompt Union appellate procedures and these procedures must be exhausted prior to litigation. Disputed amounts shall be placed in a Union established escrow account during the pendency of a dispute.

B. During the period of time covered by this Agreement, the Township agrees to deduct from the pay of seniority employees the regular, usual, periodic and uniform dues and/or initiation fees of Local No. 214, provided, however, that the Union shall first present the Township with a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Secretary/Treasurer of the Union and written authorization in suitable form, signed by employees allowing such deductions and payments to the local Union. The Union shall be fully responsible for the validity and correctness of the certified check-off list and the Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability, including the fees of legal counsel retained by the Township to defend such a claim that may arise out of or by reason of action taken or not taken by the Township in reliance upon such certified check-off list or authorization.

ARTICLE 5

BULLETIN BOARD

A. The Township shall allow the Union to use one (1) bulletin board for posting notices set forth in Section B below, except that additional notices may be posted by permission of the Township Supervisor.

B. Notices shall be restricted to the following types:

- (1) Notices of Union recreational and social affairs;
- (2) Notices of Union elections, appointments and resulting of Union elections pertaining to employees within the unit;
- (3) Notices of Union meetings and educational classes.

C. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for advertising or for posting or distributing pamphlets of political matter of any kind whatsoever.

ARTICLE 6

DEPARTMENT RULES

The Township may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for the Department of Public Works employees. If the rules and regulations are specifically overruled by this Agreement, this Agreement shall prevail.

ARTICLE 7

LENGTH OF SERVICE

A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Township from his original hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

B. It is understood that employees are subject to a probationary period of three (3) consecutive months of regular, full-time employment, during which time the Township shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom. An

employee's probationary period may be extended for cause, for an additional period of up to three (3) months, by the Township.

C. There shall be no seniority among probationary employees.

D. Upon the signing of this Agreement, the Township and the Union will initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Township shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the Township be required to pay back-pay by reason of the correction of an error on such list.

E. An employee's seniority is broken and seniority rights lost if he:

- (1) quits;
- (2) is discharged and not reinstated;
- (3) is laid off for a period of; one (1) year, or the length of his seniority, whichever is less;
- (4) fails to report to work within three (3) days following recall from layoff;
- (5) is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days;
- (6) fails to return from a leave of absence, vacation or sick leave at the designated time;
- (7) retires;
- (8) if the employee is permanently laid off because of a permanent curtailment or elimination of his department or job.

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

G. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Union was first

recognized as bargaining unit representative, and he may exercise his accumulated seniority credits. This clause shall not be construed to limit the Township's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, nor will this clause permit an employee outside the bargaining unit to use seniority to bump or displace an employee within the bargaining unit.

ARTICLE 8

GRIEVANCE PROCEDURE

A. Grievance Procedures. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such 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.

A grievance shall be processed utilizing a mutually agreeable form supplied by the Union.

B. Prior to filing a formal grievance, the employee shall attempt to settle the grievance at the department level. In any event, a formal written grievance signed by the employee 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, must be filed within five (5) working days of the time the grievance arose. If attempts to settle the grievance informally have failed at the department level, formal proceedings shall consist of the following:

STEP #1: Submitting the grievance on the grievance form to the Public Works Manager. Within five (5) working days of receipt of the grievance, the Public Works Manager will submit a written response to the grievance. The Public Works Manager may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before submitting his written response.

STEP #2: In the event the decision rendered in Step #1 is not satisfactory to the employee, he shall submit a Grievance Appeal Form within five (5) working days to the Director of Public Services. The Director will schedule a meeting to discuss the grievance with the employee and the Steward. The Director will render a decision within ten (10) working days of his receipt of the Grievance Appeal Form. (The employee and Steward will be released for Step #1 (if applicable) and Step #2 meetings without loss of time or pay during working hours.)

STEP #3: In the event that the decision rendered in Step #2 is not satisfactory, the employee shall submit a Grievance Appeal Form within five (5) working days

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of the Decision in Step #2 to the Township Supervisor. The Supervisor shall render a decision within ten (10) working days after receiving the Grievance Appeal Form.

C. All grievances must be filed in writing with the Public Works Manager within five (5) working days from the time the alleged violation was to have occurred 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, or if no time limit is specified, within five (5) working days, shall be deemed abandoned. If the Township 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 the Township and Union in writing; and the agreed to new date shall prevail.

D. The Township shall not be required to pay back wages prior to the date a written grievance is filed.

- (1) 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 may have received from any source during the period of the back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.
- (2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance – unless a grievance has been designated as a representative grievance by mutual written agreement by the parties.

E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

F. Any Agreement reached between the Township and the Union representative is binding on all workers affected and cannot be changed by an individual.

G. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the Grievance Procedure.

ARTICLE 9

ARBITRATION

A. In the event that a grievance, filed pursuant to Article 8, is not satisfactorily settled in accordance with Paragraph B of Article 8, the employee may give notice that the grievance will be submitted to Arbitration in accordance with the following procedure.

