

AGREEMENT BETWEEN  
CHARTER TOWNSHIP OF CLINTON

AND

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA – UAW

UAW LOCAL 412  
UNIT 52 – TECHNICAL OFFICE PROFESSIONALS

APRIL 1, 2007 to MARCH 31, 2010

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TECHNICAL OFFICE PROFESSIONALS

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## AGREEMENT

This Agreement, entered into this 23<sup>rd</sup> day of October, 2008, between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America – UAW, hereinafter referred to as the Union for the benefit of the Unit 52, Local 412, UAW Technical Office Professionals.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment and other conditions of employment, and;

WHEREAS, the Employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and;

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### Section 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms in respect to rates of pay, wages, hours of employment, or other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Charter Township of Clinton, in its capacity as Employer, the employees, the Association, and the citizens of the Charter Township of Clinton.

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

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

#### Section 2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined exclusively by the terms of this Agreement of UAW Local 412, Unit 52, Technical Office Professionals.

#### Section 3. DEFINITIONS

- A. Employer shall mean the Charter Township of Clinton, County of Macomb, State of Michigan and its duly elected or appointed representatives acting in behalf of the Township.
- B. Union shall mean International Union, United Automobile Aerospace and Agricultural Implement Workers of America – UAW and its duly elected or appointed officers or representatives.
- C. Employees shall mean all full-time permanent members (not temporary) of the Bargaining Unit. Bargaining Unit positions are as follows: All full-time personnel, including – Office Clerk, Appraisal Clerk, Clerk Cashier, Billing and Posting Clerk, Secretary, Statistical Finance Secretary, Statistical Finance Clerk II, Bookkeeper, Computer System Manager, PBX Operator/Receptionist, Community Planner, Gerontology Technician, Recreation Programmer, Sports and Fitness Coordinator, Senior Account Clerk, Senior Staff Secretary, Tax System Management Coordinator, Communications Support Specialist,

Assistant Office Managers, Secretary to the Supervisor, Clerk to the Administrative Aide to the Township Board, Executive Aide to the Chief of Police, Human Resources Technician, Accounts Payable Clerk, Network Analyst and Recreation Coordinator.

- D. Temporary employees shall mean any part or full time employee performing Bargaining Unit work but not in the Bargaining Unit. A temporary employee may be retained for no longer than sixty (60) days in the same department in any one calendar year. This applies to all temporary employees hired through Civil Service, Kelly Services or any other agency. However, temporary employees may be retained for up to twelve (12) months to replace an employee on a leave of absence or a disability. The Township will notify the Chapter Chairperson in writing of all temporary employees who fill vacant Union positions, their start and finish dates, and the department where they are to be employed prior to their starting date.
- E. The Township may establish Office Clerk I positions which will be utilized as “floater” positions to supplement current staff or act as substitutes or fill-ins for any department which needs their assistance. These positions are not replacing any bargaining unit positions which are currently budgeted. When not assigned to a specific department, such persons will function as a clerical pool which shall fall under the supervision of the Township Clerk or such other Department Head as the Township shall designate.
- F. Board shall mean the Clinton Township Board.
- G. In the construction of the words used in this Agreement, whenever the singular number is used it shall include plural and whenever the masculine gender is used, it shall include the feminine gender.
- H. The letters h/s shall mean him, her, he, she, him or her, himself or herself, as applicable.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization concerning the Technical Office Professionals during the term of Agreement.



Section 5. SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a Collective Bargaining Agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiations which are not incorporated herein and as to each of these matters as well as any other matters which were not considered in negotiations, all except as otherwise provided herein, during the term hereof. Provided, however collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, it shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested.

Section 6. CIVIL SERVICE

The Employees Civil Service Commission's Rules and Regulations shall apply except where contrary to the provisions of this Agreement, then and in that event the conditions and provisions of this Agreement supersede the Civil Service Commission's Rules and Regulations.

Section 7. MANAGEMENT RIGHTS

It is mutually agreed that there is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this agreement.

Section 8. DISCRIMINATION

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, except where based on a bona fide occupational qualification, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap, except where based on a bona fide occupational qualification.

## ARTICLE II

### UNION SECURITY AND CHECK OFF

#### Section 1. UNION SECURITY

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

The Union shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

Failure to comply with the provisions of this Article shall be cause for discharge of the employee.

Upon written notice by the Financial Secretary-Treasurer of UAW Local 412 to the Employer of the failure of an employee to tender the periodic dues, representation fees, and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the Employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, representation fees and/or initiation fees within ten (10) days of receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within ten (10) days of receiving notice of intent to discharge as referred to above, such discharge shall be rescinded.

Section 3. CHECK OFF OF DUES AND FEES

Employees who are members of Unit 52, Local 412 UAW, or who are non-members electing to pay a representation fee, shall tender the initiation fee and monthly membership dues – or representation fees equal to the initiation fee and monthly membership dues – as specified in the UAW Constitution by signing the “Authorization for Check-Off of Dues” form.

The Employer agrees to deduct dues or fees from the pay of each employee who submits a written authorization form. The amount shall be that specified in writing by the Secretary-Treasurer of the Union.

Changes in the regular amount of monthly dues or representation fees may be made no more than once in a twelve (12) month period. Such a change shall require signed, written authorization from the Secretary Treasurer of the Local Union.

Union dues or representation fees will be deducted by the Township the second pay period of the month following receipt by the Township of authorization to deduct such dues and/or fees. It is understood that the authorization will not be given to the Township until the employee has completed forty (40) hours of work in any month. If the Township is unable to make the deduction because of the time the authorization is submitted, then the Township shall make a double deduction for that employee from the second pay of the following month. Such sums deducted from an employee’s pay shall be forwarded to the Financial Secretary-Treasurer of UAW Local 412, 2005 Tobsal Court, Warren, Michigan 48091, with a list of names of all employees from whom deductions have been made no later than fifteen (15) days following the month in which the deduction was made. The Employer agrees to provide this service without charge to the Union. The Employer shall advise the UAW Local 412 of all new Unit hires by highlighting new employees on the list of names from whom the deductions have been made.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by action taken, or not taken, by the Employer for purposes of complying with the provisions of this Article.

Section 3. UAW V-CAP

During the life of this Agreement, the Employer agrees to deduct from the wages of each employee voluntary contributions to the UAW V-CAP, provided that each such employee executes or has executed the “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” form provided further, however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the

wages of each employee for whom it has on file an unrevoked “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” form, together with the provisions of this section of the Agreement.

A properly executed copy of the “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have hereto before been delivered. Deductions shall be made thereafter, only under the applicable “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” forms which have been properly executed.

