

Signature Copy
January 12, 2006

AGREEMENT BY AND BETWEEN

CHARTER TOWNSHIP OF PLYMOUTH

&

LOCAL 2958

**MICHIGAN COUNCIL NUMBER 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

JANUARY 1, 2005 – DECEMBER 31, 2008

Ratified on January 10, 2006

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ATTACHMENTS

- Appendix A- Dues Authorization Form
- Appendix B- Classification Schedule
- Appendix C- Family Medical Leave Act Policy
- Letter of Understanding-Grounds Maintenance/Park Ranger position

PREAMBLE

THIS AGREEMENT is entered into on this ____ day of _____, _____, between PLYMOUTH TOWNSHIP BOARD OF TRUSTEES, representing THE CHARTER TOWNSHIP OF PLYMOUTH, Wayne County, Michigan, (referred to as the "Employer"), and CHAPTER LOCAL #2958, MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (referred to as "the Union").

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

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

GENERAL PROVISIONS

SECTION 1. RECOGNITION OF UNION

A. The Township of Plymouth hereby recognizes the American Federation of State, County and Municipal Employees Council 25, Local 2958 (the "Union") as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Act of 1965 with respect to

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wages, hours and other conditions of employment for a unit consisting of all regular full-time and regular part-time non-supervisory employees of the Township not represented by another bargaining unit who are employed in the following positions:

- (i) Information Systems Trainer;
- (ii) Accountant;
- (iii) Building Inspector;
- (iv) Construction plan examiner/inspector;
- (v) Ordinance Officer;
- (vi) Records Management Analyst;
- (vii) Solid Waste/Recycling Coordinator;
- (viii) Administrative Assistant;
- (ix) Administrative Assistant/office manager;
- (x) Treasurer Assistant;
- (xi) Senior Records Clerk;
- (xii) Grounds Maintenance/Park Ranger;
- (xiii) Administrative Clerk;
- (xiv) Clerk;
- (xv) Building and Grounds Maintenance;
- (xvi) Recording Secretary;
- (xvii) Information Systems Processor;
- (xviii) Operator.

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

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

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

SECTION 2. DEFINITIONS

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

B. “Union” shall mean Michigan American Federation of State, County and Municipal Employees Council 25, Local 2598 and its duly elected or appointed officers or representatives.

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

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

E. “Regular Part-Time Employee” shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week but generally at least twenty (20) hours per week on a regular, continuous basis. It is understood that the positions of Recording Secretary and Grounds Maintenance/Park Ranger may work less than twenty (20) hours per week on a regular, continuous basis. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who work an average of thirty (30) or more hours per week in a calendar month may be eligible to earn one day of sick leave and one day of annual leave in such month. Leave will be subject to the same conditions and other eligibility requirements as for full-time employees. Effective upon ratification, regular part-time employees who work twenty-five (25) or more hours in a month that contains a holiday (as defined in Article 27) shall receive 3.75 hours of holiday pay.

F. “Temporary/Seasonal Employee” shall mean an employee whose employment is intended to be for a limited duration of less than six (6) calendar months in a calendar year.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1.

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

- (a) manage its affairs efficiently and economically;
- (b) introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- (c) subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, so long as it does not cause a layoff or reduction in the number of hours of any employee in the bargaining unit (the Employer agrees to bargain the impact of the decision to subcontract upon written request of the Union.);
- (d) determine the number, location and type of facilities;
- (e) hire new employees, to assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in the workweek or workday;
- (f) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations or in situations involving election-related work in the Clerk's office, as long as the election-related work does not result in the erosion of bargaining unit work;
- (g) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;
- (h) establish, change, combine or discontinue job classifications;

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- (i) determine lunch and rest periods, starting and quitting times and the number of hours to be worked;
- (j) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- (k) discipline, suspend, and discharge employees for cause;
- (l) adopt, revise and enforce reasonable Township and departmental rules and regulations;
- (m) transfer, promote and demote employees; and
- (n) establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

ARTICLE 3

NON-DISCRIMINATION

SECTION 1.

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

SECTION 2.

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

ARTICLE 4

NO STRIKES AND NO LOCKOUTS

SECTION 1. NO STRIKE PLEDGE

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

SECTION 2. PENALTY

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

SECTION 3. NO LOCK OUT PLEDGE

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

ARTICLE 5

UNION SECURITY

SECTION 1. AGENCY SHOP

As a condition of continued employment, each employee included in the Collective Bargaining Unit set forth in Article 1, Section 1 shall either become a member of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or not become a member of the Union and pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee. Part-time employees shall pay pro-rated dues or fees based on the number of hours scheduled in accordance with the Union's constitution. Employees shall be deemed to be members of the Union in good standing, within

the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or charges. The Union recognizes however, that it is required under this Agreement and the Michigan Public Employment Relations Act to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