B. In the event the grievance is not satisfactorily settled in Step 3, the Union shall have ten (10) working days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) calendar days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition. If the parties are unable to agree upon an Arbitrator, the party desiring arbitration shall notify the American Arbitration Association within ten (10) working days following the Notice to Arbitrate, and an Arbitrator shall be appointed under its rules and procedures.

C. The decision of the Arbitrator shall be final and binding on all parties if within the scope of his authority as set forth below and they hereby agree to abide by such decisions.

D. Powers of the Arbitrator. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section A of Article 8. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, 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, or subtract from, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish salary scales or change any salary. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation of the Township.

In rendering decisions, the Arbitrator shall have due regard to the responsibilities of the Township Board and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement. He shall have no power to change any practice, policy or rule of the Township nor to substitute his judgment

for that of the Township as to the reasonableness of any such practice, policy, rule or any action taken by the Township. His powers shall be limited to deciding whether the Township has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Township from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

E. He shall have no power to establish wage scales or change any wage.

F. There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township. The Union shall discourage any attempt by its members to appeal and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an Arbitrator.

G. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his 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 Township will not be responsible for reimbursing any employee who participates in the Grievance or Arbitration Procedures during his working hours.

H. Notwithstanding any other provision of this Agreement, the Township may submit a grievance to Arbitration procedures pursuant to this Article.

ARTICLE 10

NO-STRIKE CLAUSE

A. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work, or interference with the operations of the Township. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations or picket the Township's premises or companies doing business with the Township (because of a labor dispute with this Township) during the life of this Agreement.

B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure or Arbitration

provisions of this Agreement. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have.

C. The committeeman and officers of the local shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

ARTICLE 11

HEALTH AND SAFETY

A. The Township shall first consider the personal safety of the employees in establishing operational procedures.

B. The Township shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Township will strive to provide protective devices and other equipment which, by mutual agreement, are necessary to protect the employees from injury and sickness.

C. The Township agrees to abide by all applicable safety regulations promulgated by Federal, State or Local government.

D. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the Township. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses, and all other information required by the Township. All injuries sustained by any employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician.

E. Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein, or to adhere to any of the Township's safety rules, shall subject the employee to disciplinary action by the Township. Disciplinary action taken pursuant to this Article which does not exceed one (1) day suspension without pay will not be subject to the Grievance Procedure.

ARTICLE 12

ATTENDANCE

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

B. Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

C. 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 Supervisor whenever they expect to report late or to absent themselves from work.

D. Absent employees must notify the Department of Public Works Office, 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. If an employee is unable to notify the Department of Public Works Office, he/she must call the Communications Center. 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. (See Article 20, Paragraphs D and E).

ARTICLE 13

HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours per day. Time and one-half will be paid for hours worked on Saturday, provided the employee has worked forty (40) straight time hours during the work week. Double time will be paid for hours worked on Sunday provided that the employee has worked forty (40) straight time hours during the work week. Nothing herein or hereinafter contained shall be construed as a guarantee by the Township of any amount of work in any period or as a limitation on Township's right to schedule work in excess of the normal work day or normal work week. Management reserves the right to determine the work schedule of all employees covered by this Agreement.

For purposes of this provision, the work week shall run from Monday through Sunday.

B. Annual leave, holidays, and any other paid time shall be considered as time worked for purposes of pay for this Article. Sick leave will be considered as time worked for computation of overtime except in the following situation: If a person takes sick leave after scheduled overtime

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work has been posted, that sick time will not count as time worked for overtime purposes. An employee must have forty (40) hours of time worked, independent of the sick time, in order to receive overtime pay during that weekly period.

C. In addition to the normal work day, each employee shall receive one-half (1/2) hour lunch or dinner period.

D. The Township reserves the right to establish or change the time of any work week, shift hours or lunch period. In the event the Township decides to schedule a five (5) day work week for an employee or group of employees on other than a current Monday through Friday basis, the Township will notify the Union in writing. Within the next ten (10) work days the Union may request a meeting to negotiate as to which employee or group of employees will be assigned to the new work week schedule. If no written request is filed within the ten (10) work day period, the Township will have the right to select the employees who will be assigned to the new work week schedule.

E. The Township reserves the right to require employees to work overtime. With regard to Community Service-related overtime work, the Township agrees to offer this work to non-probationary employees who volunteer to perform the work. Should none of the eligible employees volunteer to perform the overtime work, the Township may assign the work to bargaining unit members beginning with the employee with the lowest seniority. The issue of what is or what is not community service work may be discussed in a meeting between the Township and the Union; however, the issue of what is or is not community service work is not grievable.

