

**CONTRACT**

**between**

**PITTSFIELD CHARTER TOWNSHIP**

**and**

**Technical, Professional and Office  
Workers Association of Michigan  
(TPOAM) of Pittsfield Charter  
Township**

**For the period of March 30, 2015  
through December 31, 2016  
Contract Extension January 1, 2017  
through December 31, 2018**

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**CONTRACT BETWEEN PIITSFIELD CHARTER TOWNSHIP AND  
TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF  
MICHIGAN (TPOAM) OF PITTSFIELD CHARTER TOWNSHIP**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

**AGREEMENT**

This AGREEMENT, entered into this 30<sup>th</sup> day of March, 2015, between the Charter Township of Pittsfield, a Michigan Municipal Corporation, hereinafter referred to as the "Employer", and Pittsfield Chapter of Technical, Professional and Office Workers Association of Michigan (TPOAM) of Pittsfield Charter Township, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

**ARTICLE 1 – MANAGEMENT RIGHTS**

The Employer, 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 Constitution 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 in this Agreement, are reserved to and remain vested in the Employers, including, by way of illustration but not limitation, the right to:

- A. Determine methods of operation, policies, and services, including the determination of materials, tools, equipment, and supplies.
- B. Contract out services except as limited by this agreement.
- C. Determine the number, location and type of facilities and installations.
- D. Determine the size of the work force, their duties, assignments, schedules, classifications, and wage rates for new jobs.
- E. Hire, discharge for just cause, discipline and lay-off.
- F. Determine qualifications for promotions and transfers.
- G. Establish and revise reasonable work rules for the orderly and efficient operations of the Employer.

None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the specific provisions of this agreement.

## **ARTICLE 2 – NO STRIKE/NO LOCKOUT**

Neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, or strike against the Employer. The Employer agrees that there will be no lockout.

## **ARTICLE 3 – DISCRIMINATION POLICY**

No employee covered by this Agreement will be discriminated against or be given preference in violation of any applicable federal, state or local law.

## **ARTICLE 4 – RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this agreement for those employees of the Employer in the bargaining unit consisting of:

Full-time, benefitted administrative, utility workers, grounds and maintenance workers excluding all supervisors, managers, firefighters, public safety, part-time, temporary, seasonal, and casual employees.

Regular full-time, benefited employees are those employees who have successfully completed their probationary period and are scheduled to work a minimum of 40 hours per week.

## **ARTICLE 5 – MEMBERSHIP/SERVICE FEE AUTHORIZATION FOR DEDUCTION**

- A. Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.
- B. The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.
- C. Deductions for any calendar month shall be remitted to the TPOAM and be sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- D. The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Township fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in

which such deduction is normally deducted after the error has been called to its attention by the employee or the union.

- E. If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.
- F. The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

#### **ARTICLE 6 – AID TO OTHER UNIONS**

The Employer will not aid, promote for finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

#### **ARTICLE 7 – BARGAINING UNIT WORK**

Supervisory employees and other non-bargaining unit employees will not regularly and routinely perform, on a day-to-day basis, duties which are ordinarily performed by bargaining unit employees; nor will supervisory or other non-bargaining unit employees perform overtime work in any job classification (Article 50 – Wages) for which seniority employees are available, except in case of an emergency, or when available seniority employees do not have the ability to do the required work.

#### **ARTICLE 8 -- REPRESENTATION**

The Union shall be represented by the following union officers and committees:

- A. Union Officers
  - 1. President
  - 2. Vice President
  - 3. Secretary/Treasurer.
  - 4. Two Stewards

An aggrieved employee, after discussing the matter with their immediate supervisor at Step One, may request a Union Officer's assistance as provided in Article 23 – Grievance Procedure, Section 1. The Union Officer will not normally enter into any grievance procedure until requested by the said department or aggrieved employee.

A representative from TPOAM, may be present at all meetings between management and the union.

- B. Committees
  - 1. A negotiating committee and grievance committee shall be one in the same and shall be hereinafter referred to as the negotiating committee.
  - 2. The negotiating committee shall be limited to not more than 3 members. The Union President shall be a member of all committees.
  - 3. Any committee member who attends meetings with the Employer during working hours shall do so at no loss of pay.

The Union shall notify management of the names and addresses of all Officers and committee members.

### **ARTICLE 9 – SPECIAL CONFERENCE**

Special conference on important matters will be arranged between the unit and the Employer or their designated representative, upon request of either party. Such meetings shall be between one or more representatives of the Township and at least 2 representatives of the unit. In addition, a representative from TPOAM may attend. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

The parties will attempt to schedule the conference within ten (10) calendar days after the request is made. Conferences shall be held on a workday. Employees will receive their regular pay during a conference only for that time spent in conference which occurs during the employee's normal working hours.

It is recognized that such special conferences are for clarification purposes and possible resolutions of problems but shall not be in lieu of the grievance procedure or shall not be deemed to expand, in any way, the duty of the Township to bargain with the union.

### **ARTICLE 10 – PROBATIONARY PERIOD**

All regular, full-time employees shall serve a probationary period of six (6) months, during which time they will be termed “probationary employees.”

Probationary employee’s service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed that employee’s probationary period of employment, such employee shall become a regular full-time employee and they shall be placed on the regular seniority list as of their last date of hire.

### **ARTICLE 11 – SENIORITY**

Section 1. Seniority is defined for the purpose of this Agreement as the duration of time an employee has served with the Employer commencing on the most recent date of hire as a full-time employee. Seniority shall be used to rank order employees covered under this Agreement for certain benefits of the Agreement.

Section 2. The Employer shall maintain an up-to-date seniority list for bargaining unit employees. The list will show the name, date of hire, classification (grade) and job title. The list will be provided to the Union upon written request of the Union.

Section 3. An employee's seniority shall entitle such employee only to such rights as are expressly provided for in this Agreement.

Section 4. An employee shall lose his/her seniority for the following reasons only:

- A. Employee resigns or retires.
- B. Employee is discharged and the discharge is not reversed through procedures set forth in this Agreement.
- C. Employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing written proof of his inability to give such notice.
- D. Failure to return from sick leave and leaves of absence will be treated as in (C) above.
- E. If an employee is laid off during the term of this Agreement for a period equivalent to his/her seniority or for a period of two years, whichever is the lesser.
- F. Employee falsifies his/her employment application or other documents submitted by or on behalf of the employee before or at time of hire.

Except for (A) above, the Employer will send written notification by certified mail to the employee at his/her last known address that he/she has lost their seniority, and their employment has been terminated.

Section 5. Employees on an unpaid leave of absence or layoff status shall not accrue seniority. If an employee returns to work, his/her seniority date shall be recomputed to reflect the time off from work.

## **ARTICLE 12 – LAYOFF**

Section 1. Definition of Layoff. A layoff is a reduction in the working force within the bargaining unit due to reasons of lack of work, lack of funds or elimination of a position.

Section 2. Notice Prior to Layoff. Employees to be laid off shall receive at least twenty-eight (28) calendar days' notice of layoff. Such notice shall be delivered to the employee in person if they are working. In the event the employee is not at work, the notice shall be sent to the address of record on file with Human Resources.

The Union President shall be notified of the employees being laid off on the same day the notices are issued.

Section 3. Layoff Procedure. Layoffs will be made in the affected classification and department and bargaining unit in the following order:

- A. All temporary, seasonal and/or casual employees in the affected classification, department and bargaining unit.