Deductions shall be made, pursuant to the forms received by the Employer, from the employee’s first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to the UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish V-CAP with a copy of each employee’s “Authorization for Assignment and Check Off of Contributions to UAW V-CAP” form. The Employer further agrees to furnish UAW V-CAP with a list of the employee’s names and deductions. This information shall be furnished along with each remittance.

The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

### ARTICLE III

#### UNION REPRESENTATION

##### Section 1. UNION REPRESENTATION

There shall be one (1) Unit Chairperson, one (1) Steward chosen by the membership, one Alternate Steward chosen by the Chapter Chairperson of this agreement in a manner to be determined by the Union, and one Locational Steward, appointed, if necessary, by the Unit Chairperson.

The Union shall designate to the Employer, in writing, the names of the Chairperson and any Stewards. In the event there is a change in the Chairperson and/or

any Stewards, the Union shall give timely notice to the Employer or designated Management representative.

The Chairperson or any Steward may investigate and process employee grievances without loss of time or pay up to five (5) hours per any work week collectively, with mutual consent for additional time if required. Before entering upon such Union business, the Chairperson or Steward, as the case may be, shall give notice and shall receive approval from the Department Head or his representative for release from his/her work assignment and the Chairperson or Steward shall also report to the Department Head when he/she returns to work. Approval shall not be withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be proper subject for a Special Conference.

The Township agrees to recognize the union bargaining committee composed of the Unit Chairperson, Recording Secretary, and Steward. The bargaining committee may choose to include the attendance of an additional person at the negotiation meetings.

The Unit Chairperson and any Stewards shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, if they are qualified to perform the work.

The Union shall be provided with a suitable bulletin board at each location for the posting of Union notices and other materials. In addition, the Union shall also be provided with an electronic notification Union board.

The Union may schedule meetings on Township property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, subject to approval of the Township Supervisor or his representative which approval shall not be arbitrarily or unreasonably withheld.

## Section 2. SPECIAL CONFERENCES

In mutual recognition that important matters may arise during the term of this Agreement which necessitate conferences between the Union and the Employer, the parties hereby agree to meet as necessary for such purpose.

Special conferences shall be held during working hours except when mutually agreed to the contrary. The Employer shall not be obligated to pay more than three (3) representatives of the Union to attend any such conference.

The Union and the Employer shall be represented at such conference by at least two (2) representatives each and the Union may include in its representation a member of the International Union.

The Union and the Employer shall each present to each other an agenda of any matter which they respectively desire to discuss at the conferences at least seven

(7) calendar days prior to the scheduled date of conference. The conference shall be confined to those matters included in said agenda. The place of conference shall be the premises of the Employer and the Union Representatives may meet on such premises for a period not exceeding one-half (½) hour immediately preceding the scheduled time of the conference.

### Section 3. COLLECTIVE BARGAINING NEGOTIATIONS

The Union shall be limited to three (3) paid employees for collective bargaining purposes for negotiations scheduled during working hours. The bargaining committee may choose to include the attendance of an additional person at the negotiation meetings.

### Section 4. UNION CONVENTIONS

The Unit Chairperson or his/her representative elected to attend a function of the International Union such as conventions, or educational conferences, upon application, shall be allowed a total of five (5) days per year time off without loss of time or pay to attend such conference and/or conventions.

An employee may request additional time off without pay for Union business and the like.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1. PROCEDURE

A grievance is defined as a difference, dispute, or complaint between the Charter Township of Clinton and the Union as to the application or interpretation of this Agreement, and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement.

Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure herein, or at Step 1.

The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

Grievances shall be filed in writing within ten (10) working days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement

in writing of the Union and the Township. For purposes of this article, all time periods shall be working days.

Section 2. GRIEVANCES SHALL BE PROCESSED ACCORDING TO THE FOLLOWING STEPS:

Step 1. VERBAL (IMMEDIATE SUPERVISOR). Employees who believe they have a grievance may discuss their complaint with the Immediate Supervisor with or without the presence of their Steward. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory resolve of the matter. The Employee shall have the right to discuss the complaint with their Steward before any discussion takes place with the Immediate Supervisor. The Supervisor shall make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with their Steward. The Immediate Supervisor shall give a verbal answer within twenty-four (24) hours.

Step 2. WRITTEN (DEPARTMENT HEAD). If the matter is not satisfactorily settled verbally at Step 1, a grievance may be submitted in written form by the Steward to the Department Head. The Department Head shall sign and date the grievance form when received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the agreement, that the grievant claims have been violated. The Department Head shall discuss the grievance with the Steward and the aggrieved employee(s) within (5) days of his receipt of the grievance and render written answer to the Steward within five (5) days of such discussion. The written answer shall outline in detail the basis or reason such decision was arrived at and why. Any documentation, orders or Rules and Regulations shall be attached.

Step 3. TOWNSHIP'S DESIGNATED REPRESENTATIVE. If the matter is not satisfactorily resolved at Step 2, the grievance shall be referred to the Human Resources Director unless the Township Board indicates another designee. The Human Resources Director or any other designee shall have authority to resolve all grievance matters. The Human Resources Director shall sign and date the grievance when received. The Human Resources Director and the Department head will hold a meeting with the Unit Chairperson and/or his/her designated representative, the Steward, and any other witness perceived as necessary by either party, within fourteen (14) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Human Resources Director shall give his written answer to the Unit Chairperson with a copy to the Steward within ten (10) working days of the meeting.

Step 4. (REGIONAL REVIEW). If not satisfactorily settled at Step 3, the Unit Chairperson shall send a copy of the written grievance and its Step 2 and Step 3 answers to the Regional Director or his/her designee of the Union within seven (7) days of the Step 3 meeting. The Regional Director of the Union or his designated representative, after receiving the grievance and its answers, will review the matter. If he/she believes the grievance merits appeal, he/she shall within thirty (30) days of receipt of said grievance and answer, arrange a meeting with the Unit Chairperson and

the Human Resources Director or his/her designated representative. At the option of the Human Resources Director or his/her designated representative, other management members may be present. At the option of the Regional Director or his/her designated representative, other Union representatives may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

Step 4 (A). (CIVIL SERVICE). Any unresolved grievance that has been processed through Step 4 may be submitted to arbitration pursuant to Step 5 below or may be submitted to the Employees Civil Service Commission for a final decision under its rules and regulations. It is agreed between the parties hereto that once the employee selects either arbitration or the Employees Civil Service Commission to resolve its dispute, the employee will no longer have an option and the decision of the arbitrator or the decision of the Employee Civil Service Commission shall be binding, except for any appeals allowed from those respective bodies.

Step 5. (ARBITRATION). Any unresolved grievance, having been processed through Step 4 of the grievance procedure, may be submitted to arbitration by either party in accordance with this article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator be appointed from the American Arbitration Association (AAA).

### Section 3. PRE-ARBITRATION

Within thirty (30) days of requesting arbitration the parties shall mutually agree to meet, discuss and exchange a completed pre-arbitration form and copies of all evidence.