F. Overtime will be permitted only when authorized by the Public Works Manager or by the DPW Foreman.

G. Employees who work overtime may request to receive compensatory time off in lieu of monetary compensation for overtime, subject to the Department Head's approval. When approved, the compensatory time will be provided at a rate of one and one-half (1 ½) or two (2) hours, whichever is applicable according to Sections A and B, for each hour of overtime worked. Each employee may accrue up to twenty-four (24) 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.

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. Upon termination of employment, employees will be paid for all unused compensatory time at the employees' regular rate of pay upon termination.

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H. When the Township assigns overtime work to bargaining unit employees, the overtime work shall, when practicable, be distributed equally to employees working within the same classification, providing the employee can, in the opinion of the Township, do the available work. Overtime will be distributed as provided in this Article. The Township will endeavor to equalize overtime between classifications when, in the opinion of the Public Works Manager or the DPW Foreman, the overtime work could be performed by either classification.

I. All full-time employees shall be allowed a break during the first half of their shift and another break during the second half of their shift. Each break period shall be of twenty (20) minutes duration and shall be taken at times designated by the Township. Employees will be allowed ten (10) minutes before lunch and before quitting time for personal cleanup.

J. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period.

K. Any employee called into work outside of his regularly scheduled shift shall be assured two (2) hours of work Monday through Saturday at time and one-half and three (3) hours of work on Sunday and holidays paid at the rate of two times his straight time hourly rate provided that if the work time on the call in assignment runs into the employee's regular shift, the overtime rate shall cease and the regular hourly rate for the shift shall be paid.

L. Stand-By: Upon the unavailability of the Public Works Manager and Foreman of the Department of Public Works:

- (1) Employee(s) will be assigned to stand-by service. The assigned employee will be offered on a rotating basis in seniority order to bargaining unit members with more than two years' experience in the bargaining unit. The Employer in its discretion may waive the two-year requirement. In the event no employee voluntarily accepts stand-by service for a particular week, the Employer shall assign the employee who has the least year-to-date stand-by service to stand-by for that week. If two or more employees have the same amount of year-to-date stand-by service, the least senior of the employees with the same amount of stand-by service will be assigned to stand-by for that week. The assigned employee performing stand-by service will be paid time and one-half the employee's regular hourly rate for all hours actually worked while assigned to stand-by service.
- (2) Employees performing stand-by service will be paid for two (2) hours of work at one and one-half (1 ½) times (X) the employee's regular rate for each day he/she is designated for stand-by service.

- (3) Employees performing stand-by service must be available for call-in either by telephone, pager, or by leaving an alternative telephone number where they can be reached with the Communications Center.

M. Foreman. The Foreman (non-union) will be able to perform bargaining unit work under the following conditions:

- (1) To assist one or more bargaining unit members in the performance of their duties.
- (2) To train bargaining unit employees in the proper methods and procedures to be used in the performance of their duties.
- (3) In an emergency (a situation that is outside of the control of management) perform the duties of a bargaining unit member.
- (4) Perform weekend standby service (Article 13, Paragraph K).

It is expressly agreed that the Foreman will not be used in the place of a bargaining unit member except in the above cited instances.

ARTICLE 14

LEAVES OF ABSENCE

A. The Township may grant a temporary written leave of absence to bargaining unit employees for period up to thirty (30) calendar days. Such leave may be extended upon written approval by the Township. Seniority shall not accumulate during such leave.

B. Employees returning from an unpaid leave of less than thirty (30) days will be re-employed. If the job has been eliminated, the employee will be offered comparable work which may be outside the bargaining unit. No guarantees or rights of reinstatement shall exist after an unpaid leave of absence in excess of thirty (30) days. Military leaves will be treated in a like manner unless employer's obligations are modified by existing federal statutes.

C. Employees on leave must report for re-assignment to 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. With regard to the Family and Medical Leave Act Policy approved by the Board of Trustees on June 28, 1994 (effective date of July 26, 1994) Department of Public Works employees covered under the Teamsters Health and Welfare PEP Plan will not be required to pay any monthly premium for dental and vision insurance while on unpaid leave under the terms and conditions of this policy as the premium for dental and vision insurance, as well as medical insurance, is all inclusive in the Teamsters Health and Welfare PEP Plan.

That Act allows paid leave to be substituted for unpaid leave. As such, Plymouth Township will make the determination based on the request submitted and at the time of the request if paid leave will be substituted for unpaid leave.

Plymouth Township acknowledges that in accordance with the Act and regulations, the decision to use paid leave to be substituted for unpaid leave must be made by the Township at the time the employee requests or gives notice of the leave, or when the Township determines that the leave qualifies as FMLA leave if this occurs later.

ARTICLE 15

VACANCIES AND TRANSFERS

A. Vacancies which the Township desires to fill from among present employees will be filled according to seniority, if all other matters, such as ability and physical qualifications, are equal in the opinion of the Township.

B. The Township will reserve the right to hire from outside, if, in the opinion of the Township, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

C. Employees in the bargaining unit may be transferred into another classification when, in the opinion of the Township, the best interest of the employee, Township, and the public will be served.