SECTION 2. UNION DUES CHECK-OFF

- A. All employees covered by the terms of this Agreement shall, as a condition of continued employment, execute an authorization for the deduction of Union dues, or for the deduction of a sum equivalent to the Union dues as a service fee. In the event that an Employee covered by the terms of this Agreement does not sign an authorization or make other arrangements with the Union to pay the required dues or fee, the Employer agrees that the services of such Employee shall be discontinued in accordance with the provisions of this Article.
- B. Effective upon execution and thereafter during the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues (or the service fee equivalent) levied in accordance with the constitution and by-laws of the Union from the pay of each Employee who executes or has executed the authorization form specified in Appendix A. The amount to be deducted shall be specified by the Union and provided to the Employer annually. Upon receipt of the information from the Union, the Employer will implement any changes within 30 days. The Employer further agrees to deduct AFSCME/PEOPLE contributions for those individual Employees who have signed an authorization card (supplied by the Union) agreeing to this contribution in a specified amount.
- C. Deductions shall be made from the first pay period of each calendar month, and such deductions, along with a list of employees for whom dues or service fees have been deducted, shall be remitted directly to the office of AFSCME Council 25's Secretary-Treasurer in Lansing between the 15th day and the 30th day of such calendar month. The Township agrees to work with the financial officer of the Union's local with respect to additions and deletions from the list of Employees for whom dues have been deducted.
- D. Deductions shall begin the first pay period of each month effective 30 days after employment begins, provided the Authorization has been filed with the Employer. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which she/he is no longer employed.

- E. The Union shall indemnify, protect and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceedings, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. (The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees.)

SECTION 3. FAILURE TO PAY DUES OR SERVICE FEE

Any employee whose membership is terminated by the Union by reason only of such employee's failure to tender the periodic dues or initiation fee uniformly required as a condition of acquiring or retaining membership, or the service fee equivalent required in Section 1, shall not be retained in the bargaining unit covered by this contract. No employee shall be terminated under this clause unless:

A. The Union first has notified the employee by letter, addressed to the address last known to the Union, spelling out that the employee is delinquent in not tendering the periodic dues and/or initiation fees required or the required service fee equivalent, specifying the current amount of the delinquency, and warning that employee that unless the dues and/or fees or service fee equivalent are tendered within 10 calendar days that employee will be reported to the Employer for termination from employment as provided for in this Article; and

B. The Union has furnished the Employer with written proof that the foregoing procedure has been followed or has supplied the Employer with a copy of the notice to the employee and notice that the employee has not complied with such request. The Union must further specify, when requesting the Employer to discharge the employee, the following by written notice:

The Union certifies that the following named employees are not in good standing with the Union because of their failure to tender or pay [the periodic dues and/or initiation fees uniformly required as a condition of acquiring and/or retaining membership in this Union] or [the service fee equivalent to the periodic dues uniformly required according to this Article.]

The suspension from good standing of the named employees occurred under a uniformly applied suspension policy of the Union.

ARTICLE 6

UNION REPRESENTATION AND COMMUNICATION

SECTION 1. UNION OFFICERS

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

- President;
- Vice President;
- Recording Secretary
- Secretary-Treasurer
- Steward
- Alternate Steward

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

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

SECTION 2. REPRESENTATIVE DUTIES

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

SECTION 3. SUPERVISION

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

SECTION 4. RELEASE TIME

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

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

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

ARTICLE 7

PROBATIONARY EMPLOYEES

SECTION 1. FULL-TIME PROBATIONARY PERIOD

All new or rehired regular full-time employees shall be considered probationary employees for a period of six (6) calendar months of full-time employment, without regard to the number of hours worked within the six (6) month period. In its discretion, the Employer may extend the probationary period up to an additional three (3) months upon proof of an unsatisfactory evaluation to the Union and probationary employee. There shall be no seniority among probationary employees.

SECTION 2. PART-TIME PROBATIONARY PERIOD

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

SECTION 3. PROBATIONARY STATUS

The Union shall be the exclusive collective bargaining representative for probationary employees for rates of pay, wages, hours of employment and other conditions of employment, except that the Employer shall have the sole discretion in matters of discipline and discharge

affecting probationary employees. Extension of probation, discharge or discipline of such probationary employees shall not be subject to the grievance procedure since probationary employees serve at the will of the Employer.

ARTICLE 8

TEMPORARY, SEASONAL AND SUBSTITUTE EMPLOYEES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

ARTICLE 9

SENIORITY

SECTION 1. DEFINITION

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

SECTION 2. SENIORITY LIST

Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list. The Employer shall also post a copy of the seniority list on the bulletin board. Any corrections to the list must be requested in writing within fifteen (15) days. At the end of this period, the Employer and Union shall sign the list, which shall become final and binding. The Employer shall furnish the Union an up-to-date seniority list twice each year, in the first week of January and July. After the fifteen (15) day correction period as stated above, the Employer and Union shall sign the list, which shall become final and binding.

SECTION 3. TERMINATION OF SENIORITY

- A. An employee's seniority and employment shall terminate if he/she:
- (1) quits, resigns, or retires;
 - (2) is discharged and not reinstated through the grievance process;
 - (3) is laid off for a period of one (1) year, or the length of his/her seniority, whichever is less;
 - (4) fails to report to work within three (3) days following recall from layoff;
 - (5) is absent without notifying the Employer for two (2) consecutive working days;

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- (6) fails to return from a leave of absence, vacation or sick leave at the designated time;
- (7) engages in other employment during a leave of absence, unless authorized by the Employer;
- (8) is permanently laid off because of a permanent curtailment or elimination of his/her department or job;

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

SECTION 4. NOTICE

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

ARTICLE 10

SPECIAL CONFERENCES

SECTION 1.

Upon mutual written agreement, the Union President and the Township Supervisor may arrange a special conference between the Union and the Employer at a mutually agreed time for a discussion of important matters. Such meeting shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Local Union, unless additional representation is mutually agreed upon by both parties. A representative of Council 25 and/or a representative of the International Union, as well as the Township Attorney or a legal representative of the Township, may attend special conferences.