1. At that time the parties should arrange a mutual meeting to review the case and make any last minute changes.
2. If such meeting fails to resolve the matter, the parties agree that only the items and evidence presented at these pre-arbitration meetings can be presented at the arbitration hearing.
3. It is further agreed that the Union will present their case first at arbitration, in cases regarding contract violations and that in cases of discipline and rates for new positions, that the Township shall present their case first.



Section 4. POWER AND AUTHORITY OF ARBITRATION

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and:

- A. Shall have no authority to require the Township to purchase building, equipment or material;
- B. Shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement;
- C. Shall have no authority to grant a wage increase or decrease, except in cases of arbitration of new positions established by the Township between contract periods;
- D. Shall have no power to substitute its discretion for the Township's discretion in cases where the Township has been given discretion by this Agreement;
- E. Shall have no power to decide any question which under this Agreement is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there would be no interference with such responsibilities except as it may be specifically limited by this Agreement; and
- F. Shall have no authority to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.

Section 5. DECISIONS

- A. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- B. The decision of the arbitrator shall be final and binding upon the Township, and the Union and the affected employee(s), and there shall be no appeal of the arbitrator's decision, if made in accordance with its jurisdiction and authority under this Agreement.
- C. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 4 of the grievance procedure, and any grievance not submitted within such period shall be deemed dropped.

- D. In the event a case is appealed to the arbitrator and the arbitrator finds that it has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- E. The expenses of the arbitrator shall be shared equally by the Township and the Union.
- F. The aggrieved, the Union representative, and any other Township employee witnesses testifying before such proceedings shall not lose pay for the time off the job during arbitration proceedings. There will be a limit of five (5) Township employee witnesses, however, if prior to arbitration the Union shows additional witnesses are needed, then this limit of five (5) will not be applicable.
- G. All records, reports, and other information pertaining to a grievance which the requesting party seeks to utilize in a grievance proceeding shall be made available within ten (10) days from written request. Requests for information from the Township shall be directed to the Township Supervisor.
- H. Grievances affecting more than one (1) employee may be treated as group grievances and entered at the third (3rd) step of the grievance procedure by the Union.
- I. In instances where the subject matter of the grievance lies within the jurisdiction of specific Township agencies, e.g. payroll, etc., the grievance steps may be reduced in order to bring the grievance to the Union's immediate attention for a recommendation as to the action to be taken at Step 3.
- J. An unanswered or unresolved grievance automatically progresses to the next step and the Township Supervisor is to be notified by the Union.

## ARTICLE V

### DISCHARGE OR SUSPENSION

The Employer shall not discharge, suspend or discipline any employee except probationary employees without just cause. Any sanctions must be by written notice to the employee with a copy delivered to the chairperson. Any employee aggrieved by such discharge, suspension, disciplinary action, or form of sanctions may seek relief through the Grievance Procedure.

In imposing any discipline on a current charge, the Employer may not take into account any prior infractions, which occurred more than (2) two years prior, unless the grievance settlement is different.

The Union shall not represent newly hired employees who are discharged or disciplined during their probationary period except if discharged or disciplined for Union activities.

## ARTICLE VI

### SENIORITY

#### Section 1. PROBATIONARY EMPLOYEES

New employees hired by the Township in the Bargaining Unit shall be considered as probationary employees for the first ninety (90) calendar days of employment. When an employee completes the probationary period, he/she shall be entered on the Bargaining Unit seniority list as of the date of employment with the Township. There shall be no seniority among probationary employees. The probationary period may be extended by mutual agreement between the parties, in writing, provided such extension shall not exceed sixty (60) calendar days.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, provided, however, the Township shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such employees, unless for Union activity, shall not be subject to the grievance procedure.

#### Section 2. SENIORITY LIST

Unit seniority shall be the date of entry in the Bargaining Unit and shall be used when determining transfers, promotions, bumping, layoff and recall. Upon the execution of the contract dated 4-1-89, all members in this Bargaining Unit shall have their Township seniority used as Bargaining Unit seniority. Members coming into the Bargaining Unit after the execution of the contract dated 4-1-89 will commence Bargaining Unit seniority as of their date of entry into the Bargaining Unit. The Unit seniority list on the date of this Agreement will show the names, job titles, and date of hire of all employees of the Unit.

Seniority for all other purposes (retirement, vacations, etc.), shall be the date of hire and designated as Township seniority.

The Employer will provide the Union with a seniority list upon the signing of this Agreement, and will provide a copy on a monthly basis.

An employee's seniority shall cease for the following reasons only:

1. The employee voluntarily quits or retires.
2. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
3. The employee is laid off during the terms of this agreement for a continuous period equal to the seniority that he/she had accrued at the time of such lay off period, or for five (5) years, whichever is longer, up to a maximum of ten (10) years.
4. The employee fails to report for work within seven (7) days after date of mailing of written notification to return to work, mailed to the employee's last known address, or seventy-two (72) hours after the date of termination of a leave-of-absence, unless such time is extended by the Employer. In proper cases, exceptions shall be made.
5. In accord with other provisions as provided elsewhere in this agreement.
6. The employee transfers to a position outside the Unit. Unit seniority will be frozen.

## ARTICLE VII

### LAYOFF AND RECALL PROCEDURE

#### Section 1. LAYOFF PROCEDURE

- A. Layoff shall mean a reduction in the working force due to a decrease in the work or the need for fewer employees, the financial ability of the Employer to pay for the services of the employees, or any other matter beyond the control of the Employer.
- B. If an employee must be laid off for an indefinite period of time, the employee shall be given written notice of such layoff at least seven (7) calendar days prior to the effective date of layoff, and a list of the names of such employees shall be furnished to the Unit's Chairperson at the same time the notice is given to employees.
- C. The order of layoff of employees shall be governed by Bargaining Unit seniority provided, however, temporary employees shall be let go before any probationary employees are laid off.
- D. Anything to the contrary herein notwithstanding, it is understood and agreed between the parties that if the above layoff procedure would

eliminate necessary personnel to maintain a Department, then, and in that event only, seniority shall not be applicable. It is understood, however, that if a greater seniority employee can accomplish the same task within the notice period then the employee with the greater seniority shall be retained in that position.

In the situation where an employee with greater seniority is attempting to determine whether they can perform the task of the employee with lesser seniority being retained because the classification is necessary in that department, it is understood between the parties that in any department there shall not be more than three tests given for three different persons and all of those testing procedures have to be accomplished within a thirty (30) day period.

## Section 2. BUMPING PROCEDURE

An employee who is being laid off for other than their own misconduct is entitled to bump another employee for his/her position provided they first must bump any person within their own department in the same classification, provided that it be the person in that classification that has the lowest Bargaining Unit seniority.