- B. All part-time probationary employees in the affected classification, department and bargaining unit.
- C. All full-time probationary employees in the affected classification, department and bargaining unit.
- D. If additional layoffs are necessary, or if there are no Temporary, Seasonal, Casual, part-time or full-time probationary employees in the affected classification and department and bargaining unit, then full-time, non-probationary employees in the affected classification and department who are affected by a reduction in work force and deemed able to perform available work shall be relocated or laid off in reverse order of bargaining unit seniority in the following order of priority:
  - 1. To a vacancy, if any, in the same classification within another department.
  - 2. To a vacancy, if any, in another classification in which the employee has the requisite qualifications in the same pay grade within the department or bargaining unit.
  - 3. To replace the employee with the least seniority in the same classification, if any, within the bargaining unit.
  - 4. To replace the employee with the least seniority in another classification in which the employee has the requisite qualifications in the same pay grade, if any, within the bargaining unit.
  - 5. To a vacancy, if any, in a classification in which the employee has the requisite qualifications assigned to the next lower pay grade within the department.
  - 6. To a vacancy, if any, in a classification in which the employee has the requisite qualifications assigned to the next lower pay grade within the bargaining unit.
  - 7. To replace the employee with the least seniority, if any, in the classification in which the employee has the requisite qualifications assigned to the next lower pay grade within the bargaining unit.
- E. The procedure set forth in Item (D) above shall be applied for all employees who are replaced as a result of the application of the above procedures until he/she is relocated or laid off.
- F. Any employee moved to a lower classification due to a reduction in the work force in their current classification will be placed on the salary schedule at the indicated rate for that lower classification within the same step. The date for the employee step increase remains the same as prior to the reduction in classification.
- G. The employees will be allowed to waive their seniority rights, if they so desire. The employee shall be notified in writing of relocated position or layoff. He/she shall have five (5) working days to accept or deny relocated position. Failure to respond shall result in automatic layoff.
- H. When employees are on lay-off, the Township will not contract out the services which employees on lay-off could perform.

## **ARTICLE 13 – RECALL PROCEDURE**

When the working force is increased after a layoff, employees in the affected classification and department will be recalled in the inverse order of their layoff subject to the same qualifications utilized in the layoff procedures. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of the notice of recall, they shall be considered to have voluntarily terminated their employment. The Employer shall grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report to work.

## **ARTICLE 14 – MILITARY LEAVE**

An employee who enters into the military service of the United States shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws.

## **ARTICLE 15 – LEAVES OF ABSENCE**

Section 1. General Leave. Any employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Township Supervisor. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Township Supervisor or his/her designated representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Section 2. Illness or FMLA Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- A. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- D. The employee is unable to perform the essential job functions because of a "serious health condition" as defined

FMLA leave denoted as (a) through (c) above, are only available to employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the

FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

- A. FMLA shall run concurrently with any other leaves allowed.
- B. All leaves (self, family or intermittent) shall be treated consistently.
- C. When taking FMLA, an employee must first use accrued sick banks (with the ability to retain up to 72 hours in their accrued sick banks), then at the employees discretion may use accrued vacation banks, accrued compensatory banks or unpaid time for the remainder of the FMLA leave.

If either the employee or the employer designates paid leave as family and medical leave after leave has begun (e.g., when an employee requests an extension of a paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave. The inability to work because of proven sickness or injury shall not result in the loss of seniority.

Section 3. Prolonged Illness Leave. Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted to an ill or injured Employee. This leave may be granted to an Employee who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- A. During this period the Employee shall retain the position and job classification attained prior to the leave.
- B. Should an Employee not return to work in accordance with the approved leave schedule or apply for and be granted a prolonged illness leave extension, he/she will be considered a voluntary quit.
- C. If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board. The Employee must provide a physician's statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.
- D. During the first six (6) months of a prolonged illness leave, health, life, and dental insurance will remain in effect with premiums paid by the employer. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, if granted in (c) above, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

## **ARTICLE 16 – JURY DUTY**

Any employee required to serve on jury duty will suffer no loss of pay, but will submit any payment received from the court (minus mileage reimbursement) to the Employer. If the employee is not selected to serve on a panel, or is not paid for a full day by the court, he or she is expected to return to work at the Employer for the duration of that day.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

- A. Family – An Employee will be granted a maximum of five (5) leave days with pay beginning on the date of the employee's choosing within 30 days of a death in the immediate family. Immediate family shall be defined to include parents, parents of current spouse, spouse, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents or grandchildren, step-parents, stepbrother, stepsister, and step-children of a current spouse or other relatives living in an Employee's home. These days shall not be deductible from accumulated sick time. Supporting documentation may be required. In addition, in accordance with the above, an employee will be granted one (1) leave day with pay to attend the bereavement of an employee's great grandparent, aunt, uncle, niece, nephew, or the grandparents/great grandparents of the current spouse. An additional leave chargeable to the Employee's sick leave, vacation or personal, may be granted due to the death of a current spouse or children when approved by the Director of the Department in which the employee works.
- B. Funeral Leave for Other than Family – Employees may use vacation time, personal time or leave without pay to attend the funeral of friends, neighbors, and others outside of the family.

## **ARTICLE 18 – TEMPORARY ASSIGNMENTS**

When an employee is assigned to a higher level bargaining unit position, the employee's wage rate will be increased by 5% for the duration of the assignment if the employee is in the assignment for at least 31 days. The increase will be retroactive to day one. An employee who works in a temporary assignment for less than 31 days will receive no additional compensation. The Employer shall select the employee to be placed in a temporary assignment based on qualifications and seniority within the department.

## **ARTICLE 19 – VACANCIES**

All vacancies and/or newly-created positions within the bargaining unit which the Employer desires to fill shall be posted setting forth salary, classification, grade level and job description and will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. All bargaining unit members interested shall apply in writing within the five (5) working day posting period.

All bargaining unit applicants for the vacancy or newly created position will be interviewed by the department head. At the department head's discretion, the interview may be conducted by a selection committee selected by the department head.

The Employer retains the right to fill a vacant bargaining unit position from within or from outside the bargaining unit. If the Employer determines outside applicants are to be considered, the advertisement will not alter the job criteria of the original internal posting. In the event the Employer solicits non-bargaining unit applicants, bargaining unit applicants will be interviewed first, subject to the employee's availability. In the event the Employer decides not to fill a position, it will notify the Union President and, upon request, discuss the matter with the Union President.

Trial Period –

- A. If a bargaining unit member is selected to fill a vacant position (promotion or lateral move), he/she will be on a thirty (30) day trial period.
- B. During the thirty (30) day trial period, either the employee or the Employer can initiate the return of the employee to the employee's former position.
- C. If the Employer initiates the move, the employee can file and process a grievance through Step 2 of the grievance procedure. The grievance is not subject to arbitration.

## **ARTICLE 20 – RATES FOR NEW JOBS**

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, the Union will be notified in writing of the new classification and the proposed rate of pay for the classification. The rate of pay for the new classification shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. Within ten (10) days following notification to the Union, the Union may request, in writing, to meet the Employer to negotiate the rate for the classification. Any rate negotiated shall be retroactive.

## **ARTICLE 21 – DISCIPLINE AND DISCHARGE**

### Section 1.

- A. The Employer shall not discharge or suspend any seniority employee without just cause.
- B. Prior to an employee being disciplined or being questioned about an incident which may result in a disciplinary action, the Employer will inform the employee and the Union about the nature of the infraction and allow the employee to have a Union representative present if he/she desires.
- C. If the Employer determines that it is necessary to suspend an employee in order to complete an investigation relative to charges made against him/her, the employee shall be suspended without pay. In the event the Employer determines that there has been misconduct, the employee will be charged after the investigation. In the event the Employer determines that there has not been misconduct, the employee will be paid for the duration of the suspension. In this event, any investigative report will reflect that no disciplinary action was administered.
- D. The Employer agrees that notification of possible disciplinary action will be done in a timely manner.

Section 2. In the event that an employee feels that he/she has been unjustly dealt with, said employee shall have the right to file a Step 2 grievance with the Employer within seven (7) calendar days from the date of his/her discipline. If no grievance is filed within the time specified, then said discipline or discharge shall be deemed to be final.