SECTION 2.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments in this Agreement, unless agreed to by both parties in advance.

SECTION 3.

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

ARTICLE 11

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

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

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

SECTION 2. PROCEDURE

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

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

STEP #2: (Formal) If the matter has not been resolved informally, a formal written grievance must be filed with the employee’s immediate supervisor within five (5) working days following the occurrence which is the basis of the grievance or within five (5) working days following the date the affected employee (or the Union in the case of a class action grievance) first reasonably should have known of the occurrence which is the basis of the grievance. The grievance must be signed by the affected employee(s) (or by a Union official for a class action grievance) stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance and the relief

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requested. Within seven (7) working days starting the next day following receipt of the grievance, the immediate supervisor will submit to the Union a written response to the grievance. The immediate supervisor may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before the immediate supervisor submits his/her written response. (If the employee's immediate supervisor is also the Department Head, the Step 2 meeting shall not apply, and the grievance may be advanced directly to Step 3 if necessary.)

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

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

SECTION 3. GENERAL

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

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

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

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

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

ARTICLE 12

ARBITRATION

SECTION 1. SELECTION OF ARBITRATOR

In the event the grievance is not satisfactorily settled in Step 4, AFSCME Council 25 shall have sixty (60) calendar days starting the next day following receipt of the Step 4 answer (or, if the Employer does not provide a Step 4 answer, starting the next day following expiration of the time period for the Township Supervisor to render a Step 4 decision) in which to give the Employer written notice of AFSCME Council 25's intent to proceed to arbitration by providing a list of arbitrators as noted below. If such notice is not so submitted within sixty (60) calendar days, the grievance will be considered closed on the basis of the last disposition.

In order to notify the Employer of AFSCME Council 25's intent to proceed to arbitration, AFSCME Council 25's Arbitration Department shall send a list of arbitrators to the Employer to see if the parties can mutually agree upon an arbitrator ad hoc. If the parties are unable to agree within fifteen (15) calendar days starting the next day following the Employer's receipt of the list, the Union shall file the case with the American Arbitration Association (AAA), and an Arbitrator shall be appointed under its rules and procedures. If the case is not timely filed with AAA within an additional fifteen (15) calendar days starting the next day following expiration of the fifteen (15) calendar day ad hoc process, the grievance will be considered closed on the basis of the last disposition.

SECTION 2. FINAL AND BINDING DECISION

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

SECTION 3. POWERS OF THE ARBITRATOR

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

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

SECTION 4. NO APPEAL

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

SECTION 5. ARBITRATION COSTS

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

ARTICLE 13

PERSONNEL FILE

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

ARTICLE 14

TESTS

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

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

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

ARTICLE 15

DISCIPLINE

SECTION 1. JUST CAUSE/PROGRESSIVE DISCIPLINE

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

- ◆ Oral Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. The oral reprimand will also define the improvement or corrective action required and inform the employee that failure to comply with the oral warning will result in more serious action. The Employer shall record the date and subject of the oral reprimand, and shall place a confirmation of oral reprimand in the employee's personnel file.

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

SECTION 2. USE OF DISCIPLINE

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

SECTION 3. RULES

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

SECTION 4. UNION NOTIFICATION

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

ARTICLE 16

LAYOFF AND RECALL

SECTION 1.

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

SECTION 2.

In the event a decision to lay off is made, the Township Supervisor shall notify the Union President and any employee(s) to be laid off at least seven (7) calendar days before the layoff. Notice will be given to the employee in writing, or sent by certified mail to the employee's last known address in the personnel file. At least three (3) workdays before the layoff, representatives of the Employer shall meet with representatives of the Union prior to the effective date of the layoff to discuss possible alternatives to layoff.

SECTION 3.

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

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

SECTION 4.

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

SECTION 5.

For purposes of this section, "equal classification" shall mean any of the following

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classifications listed within the same grouping as the laid off employee's present classification and "lower classification" shall mean any of the following classifications listed in a grouping beneath the employee's present classification:

Accountant-General Ledger
Information Systems Trainer

Building Inspector

Accountant-Payables

Ordinance Officer
Solid Waste Coordinator
Records Management Analyst

Office Manager
Senior Records Clerk

Administrative Assistant-Treasurer
Administrative Assistant-Fire
Administrative Assistant-DPW
Administrative Assistant-Assessing
Administrative Assistant-DPS
Administrative Assistant-Community Development
Administrative Assistant-Clerk
Administrative Assistant-Police
Administrative Assistant-Building

Grounds Maintenance/Park Ranger
Building Maintenance

Part-time Administrative Clerk-Police or DPW

Part-time Recording Secretary

Part-time Grounds Maintenance/Park Ranger

Part-time Operator

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

ARTICLE 17

VACANCIES AND TRANSFERS

SECTION 1.

Vacancies that are to be filled by transfer or promotion will be posted on the Union bulletin board(s) for a period of at least five (5) working days, and the Union President will be furnished with a copy of the posted notice at least one day in advance of the posting. The Employer may simultaneously advertise vacancies externally.

SECTION 2.

In evaluating applicants, the Employer shall determine the ability and qualifications of the applicants and select from among the three (3) most senior qualified employees bidding on

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the job. The Employer will reserve the right to hire from outside the bargaining unit, if no employee is qualified to fill the vacancy or no bids are received from employees in the bargaining unit. The Employer will provide notice to all applicants and to the Union President once a vacancy has been filled. Employees selected by the Employer for a new position will serve a sixty (60) day trial period in the position. During the trial period either the employee or the Employer may return the employee to his/her previous position. The Employer reserves the right to retain a promoted employee in her/his current position until such time as that position has been filled and a training period, if necessary, but not to exceed fifteen (15) working days, has occurred.