In the event there is no one with less seniority in his/her own classification and in their own department, then the employee seeking to bump shall be entitled to bump anyone with lesser seniority in the same classification in any other department.

In the event the employee seeking to bump cannot bump anyone within his/her classification in accord with the above, then he/she shall be entitled to bump into a lower classification first in his/her own department based on seniority or then any other department based on seniority. However, once the employee bumps to a lower classification they must accept the pay based on the lower classification.

## Section 3. RECALL PROCEDURE

After a layoff, the employee shall be recalled in inverse order to which he/she was laid off, meaning that the employee with the greater seniority shall be recalled first. The Employer shall give the employee written notice of recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to report for work within seven (7) calendar days after mailing, wiring, or delivery, as the case may be, of the recall notice, the Employer may consider the employee as having terminated his/her employment. In proper cases, exceptions shall be made. If a laid off employee has not been recalled for a period of three (3) years, then his/her employment right to recall shall cease and the employer shall have no further obligation with respect to said employee. The employer may require a recalled employee to undergo a medical examination at the employer's expense to determine whether or not a laid off employee is physically able to return to work in the job classification for that employee at the time of layoff.

## ARTICLE VIII

### PROMOTIONS AND TRANSFERS

Transfer or promotion to an open or newly created Bargaining Unit position shall be based on ability and qualifications relating to the job description. Those not in the Bargaining Unit will only be considered if there is not a qualified Unit member interested in the position.

The Township Civil Service System shall be used to process the applications under this contract provision. However, if less than three applicants, the qualified applicant(s) shall be submitted to the Department Head.

Qualifications shall be determined by the Employer, however, among applicants of equal qualification, the applicant with the greater Bargaining Unit seniority shall be given preference.

The Employer shall be given ninety (90) calendar days to determine if the employee promoted or transferred can adequately perform the job requirement. The parties can mutually agree to extend the ninety (90) calendar day trial period. If an employee wishes to return to the prior position, he/she may do so within thirty (30) calendar days.

In the event an applicant cannot adequately perform in the new position, then he/she shall be returned to their prior position and the Employer shall have the option of calling for the next best qualified employee of those previously certified.

Bargaining Unit positions which are open shall be posted in all buildings in which Unit members work. Such posting shall be for a minimum of seven (7) days before testing or judging qualifications.

When a position is upgraded to a position within the bargaining unit this shall not be considered an open or newly created position. The incumbent shall be reclassified to the upgraded position and will not have to take the Civil Service test for the upgraded position.

When a bargaining unit employee is selected to fill a vacant position through a transfer, the Township will complete the process of filling that position within thirty (30) calendar days of the approval by the Board of Trustees. This provision is intended solely for the purpose of setting time limits for filling transfers. It does not limit management's right to leave a position vacant.

Employees required to perform work of a higher classification for a period of over eight consecutive hours shall be paid at the closest step of the higher classification, not to exceed the maximum, which provides at least a seven percent (7%) increase for all hours worked.

## ARTICLE IX

### VETERANS

Any Employee who is drafted into active military service in the Armed Forces of the United States shall be entitled to re-employment and any and all other veteran's preferences or rights mandated by applicable Federal and Michigan State laws.

## ARTICLE X

### LEAVE OF ABSENCE

#### Section 1. GENERAL LEAVES OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year without accumulation or loss of seniority for any purpose which the Employer deems to constitute reasonable cause.

Employees desiring leaves under this section shall notify the Department Head at least thirty (30) calendar days in advance of the date on which such leave is to become effective, and shall specify the facts giving rise to the request for leave. The Department Head shall present his/her recommendation to the Township Board. In emergency cases, exceptions may be made.

Upon the return of an Employee from a leave less than ninety (90) calendar days, he/she shall have the automatic right to be re-employed in the same Department and the same classification held at the time of leave with the current rate of pay according to his/her seniority.

Upon the return of an Employee from a leave over ninety (90) calendar days, he/she shall be re-employed at the same classification held at the time of leave with the current rate of pay according to his/her seniority, if a position in such classification is vacant. In the event that there is no opening at the termination of the leave of absence, then and in that event the person returning from leave of absence shall have the first opportunity for a period of one (1) year to accept any position where there is an opening in his/her classification or a lower classification within the same Bargaining Unit if he/she is qualified.

#### Section 2. JURY DUTY

An Employee who serves on jury duty will be paid the difference between his/her regular pay and the amount actually received for such jury duty. Proof of payment must be submitted to the Accounting Department as documentation for deduction from the Employee's regular pay. If the Employee is dismissed from jury duty before 2:30 p.m. on any work day, then the employee shall call the Department

Head to determine whether or not he/she should report for his/her regular duty assignment for the rest of the work day.

All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days, provided the jury duty does not exceed sixty (60) actual jury duty days within contract year.

The Department Head shall be entitled to obtain an excuse from jury duty if in his/her opinion the Employee is necessary in his/her Township position, and if such excuse is obtained, the Employee shall not attend jury duty.

### Section 3. FAMILY AND MEDICAL LEAVE ACT

Employees will be granted a Family Medical Leave as required by law.

### Section 4. UNION BUSINESS LEAVE

An employee may be granted an unpaid leave of absence for a period of up to ninety (90) calendar days to attend to official union business. The Township shall maintain the employee's insurance benefits for the duration of the leave provided that the union shall reimburse the Township for the cost of said benefits for the time on leave. The Union shall provide the employee's department head with a written request for the leave at least fifteen working days in advance of the leave. The decision to grant or deny the leave shall be up to the department head. Such request shall not be arbitrarily denied.

## ARTICLE XI

### SICK LEAVE AND SHORT TERM-LONG TERM DISABILITY

#### Section 1. Sick Leave

The sick days that the employee has accumulated prior to August 1, 1988 shall be hereinafter referred to as "bank sick days".

The employee shall have the option to retain his/her bank sick days to be used as later described. If such days are not used, upon termination, the employee will receive one-half (½) of a day's base pay at that time for each day not used. When an employee's services are terminated, he/she or their legal representative shall be paid for one-half (½) of all accumulated and unused sick leave days at the rate of base pay which the employee was receiving at the date of termination of services, provided he/she had completed at least five (5) years of service.

Each employee will be given seven (7) current sick days. Commencing with the first pay in April 2004, any current sick days in excess of fourteen (14) current sick days shall be paid in the first pay following the end of the contract year in which said



days exceed fourteen (14) at the rate of one-half (½) of base pay for such day). The last day of the contract year in which the excess was accumulated will determine the price of the base pay per day.

Employees may also use a sick day as a personal leave day subject to the same advance notice and approval process.

Employees hired between contract years (April 1 to March 31) will earn 7/12 of a current sick day for each month worked, or major portion thereof, until the 1st of April following his/her commencement of work.

When an employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement.