Section 3. In imposing discipline on a current charge, notations regarding verbal reprimands and written reprimands will be disregarded after twelve (12) months, provided no further disciplinary action of any kind has been issued.

## **ARTICLE 22 – PERSONNEL FILE**

There shall be a personnel file for each employee maintained by Human Resources. An Employee will be allowed to review his/her file consistent with the Bullard-Plawecki Employee Right to Know Act.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a difference, dispute or complaint between the Employer and the Union as to the application or interpretation of this Agreement; and it is mutually agreed that grievances shall be only allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided. All differences, disputes or complaints between the Employer and members of this bargaining unit as to the application or interpretation of the Agreement shall be adjusted solely by the grievance procedure outlined herein. The sole remedy available for a grievance by a member of this bargaining unit shall be the grievance procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manor between the Employer and the Union. The Union President or his/her designee will be allowed reasonable time to investigate and handle legitimate grievances during working hours without loss of pay. Prior notification and approval by the Union Representative's supervisor will be required.

Section 2. Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly through the following steps:

Step 1: By oral conference between the aggrieved employee, and the immediate supervisor and, if not resolved, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within seven (7) calendar days of the events giving rise to the alleged grievance.

Within seven (7) calendar days of receipt of the written grievance, a conference between the aggrieved employee, the Union Representative, and the Department Head (or designee) will be held.

Within seven (7) calendar days after the conference, the Department Head shall give his decision to the Union, in writing. The written grievance shall contain the following information:

1. The name or names of the employee's involved.
2. The nature of the grievance.
3. Specific article(s) and section(s) violated.
4. The relief requested.
5. The date of the grievance.
6. The pertinent facts which will facilitate investigation of the grievance.
7. An explanation of how the agreement was violated (i.e., the basis for the grievance).

Step 2: Within seven (7) calendar days after the disposition of the grievance at the Step 1 level, the Union may request, in writing, that the grievance be advanced to this step and within fourteen (14) calendar days of the Step 2 request, a hearing shall be held between the Union Representative and the Director of Human Resources or his/her designate. A decision will be rendered within seven (7) calendar days after this hearing.

Step 3: Arbitration

1. If the grievance is not settled at Step 2, the Union has 14 calendar days to notify the Employer of its intent to arbitrate. In the event the Union does not provide notice, the grievance will be considered withdrawn.
2. If a timely notice of intent to arbitrate is submitted by the Union, the eligible Arbitrator from the parties' Panel of Arbitrators shall be advised of his/her selection by the parties within fourteen (14) days after the Union's notice of intent to arbitrate. Arbitrators on the parties' Panel of Arbitrators shall be designated on a rotating basis. No one Arbitrator may be designated to hear more than one case at a time. The parties' Panel of Arbitrators is as follows: Anne Patton, Barry Brown, Mario Chiesa, Peter Jason, C. Keith Groty and Mark Glazer.

Section 3.

- A. Expense of Arbitration – Expenses for the Arbitrator's services and the proceedings shall be borne as follows:
  1. By the Union, if none of the relief requested by the Union is granted.
  2. By the Employer, if all of the relief requested by the Union is granted.
  3. One half each by the Union and the Employer, if some, but not all, of the relief request by the Union is granted.
  4. Each party shall be responsible for compensation of its own representatives and witnesses, except that bargaining unit employees required to testify at the arbitration hearing shall continue to be paid by the Employer.
- B. The Arbitrator's decision shall be final and binding on the Employer, the Union, and the Grievant.
- C. The Arbitrator shall limit his/her decision to the strict interpretation, application or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:
  1. Contrary to, inconsistent with, modifying or varying in any way the terms of this agreement.
  2. Limiting in any way, the powers and duties of the Employer under its Charter or applicable law or the Agreement.
  3. Establishing or changing wage scales or economic benefits.
  4. Granting any right or relief for any period of time whatsoever prior to the effective date of this agreement.

Section 4. The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.

## **ARTICLE 24 – HOURS OF OPERATION**

The normal hours of operation for the Employer are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The normal workday for employees shall be eight (8) hours of work (8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m.). For Departments with Field Operations, starting and ending times may be modified (i.e., earlier or later start/end times) to meet the business needs. The normal work week shall be (40) hours of work. The Employer reserves the right to change the work days or the starting and/or ending times of the workday.

Prior to any changes in work hours, 30 days' written notice will be given to the union and if requested by the union a special conference will be scheduled. Schedules will not be changed for the sole purpose of avoiding overtime.

## **ARTICLE 25 – BOARDS AND COMMISSIONS**

Special meeting pay is a flat rate of \$60.00 per meeting or time and a half, whichever is greater. It is paid to a regularly hourly rated administrative employee selected by the Township for serving as recording secretary at after hour meetings of various Township boards and commissions. An employee may elect to take compensatory time-off, in straight time, in lieu of pay if requested, approved in advance by the department head.

## **ARTICLE 26 – OVERTIME**

Overtime is paid to a regular, hourly rated employee for all hours worked in the excess of forty (40) hours per week. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked over forty (40) for work on days Monday through Saturday. Overtime shall be compensated at the rate of double time (200 percent) of the employee's regular hourly rate for all hours worked on Sunday. All overtime must be approved by the department head and submitted to the payroll clerk on the time sheet for the week in which it occurred. Time off work for vacation, approved sick leave or personal time and holidays shall be considered hours worked for determining overtime.

## **ARTICLE 27 – CALL IN/ON-CALL PAY**

- A. Call In Pay – Payment of three (3) hours minimum time at the rate of time and one-half, shall be made to any employee who has been called into work for call-in time not contiguous with the regular work scheduled. Call-in time shall be paid to any employee who has been called into work before or after scheduled working hours. Call-in pay shall start when the employee returns for work.

Call-in for a holiday will be paid at the regular rate plus time and one-half (1.5) hours.

- B. On-Call Pay – It is recognized that members within some departments are required to be “on-call” on a rotational basis. Although this has been taken into account in establishing the rate of pay for those classifications, individuals who are assigned to a weekly on-call status will receive an additional daily stipend (calculated at the rate of one (1) additional hour per week day (Monday-Friday) and one and one-half (1.5) hours per Saturday and two (2.0) hours per Sunday for a total of eight and one-half (8.5) hours pay straight time per week for being on-call.



## **ARTICLE 28 – PAY DAYS**

The Employer will provide bi-weekly paydays. Each employee shall be provided with an itemized statement of earnings and withholdings to date with each check.

## **ARTICLE 29 – FINANCIAL INSTITUTIONS**

The Employer agrees to deduct from each employee a specified sum from each and every payroll, and to deposit said sum in a financial institution of the employee's choice as specified in writing by such employee. The employee may revoke at any time this authorization and assignments by filing with the Employer a statement that he/she does not wish the Employer to continue making such deductions, provided that such revocation shall be effective for ten (10) days from the date it is received by the Employer.

## **ARTICLE 30 – BULLETIN BOARD**

The Employer shall provide a bulletin board in the facility for the use of the Union. All notices posted must have the signatures of a Union representative and shall be limited to notices of Union meetings and social affairs, notices of Union elections and results thereof, and other official business of the Union. It is agreed that all other notices prior to being posted shall be submitted to the Employer for approval.

## **ARTICLE 31 – NEW EMPLOYEES**

The Employer agrees to provide to each current and new employee a copy of this Agreement and employee handbook.

- A. Notice to Union – The Union shall be notified in writing of all hiring of new employees within ten (10) working days from the date of hiring. Such notification to include classification, rate of pay, name, address, and phone number. Notification to be sent to the Chapter President.
- B. Distribution of Agreement/Employee Handbook – The Employer agrees to provide new employees a copy of the Agreement and employee handbook on the first day of employment.