D. Employees selected by the Township for a promotion to a higher classification should such a classification be established, will serve a sixty (60) day probationary period in the classification during which time they will receive the starting rate for the classification. After the employee has successfully served his sixty (60) day probationary period, he shall then be paid the regular rate for the classification. (See Generally Appendix A to this Agreement).

E. When an employee is instructed in a higher work classification, said employee shall immediately receive the higher classification rate for work performed in that classification.

F. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Township shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Steward with a copy.

The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Steward. During the thirty (30) day period, but not thereafter, the Union may request the Township to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date workers started on the job, except as otherwise mutually agreed.

ARTICLE 16

LAYOFF AND RECALL

A. Employees shall be laid off according to the following procedure:

- (1) Probationary employees within the affected classification will be laid off first.
- (2) Thereafter, seniority employees within the affected classification will be laid off by proven ability and qualifications as determined by the Township.
- (3) When a seniority employee is removed from a classification as a result of a layoff, he may be allowed to bump an employee in a lower rated classification within the bargaining unit in accordance with his proven ability and qualifications as determined by the Township.

B. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Township to re-hire the terminated employees. In the event they are re-hired at a later date, they shall then be treated for the purposes of this Agreement as a new employee.

C. Employees will be recalled in the reverse order of the layoff.

D. The Township agrees that for the duration of this Agreement, no specific work regularly performed by bargaining unit employees on the effective date of this Agreement will be subcontracted in whole or in part to any person, if it would directly result in the layoff of employees who were in the bargaining unit on the effective date of this Agreement.

ARTICLE 17

DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any non-probationary employee without just cause.

B. Any employee may request the Township Supervisor to investigate his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the Township shall take appropriate steps to remedy the error. This provision is independent and separate from the Grievance Procedure and a request for any investigation will not constitute the filing of a grievance pursuant to the Grievance Procedure.

ARTICLE 18

WAGES

The actual wages of the employees for the duration of this Agreement are identified in Appendix A to this Agreement 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%

Each active member of the bargaining unit as of January 1, 2019, shall receive a one-time payment of Three Hundred and 00/100 (\$300.00) dollars. Such payment shall have no effect on base wages and shall also have no effect on any employee benefits, including, but not limited to pension benefits. The one-time payment shall be paid in a separate payroll check, from which legally required tax deductions shall be withheld.

ARTICLE 19

HOLIDAYS

A. Providing they meet all the eligibility rules, all full-time employees on the seniority list shall be paid eight (8) hours pay at their regular straight time rate for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
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

B. Providing they meet all of the eligibility rules, all regular full-time employees on the seniority list shall be paid eight (8) hours pay at their regular straight time rate for Good Friday.

C. The following rules shall govern the payment of holiday pay:

- (1) The Employee must have seniority on the work day immediately proceeding the holiday involved;
- (2) Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay;
- (3) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

D. Whenever one of the holidays designated in Section A 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 by no later than February 1 of the applicable calendar year which days shall be designated as the holidays. The Township further agrees that, in the event it fails to notify the Union of the designated holidays by February 1, the Union shall have the right to meet with the Township and discuss scheduling of the holidays at its request. A meeting pursuant to the Union's request shall be scheduled within fourteen (14) days of the Union's request. The parties further agree the Union shall have the opportunity to submit information or data to the Township prior to the date the Township Board convenes to designate the holidays in question.

E. An employee who works a paid holiday shall be paid two (2) times his normal rate, in addition to his normal holiday pay, providing he meets all requirements of this Article.

F. An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day unless the employee has an excused absence.

G. Any holiday granted by the Township to non-union employees shall be extended to members of this bargaining unit although the actual day celebrated as the holiday by the bargaining unit shall be chosen by Employer.

ARTICLE 20

SICK LEAVE

A. Sick leave with pay shall be earned by all full-time seniority employees. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of necessity as follows:

- (1) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.
- (2) Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
- (3) Due to personal illness or physical incapacity of employee's spouse or children living in the home (limited to five days annually).

B. Method of Earning: An employee shall earn one sick day for the purpose of this section for each month a full-time employee works at least one-half of the scheduled work days during a calendar month. (Reference: time worked -- as defined in Article 13, Paragraph D.)

Method of Use:

- (1) Sick days may be used in the same period when earned.
- (2) The maximum accumulation allowed hereunder is sixty (60) days. (480 hours).
- (3) Sick days may be used in increments of one-half (½) work day. (4 hours).

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- (4) Accumulated sick leave shall be paid upon termination or retirement up to a maximum of sixty (60) days (480 hours) based on full wage rate pursuant to the State and Federal Wage and Hour laws.
- (5) Each January, sick time in excess of 480 hours (as of January 1) will be bought back by the Township at one-half (1/2) the prevailing 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. In addition, employees who used three or less sick days in the previous calendar year will be credited with bonus vacation leave in an amount equal to one-half (1/2) of the hours in excess of 480 in their sick leave bank as of January 1, up to a maximum credit of 24 hours. Such bonus vacation leave shall be used in the calendar year in which it is received and shall not be accumulated.