SECTION 3.

Notwithstanding the above, an employee may be permanently transferred within the bargaining unit by the Employer from one position, classification or shift to another if the employee consents to the transfer or if the Employer determines it is in the best interest of the employee, Township and public or for medical or safety reasons. If the transfer is to a higher-rated classification, the transferred employee shall initially be paid at the earliest step in the classification which results in a pay increase. Thereafter, the employee shall advance on the pay scale in accordance with her/his length of service in the new classification.

ARTICLE 18

NEW CLASSIFICATIONS

When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Employer shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Union President with a copy. The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union President. During the thirty (30) day period, but not thereafter, the Union may request the Employer to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date the employee started on the job, except as otherwise mutually agreed.

ARTICLE 19

WAGES

Employees shall be paid in accordance with the Classification Schedules attached as

Appendix B-1 through B-4.

ARTICLE 20

HOURS OF WORK

SECTION 1. HOURS

The normal work day for full-time employees shall be seven and one half (7.5) hours excluding non-paid lunch periods (eight (8) hours excluding non-paid lunch periods for park rangers). The normal work week for full-time employees shall consist of five (5) work days in a thirty seven and a half (37.5) hour work week (forty (40) hour work week for grounds maintenance/park rangers).

SECTION 2. LUNCH PERIODS

Employees will have a one-hour unpaid lunch period for each full work day.

SECTION 3. ATTENDANCE

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

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

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

ARTICLE 21

OVERTIME AND COMPENSATORY TIME

SECTION 1. OVERTIME DEFINED

Overtime is defined as all hours worked over thirty-seven and a half (37.5) during a work week (forty (40) hours for grounds maintenance/park rangers) by a non-exempt employee.

SECTION 2. PRIOR APPROVAL REQUIREMENT

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

SECTION 3. COMPENSATION FOR OVERTIME

A non-exempt employee who works in excess of thirty seven and a half (37.5) hours during a work week (forty (40) hours for grounds maintenance/park rangers) will be compensated for each hour of overtime worked at the rate of one and one-half (1 ½) times his/her regular rate of pay or shall receive compensatory time as stated below.

SECTION 4. ELIGIBILITY FOR COMPENSATORY TIME

Employees who work overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime if mutually agreed between the employee and his/her supervisor. Compensatory time will be granted at a rate of one and one-half (1 ½) hours for each hour of overtime in excess of thirty-seven and a half (37.5) (forty (40) for grounds maintenance/park rangers) in any one work week.

SECTION 5. AMOUNT OF COMPENSATORY TIME ACCRUED

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

SECTION 6. REQUESTING USE OF COMPENSATORY TIME

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

SECTION 7. PAYMENT OF COMPENSATORY TIME UPON TERMINATION

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

ARTICLE 22

NON-PAID LEAVE OF ABSENCE

SECTION 1. FAMILY AND MEDICAL LEAVE

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

SECTION 2. NON-FMLA LEAVE

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

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

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

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

ARTICLE 23

SICK LEAVE

SECTION 1. METHOD OF EARNING

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

SECTION 2. METHOD OF USE

- A. Sick days may be used in the same period when earned.
- B. The maximum accumulation allowed is forty-five (45) days (three hundred thirty seven and a half (337.5) hours).
- C. Sick days may be used in increments of one-half (1/2) workday (3.75 hours.) Effective January 1, 2006, an employee may use sick leave in two (2) hour increments up to four (4) times per calendar year.
- D. Accumulated sick leave shall be paid upon termination or retirement up to a maximum of forty-five (45) days, (three hundred thirty seven and a half (337.5) hours) based on the regular hourly wage rate pursuant to state and federal wage and hour laws.
- E. Sick time in excess of three hundred thirty seven and a half (337.5) hours will be bought back by the Township at one-half (1/2) the regular hourly wage rate as of December 1st of that year in which the time was earned. Sick leave buy back payments will be made no later than the second pay period in January the following year.

SECTION 3.

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

SECTION 4.

In order to receive compensation while absent on sick leave, the employee must notify

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

Sick Leave Supplemental Bank. Effective upon ratification of this Agreement, in addition to the sick leave accumulation covered in this Article, all full-time employees on the payroll the first day of each month shall earn an additional seven and a half (7.5) hours [eight (8) hours for park employees] per month that shall remain in a supplemental sick leave bank.

- A. The supplemental sick bank is to be used only if:
 - 1. The employee has exhausted all of his or her regular sick time accumulation bank hours; and
 - 2. The employee suffers an illness or injury that causes the employee to be absent from work for at least two (2) weeks; and
 - 3. The employee has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current forty five (45) workday long-term disability benefit elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may an employee supplement LTD coverage through the use of these benefits.
- B. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore,

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the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

- C. Maximum accumulation is three hundred thirty seven and a half (337.5) [three hundred sixty (360) for park employees] hours of supplemental sick leave for supplemental hours earned on a monthly basis.
- D. This benefit is not transferable.

ARTICLE 24

PERSONAL BUSINESS DAYS

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

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

ARTICLE 25

BEREAVEMENT LEAVE

SECTION 1.