## **ARTICLE 32 – UNIFORM ALLOWANCE**

For those Departments that require a uniform as part of the operations, a uniform clothing allowance will be provided to each applicable employee. Uniform clothing will be purchased through the approved Township vendor. New employees will receive an initial five hundred dollars (\$500) to purchase the requisite uniform clothing, and thereafter, the employee will receive three hundred dollars (\$300) per year for uniform clothing. All shirts, vests and jackets will have the Township logo applied in a visible location on the article of clothing (typically the left upper chest area). The cost of having the logo applied is included as part of the uniform clothing allowance.

The following Personal Protection Equipment (PPE) will be provided at the Employer's expense for those employees who are required to use it as part of their job responsibilities:

- A. Hard Hats – Employees working under hazardous conditions shall be furnished with hard hats which must be worn while at the job site.
- B. Work Gloves – Employees are furnished work gloves for use during work hours. Worn gloves may be exchanged for new gloves with the Department Head.
- C. Safety Goggles – The Employer will provide non-prescription safety goggles for employees. Safety goggles should be worn at all times in the vicinity of power tools. The Employer will replace or repair safety goggles damaged through work, provided they were not abused.
- D. Safety Shoes – All employees who are required to wear safety work shoes while working. The Employer will provide steel toe safety shoes according to MIOSHA standards. Employees will receive reimbursement of up to two hundred dollars (\$200) for a replacement pair of safety work shoes every twelve (12) months. If safety work shoes are ruined as a result of the employee performing their job before the twelve (12) month period, they will be replaced sooner as approved by management.
- E. Weather Protection – The Employer will provide rain gear, winter coat and overalls to protect employees' from the effects of cold and wet climate conditions. Rain gear and winter gear will be replaced every four (4) years. The Employer reserves the right to choose the type of gear provided.

The Employer will provide protective clothing and safety items as required by the employees' jobs. In the event that clothing is damaged during the course of work activities it will be replaced as approved by management.

### **ARTICLE 33 – PAID HOLIDAYS**

- New Year's Day
- M.L.K. Day
- President's Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Day

If a designated holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

- A. Employees shall be paid a regular scheduled day's pay for said holidays.
- B. Employees required to work on a holiday shall be paid time and a half for all hours worked, except for Thanksgiving Day, the day after Thanksgiving, Christmas Eve,

Christmas Day, New Year's Eve and New Year's Day where they will be paid double time, plus holiday pay. However only the regular scheduled holiday pay shall be used in computing the work week.

- C. An employee must work the last scheduled working day before and the first scheduled day after each holiday in order to qualify for holiday pay unless the employee has received an excused absence (sick leave, vacation leave, or personal day leave) from Management prior to the holiday. Any employee on layoff, suspension (not subsequently overturned) drawing worker's compensation payments, or on any other leave will not receive pay for the holiday.
- D. If an employee schedules a vacation during a period in which a holiday occurs, the employee will not have to use a vacation day on the holiday. The employee will receive holiday pay for that day.

### **ARTICLE 34 – VACATION POLICY**

All vacations must be scheduled in advance with the department head and placed on the Employer's calendar. Vacation may be taken at any time that does not conflict with the needs of the department. In cases of conflict, employees with greater length of service will be given preference of vacation dates. All vacation time is allocated on January 1<sup>st</sup> of each year. A year-to-date record shall be reflected on each paycheck.

Earned Vacation – Each employee will be granted vacation leave at the rate of one (1) day per month worked (beginning with the date of hire) for the first sixty (60) months, and one and one half (1-1/2) days per month worked thereafter. After ten (10) years of eligible service the employee is entitled to nineteen (19) vacation days each year, accrued on a monthly basis. For purposes of this provision, an employee must work at least ten (10) days in a month to constitute a “month worked.” Any paid time, (personal, sick, bereavement, holidays and jury duty time) shall be counted as time worked under this provision. A probationary employee may not use any vacation time, until completion of probationary period.

Carry-Over of Vacation Days – Employees are encouraged to use vacation time during the calendar year in which it is earned. An employee may carryover a maximum of 25 vacation days into the succeeding calendar year. In no event will more than 25 vacation days be part of an employee's final average compensation. In the event that an employee's accumulated time exceeds 25 unused vacation days at the end of the fiscal year, those days in excess of 25 days will not be carried over into the next calendar year.

Upon termination, you will be paid for any unused vacation that has been earned through your last day of work, at your then-current rate of pay, except in the following situations:

- If you fail to provide at least two (2) weeks' written notice in advance of voluntarily resigning your employment with Pittsfield Township,
- If you fail to work all scheduled days from the time of notification to the date of resignation, or
- If you are discharged and not reinstated.

## ARTICLE 35 – SICK LEAVE POLICY

Employees shall accrue sick time days at the rate of one (1) day per month worked beginning with their date of hire. For purposes of this provision, an employee must work at least ten (10) days in a month to constitute a “month worked.” Any paid time (vacation, personal, sick, bereavement, holidays and jury duty time) shall be counted as time worked under this provision. Sick days may be accumulated to ninety (90) days. Department heads shall be responsible for reviewing and approving employee sick leave.

All sick leave time is allocated on January 1<sup>st</sup> of each year. A year-to-day record shall be reflected on each paycheck. Any leave of absence taken by an employee under this Article shall reduce the Employer's obligation under the Family and Medical Leave Act.

### A. Daily Notification

1. Employees are required to give daily notification, or other appropriate notice, to their immediate supervisor or department head of the necessity for taking sick time. They will not be required to provide specific information on the illness except to Human Resources when requested. Notification must be given no later than thirty (30) minutes after the start of each workday. The Employer may refuse to allow paid sick leave where the employee has not given timely notice.
2. Sick time may be used for the employee's own illness or injury, or to care for an ill parent, child or spouse living in the employee's household.

B. Doctor's Certificate – A doctor's report may be requested and must be submitted by the employee to Human Resources if the employee has used three (3) consecutive sick leave days or the Employer suspects abuse of sick leave by an employee, in which case the Employer can also and require that the employee provide a Doctor's Certificate to Human Resources the next time the employee calls in sick. In the event the request for a doctor's report is made, and the employee does not furnish a certificate, sick leave pay will be denied.

C. Holiday During Sick Leave – An employee using sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick time pay.

D. Sick Leave Pay Base – Accumulated sick leave credits will be paid for each day of sickness at the employee's regular straight time rate for eight (8) hours, exclusive of any insurance benefits.

E. Illness During Scheduled Vacation – An employee who becomes ill while on vacation will be required to provide proof to Human Resources, by physician's statement, of the illness. If the employee desires, and has sufficient accumulated sick leave, the vacation leave may be converted to sick leave, upon notification to the Township Supervisor upon return from vacation.

F. Doctor Appointments During Work Hours – Employees are urged to make doctor and dentist appointments on weekends and after work hours. When it is necessary to make such appointments during the regular workday, the employee must provide advance notice to their immediate supervisor and, to the extent possible, scheduled the appointment at a mutually agreeable time. Time off for appointments will be reported on the time sheet for the pay period in which incurred. The time-off will be deducted

from accumulated sick leave in one (1) hour increments.

G. Doctor's Statement

In order to constitute a "proper doctor's certificate," the certificate must contain the following information:

1. Date treated by doctor;
2. Diagnosis;
3. Date employee may return to work;
4. Signature of Employee's doctor.

To be a proper doctor's statement, the statement must also be turned into Human Resources upon the employee's return to work (unless required earlier).

H. Absenteeism – See Article 49.

I. Terminal Sick Leave Benefits – Sick Leave Benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Upon termination, you will be paid for one-half (½) of any accumulated sick leave at your then-current rate of pay, except in the following situations:

- If you fail to provide at least two (2) weeks' written notice in advance of voluntarily resigning your employment with Pittsfield Township,
- If you fail to work all scheduled days from the time of notification to the date of resignation, or
- If you are discharged and not reinstated.