Examples:

Employee B has 540 hours of sick leave as of January 1 and used only three sick days in the previous calendar year. B would receive payment for 60 hours (540 – 480) at one-half (1/2) of his hourly wage rate as of December 1. B would also receive 24 hours bonus vacation leave [$\frac{1}{2} \times (540-480) = \frac{1}{2} \times 60 = 30$ hours, but the maximum credit is 24 hours.]

Employee C has 515 hours of sick leave as of January 1 and used only one sick day in the previous calendar year. C would receive payment for 35 hours (515 – 480) at one-half (1/2) of his hourly wage rate as of December 1. C would also receive 17.5 hours bonus vacation leave [$\frac{1}{2} \times (515 - 480) = \frac{1}{2} \times 35 = 17.5$ hours.]

Employee D has 520 hours of sick leave as of January 1 and used nine (9) sick days in the previous calendar year. D would receive payment for 40 hours (520 – 480) at one-half (1/2) of his hourly wage rate as of December 1. D would not be eligible to receive bonus vacation leave because he took more than three sick days in the previous calendar year.

C. Unscheduled, 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 four (4) hour or eight (8) hour blocks (See Paragraph B (3) of this Article).

D. In order to receive compensation while absent on sick leave, the employee must notify the Township in accordance with the terms of Article 12, Paragraph D.

E. The Township may require that employees provide specific and detailed medical data from the employee's doctor and/or personal affidavit stating the cause of the absence whenever sick leave is taken and the employee is absent for two (2) consecutive work days or when the Township has a reasonable belief that the employee is abusing the privileges of this Article.

ARTICLE 21

VACATION AND PERSONAL DAYS

A. Each regular, full-time, seniority employee will earn vacation leave with pay in accordance with the following provisions.

B. Vacation leave with pay is earned in the calendar year (January 1 to December 31, inclusive) prior to the vacation year in which the vacation leave with pay is to be taken. Vacation leave with pay will not be granted before it has been earned.

C. The vacation year for all employees is from January 1 to December 31, inclusive. All earned vacation leave with pay must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Township Board in writing.

D. Each regular, full-time, seniority employee will earn vacation leave with pay according to his seniority on January 1 in accordance with the following schedule:

- (1) Employees with at least six (6) months of seniority, but less than five (5) years of seniority, shall earn one (1) working day of vacation for each full calendar month worked, up to a maximum of ten (10) working days.
- (2) Employees with at least five (5) years of seniority, but less than ten (10) years of seniority, shall earn one and one-fourth (1-1/4) working days of vacation for each full calendar month worked, up to a maximum of fifteen (15) working days.
- (3) Employees with at least ten (10) years or more of seniority, shall earn one and two-thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of twenty (20) working days.
- (4) Employees with at least sixteen (16) years or more of seniority shall earn vacation for each full calendar month worked, up to a maximum of twenty-six (26) working days, according to the following schedule:

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After 16 yrs = 1.7500 work days/mn.
After 17 yrs = 1.8333 work days/mn.
After 18 yrs = 1.9167 work days/mn.
After 19 yrs = 2.0000 work days/mn.
After 20 yrs = 2.1660 work days/mn.

E. After a probationary employee completes his probationary period, he will earn one (1) working day of vacation leave with pay for the following vacation year for each full calendar month worked after the completion of the probationary period, up to a maximum of ten (10) working days.

F. Unless otherwise authorized by the Township, vacation leave with pay must be taken in periods of at least five (5) consecutive work days. With management's approval, full-time employees may break up to one-half of their earned vacation into one (1) day increments.

G. Vacations will be set by the Township. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Township during the month of March of each year. The Township will post the vacation list by April 10th of each year.

When authorized by the Township, the employee may change his requested vacation period. The Township may, when in the Township's opinion it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

In the event an employee does not submit an application during the month of March, he may thereafter file such application, but it must be filed no later than thirty (30) days prior to the requested vacation period. Such application must be approved by the Township. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the month of March. Those who apply after the month of March will be assigned vacations on the basis of first come, first served.

H. Vacation leave with pay will be paid at the employee's straight time rate of pay. Upon an employee's voluntary termination from employment, the Township shall pay the employee for all unused vacation leave at the employee's straight time rate of pay. Payout shall include a prorated amount for vacation leave already earned by the employee in the year of termination.

I. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

J. In the event an employee is absent from work and is on a properly scheduled vacation of at least three (3) consecutive work days and such employee is called into work, such employee will be paid double time for all hours actually worked during such regular vacation.