Any regular full-time employee who, while actively working, shall suffer death in his/her immediate family (as defined in Section 2 of this Article) shall be granted time off with pay for the number of regular, scheduled hours worked, for up to three (3) work days. Such absence shall not be chargeable to personal business, sick or annual leave.

SECTION 2.

Bereavement leave shall be authorized for the death of any of the following relative(s) of an eligible employee; spouse, child, stepchild, parent, stepparent, brother, sister, grandparent,

grandchild, mother-in-law or father-in-law.

SECTION 3.

An employee may use one (1) day from accumulated sick leave for the death of the Employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

Bereavement leave may be extended up to a total of five (5) working days if the funeral service attended is more than 500 miles from the employee's residence.

SECTION 7.

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

ARTICLE 26

ANNUAL LEAVE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

ARTICLE 27

HOLIDAYS

SECTION 1.

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

- New Year's Day
- President's Day
- Martin Luther King, Jr. Day
- Good Friday (3.75 hours)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Day Before Christmas
- Christmas Day
- Day Before New Year's Day

SECTION 2.

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

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

SECTION 3.

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

SECTION 4.

Except for full-time park employees, who are covered by Section 6, a regular full-time employee who is required to work one of the following paid holidays shall be paid one and one-half (1.5) times his/her normal rate for all hours authorized by the Employer, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. A regular full-time employee who is required by the Employer to work on any other holiday shall be paid at his/her regular rate, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article. Notwithstanding the above, each bargaining unit employee in the Treasurer's Department who is required to work on the day before New Year's Day shall be paid double his/her normal rate for all hours authorized by the Employer on such day, in addition to his/her normal holiday pay, providing he/she meets all other requirements of this Article.

SECTION 5.

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

SECTION 6.

Due to the unique nature of the employment of park employees, regular full-time park employees will work all holidays except for Thanksgiving, Christmas Day, and New Year's Day, which will be paid holidays for regular full-time park employees and the park will not be open. To compensate for working all other Township designated holidays, regular full-time park employees will be allotted eight (8) extra hours of vacation leave for each holiday worked with the proviso that it be used during the park off-season.

ARTICLE 28

JURY DUTY

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

ARTICLE 29

RETIREMENT AND PENSION

SECTION 1.

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

SECTION 2.

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

SECTION 3.

The employee shall make retirement contributions of five (5%) percent of his/her base wages (pre-tax) to the pension plan. The employee may contribute up to an additional ten (10%) percent of the employee's base wages (after-tax) each year to the pension plan on a voluntary basis.

SECTION 4. **VESTING SCHEDULE**

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

1. Personal/Individual Contributions: Employees will be immediately

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vested for all individual contributions (100% vesting).

2. Employer/Township contributions: Employee will be fully vested for all employer pension contributions after he/she completes 20 months of employment (100% vested after 20 months).

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

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

2. Employer/Township Contributions:

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

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

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

2. Employer/Township Contributions:

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

ARTICLE 30

RETIREE HEALTH CARE

Regular full-time employees who retire from Township employment may be eligible for retiree health insurance as follows. The Employer will offer eligible retirees and their spouses health insurance comparable to that provided to full-time employees, including dental, optical

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and prescription drug riders, if any, provided that benefits are coordinated with Medicare, Medicaid and other benefits provided by subsequent employers or spousal employers (with Medicare as the primary insurer.) Eligible retirees would pay 5% of the medical premium as a co-payment on an annual basis, billed in advance.

For regular full-time employees hired prior to the date this Agreement is ratified by the Township Board of Trustees, eligibility will be based on acquiring at least 75 points that are equal to the sum of the employee's age and the number of years of service with the Township. Retirees will not be eligible for coverage unless they have completed at least ten (10) years of service and are at least sixty (60) years of age.

For regular full-time employees hired after the date this Agreement is ratified by the Township Board of Trustees, eligibility will be based on completing at least twenty-five (25) years of service with the Township

ARTICLE 31

INSURANCE

SECTION 1. GENERAL

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

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

SECTION 2. LONG TERM DISABILITY

The Township will provide a long term disability benefit such as UNUM Policy Number 504796-011.

SECTION 3. TERM LIFE INSURANCE

The Employer will pay the required premiums for a term life insurance policy in the

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amount of \$50,000.00 (reduced benefits at age 65, 70 and 75), \$50,000.00 accidental death and dismemberment (reduced benefits at age 65, 70, and 75) for each insurable, full-time employee occupying a job classification covered by this Agreement.

SECTION 4. HOSPITALIZATION, DENTAL AND VISION COVERAGE

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

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

1. Prescription co-pay (all programs) shall be \$10.00 generic pharmaceutical, \$20.00 preferred brand name pharmaceutical, \$30.00 non-preferred brand name pharmaceutical. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the generic equivalent to the extent not paid by the carrier, over and above the applicable \$20.00 or \$30.00 co-pay.

2. Office visit co-pay: \$10.00.

3. Insurance Premium Sharing as follows: Employees choosing health care coverage of any type will contribute 1% of their gross wages each year towards health care premiums. This contribution will be made by means of payroll deduction spread evenly over each payroll period. There shall be no reimbursement by the Township of this contribution towards premiums.

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

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

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

Signature Copy
January 12, 2006

insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a union member's outside insurance coverage is terminated for any reason, the Township will endeavor to enroll the employee and the employee's eligible dependents in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

2. Union members who waive medical benefits will be entitled to a taxable cash benefit of \$50.00 per pay period, or \$150.00 per pay period provided at least seven (7) bargaining unit members opt out, for the duration of the waiver.