### **ARTICLE 36 – TUITION REIMBURSEMENT**

Any regular full time employee is eligible for tuition reimbursement providing the following conditions are met:

- A. The employee must have held employment status as a regular employee of the Employer for a period of no less than twelve (12) consecutive months on the date of starting an approved course.
- B. The course is directly related to the assigned duties of the employee in his/her present position and direct application of knowledge to be gained in the course that can be clearly stated; or the course is in preparation for possible future duties that may be assigned the employee in his/her present position or is a course in the employee's filed.
- C. Sufficient funds have been appropriated in the adopted budget of the Employer to cover the costs of reimbursing the tuition.
- D. Reimbursement, upon satisfactory completion of an approved course with a grade of "C" or better for undergraduate courses and of "B" or better for graduate courses, shall be one hundred percent (100%) of expenses associated with the approved course (e.g., tuition, books, technical fees, labs, registration fees, etc.).
- E. The employee submits a Tuition Enrollment request and it is approved prior to starting classes.

- F. The course work and class time is to be completed during the non-regular working hours of the employee.
- G. Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for such approved course is to be presented to the Human Resources for verification and processing in order to receive any tuition reimbursement from the Employer.
- H. Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a pro-rata basis from the Employer's assistance payment.
- I. An employee shall be required to repay all money received under this Article in the event the employee separates from the Township within a three-year period subsequent to completion of the course, in accordance with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Repaid:</u>
After less than 1 full year	Repaid in full
After one (1) full year but less than two (2) years	66-2/3% repaid
After two (2) full years but less than three (3) years	33-1/2% repaid
After three (3) full years	No repayment

- J. Repayment shall be in one lump sum to be deducted from the employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the employee upon separation of employment in the event there are not sufficient funds in the employee's final paycheck.
- K. The maximum tuition reimbursement per participant shall be one thousand and eight hundred dollars (\$1,800.00) per fiscal year.

**ARTICLE 37 – PERSONAL DAYS**

It is agreed that each full-time employee shall receive up to three (3) days each calendar year of the contract in which the Employee may conduct personal business. One personal day shall be earned for each full, four (4) months of work in the previous year.

A month of work will be any month in which the Employee works ten (10) days or more in the month. For purposes of this provision, any paid time (vacation, personal, sick, compensatory, holidays and bereavement leave) shall also be counted as time worked.

The Employee is required to give reasonable notice (at least 72 hours) prior to the use of a Personal Day except in the case of an emergency, so deemed by the Employees' immediate Supervisor. Paid Personal Days shall continue to be granted by the Employees' Supervisor subject to the staffing needs of the department. These personal days are non-cumulative and shall not accrue beyond the end of the fiscal year in which the days are provided.

Personal Days for Probationary Employees – Recognizing that circumstances may arise during the first six (6) months of employment, when this benefit does not normally apply, a new employee may make a request directly to the Township Supervisor for one (1) personal day. It is highly recommended that this procedure be used only in the case of

extreme situations, and that prior approval of the immediate supervisor and the department head should be requested before entering the request to the Township Supervisor.

### ARTICLE 38 – LONGEVITY

Employees hired before March 30, 2015 will be entitled to longevity pay based on the following schedule:

After 5 years of employment	\$ 700.00
After 10 years of employment	\$1,300.00
After 15 years of employment	\$1,700.00

Longevity shall not be paid to any employee hired on March 30, 2015 and thereafter.

The following three examples illustrate the process used to determine the eligibility of a staff member to receive the longevity benefit.

Employee John Doe is hired on May 31, 1999 and continues full time without a break in service through a five (5) year period ending on May 31, 2004. Beginning June 1, 2004, John begins his sixth (6<sup>th</sup>) year and is eligible to receive annual longevity pay of \$700.00. However, since he will only have seven (7) months of eligibility, the amount will be pro-rated and, in December he will receive a lump sum payment of seven-twelfths (7/12) of \$700.00. In the following year, John will receive the full \$700.00 in a lump sum payment in December and for each year through the current year.

In the year 2009, John will have completed ten (10) years of service through May 31<sup>st</sup> and will begin his eleventh (11<sup>th</sup>) year on June 1<sup>st</sup>. John will receive five (5) months of longevity at the \$700.00 rate and seven (7) months of longevity at the new rate of \$1,300.00.

After John has completed his fifteenth (15<sup>th</sup>) year the same formula will apply. Beginning with the sixteenth (16<sup>th</sup>) year he will receive five (5) months at the \$1,300.00 rate and seven (7) months at the \$1,700.00 rate.

### ARTICLE 39 – HEALTH INSURANCE

Section 1. The Township will provide group health care benefits through a carrier that provides national access to providers. The selected healthcare provider will be communicated annually to Employees. Core benefits of the health care plan shall include:

Deductibles	\$500 Single/\$1,000 Family
Co-Insurance	90% / 10%
Preventative Care/Screening/Immunization	\$0
Point of Service Co-Pays:	
• Office Visit	\$20
• Chiropractic	\$20
• Specialist	\$40
• Urgent Care	\$40
• Emergency Room (Non-Emergency)	\$250

Prescriptions  
Out of Pocket Maximums

\$10/Generic; \$40/Brand Name; \$80/Tier 3  
\$750 Single/\$1,500 Family

Future health care coverage will maintain the same level of chiropractic, physical/occupational/speech therapy, substance abuse and psychiatric (no limit) visits as the 2014 Blue Care Network Plan.

Employees will be responsible for the PA 152 cost share of said premium as authorized by the Pittsfield Charter Township Board of Trustees.

Section 2. A Section 125 Plan shall be adopted by the Township.

Section 3. Regular, full-time employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. Employees shall be required to show that they have qualified health care coverage through a source other than Pittsfield Township before said Employee will be eligible to participate in the opt-out program. A participating Employee will be entitled to an annual opt-out stipend of Two Thousand, Five Hundred Dollars (\$2,500).

- A. Said payment shall be made as an adjustment to a regular paycheck in December each year. Only those employees employed as of the date of payment and were enrolled in the opt-out plan shall be entitled to the payment in lieu of insurance.
- B. Said payment shall be for the twelve (12) calendar billing periods each year or any pro-rated amount thereof if the employee was hired after the beginning of a calendar year.

#### **ARTICLE 40 – DENTAL INSURANCE**

The Township will provide dental insurance to the Employee with the following levels of coverage):

- Class I, diagnostic and preventive, emergency palliative, brush biopsy 100%;
- Class II, radiographs, major and minor restorative services, periodontic services, endodontic services, oral surgery, relines and repairs and other basic services 50%;
- Class III, prosthodontic services 50%.
- Class IV, orthodontic services, 50%

Maximum Contract Benefit on Class I, II and Class III benefits is \$1,000.00 per person per contract year. Class IV, orthodontics 50%, with a \$1,500.00 lifetime maximum per eligible person.

If an Employee's spouse is employed by the Township, only one family plan will be provided for the two of them.



## **ARTICLE 41 – OPTICAL INSURANCE**

The Township will provide family optical care benefits coverage once every 12 months on a calendar year basis (January 1<sup>st</sup> through December 30<sup>th</sup>) from a provider of choice per eligible family member. Coverage includes eye examination, single lens prescription, multi-focal lenses, plastic lenses, oversized lenses, or contact lenses to a maximum of \$300.00. Paid receipts must be submitted to Human Resources for reimbursement processing.

## **ARTICLE 42 – LIFE INSURANCE**

The Employer will provide group life insurance coverage equal to one and one half (1-1/2) times an employee's base salary to the nearest five-thousand (\$5,000) dollar unit.

## **ARTICLE 43 – INSURANCE ELIGIBILITY**

Section 1. Health, Life, Dental and Optical shall become effective on the first of the month following the employee's date of hire, provided the employee is actively at work on the date the insurance is to be effective and the employee enrolls in the applicable plan(s).