K. Employees hired prior to November 14, 1996 may utilize three (3) days during the calendar year for personal business reasons with prior approval of the Department Head. Employees hired after November 14, 1996 may utilize up to a maximum of two (2) days during the calendar year for personal business reasons with prior approval of the Department Head. Personal days are not accumulated or earned.

Personal business days may not be used the day prior to or the day after a paid holiday. This provision does not prohibit an employee from using four (4) hours of personal business time on Good Friday.

Personal business days may be used in increments of not less than one-half (½) day, i.e., in increments of four (4) hours.

Personal business days are not charged against sick leave and are not accumulated from one year to the next.

Personal business days are available after completion of a new employee's probationary period.

L. In the event other employee groups are granted an attendance bonus, the Union will be granted an attendance bonus to the same extent and on the same terms and conditions as granted to the other employee groups.

ARTICLE 22

INSURANCE

All full-time bargaining unit employees and all probationary employees who have completed their first 90 days of service (See Article 1, Paragraph C) with the Township will be entitled to receive sickness and accident and medical insurance coverage in accordance with the following terms.

A. The Township will make available to bargaining unit employees and their dependents health insurance under the Michigan Conference of Teamsters Welfare Fund Public Employee Plan. See Paragraph F for terms of payment by the Township.

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B. The Township will, for the duration of this Agreement, maintain for each employee life insurance in an amount equal to one and one-half (1 1/2) times the average annual wage exclusive of benefits and overtime, subject to a maximum of Fifty Thousand Dollars (\$50,000) rounded to the next higher \$5,000 if not already a multiple of \$5,000; In no event will the face value of the policy be less than Thirty Thousand Dollars (\$30,000.00).

C. The Township will, for the duration of this Agreement, maintain for bargaining unit members and their dependents, dental and optical benefits under the Michigan Conference of Teamsters Welfare Fund PEP Plan. See Paragraph F for terms of payment by the Township.

D. The Township will provide a long-term disability insurance benefit. This benefit shall be subject to a sixty (60) day elimination period.

E. 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.

F. Bargaining unit members who are eligible and choose to participate in the coverage referenced in Paragraphs A and C shall contribute 20% of the cost of the premium rate applicable to the employee and his/her spouse/eligible family members for insurance as a way of sharing in the Township's health care costs. Notwithstanding the above, the 20% premium sharing required by employees will be determined after deducting the premium the Township pays for family dental and optical benefits for non-represented employees from the monthly premiums required by the Welfare Fund. For example, in January 2013, the Township paid \$128.79 per month for family dental and optical benefits for non-represented employees. In order to determine the applicable 20% employee premium contribution for each bargaining unit employee, \$128.79 was deducted from the monthly invoice amount for the Teamsters Welfare Fund. The employee contribution will be 20% of the remaining amount. The family dental and optical premiums for non-represented employees are subject to change during the term of this Agreement.

The 20% employee 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.

The following are the weekly rates per employee as provided to the Township by the Teamsters Welfare Fund during the term of the contract for each member of the bargaining unit that chooses to participate in the coverage referenced in Paragraphs A and C:

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1/1/16 to 4/2/16	\$348.75 per week or the actual cost, whichever is less
4/3/16 to 4/1/17	\$365.80 per week or the actual cost, whichever is less
4/2/17 to 3/31/18	\$410.05 per week or the actual cost, whichever is less
4/1/18 to 3/30/19	\$389.60 per week or the actual cost, whichever is less
3/31/19 to 3/28/20	\$398.25 per week or the actual cost, whichever is less
3/29/20 to 4/3/21	\$424.05 per week or the actual cost, whichever is less
4/4/21 to 4/2/22	\$437.80 per week or the actual cost, whichever is less

The 20% employee contribution shall be determined by using the rates listed above and subtracting the optical and dental contribution premium rates for non-represented employees.

In the event that the Township's contribution is less than the premium required by the Welfare Fund, the employee shall pay the difference via payroll deduction, in addition to the 20% contribution noted above.

G. Bargaining unit members who choose to waive the benefits referenced in Paragraphs A and C will be entitled to a taxable cash benefit of \$150.00 per pay period for the duration of the waiver.

H. The Township will pay its share of the health insurance premium, based on the following guidelines required by the Teamsters' Welfare Fund:

1. On behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the lesser of 1) four (4) weeks following the week in which the injury/illness occurred, or 2) the duration of the off-the-job injury/illness related absence;
2. On behalf of the participant whose absence from the job is due to an on-the-job injury/illness (i.e. eligible for workers' comp) for the lesser of 1) 26 weeks following the week in which the injury/illness occurred, or 2) the duration of the on-the-job injury/illness-related absence;
3. On behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced; and
4. For each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

I. To the extent the Federal or State government passes any law 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.

ARTICLE 23

FUNERAL 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 full-time 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 full-time 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 or the employee's spouse. The employee may ask for up to a total of five (5) days of leave if the funeral is over 500 miles on way from the employee's residence.
- C. The compensation to be paid for funeral leave days shall not be paid unless the full-time 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 24