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

SECTION 5. LIABILITY INSURANCE

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

ARTICLE 32

WORKER'S COMPENSATION

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

ARTICLE 33

WORK CLOTHING

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

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January 12, 2006

Construction Plan Examiner/Inspectors:

As needed: Heavy coat, hardhat, winter boots.

Grounds Maintenance/Park Rangers:

As needed: 3-4 shirts, 3 coats (heavy, middle, light, etc.) 2 shorts,
3-4 pants, hat, steel toed shoes.

Maintenance:

As needed: Heavy coat, work boots.

ARTICLE 34

TRAVEL EXPENSE REIMBURSEMENT

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE 35

REIMBURSEMENT OF EDUCATIONAL AND PROFESSIONAL EXPENSES

The Employer will reimburse an employee for the cost of tuition (up to Three Thousand

Signature Copy
January 12, 2006

Dollars (\$3,000.00) per calendar year), fees and books for continuing education classes provided that a "C" average is maintained in such course work.

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

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

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

ARTICLE 36

MISCELLANEOUS

SECTION 1. USE OF FACILITIES

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

SECTION 2. BULLETIN BOARDS

While Township offices are housed in separate building, the Township shall provide a suitable bulletin board in each building for the posting of Union notices or other material. When Township offices are all under one roof, there shall be one designated bulletin board. Said board shall be identified with the name of the Union and shall be at least three (3) feet by five (5) feet in size, and the Union may designate persons to be responsible for this board. Notices shall be restricted to the following types:

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

Signature Copy
January 12, 2006

4. In no case shall political, obscene or defamatory printed or written matter be placed on the bulletin board.

SECTION 3. USE OF INTEROFFICE MAIL

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

SECTION 4. COPIES OF THE AGREEMENT

Copies of this Agreement shall be printed at the expense of the Employer and an original signed copy shall be presented to the Employer and the Union. The Township will provide all bargaining unit members a copy of the Agreement.

SECTION 5. EMERGENCY WEATHER CONDITIONS

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

SECTION 6 BOARD AGENDA

The Employer will provide the Union president a Board agenda and minutes prior to a scheduled Board meeting. In addition, the agenda for a scheduled work session will also be provided in advance to the Union president.

SECTION 7 COPIERS

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

SECTION 8 FILE CABINET

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

ARTICLE 37

SCOPE OF AGREEMENT

SECTION 1.

It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

SECTION 2.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by a mutual agreement in writing hereafter signed by the parties hereto.

SECTION 3.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 38

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE 39

DURATION OF AGREEMENT

The termination date of this Agreement is December 31, 2008. This Agreement shall continue in full force and effect on a year to year basis after December 31, 2008 unless either party submits written notice to the other on or before ninety (90) days of intent to terminate the Agreement.

MICHIGAN AFSCME COUNCIL 25

CHARTER TOWNSHIP OF PLYMOUTH

By: Angela M. Tabor
Angela M. Tabor
Dated: 1-25-06
Its: Staff Representative

By: Richard M. Reaume
Richard M. Reaume
Dated: 1-30-06
Its: SUPERVISOR

By: Carol M. Pyykkonen
Carol M. Pyykkonen
Dated: 1-25-06
Its: President

By: Marilyn A. Massengill
Marilyn A. Massengill
Dated: 2-1-06
Its: Clerk

By: Cheryl L. Smith
Cheryl L. Smith
Dated: 1-25-2006
Its: Secretary/Treasurer

Dues Authorization Form

Employer: _____
I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of
Local _____ Date started union position: _____

Please print clearly and firmly

First Name Middle Initial Last Name

Address

City, State and Zip

Telephone Number Social Security Number

Signature



EMPLOYER'S COPY

2005 (Annualized Wages Based on 1950 Hours Worked)			
	Start	After 1 Yr.	After 2 Yrs
Accountant-General Ledger	\$50,141	\$52,928	\$55,713
Information Systems Trainer			
Building Inspector	\$45,229	\$47,743	\$50,255
Accountant - Payables	\$43,913	\$46,352	\$48,792
Ordinance Officer	\$39,252	\$41,433	\$43,613
Solid Waste Coordinator			
Records Management Analyst			
Office Manager	\$35,707	\$37,691	\$39,675
Sr. Records Clerk			
Admin. Asst. - Treasurer	\$31,047	\$32,773	\$34,498
Admin. Asst. - Fire			
Admin. Asst. - DPW			
Admin. Asst. - Assessing			
Admin. Asst. - DPS			
Admin. Asst. - Comm. Dev.			
Admin. Asst. - Clerk			
Admin. Asst. - Police			
Admin. Asst. - Bldg.			
Park Ranger	\$29,630	\$31,276	\$32,922
Bldg. Maintenance			
P-T Admin. Clk, Police, DPW	\$14.58	\$15.39	\$16.20
P-T Recording Secretary	\$14.29	\$15.08	\$15.87
P-T Ranger	\$11.61	\$12.26	\$12.90
P-T Operator	\$10.49	\$11.06	\$11.65