When an employee's absence is for more than three (3) continuous work days, the employee may be required to file a physician's certificate to verify that the employee has been ill or injured.

If an employee becomes disabled, and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days, then bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the employee applies for the disability plan benefits, the employee shall not have the right to draw on sick days, personal days or vacation days for any injury or illness arising out of the same cause for the disability originated.

## Section 2. Short and Long Term Disability

The Township will provide the Employees with short term-long term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Office except as modified by this Collective Bargaining Agreement. The short term disability waiting period shall be five days, except when an employee is hospitalized or when the employee is disabled from work due to outpatient surgery. In these instances the benefit shall begin on the first day of disability. The short term disability benefit is 66 2/3% of base pay for a period of up to twenty-six weeks. If the employee is still disabled after twenty-six weeks, he/she shall be eligible for long-term disability benefits. Said benefit shall be 60% of base pay and shall be paid for a period not to exceed the date that the employee would otherwise be able to retire. The rules regarding these benefits are spelled out in the summary plan descriptions for these two plans and subject to the determinations and rules of the insuring companies. An employee must be employed by the Township for ninety (90) calendar days to be eligible for Short Term Disability and Long Term Disability Benefits.

Once an employee is receiving disability benefits for a period of twelve (12) months, then the employee shall no longer be entitled to employment benefits with the Employer regardless of the fact that there are sick days, personal days, and vacation days not used. This provision does not prevent the employee from requesting a leave of

absence from the Township. Upon termination, the employee will be reimbursed for each bank sick day at ½ day's pay, and the vacation will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the employee goes on disability and a new employee is hired, that new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

Once the employee qualifies for disability benefits, the Township shall maintain and provide the employee's hospital, medical, life, dental and optical insurance for the period they are an employee. These benefits shall not extend beyond twelve (12) months of the date of eligibility for disability which constitutes the employment period.

## ARTICLE XII

### FUNERAL LEAVE

In the event of death in the immediate family of an employee or their spouse, he/she shall be entitled when so required to necessary leave time with regular pay not to exceed three (3) days as approved by the Department Head to enable the employee to arrange for and attend the funeral and burial. In the event of the death of an immediate family member where the funeral is held over 250 miles from the Township Civic Center; the employee who attends the funeral will be allowed one additional paid day of funeral leave.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, stepfather, stepmother, grandchild, and stepchild.

The employee shall be entitled to one (1) day with pay when so required in the event of death of an aunt, uncle, niece and nephew of the employee or their spouse to attend funeral services.

## ARTICLE XIII

### PERSONAL LEAVE

Each employee, with prior approval of his/her immediate supervisor, may take off three (3) days with pay per calendar year for personal leave days after the completion of his/her probationary period. There shall be no accumulation of personal leave days from calendar year to calendar year.

Both parties to this Agreement agree that if the employee has personal leave days left at the end of the calendar year, then those personal days shall be voided and the employee shall be paid for seventy-five (75%) percent of the value of those days based upon the Employee's base wage effective at the end of the calendar year.

In their year of hire, new employees shall receive one (1) personal day for each of the following periods during which they worked, provided they work a majority of the work days scheduled by the Township for that work period.

January – April  
May – August  
September – December

ARTICLE XIV

VACATIONS

Each Seniority Employee shall accumulate vacation days with pay in accordance with the following schedule which may be accumulated to a maximum of thirty (30) days at calendar year end and may be carried to the following year:

One (1) thru five (5) years.....One (1) day per month  
Six (6) thru twelve (12) years.....One and one-half (1-½) days per month  
Thirteen (13) years or more.....Two (2) days per month

For those Employees who have had continuous employment with the Township on or before July 17, 1989, after eighteen (18) years of service they shall accumulate two and one-half (2-½) days per month.

The following provisions shall apply to all vacations:

- A. The time of taking a vacation shall be approved by the Department Head and he/she shall be guided in such determination by the desire of the Employee and the interests of the public service in the Department. Vacation time may be taken in no less than one-half hour increments.
- B. If an Employee does not use his/her vacation days, he/she shall not receive extra pay for such unused days and all vacation days in excess of the limit of thirty (30) days in any calendar year as set above, which are not used at the end of the calendar year, shall be forfeited.
- C. If an Employee becomes ill and is under the care of a duly licensed physician during vacation, at his/her option the vacation will be rescheduled and the period of illness shall be charged to sick leave days to the extent of such sick days accumulated. If his/her incapacity to work results in an accumulation of vacation days in excess of the maximum provided in this Agreement, he/she shall be allowed to carry such excess vacation days into the next calendar year without forfeiture.
- D. Employees will be paid their current rate based on their regularly scheduled workdays while on vacation and will continue to receive credit for any benefits provided in this Agreement.

- E. If employment is terminated, an employee will be paid one hundred percent (100%) for any unused vacation credit including that which has accrued in the current calendar year.
- F. For computation purposes a new hire shall be given vacation credit for the first month worked only if he/she commenced work prior to the 15th of that month. A terminating employee will be given vacation credit for the last month worked only if they worked beyond the 15th day of that month.

ARTICLE XV

HOLIDAYS

The following days are recognized as paid holidays, provided the Employee works the last scheduled work day before and after the holiday unless excused by the Department Head.

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

The following additional provisions apply to all holidays:

1. If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed as a holiday.
2. If any of the foregoing holidays fall upon a Sunday, the following Monday shall be observed as a holiday.
3. If holidays should fall on consecutive Friday, Saturday and Sunday or Saturday, Sunday and Monday, then in that event the Township Board shall designate the time to observe such holidays.

4. If any Employee is required to work on a holiday, he/she shall be paid double time for all hours worked that day plus his/her regular holiday pay.
5. The holiday pay for each employee shall be his/her current rate for the full work day.

## ARTICLE XVI

### WORKING HOURS

- A. The regular full workday for the Employees shall consist of eight (8) hours per day including a sixty (60) minute lunch period.
- B. The regular workday shall commence at 8:30 a.m. and end at 4:30 p.m. However, depending on a department's need, the workday may be adjusted when mutually agreed upon by management and the employee.
- C. Employee shall have two (2) breaks each day, one in the first half of their regular shift, and other in the second half of their regular shift. Breaks shall not exceed fifteen (15) minutes.
- D. Paid lunch hours are accrued as follows:
  1. Four (4) hours of actual work equals no paid lunch
  2. Five (5) hours of actual work equals thirty (30) minute paid lunch
  3. Six (6) hours of actual work equals sixty (60) minute paid lunch

## ARTICLE XVII

### OVERTIME

#### Section 1. OVERTIME PREMIUM

- A. Time and one half shall be paid as follows:
  1. For all working hours performed over the regular working day, Monday through Friday.
  2. For all hours worked on Saturday.
- B. Double time shall be paid as follows:

For all hours worked on Sunday or any legal holiday.