Section 2. Health, Life, Dental and Optical cease upon the date the employee's service are terminated or the date the employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 15, where health insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations.

Section 3. Eligibility, coverage and benefits under the Health, Life, Dental and Optical Plans are subject to the availability of such plans and the terms of conditions contained in the contracts between the Township and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein.

## **ARTICLE 44 -- RETIREMENT**

Employees in this bargaining unit who meet all requirements for retirement under the Federal Social Security System (i.e., age sixty two (62) or older, or by reason of disability qualifications), and have served in a full-time capacity for a period of ten (10) years or more and are currently employees of the Employer, or are age sixty (60) or older and vested in the Municipal Employees' Retirement System (MERS) and currently employees of the Employer, are eligible to retire from employment with the Employer. Upon retirement, an employee will have the following privileges:

### Section 1. Pension Plans.

For Employees hired prior to March 30, 2015 the retirement benefit will be a Michigan Municipal Employees Retirement System (MERS) defined benefit plan with benefit levels of B2, FAC3, and ten year vesting. Employees will participate by contributing two percent (~~23?~~%) percent of their total compensation and the employer is responsible for the remaining contribution as determined by the MERS annual actuarial report.

For Employees hired March 30, 2015 and thereafter, the retirement benefit will be a Hybrid pension plan with the following features:

- Defined Benefit: 1.5% multiplier, FAC 3, Six year vesting and F55/25
- Defined Contribution: 5% Employee contribution of their total compensation

Section 2. Medical Plans.

- A. For the life of this agreement, the Township will provide retiree health care for an employee and the employee's spouse at time of retirement under the following terms and conditions (provided he/she remains the spouse).
- B. To be eligible for retiree health, the employee must have 25 or more years of service with the Township, and be at least 60 years of age at time of retirement, and be employed by Pittsfield Township prior to December 31, 2006.
- C. The Township will pay 90% of the applicable retiree health care costs as reflected by the applicable premium (or COBRA rates if the Township becomes self-insured) if an eligible employee retires with 25 years of service. The above percentages shall not apply to any employee in the bargaining unit on December 31, 2006, with
- D. 10 or more years of service by December 31, 2009.
- E. For employees hired after December 31, 2006, the Township shall only pay the cost of single subscriber up to \$600 per month.
- F. The premium for any eligible dependents is the sole responsibility of the retiree. If the retiree wishes to include the eligible dependents under the group plan coverage, premiums will be prorated and paid for quarterly, in advance, by the retiree to the Employer.
- G. At the time Medicare coordination of benefits provision becomes available to the retired employee and/or spouse, this shall be the only responsibility of the Employer, and will be paid for by the same. Medicare coordination of benefits for retiree's dependents will remain the responsibility of the retired employee. The policy premium payment will be paid quarterly in advance.
- H. A spouse who survives a retired employee is entitled to receive the same benefits as herein provided.
- I. Coverage and benefits for Retiree Health Care Benefits will mirror the plan design of existing active employee health care benefits (i.e., retiree benefits change when active employee benefits change). In no event shall prescription drug coverage for retirees exceed that offered to active employees.
  1. The Township shall terminate the participation TPOAM members in the MERS Health Care Savings Plan effective as soon as possible. If an employee terminates employment prior to the ten (10) year vesting period, the previously contributed Employer's contribution on behalf of the employee shall be forfeited and the forfeited funds shall be rolled over into the Township's retiree health funding vehicle.

2. Those employees that contributed 1% of their base salary to the program shall remain with the MERS Health Care Savings Plan until the employee separates employment from Pittsfield Charter Township.

Section 3. Other Group Insurance Plans. Retired employees may be allowed to continue on other Employer group insurance plans (i.e. life insurance, etc.) but shall be limited by the rules of the carrier. Premiums for these group plans will be the responsibility of the retiree, and shall be paid to the Employer in advance. The retiring employee may convert to individual benefit policies under the rules of the group plan.

Section 4. Retiree Employment. If a retired employee of the Employer assumes a position with another employer, and hospitalization coverage is available or provided by such employer, the Employer is no longer liable for this coverage.

Section 5. Terminal Benefits. Retiring employees are eligible for any accumulated vacation, personal and/or sick leave in accordance with the rules for their use.

Section 6. Voluntary Pension Plan. Members of this bargaining unit may voluntarily make tax deferred contributions to an IRS Code 457 plan with qualified 457 Deferred Compensation Plan provider established with Pittsfield Charter Township up to the maximum amount allowed by law.

#### **ARTICLE 44 -- BONDS**

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Employer.

The primary obligation to procure the bonds shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, it must so notify the employee in writing. Failure to give such notice shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangement: standard premiums on said bond to be paid by the Employer.

#### **ARTICLE 45 – WORKERS’ COMPENSATION**

An employee who is injured on the job shall receive such compensation as is prescribed by the Workers' Compensation Law of the State of Michigan.

While the employee is receiving workers' compensation, the employee may choose to supplement his/her income by using accrued sick time. The Employer shall continue to pay the health, dental, optical, and life insurance coverage for a maximum of one year.

An employee receiving workers' compensation shall have the right to return to the position and job classification attained at the time workers' compensation began for a period of up to six (6) months from the date of disability. If the employee is not able to return to work within six (6) months, the employee will have the right to return to another position the employee is qualified to fill, if one is available, for up to an additional six (6) months. The employee has no right to return to work after being off work for a period of one (1) year. This provision is in place of a prolonged illness leave. A prolonged illness leave (Article 15 – Leaves of

Absence) is not available to an employee who is off work due to a work-related injury or illness.

If the employee's claim is redeemed or the employee takes a duty disability retirement, this will end all obligation of the Employer to provide fringe benefits or payment to the employee in this section, or any right the employee has to return to work.

#### **ARTICLE 46 – EMERGENCY ALERTS**

- A. The Township Supervisor or designee shall have the responsibility to declare that the Employer's offices cannot be opened or operated, or that they must be closed due to an emergency alert.
- B. Employee Responsibility – It shall be the responsibility of each employee to seek out all possible information relating to the Employer declared emergencies. This information will be made available on WAAM radio (1600 AM).
- C. Length of Closing – Having declared an emergency, the Township Supervisor shall issue an order setting forth the expected length of the emergency closing.
- D. Compensation During Emergency – Employees shall not be subject to a deduction in pay when the offices are closed during an emergency.
- E. At Work When Offices Declared Closed-Employees who are at work when a determination is made that the offices must be closed shall not be subject to a deduction in pay. However, employees who continue to work when they have been excused shall not be entitled to any extra compensation.
- F. Make-Up Time or Loss of Pay – If an employee is unable to make it to work because of a hazardous condition such as "snowed in at home," but the Employer offices have not been closed, the employee shall be required to make the time up, be subject to a deduction in pay or have the option of having time deducted from either vacation, personal or sick time.
- G. Emergency Personnel Working When Offices are Closed – Employees who, by the nature of their jobs, are required to work during an emergency, when other personnel are "excused but paid," shall be compensated by equivalent time-off at the convenience of the Employer.

#### **ARTICLE 47 – SAFETY**

It is the policy of the Employer to provide a healthy and safe place to work for each and every employee. The Employer shall abide by and enforce all safety and health regulations as set by federal, MIOSHA, and local governments. All employees are urged to utilize good safety and health practices as dictated by job location, and circumstances. Employees should report any unsafe conditions or practices to their immediate supervisor or to the Township Supervisor.

It is the duty of the employee and he/she shall immediately report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not require

employees to take out on the streets or highways any vehicle that is not safe in operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained.

An employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in unsafe operating condition, and receives no consideration from the Employer, he/she shall take the matter up with the Safety Officer who will take the matter up with the Employer.

Should a Safety Committee be formed, the Union has the option to name a member of the bargaining unit to the Safety Committee.