RETIREMENT PLAN

A. A defined contribution pension plan 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 pension 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:

1. The Township shall contribute the following amounts each year to the pension plan: fifteen (15%) percent of the employee's base wages.
2. The employee shall make retirement contributions of five (5%) percent of his/her base wages (pre-tax) to the pension plan. The employee may contribute up to an additional ten (10%) percent of the employee's base wages (after-tax) each year to the pension plan on a voluntary basis.
3. VESTING SCHEDULE
 - a. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:
 - i. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).
 - ii. Employer/Township contributions: Employee will be fully vested for all employer pension 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:

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

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

 - ii. 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

B. Retiree Health Care

SECTION 1. EMPLOYEES HIRED BEFORE JANUARY 1, 2010

Regular full-time employees who were hired before January 1, 2010 and retire from Township employment will 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 non-represented 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 non-represented employees.

Retirees will not be eligible for coverage unless they have completed at least 25 years of service and are at least 55 years of age, or if they have completed at least 20 years of service and are at least 60 years of age.

A. Coverage

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. In addition to paying the above, employees who retire with at least 20 years of service, but less than 25 years of service will pay an additional amount based on the following:

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

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

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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.

B. 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.

C. 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

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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 which would permit re-entry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's spouse 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, 2010

Regular full-time employees hired on or after January 1, 2010, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute \$50 per pay. Employees shall vest 50% after 10 years of employment, 75% after 15 years of employment and 100% after 20 years of employment.

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 25

GENERAL

A. The Township may, at its discretion, require that employees submit to physical and medical tests and examinations by a Township-appointed doctor when such tests and examinations are considered to be of value to the Township in maintaining a capable work force, employee's health and safety, etc., providing however, that the Township will pay the cost of such tests and examinations.

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B. The Township may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

C. If any Article or Section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

D. The Township will provide employees with washrooms and lockers for the changing and storing of clothing.

E. Employees are responsible for the care and maintenance of all Township property. When required by the Township, the employee will sign for the use of the equipment and shall be responsible for the return of the equipment in satisfactory condition. Employees will be responsible for damage to equipment, reasonable wear and tear excepted. Except that no employee will be responsible for damage to equipment unless proof of negligence is shown.

F. Employees will be paid their regular straight time wages for time spent serving on jury duty, on the condition that monies received by the employee for serving on the jury duty be paid over to the Township.

G. It is the duty of the employees to report all defects of equipment. Defects in motorized vehicles will be reported to the Public Works Manager or his Foreman. All other equipment defects shall be reported immediately or, where so directed by the Township, at the end of the shift, in writing, to the Township.

H. The Township shall furnish gloves, rubber goods and safety equipment and other protective clothing and equipment deemed necessary by the Township to protect bargaining unit members. Uniforms and coveralls, when necessary, will be supplied and cleaned by the Township. Soiled or dirty uniforms and coveralls will not be taken home by employees.

I. The Township will, for the duration of this Agreement, pay the premiums for the applicable Workers' Compensation Insurance for employees in accordance with the law.

J. Sexual Harassment. The Township and the Union are committed to the proposition that sexual harassment cannot and will not be condoned or in any way tolerated in the workplace.

K. Community Service Personnel. When requested, bargaining unit employees will work with and assist community service personnel assigned to the Township. Guidelines concerning the utilization of community service personnel are attached as Exhibit #1 to this Agreement.

L. Upon written request by the Union and the concerned bargaining unit employee, the Township shall provide the Union with copies of time sheets, earnings records, assignment sheets on other documents concerning the employee's working conditions. This paragraph shall not include medical records maintained by the Township pursuant to the requirements of the American with Disabilities Act or any other State or Federal statute.

M. Non-Discrimination. The Township may take all appropriate action to ensure that no person, organization or entity shall discriminate against any Department of Public Works applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight, arrest record or handicap/disability.

ARTICLE 26

LIMITATION OF AUTHORITY

A. No employee, Union member or other agent of the Union shall be empowered to call or cause, or participate in any way, in any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

B. Any individual employee or group of employees who violates or disregard the Arbitration or Grievance Procedure set forth in Articles 8 and 9 of this Agreement, may be summarily discharge by the Employer without liability on the part of the Employer or the Union.

ARTICLE 27

PROFESSIONAL QUALIFICATIONS

A. The Township and Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, at its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township. The Township may change, modify or re-schedule normal work hours when, in the Township's opinion, it is necessary to provide for employee attendance at the selected training programs, sessions or meetings. Employees will suffer no loss in pay and will be compensated for expenses deemed necessary by the Township.