Section 2. FAIR DISTRIBUTION OF OVERTIME

- A. Supervisory personnel shall not perform unit bargaining work, except in emergencies.
- B. Overtime shall not be granted to temporary employees.
- C. Overtime shall be reasonably distributed on an equal basis to employees within the same classifications and Department. To this end, the overtime work will first be offered to the employee with the least number of overtime hours within the classification needed. If he/she declines the overtime, then the overtime shall be offered to the employee in the same classification with the next lowest number of overtime hours. This process will be repeated until the employer has the number of employees needed to work the overtime or the list of employees in the classification has been exhausted.

If the list has been exhausted and employees are still needed, the Employer will offer overtime to employees within the next higher bargaining unit classification within the Department. The work will first be offered to the employee with the least number of overtime hours and so forth as described in the preceding paragraph.

If there is still overtime work after the Employer has offered the work to all the department's employees in the classification needed and the next higher classification, overtime may be assigned on an inverse seniority basis within the classification needed. Such overtime assignment will be mandatory.

As an alternative to mandatory overtime, the Department Head may seek assistance from bargaining unit members in other departments as follows:

If a department is unable to fill said overtime with employees of that department or extra employees are needed, then the Department Head shall decide which other department can be utilized and go to that department's overtime book for call in. If the Employer has difficulty in acquiring the needed help from other departments, then the lowest seniority in his/her department shall be required to respond.

- D. Each Department Head will keep a record of all overtime worked by employees in his/her Department.
- E. In the event an employee refuses overtime, the number of hours refused shall be charged to said employee.

- F. New employees or employees transferring from another department, shall be assigned the highest number of hours in the department's overtime book at the time of hire or transfer.
- G. When an employee is called to work on an emergency or is scheduled to work overtime which is not a continuation of a regular work day, said employee shall be paid a minimum of two (2) hours at the prevailing overtime rate. However if he/she works more than two (2) hours, he/she shall be paid at that rate for all hours worked. This provision shall apply to all bargaining unit members who are required by the Township to carry a pager. An employee who is scheduled to work the Police Department auction shall be paid a minimum of three (3) hours at the prevailing overtime rate.

## ARTICLE XVIII

### LONGEVITY PAY

Effective April 1, 2008, the longevity program shall be discontinued.

## ARTICLE XIX

### HOSPITAL, MEDICAL, AND SURGICAL INSURANCE

#### Section 1. Health Care Coverage for Active Employees

The Employer shall provide and pay for hospital, medical and surgical insurance for each Employee and his/her dependents upon receipt, during open enrollment periods, of written election from the Employee to accept such benefits provided by the terms of the policies. An Employee may choose from the following plans:

- A) Blue Cross/Blue Shield Community Blue Option 1, \$10/\$20 RX, HC, BC (Appendix E)
- B) Blue Cross/Blue Shield Community Blue Option 10, \$10/\$20 RX (Appendix F)
- C) Blue Cross/Blue Shield MVF2, \$5/\$10 RX, RPS, HC, EBMT, RM, AP2 (Appendix G)
- D) Blue Cross/Blue Shield PPO, \$5/\$10 RX, RPS, HC, EBMT, RM, AP2 (Appendix H)
- E) Health Alliance Plan HMO, \$5/\$10 RX (Appendix I)
- F) Blue Care Network, \$2 RX (Appendix J)

The hospitalization insurance program set forth in Option A above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options B through F above shall pay the difference between the premium rate of Option A and the premium rate of the selected Option, if any.

For those employees hired by the Township on or after January 1, 2008, the hospitalization insurance program set forth in Option B above shall be the base plan. The hospitalization insurance program shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Option A or options C through F above shall pay the difference between the premium rate of Option B and the premium rate of the selected Option, if any.

Employees hired prior to January 1, 2008, who are covered by another hospital/medical insurance plan, may elect to receive a \$50 per week cash payment. This payment will be made in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees hired on or after January 1, 2008, who are covered by another hospital/medical insurance plan, may elect to receive a \$25 per week cash payment. This payment will be made in lieu of participation in the Clinton Township hospital/medical insurance plan. Current employees electing this benefit must meet the requirements as described in Appendix C attached to this agreement. Employees hired on or after January 1, 2008 must meet the requirements as described in Appendix D attached to this agreement.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependents on the health insurance policy and the other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

## Section 2. Flexible Spending Accounts

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from April 1st through March 31<sup>st</sup>. Maximum contributions per employee are \$2,000 for medical accounts and \$5,000 for dependent care accounts. Qualified expenses shall include over the counter medication as defined by IRS regulations. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts shall revert to the Township to cover program costs as specified under IRS regulations.

## Section 3. Health Care Coverage for Retirees

The Employer agrees to provide Health Care Coverage as provided for bargaining unit members, excluding maternity coverage, to all retirees who retire after the execution of this Agreement, which benefits shall be conditioned as follows:

1. The retiree must meet minimum age and service requirements for “regular” retirement. For example, a minimum of age sixty (60) with eight (8) years of service or age fifty-five (55) with twenty-five (25) years of service. An employee who qualifies for retirement and chooses to collect a “reduced benefit pension” from MERS will be eligible to receive the benefit at the same time that they begin receiving their pension from MERS.



2. Employees who retire and do not meet the minimum retirement requirements would have the option to have their years of service frozen (vested) for health benefits as long as they vest their pensions under the MERS plan.

3. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with the premium to be funded as follows:

<u>Percentage of Monthly Premium</u>		
<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
10-14 years	25%	75%
15-19 years	50%	50%
20-24 years	75%	25%
25-more years	100%	0%

Payments must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

4. Employees who are approved and remain on a disability retirement by MERS will receive all benefits of this article but do not need to meet the age requirement as outlined in #1 above.

5. This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree's policy, attempting to provide continuous coverage. If the retiree becomes deceased, this benefit shall continue for the surviving spouse. To be eligible for the benefit, the surviving spouse must be the spouse of record at the time that the retiree first began receiving retirement benefits.

6. Retirees and spouses participating in this program must take Medicare when they are eligible and this program will supplement their Medicare. The retiree must enroll in Medicare Part A and Part B to receive this benefit. The health insurance plan for Medicare eligible retirees is the Blue Cross/Blue Shield Traditional Plan (Suffix 914). For employees retiring after January 1, 2008, the Township may provide a Medicare Advantage plan with equivalent or better benefits to Suffix 914. In the event the Township cannot or chooses not to provide a Medicare Advantage plan or equivalent, it is agreed that Blue Cross/Blue Shield Traditional Suffix 914 will be

provided to Medicare eligible retirees. If PPO or HMO options are made available to Medicare eligible employees by the insurance companies in the future, the Township will provide these options.