Appendix B-2

2006 (Annualized Wages Based on 1950 Hours Worked)			
	Start	After 1 Yr.	After 2 Yrs
Accountant-General Ledger	\$51,645	\$54,516	\$57,384
Information Systems Trainer			
Building Inspector	\$46,586	\$49,175	\$51,763
Accountant - Payables	\$45,230	\$47,743	\$50,256
Ordinance Officer	\$40,430	\$42,676	\$44,921
Solid Waste Coordinator			
Records Management Analyst			
Office Manager	\$36,778	\$38,822	\$40,865
Sr. Records Clerk			
Admin. Asst. - Treasurer	\$31,978	\$33,756	\$35,533
Admin. Asst. - Fire			
Admin. Asst. - DPW			
Admin. Asst. - Assessing			
Admin. Asst. - DPS			
Admin. Asst. - Comm. Dev.			
Admin. Asst. - Clerk			
Admin. Asst. - Police			
Admin. Asst. - Bldg.			
Park Ranger	\$30,519	\$32,214	\$33,910
Bldg. Maintenance			
P-T Admin. Clk, Police, DPW	\$15.02	\$15.85	\$16.69
P-T Recording Secretary	\$14.72	\$15.53	\$16.35
P-T Ranger	\$11.96	\$12.63	\$13.29
P-T Operator	\$10.80	\$11.39	\$12.00

Appendix B-3

2007 (Annualized Wages Based on 1950 Hours Worked)			
	Start	After 1 Yr.	After 2 Yrs
Accountant-General Ledger	\$53,194	\$56,151	\$59,106
Information Systems Trainer			
Building Inspector	\$47,984	\$50,650	\$53,316
Accountant - Payables	\$46,587	\$49,175	\$51,764
Ordinance Officer	\$41,643	\$43,956	\$46,269
Solid Waste Coordinator			
Records Management Analyst			
Office Manager	\$37,881	\$39,987	\$42,091
Sr. Records Clerk			
Admin. Asst. - Treasurer	\$32,937	\$34,769	\$36,599
Admin. Asst. - Fire			
Admin. Asst. - DPW			
Admin. Asst. - Assessing			
Admin. Asst. - DPS			
Admin. Asst. - Comm. Dev.			
Admin. Asst. - Clerk			
Admin. Asst. - Police			
Admin. Asst. - Bldg.			
Park Ranger	\$31,435	\$33,180	\$34,927
Bldg. Maintenance			
P-T Admin. Clk, Police, DPW	\$15.47	\$16.33	\$17.19
P-T Recording Secretary	\$15.16	\$16.00	\$16.84
P-T Ranger	\$12.32	\$13.01	\$13.69
P-T Operator	\$11.12	\$11.73	\$12.36

2008 (Annualized Wages Based on 1950 Hours Worked)			
	Start	After 1 Yr.	After 2 Yrs
Accountant-General Ledger	\$54,790	\$57,836	\$60,879
Information Systems Trainer			
Building Inspector	\$49,424	\$52,170	\$54,915
Accountant - Payables	\$47,985	\$50,650	\$53,317
Ordinance Officer	\$42,892	\$45,275	\$47,657
Solid Waste Coordinator			
Records Management Analyst			
Office Manager	\$39,017	\$41,187	\$43,354
Sr. Records Clerk			
Admin. Asst. - Treasurer	\$33,925	\$35,812	\$37,697
Admin. Asst. - Fire			
Admin. Asst. - DPW			
Admin. Asst. - Assessing			
Admin. Asst. - DPS			
Admin. Asst. - Comm. Dev.			
Admin. Asst. - Clerk			
Admin. Asst. - Police			
Admin. Asst. - Bldg.			
Park Ranger	\$32,378	\$34,175	\$35,975
Bldg. Maintenance			
P-T Admin. Clk, Police, DPW	\$15.93	\$16.82	\$17.71
P-T Recording Secretary	\$15.61	\$16.48	\$17.35
P-T Ranger	\$12.69	\$13.40	\$14.10
P-T Operator	\$11.45	\$12.08	\$12.73

CHARTER TOWNSHIP OF PLYMOUTH FAMILY AND MEDICAL LEAVE POLICY

A. General Provisions

It is the policy of the Charter Township of Plymouth to grant up to 12 weeks of family and medical leave during any 12 month period (as defined in this policy) to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and applicable rules and regulations. The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy. This policy supersedes all other Township family and medical leave policies, practices and/or employee agreements as of August 5, 1993 (February 5, 1994 for employees represented by collective bargaining groups).

B. Eligibility

In order to qualify to take family and medical leave under this policy, the employee must meet **all** of the following conditions:

- 1) The employee must have worked for the Charter Township of Plymouth for at least 12 months, or 52 weeks. The twelve months or 52 weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- 2) The employee must have worked at least 1250 hours during the twelve month period immediately before the date when leave would begin.

The Township will measure the twelve month leave entitlement period as a rolling 12 month period measured backward from the date an employee uses any leave under this policy (except that the Township will not measure back before August 5, 1993). Each time an employee takes leave, the Township will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave and the balance remaining is the amount the employee is entitled to take at that time.

If a husband and wife both work for the Township, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife jointly may only take a total of 12 weeks of leave (e.g. Sara and Bill both work for the Township. Sara takes 8 weeks to care for their newly adopted child. Bill is only eligible to take the remaining 4 weeks to care for the newly adopted child.