B. The Township shall determine which employees must have a Commercial Driver's License as a condition of employment. Those individuals shall successfully complete all necessary tests and examinations. (e.g. The employees shall obtain, maintain and retain their Commercial Driver's Licenses). For those individuals, the Township will pay the fees associated with obtaining, maintaining, and retaining the Commercial Driver's License. Loss of a Commercial

Driver's License for reasons other than workplace misconduct shall not, per se, constitute just cause for discharge. However, service technicians who lose their CDL license and are continued in the employ of the Township shall have their salary reduced by 5.0% over that rate they are currently receiving.

C. The Employer will cover the expense of registration for educational classes if, in the opinion of the Public Works Manager, a course would be of benefit to the Employer with regard to the performance of an employee's job and provided a "C" average is maintained. Payment for the class is to be made by the employee and will be reimbursed by the Employer at the end of the semester upon presentation of a payment receipt and evidence of having received at least a "C" average. Courses must be scheduled during other than normal work hours. The denial of a course approval may be appealed through the grievance process. Payments under this Paragraph shall be limited to \$1,200.00 annually.

D. As a condition of continued employment, employees who are eligible to obtain water certification are required to take training and test at least once per year for the S-4 certification and put forth effort toward obtaining the certification. The Employer agrees to pay for one (1) Water Certification training class and one (1) Water Certification test per year. Employees may pay for additional Water Certification training classes and/or Water Certification tests. Water Certification bonuses will be distributed based on the employee's level of certification in February each year as follows:

S-4 Certification: \$500
S-3 Certification: \$750
S-2 Certification: \$1,000
S-1 Certification: \$1,500

ARTICLE 28

SCOPE OF AGREEMENT

A. 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 understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Township 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 not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. 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 29

SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union Steward and the Township Supervisor or her designated representative. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his regular straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the Township at the employee's normal, regularly scheduled straight time, and does not apply to time spent in the attendance of a special conference during non-work hours or after the regularly scheduled straight time shift.

ARTICLE 30

SERVICE TECH II

Effective January 1, 2013, the classification of Service Tech II was created. The Service Tech II classification shall have a base rate of 5% above the rate of the Service Tech I Classification. Employees shall be selected by management to fill the position. The Township may remove an employee from the position of Service Tech II at any time if the Township determines that the employee has not met the expectations of the position.

ARTICLE 31

DURATION OF AGREEMENT

A. All of the provisions of this Agreement shall be effective upon final signature unless otherwise specified in this Agreement and shall continue to remain in full force and effect up to and including December 31, 2022, and thereafter for successive periods of one (1) year unless either party shall at least ninety (90) days prior to December 31 serve written notice on the other party of a desire to terminate, modify, alter, re-negotiate, change, or amend this Agreement. A

notice of desire to modify, alter, amend, re-negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

B. If any negotiations described in Section A above reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

IN WITNESS WHEREOF, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives:

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: _____
KURT HEISE
Its: Supervisor

BY: _____
JERRY VORVA
Its: Clerk

**FOR THE UNION; TEAMSTERS, STATE,
COUNTY, AND MUNICIPAL WORKERS
LOCAL 214 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

BY: _____
JOSEPH M. VALENTI
Its: Business Representative

BY: _____
STEVE MELOW
Its: Bargaining Unit Representative

APPENDIX A

CHARTER TOWNSHIP OF PLYMOUTH
WAGE SCHEDULE FOR TEAMSTERS LOCAL 214

Service Technician I:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Start (75%)	\$18.48	\$18.94	\$19.42	\$19.90
After 1 Year (83%)	\$20.45	\$20.96	\$21.48	\$22.02
After 2 Years (91%)	\$22.42	\$22.98	\$23.55	\$24.14
After 3 Years (100%)	\$24.63	\$25.25	\$25.88	\$26.52

Service Technician II:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
	\$25.88	\$26.53	\$27.19	\$27.87

NOTE: The Township may start a new employee at a rate higher than the “start (75%)” rate, but not as high as the “after 3 years” rate of pay, based upon the employee's qualifications and prior work experience. The employee will still be subject to the probationary guidelines contained in this contract. (See Article 7, Paragraph B). All employees that join the bargaining unit, including those who start at a rate of pay higher than the “start (75%)” rate, must serve at least two (2) years in the unit before being eligible to receive the maximum “three (3) years (100%)” pay rate.

EXHIBIT #1

COMMUNITY SERVICE PERSONNEL

Occasionally, Community Service Personnel (CSP) will be assigned to assist DPW Departmental personnel. In these cases, the following guidelines will be followed:

1. CSP's will be assigned tasks of an uncomplicated nature such as: shoveling snow, washing vehicles, removing leaves, restorations, etc.
2. CSP's will be working with DPW employees.
3. The involved DPW employee will inform and assist the CSP through the assigned tasks.
4. Should the CSP not work, or leave the area without permission, the DPW employee should radio the DPW Assistant or DPW Superintendent. DPW departmental personnel shall not order or be responsible for the work performance of any CSP.
5. Management shall check the work status of the CSP's on a regular basis.