7. If a non-union employee who participates in this program transfers to another position in which he/she can no longer participate in this program, their years of service will be frozen and, provided they continue to work with the Township until age sixty (60) (or are in a job related disability), they will be eligible for benefits of this provision based on the frozen years of service.

8. In the case where both a husband and wife work for the Township and they both qualify for a percentage of post health care benefits, their percentages may be combined for up to a one hundred percent premium paid benefit.

9. An employee who does not elect to receive health care coverage at the time of retirement may elect to receive this coverage at a later date with the premium to be funded as outlined in #3 of this article. This applies to employees meeting the minimum age and service requirements for “regular” retirement and for those who vest their pensions as outlined in #2.

10. The Township further agrees to maintain the hospital, medical and surgical insurance for those employees who retire at an age that qualified them for Medicare and who are accepted in the Medicare program upon retirement. It being the intention of the Township in offering the benefits described by this paragraph to supplement the Medicare Program to encompass the program the employee had available to him/her while an employee of the Township.

11. Employees who retire under a normal retirement and who are eligible for one hundred percent (100%) premium payments for their health insurance in accordance with Number 3 of this Article may elect to receive a \$50 per week cash payment in lieu of health insurance.

Before receiving this benefit, they must complete the form shown in Appendix C of this agreement. If the \$50 per week amount is increased for active employees, the amount will be adjusted for retirees who are receiving the benefit.

12. When an employee retires, he/she will be covered by the same base plan, options and terms, or equivalent, which was in effect at the time of their retirement and the Township will maintain this same coverage for employee and/or spouse as long as they are eligible for the benefit.

13. Years of service for the purpose of retiree health care shall be the number of years of service that are used in calculating a retiree’s pension, excluding an employee who retires in accordance with Section 3, Number 10 of this Article.

14. Employees hired on or after January 1, 2008 shall be required to pay 5% of base wages into the Township Retiree Health Care Fund.

## ARTICLE XX

### DENTAL INSURANCE

The Township shall provide and pay for a dental plan in the nature of "Delta" or equivalent for the employee and his/her dependents. Coverage is as follows: Class I Preventative Benefits – 100%, other Class I Benefits – 60% coverage; Class II Benefits – 60% coverage. Maximum contract benefits for Class I and Class II benefits shall have a \$1,500.00 limit per person per year. There shall not be a deductible provision for dental insurance.

Employees may choose the Delta Dental PPO option or the DENCAP PPO option as an alternative to the Delta Dental Traditional Plan.

Effective for employees who retire on a normal retirement on or after April 1, 2002, said retiree, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I benefits.

## ARTICLE XXI

### LIFE INSURANCE

The Township shall provide each Employee at its expense a Fifty Thousand Dollar (\$50,000.00) death benefit life insurance policy with double indemnity in the event of accidental death.

The Employees understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised, the life insurance guarantee of Fifty Thousand Dollars (\$50,000.00) may be diminished. Any Employee requesting disability benefits shall assume the obligation of determining how such option affects his/her life insurance benefits.

Any bargaining unit member who retires with a regular retirement under the Michigan Employee Retirement System (at age 55 with 25 years of service or age 60 with 8 years of service) will be provided with \$10,000.00 life insurance upon retirement.

## ARTICLE XXII

### OPTICAL INSURANCE

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. The total

cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Employees' dependent minor children may purchase such benefits up to a total maximum value of \$300 once every twelve consecutive months.

Effective for employees who retire on a regular retirement on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by and receive the same benefits as the active employees optical plan.

### ARTICLE XXIII

#### WORKERS' COMPENSATION

Provisions of the Worker's Compensation Laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty (80%) of his/her regular rate of pay and the amount received from workers compensation for the duration of the recovery not to exceed six (6) months from the date of the injury, accident or illness.

For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of the said initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) month period upon application to the Township Board. The second six (6) month period shall not include salary, pay supplements, or benefits unless approved by the Township Board, except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

At the end of the second six (6) month period, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

During the second six (6) month period, and no later than ten (10) months from the injury, the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be

required to submit copies of all workers compensation checks which they have received to the Accounting department.

#### ARTICLE XXIV

##### RETIREMENT

The parties mutually recognize that all Employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with the Public Employees Retirement Provisions under Act 427 of the Michigan Public Acts of 1984, as amended. Effective upon the signing of this agreement, the plan is comprised of the following provisions.

B-4  
F55-25  
FAC-3  
V-8

Effective upon the signing of this agreement, the employee contribution rate will be four and three quarters percent (4.75%) of gross earnings.

#### ARTICLE XXV

##### PERSONAL AUTOMOBILE EXPENSE

If an Employee is required by the Employer to use his/her own automobile in the course of his/her employment, he/she shall be paid in accord with the amount allowed and recommended by the Internal Revenue Service at the time of usage. However, in the alternative, the Township may furnish a vehicle for the Employee's use.

#### ARTICLE XXVI

##### SCHOOL EXPENSES

An Employee who on his/her days off attends an accredited college, university, trade school, technical school, online class or adult education class in a course or program related to his/her work in the Township or with the approval of the Human Resources Director or designee, shall be reimbursed by the Township in the amount of tuition and books, except that the Township shall only reimburse tuition costs for college courses up to an amount equal to the cost of twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation. Effective with the signing of this agreement, the tuition reimbursement

limit for classes leading to a degree beyond an Associate's Degree will be \$3,000 per year.

Any employee who withdraws from or fails to complete a course or program after receiving reimbursement from the Township or who fails to obtain a passing grade equal to "C" or better, or notification of satisfactory completion when grade points are not used, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade or notification of unsatisfactory completion to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to Employee, such amount shall be withheld from his/her pay. Advance notice shall not be necessary if the Employee is terminating employment. All books paid for by the Township will be returned to the Township upon completion of the course. Said books will be made available to all members through the use of a Department library.

If the employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event, the employee shall refund the pro rata amount for that portion of the year, as measured by months, that remains after terminating employment.

The pro ration of months shall be determined by counting any months where the employee has employment status for at least sixteen (16) days during the calendar month and disregarding any months where the employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time. Also, if the employee's employment is terminated for any reason other than "just cause" by the employer, then they will not be obligated to pay any refund.

Any classes or programs that are required by the Employer, State or Federal Body, as well as any other agency recognized to have the authority to require this education, shall be excluded from the requirements of the above paragraph.

An Employee shall be allowed time off without loss of pay to attend all educational seminars/conferences required by the Township as stated above.

Employees who are working towards a job related State required license or certification may utilize the tuition reimbursement program. In those cases where the class or seminar is not available in the metropolitan area, the employee may use the program to reimburse for tuition, fees, and expenses (travel, meals, and up to two days lodging) as provided in the Township's travel policy. The determination of whether a class or seminar is available in the metropolitan area is subject to the Department Director's approval.