#### **ARTICLE 48 – SUBCONTRACTING**

Except as provided below, the Employer will not subcontract out bargaining unit work that will result in the layoff of a bargaining unit member. The Employer retains the right to contract out bargaining unit work that results in the layoff of a bargaining unit member in the following situations:

- A. Work is performed by another governmental unit, agency, authority, consortium or joint public venture.
- B. Work is performed by another entity as the result of the Employer complying with State or Federal legislation or regulations.

#### **ARTICLE 49 – ABSENTEEISM**

Regular and prompt attendance is essential to the efficient operation of the Employer.

Excused and Unexcused Absence. All absences will be classified as either “excused” or “unexcused”. The “excused” are leaves approved by the Employer that are provided for in the Agreement, whether paid or non-paid. An “unexcused” absence is where the employee has no available leave time or has available leave time but the absence was not reported or approved. In the event that the employee does not have any paid time (sick, personal, vacation, etc.) and provides a proper doctor's certificate the absence (s) will be documented as “excused”, but unpaid, and the employee will not be subject to discipline. Except with the failure to report an absence, one (1) absence, “excused” or “unexcused”, is the period of time from the point the employee is first absent to the point the employee returns to work regardless of the number of days between.

Reporting Absences. Employees must report any absence, other than pre-arranged and pre-approved absences, to their immediate supervisor, or in the event the immediate supervisor is not available, the employee is to contact an alternate supervisor (not a co-worker), before their reporting time if possible, but no later than thirty (30) minutes after their report time. Employees are required to give daily notification to his/her supervisor unless the employee has submitted a doctor's statement setting forth the duration of his/her absence. A failure to give a timely notice of absence will result in an otherwise "excused" absence being considered as an "unexcused" absence unless a satisfactory reason; acceptable to the Employer is given.

Penalty. Within any twenty-four (24) month period, an employee will be disciplined for "unexcused" absences as follows:

- First Offense: Verbal notice of unexcused absence (documents)
- Second Offense: Written notice of unexcused absence
- Third Offense: Three (3) day suspension from employment without pay
- Fourth Offense: Discharge

In addition to the above, it is just cause for termination if an employee:

- Reached the third offense level three times in a four year period,
- Gives false reasons for their absence, or
- Is absent for three (3) consecutive working days without notifying the Employer as set forth in Article 11, Section 4C.

## ARTICLE 50 – WAGES

### A. Wage and classification scale

	2015		2016	
	3% Mar 30 <sup>th</sup>	2% Jul 1st	2% Jan 1st	1% Jul 1st
<b>Dept. Administrative Assistant</b>				
Step 1	\$14.45	\$14.74	\$15.03	\$15.19
Step 2	\$14.88	\$15.18	\$15.49	\$15.64
Step 3	\$15.33	\$15.64	\$15.95	\$16.11
Step 4	\$15.79	\$16.11	\$16.43	\$16.59
Step 5	\$16.26	\$16.59	\$16.92	\$17.09
Step 6	\$16.75	\$17.09	\$17.43	\$17.60
Step 7	\$17.26	\$17.60	\$17.95	\$18.13
Step 8	\$17.77	\$18.13	\$18.49	\$18.68
<b>Dept. Specialist</b>				
Step 1	\$17.73	\$18.08	\$18.44	\$18.63
Step 2	\$18.26	\$18.62	\$19.00	\$19.19
Step 3	\$18.81	\$19.18	\$19.57	\$19.76
Step 4	\$19.37	\$19.76	\$20.15	\$20.35
Step 5	\$19.95	\$20.35	\$20.76	\$20.96
Step 6	\$20.55	\$20.96	\$21.38	\$21.59
Step 7	\$21.17	\$21.59	\$22.02	\$22.24
Step 8	\$21.80	\$22.24	\$22.68	\$22.91

Wage and Classification Scale (cont.)				
	2015		2016	
	3% Mar 30 <sup>th</sup>	2% Jul 1st	2% Jan 1st	1% Jul 1st
<b>Accountant</b>				
Step 1	\$17.92	\$18.28	\$18.65	\$18.83
Step 2	\$18.46	\$18.83	\$19.21	\$19.40
Step 3	\$19.01	\$19.39	\$19.78	\$19.98
Step 4	\$19.58	\$19.98	\$20.38	\$20.58
Step 5	\$20.17	\$20.57	\$20.99	\$21.20
Step 6	\$20.78	\$21.19	\$21.62	\$21.83
Step 7	\$21.40	\$21.83	\$22.26	\$22.49
Step 8	\$22.04	\$22.48	\$22.93	\$23.16
<b>Field Tech I/Maintenance Tech I</b>				
Step 1	\$13.78	\$14.06	\$14.34	\$14.48
Step 2	\$14.19	\$14.48	\$14.77	\$14.92
Step 3	\$14.62	\$14.91	\$15.21	\$15.36
Step 4	\$15.06	\$15.36	\$15.67	\$15.82
Step 5	\$15.51	\$15.82	\$16.14	\$16.30
Step 6	\$15.98	\$16.30	\$16.62	\$16.79
Step 7	\$16.46	\$16.78	\$17.12	\$17.29
Step 8	\$16.95	\$17.29	\$17.63	\$17.81
<b>Field Tech II/Maintenance Tech II</b>				
Step 1	\$15.79	\$16.11	\$16.43	\$16.59
Step 2	\$16.26	\$16.59	\$16.92	\$17.09
Step 3	\$16.75	\$17.09	\$17.43	\$17.60
Step 4	\$17.25	\$17.60	\$17.95	\$18.13
Step 5	\$17.77	\$18.13	\$18.49	\$18.67
Step 6	\$18.30	\$18.67	\$19.04	\$19.23
Step 7	\$18.85	\$19.23	\$19.62	\$19.81
Step 8	\$19.42	\$19.81	\$20.20	\$20.41
<b>Utilities Specialist</b>				
Step 1	\$17.73	\$18.08	\$18.44	\$18.63
Step 2	\$18.26	\$18.62	\$19.00	\$19.19
Step 3	\$18.81	\$19.18	\$19.57	\$19.76
Step 4	\$19.37	\$19.76	\$20.15	\$20.35
Step 5	\$19.95	\$20.35	\$20.76	\$20.96
Step 6	\$20.55	\$20.96	\$21.38	\$21.59
Step 7	\$21.17	\$21.59	\$22.02	\$22.24
Step 8	\$21.80	\$22.24	\$22.68	\$22.91

It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments. Nothing herein shall prevent the Employer from hiring an employee above the start rate, provided, the Employer will explain the reason for paying above the start rate to the Chief Steward, prior to the employee's first day of work.

- B. Employees will progress from one step to the next on a yearly basis effective the first pay period in the calendar year, based on the employee's classification anniversary date. The Employer reserves the right to extend such period for all absences in excess of ten (10) consecutive days.

A newly-hired employee hired on or before June 30th of any year will be eligible for a step increase in January of the following year. A newly-hired employee hired after June 30th of any year will be eligible for a step increase in January following one year of employment.

All increases granted under Paragraphs A and B of this Article become effective the first day of the pay period following the date the increase is granted.

- C. License Premium. A license premium shall be paid to eligible employees in the Utilities Department. The premiums shall be paid for the highest license held by the employee:

<u>License Held</u>	<u>Premium</u>
S-4	\$400
S-3	\$700
S-2 & Above	\$1,100

The License Premium shall be paid annually during the month of December. It will be prorated for the months worked while holding the license in the Utilities Department for the calendar year. If an employee is on layoff or leave of absence for thirty (30) days or more, the license premium will be prorated.

Any employee having a license who is no longer in the classification on December 1<sup>st</sup> of the calendar year, or who is no longer an employee on the date the premium is paid, shall not receive any part of the year.