C. Type of Leave Covered

In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

- 1) the birth of a child and in order to care for that child; leave must be taken within one year of the birth.
- 2) the placement of a child for adoption or foster care with the employee; leave must be taken within one year of the placement of the child.
- 3) to care for a spouse, child, or parent with a serious health condition; or
- 4) the serious health condition (as defined in the FMLA and the applicable rules and regulations) of the employee. Employees with questions about what illnesses are covered under this FMLA policy or under the Township's sick leave policy are encouraged to consult with the Human Resource Department. The Township may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Township may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

D. Employee Status and Benefits During Leave

While an employee is on leave, the Township will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or other circumstances beyond control of the employee (as defined by the FMLA statute and the applicable rules and regulations) the Township may require the employee to reimburse the Township the amount it paid for the employee's health insurance premium during the leave period.

As applicable under current Township policy, the employee generally pays a portion of the monthly health care premium. While on paid leave, the Township will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment is due as invoiced. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

Generally, if the employee contributes to a dental, vision, life insurance or disability plan, the Township will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, however, the employee will be responsible for payment of the entire monthly premium. If the employee does not continue these payments, the Township may discontinue coverage during the leave period or will recover payments at the end of the leave period, in a manner consistent with the law.

Pursuant to Township procedures for earning vacation and/or sick leave, an employee on paid leave will continue to earn these leave time benefits. Employees on unpaid leave will not earn vacation and/or sick leave benefits during the unpaid period.

With respect to the Township's pension program, any period of FMLA leave will be treated as continuous service (i.e. no break in service) for purposes of vesting or eligibility to participate.

Employees on FMLA leave will continue to earn seniority for purposes of compensation increases, layoffs, recalls, promotions, etc...

E. Employee Status After Leave

An employee who takes leave under this policy will be able to return to the same job or a job with equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority. The Township may choose to exempt certain highly compensated employees, as defined under the FMLA statute and applicable rules and regulations as "key employees", from this requirement and not return them to the same or similar position.

F. Use of Paid and Unpaid Leave

An employee who is taking the leave because of the employee's own serious health condition or the serious health condition of a family member must use all current year paid vacation, personal or sick leave prior to being eligible for the remainder of the unpaid leave. The paid leave time will be taken in accordance with the applicable labor contract or rules and regulations under which the employee is working, subject to FMLA statutes and applicable rules and regulations and generally will be taken in the following order: (1) sick leave, (2) vacation, (3) personal days.

An employee taking leave for the birth of a child must use paid sick leave for the physical recovery following child birth. The employee may then use any remaining sick leave, current year paid vacation, personal leave and then will be eligible for the remainder of the 12 weeks unpaid leave. Also, pregnancy disability or other leave taken under the Township's long term disability plan is considered to be paid sick leave for purposes of FMLA substitution.

An employee who is taking the leave for the adoption or foster care of a child must first use all paid vacation and then personal leave prior to being eligible for unpaid leave.

G. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or under certain circumstances may use the leave to reduce the work week or work day resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 weeks over a 12 month period.

For part-time employees the FMLA leave entitlement is calculated on a pro rata or proportional basis. If an employee's work schedule varies from week to week, the average weekly hours worked during the 12 weeks prior to the start of the FMLA leave will be used to calculate this type of employee's "normal" work schedule for this purpose.

The Township may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For the birth, adoption or foster care of a child, the Township and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Township before taking intermittent leave or working a reduced hour schedule. The employee must prove that the use of the leave is medically necessary (as defined under the FMLA statute and the applicable rules and regulations). The Township may require certification of the medical necessity, discussed in Section H.

H. Certification of the Serious Health Condition

The Township may ask for certification of the serious health condition. The employee should try to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form attached to this policy.

Certification of the serious health condition shall include: the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement that the eligible employee is needed to care for the family member and that the employee's presence is necessary or will assist in the recovery. In addition, the certification must include an estimate as to the amount of time the employee is needed to provide this care.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Township may, at its expense, require a second opinion as to certification, periodic recertification and/or a return to work evaluation by a physician of its choosing.

If necessary to resolve a conflict between the original certification and the second opinion, the Township will require the opinion of a third doctor. The Township and the employee will jointly select the third doctor and the Township will pay for the opinion. This third opinion will be considered final.

I. Procedure for Requesting Leave

All employees requesting leave under this policy must submit the request in writing to the Human Resource Department.

When an employee plans to take leave under this policy, the employee must give the Township 30 days notice. If it is not possible to give 30 days notice, the employee must give as much notice as is practicable. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Township's operations.

If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Township receives the notice.

While on leave, employees are requested to report periodically to the Human Resource Department regarding the status of the leave, and their intent to return to work.

LETTER OF UNDERSTANDING
between
Charter Township of Plymouth
and
Local 2958 of the American Federation
Of State County and Municipal Employees (AFSCME), Council 25

As a result of the negotiations for the 2005-2008 collective bargaining agreement, both parties agree that if any of the AFSCME Grounds Maintenance/Park Ranger positions become vacant, negotiations will occur regarding shift preference and shift premium. Both parties agree that this will occur within 10 days, unless extended by mutual agreement, of the vacancy occurring.

MICHIGAN AFSCME COUNCIL 25

CHARTER TOWNSHIP OF PLYMOUTH

By: Angela M. Tabor
Angela M. Tabor
Dated: 1-25-06
Its: Staff Representative

By: Richard M. Reaume
Richard M. Reaume
Dated: 1-30-06
Its: SUPERVISOR

By: Carol M. Pyykkonen
Carol M. Pyykkonen
Dated: 1-25-06
Its: President

By: Marilyn A. Massengill
Marilyn A. Massengill
Dated: 2-1-06
Its: Clerk

By: Cheryl L. Smith
Cheryl L. Smith
Dated: 1-25-2006
Its: Secretary Treasurer