ARTICLE XXVII

RETROACTIVE PAY

Any and all monetary adjustments shall be retroactive to April 1, 2007.

ARTICLE XXVIII

EFFECTIVE DATE AND DURATION

This Agreement shall be effective April 1, 2007 and will remain in effect through March 31, 2010. Provided further, the parties hereto mutually agree to undertake negotiations for a new Agreement commencing sixty (60) days prior to the expiration of the contract term hereof, and in the event that such negotiations extend beyond the expiration date of this Agreement, each of the terms and conditions hereof may be extended for such periods of time as may be mutually agreed upon.

ARTICLE XXIX

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent certified mail addressed as follows:

Employer:	Human Resources Department Charter Township of Clinton 40700 Romeo Plank Road Clinton Township, MI 48038
Union:	UAW – LOCAL 412 27800 George Merrelli Drive Warren, MI 48092

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day, date and year first above written at Clinton Township, Macomb County, Michigan.

CHARTER TOWNSHIP OF CLINTON  
MACOMB COUNTY, MICHIGAN

BY: \_\_\_\_\_  
ROBERT J. CANNON  
CLINTON TOWNSHIP SUPERVISOR

BY: \_\_\_\_\_  
DENNIS C. TOMLINSON  
CLINTON TOWNSHIP CLERK

BY: \_\_\_\_\_  
WILLIAM S. SMITH  
HUMAN RESOURCES DIRECTOR

LOCAL 412 OF UNITED AUTO WORKERS

BY: \_\_\_\_\_  
APRIL BELL  
CHAIRPERSON - NEGOTIATOR

BY: \_\_\_\_\_  
JOSEPH PETERS  
REGION 1 – UAW DIRECTOR

BY: \_\_\_\_\_  
SUSAN RAKOWSKI  
NEGOTIATOR

BY: \_\_\_\_\_  
ANTHONY M. FEYERS  
INTERNATIONAL REP. - UAW

BY: \_\_\_\_\_  
DEBORAH BURNEY  
NEGOTIATOR

BY: \_\_\_\_\_  
CHARLES RADER  
SERVICE REP. - UAW



APPENDIX "A"  
 TECHNICAL OFFICE PROFESSIONALS - UNION #412 WAGE SCALE  
 4/1/2007 THRU 3/31/2010

Section 1. WAGES

<b>Classification</b>	<b>Effective Date</b>	<b>Start</b>	<b>1<sup>st</sup> Year</b>	<b>18 Mths.</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
Office Clerk I	4/1/2007	29,171	30,849	32,528	34,204	35,882
Cashier Clerk I	4/1/2008	29,827	31,543	33,260	34,973	36,689
Receptionist	4/1/2009	30,424	32,174	33,925	35,673	37,423
Appraisal Clerk I						
Office Clerk II	4/1/2007	31,042	32,787	34,528	36,272	38,013
Secretary	4/1/2008	31,741	33,525	35,305	37,088	38,869
Gerontology Tech.	4/1/2009	32,375	34,196	36,011	37,830	39,646
Clerk Cashier II	4/1/2007	31,042	33,205	35,365	37,530	39,692
Pstg. & Billing Clerk	4/1/2008	31,741	33,952	36,161	38,374	40,586
Appraisal Clerk II	4/1/2009	32,375	34,631	36,884	39,142	41,397
Stat Finance Clerk II						
Senior Staff Secretary	4/1/2007	33,056	34,918	36,776	38,635	40,496
Accounts Payable Clerk	4/1/2008	33,800	35,704	37,604	39,504	41,407
	4/1/2009	34,476	36,418	38,356	40,295	42,235
Asst. Office Manager	4/1/2007	39,583	40,789	41,996	43,201	44,407
System Coordinator	4/1/2008	40,474	41,706	42,941	44,173	45,406
Tax Sys. Mgt. Coord.	4/1/2009	41,283	42,540	43,800	45,056	46,314
Sports & Fit. Coord.						
Communication Spec.						
Bookkeeper	4/1/2007	36,084	38,594	41,100	43,609	46,114
	4/1/2008	36,896	39,463	42,025	44,590	47,151
	4/1/2009	37,634	40,252	42,866	45,482	48,094
HR Technician	4/1/2007	36,282	38,171	40,721	43,326	46,369
	4/1/2008	37,099	39,030	41,637	44,301	47,413
	4/1/2009	37,841	39,810	42,470	45,187	48,361
Recreation Coordinator	4/1/2007	41,908	43,680	44,568	45,454	47,227
	4/1/2008	42,851	44,663	45,570	46,477	48,290
	4/1/2009	43,708	45,556	46,482	47,406	49,256

Community Planner I	4/1/2007	45,825	47,126	48,432	49,734	51,035
Senior Acct. Clerk	4/1/2008	46,856	48,186	49,521	50,853	52,183
	4/1/2009	47,794	49,150	50,512	51,870	53,227
Computer Sys. Manager	4/1/2007	44,232	46,305	48,120	49,662	53,454
	4/1/2008	45,228	47,347	49,203	50,779	54,657
	4/1/2009	46,132	48,294	50,187	51,795	55,750
Network Analyst	4/1/2007	58,971	61,876	64,782		
	4/1/2008	60,297	63,268	66,239		
	4/1/2009	61,503	64,533	67,564		

Section 2. DIRECT DEPOSIT

All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

## APPENDIX "B"

### CASH IN LIEU OF HEALTH INSURANCE COVERAGE

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another Employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allows employees to decline the Township provided hospital/medical insurance program and receive instead a cash payment.

#### A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the "Waiver of Medical Insurance" form which appears as Appendix C to this agreement.

#### B. AMOUNT OF BENEFIT

The Township will pay the employees hired before April 1, 2008 \$100 per pay period or \$50 per pay for those hired on or after April 1, 2008.

#### C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The cash payment will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop this optional cash payment at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.

4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
  
5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the cash payment.
  
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
  
7. The Provisions of this plan which pertain to adding or dropping insurance coverage are subject to the administrative rules of the insurance carriers for the Township.
  
8. The parties agree that the cash payment described herein is not to be considered as compensation when calculating retirement benefits under the MERS plan.

APPENDIX "C"

WAIVER OF MEDICAL INSURANCE  
AND  
ELECTION OF CASH PAYMENT  
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide payments to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

\_\_\_\_\_\*  
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or loss of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any of Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

\_\_\_\_\_  
Name (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\*If covered elsewhere, you must provide written proof of other coverage.

APPENDIX "D"

WAIVER OF MEDICAL INSURANCE  
AND  
ELECTION OF CASH PAYMENT  
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide payments to me of \$50 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

\_\_\_\_\_\*  
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or loss of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any of Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

\_\_\_\_\_  
Name (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\*If covered elsewhere, you must provide written proof of other coverage.