An employee qualifying for and receiving the initial license during the year shall have the license premium prorated from the date of examination based on 1/12th of the premium for each month from the date the employee earned the license.

Any employee holding the classification of Field Tech II, or higher, must have a S-4 license within eighteen (18) months from the date of becoming a Field Tech II, or the date of this agreement, whichever is later.

- D. Leaders – A Leader is a working employee. The Employer shall determine the need for a leader in the Utilities Department. The Employer shall have the responsibility for the selection of a Leader from among the Field Tech II's. Duties of a Leader, in addition to his/her regular work assignment, shall include:

1. Responsibility for quality and sequence of work by employees in the group.
2. Assigning duties and making work assignments in the group under the supervision of the foreman/department head.
3. Along with other seniority employees, training and instructing employees in the group.
4. Other duties, as assigned, including maintaining a cross-connection control program and performing a variety of inspection duties regarding same.



5. A leader shall have no authority to hire, promote, discharge, discipline, evaluate or otherwise assume any other supervisory responsibilities of management.
6. A leader shall receive a premium of Two Dollars (\$2.00) per hour over his/her base classification rate.

## **ARTICLE 51 – DRUG POLICY**

As a condition of employment, all employees must refrain from reporting to work or working with the presence of drugs or alcohol in their systems. Refusal to submit to any authorized drug or alcohol test, or having a confirmed positive test, will be grounds for disciplinary action, up to and including immediate discharge, and may also result in denial of worker's compensation and/or unemployment compensation benefits.

Employees are also subject to disciplinary action, up to and including immediate discharge, for using drugs or drinking alcoholic beverages, or for the distribution, dispensation, possession or sale of drugs or alcohol, while on duty or on Township premises.

Although violations of this Policy will ordinarily result in discharge regardless of the employee's position, the Township reserves the right to consider extenuating circumstances and impose lesser disciplinary action when such action is deemed appropriate and subject to such conditions as the Township may impose.

### A. When Testing May Be Required

Employees may be required to submit to the following types of drug and alcohol testing:

1. Pre-employment testing after an employee has been hired, prior to or within the first thirty (30) days of employment.
2. Reasonable suspicion testing, i.e. where the Township has reasonable suspicion that the employee is currently using drugs, or is under the influence of drugs or alcohol while on duty or on Township premises. The Township shall make the determination of whether reasonable suspicion exists in its sole discretion.
3. Post-accident testing, i.e. where the employee has caused, contributed to or been involved in an accident while at work.
4. Testing which is part of a fitness for duty physical examination or periodic physical examination, or following an on-the-job injury requiring medical attention.
5. Testing which is made a condition of continued employment or reinstatement following an employee's participation in or completion of a Township approved drug and/or alcohol treatment, counseling or rehabilitation program, or is a condition of reinstatement following a disciplinary suspension imposed for violation of this policy.

Note: Employees who operate a commercial motor vehicle will also be subject to testing under Federal Drug and Alcohol Testing Regulations, 49 CFR Part 382.

### B. Drug and Alcohol Testing Procedures

All drug and alcohol testing will be conducted in conformity with the following standards and procedures:

1. Samples will be collected with due regard for employee privacy, and in a manner designed to prevent contamination, substitution or adulteration. (If medical personnel at the collection site have reason to believe that an adulterated or substituted sample

- has been or may be provided, the employee may be required to submit a second sample, or the original sample, under the direction of a same gender collection site person.)
2. A strict chain of custody procedure, initiated at the time of collection, will be observed to preserve the integrity of all samples.
  3. Urine drug testing and breathalyzer alcohol testing will be the primary methods of testing. However, the Township reserves the right to use other testing methods. All samples will be tested by a qualified laboratory or medical facility.
  4. For purposes of this policy, refusal to submit to testing means that the employee fails to provide an adequate sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample.
  5. An alcohol test will be considered to be positive if the employee has an alcohol concentration of 0.04 or greater. Drug tests will not be reported to the Township as positive unless an appropriate confirmation test has been conducted and the results have been reviewed and verified by the Township's designated Medical Review Officer (MRO). Employees will have the right to confidentially report the use of prescription and nonprescription medications to the MRO before drug test results are reported.
  6. All information received by the Township through its drug and alcohol testing program will be treated as confidential.

#### **ARTICLE 52 – COMMERCIAL DRIVERS LICENSE (CDL)**

- A. Commercial Drivers Licenses. All employees hired after November 30, 2001, in the following classifications currently represented by the Union, as well as employees responsible for heavy equipment operations, will be required, as a condition of employment, to obtain and maintain commercial driver's licenses issued by the State of Michigan, together with any endorsements required by the Township by the end of the employee's probationary period:  

Field Technician I  
Field Technician II  
Utility Specialist
- B. The Township will reimburse employees employed in the classifications listed above, for the cost of obtaining and maintaining commercial driver's licenses and any endorsements required by the Township; provided, however, that the Township will have no obligation to reimburse current employees for the cost of obtaining and maintaining operators licenses, or the cost of obtaining and maintaining any endorsements not required by the Township.
- C. Employees who are required to have and maintain a CDL must notify the Employer in writing of any traffic violation (other than a parking ticket) committed in any motor vehicle within seven (7) days of the conviction.

- D. Physical Examinations and Qualifications. All employees in the classifications listed above, and applicants for such positions, will be subject to the requirements related to physical examinations and qualifications established by the State of Michigan under the Motor Carrier Safety Act and the regulations promulgated there under, as presently drafted or amended in the future, and any other applicable state or federal rules relating to physical examinations and qualifications.
- E. All required physical examinations will be performed by a Township- designated physician, with the Township paying the full cost of such examinations.
- F. Loss of CDL. If an employee has his/her CDL License (or driver's license as set forth below), suspended or revoked, the employee must immediately provide written notice to his/her supervisor.
  1. In the event an employee's CDL is suspended for sixty (60) days or less, or in the event an employee's driver's license is suspended in the case of those employees who are not required to have a CDL but are required to operate Township vehicles, the employee will be temporarily transferred to a Field Tech I for the length of his/her license suspension, and will work as assigned by a Supervisor.
  2. In the event the first license suspension is for more than 60 days, the employee will be transferred to Field Tech I for the first 60 days and thereafter the employee will be suspended without pay until his/her CDL license (or driver's license) is reinstated.
  3. In the event of a second suspension of the employee's CDL (or driver's license) the employee will be suspended without pay until his/her CDL (or driver's license) is reinstated.
  4. In the event of a third suspension, the employee will be terminated.

If a Field Tech II is transferred to a Field Tech I under this provision, a Field Tech I will be temporarily transferred to a Field Tech II position while the original Field Tech II is temporarily put in a Field Tech I position.

#### **ARTICLE 53 – WAIVER**

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 matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 54 – TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect from March 30, 2015 until December 31, 2016. The Agreement shall be automatically renewed from year to year thereafter unless

either party notifies the other in writing at least ninety (90) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

If notice of intent to amend the Agreement has been given, the Agreement may be terminated by either party on ten (10) days written notice of termination. Any agreed upon changes to the Agreement shall become and be part of the Agreement without modifying or changing the terms of the Agreement not in conflict with such amendments.

Notice of Termination and/or Modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, TPOAM, 27056 Joy Road, Redford, MI 48239-1949, and if to the Employer, addressed to 6201 West Michigan Avenue, Ann Arbor, Michigan 48108, or to any other addresses as the Union or the Employer may make available to each other.

**ARTICLE 55 – SUCCESSOR CLAUSE**

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

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Mandy Grewal, Township Supervisor

\_\_\_\_\_  
Greg Allgeier, TPOAM

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Israel, Township Clerk

\_\_\_\_\_  
Matt Dorian, TPOAM President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Patricia Scribner, Township Treasurer

\_\_\_\_\_  
Lee Hoffman, TPOAM Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Holder, Treasurer/Secretary

Date: \_\_\_\_\_