

AGREEMENT

between

WATERFORD TOWNSHIP

- and -

TEAMSTERS LOCAL 214

Effective Date: January 1, 2016 through December 31, 2018



TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE #</u>
1	Agreement	2
2	Purpose and Intent	2
3	Recognition – Employees Covered	2
4	Aid to Other Unions	3
5	Union Security	3
6	Union Dues	4
7	Representation	6
8	Special Conferences	8
9	Grievance Procedure	9
10	Computation of Back Wages	13
11	Discharge and Discipline	14
12	Probation	16
13	Seniority	17
14	Loss or Adjustment of Seniority	18
15	Seniority of Stewards	19
16	Seniority of Chief Steward	20
17	Shift Preference	20
18	Supplemental Agreements	20
19	Layoff Defined	21
20	Recall Procedure	23
21	Transfers	24
22	Promotion, Rates for New Jobs and Temporary Assignments	25
23	Veteran Benefits	28
24	Work Out of Classification	29
25	Leaves of Absence	29
26	Leave for Union Business	31
27	Sick Leave, Short Term & Long Term Disability	31
28	Personal Leave	33
29	Funeral Leave	33
30	Longevity Pay	35
31	Hours of Work	35
32	Shift Premium	37
33	Overtime and/or Premium Pay	37
34	Compensatory Time	40
35	Holiday Provision	41
36	Vacation	42
37	Direct Deposit	45
38	Miscellaneous	45
39	Union Bulletin Boards	45

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ARTICLE</u>	<u>PAGE #</u>
40	Jury Duty	46
41	Safety Committee	46
42	Hospitalization Medical Coverage	47
43	Workers' Compensation	51
44	Life Insurance Coverage and AD&D	52
45	Pensions	53
46	Tuition Reimbursement	57
47	Temporary and/or Part-Time Employees Not Included in the Bargaining Unit	57
48	Part-Time Employees Within the Bargaining Unit	59
49	Paid Time Off Days for Part-Time Employees	60
50	Classification Change Requests	61
51	Classification and Wages	62
52	Management Rights	64
53	Maintenance of Standards	64
54	Savings Clause	65
55	Duration	66
	Signature Page	67
	Appendix	68

ARTICLE 1
AGREEMENT

1.1 This Agreement entered into between the Township of Waterford, Michigan, a Michigan Charter Township (“Employer”) and Teamsters State, County and Municipal Workers Local 214 (“Union”).

1.2 The headings used in this Agreement and exhibits neither add to nor subtract from the meanings but are for reference only.

ARTICLE 2
PURPOSE AND INTENT

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

2.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

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

ARTICLE 3
RECOGNITION – EMPLOYEES COVERED

3.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as exclusive bargaining agent in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees of

the Employer employed in the positions or classifications as defined, established and set forth in Schedule "A" of the Agreement.

3.2 The Employer will not create additional positions or classifications for the purpose of excluding employees from coverage under this Agreement.

ARTICLE 4
AID TO OTHER UNIONS

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

ARTICLE 5
UNION SECURITY

5.1 To the extent that the Laws of the State of Michigan Permit, it is Agreed that: Each employee, who is or becomes a member of the Union, may sign an authorized dues deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

5.2 The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

5.3 The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the

employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

5.4 If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

5.5 The employer agrees to deduct the Union membership dues each pay period from the pay of the employees who have requested that such deductions be made.

” form which is incomplete or in error will be returned to the Union by the Employer.

ARTICLE 6 **UNION DUES**

6.1 When Deductions Begin. Check-off deduction under all properly executed “Authorization for Check-off of Dues” forms shall become effective when the form is tendered on the first payroll of each month provided sufficient notice is given to the Employer and once a month thereafter.

6.2 Delivery Of Additional Check-Off Form. The Union will provide to the Employer any additional “Authorization for Check off of Dues” forms under which Union membership dues are to be deducted.

6.3 Refunds. In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union constitution and by-laws, refunds to the employee will be made by the Union.

6.4 Remittance Of Dues To The Financial Secretary. Deduction for any pay period shall be remitted to the “Secretary/Treasurer of Teamsters Local 214, 2825 Trumbull

Avenue, Detroit, Michigan 48216-1290” as soon as possible after each pay period. The Employer shall furnish the designated financial officer of the Union with a list of those for whom the Union has submitted signed “Authorization for Check-off of dues” forms, but for whom no deductions have been made.

6.5 Disputes Concerning Check-Off. Any dispute between the Union and the employee which may arise as to whether or not an employee properly executed or properly revoked an “Authorization for Check-off of Dues” form shall be reviewed with the employee by a representative of the Union and a designated representative of the Employer. Should this review not dispose of the matter, the Employer shall from this period forward deduct the dues of said employee and place the money in escrow until the matter is settled. The dispute may be referred to an arbitrator whose decision shall be final and binding on the employee, Union, and the Employer.

6.6 Limit Of Employer’s Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from the wages earned by the employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken, by the Employer for the purpose of complying with Article VI of Agreement.

6.7 List Of Members Paying Dues. The Union will furnish to the Employer a list of the names of all members paying dues directly to the Union. Thereafter, the Union shall furnish the Employer a monthly list of any changes.

6.8 Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of Teamsters Local 214.

ARTICLE 7 REPRESENTATION

7.1 In each representation area as defined in 7.2, employees in this area shall be represented by one (1) steward and one (1) alternate steward on each shift who shall be a regular seniority employee within that area. The alternate steward shall act only in the absence of the steward. A steward will be required only when five (5) or more employees are working on the second or third shift.

A. Any employee who is called in to meet or confer with management for purposes of an investigation conference that could lead to disciplinary action has the right and may request to have a Steward present.

7.2 For the purpose of steward representation, the six (6) areas shall be as follows:

- A. DPW Clerical
- B. DPW Non-Clerical
- C. Police and Fire
- D. Township Hall Employees
- E. Parks & Recreation
- F. Library

The Employer and Union may redistrict the units from time to time by agreement. Increased steward representation shall be based upon proportional representation with one (1) steward (and area) for each thirty (30) active employees in the bargaining unit.

7.3 The stewards, during their working hours upon advising the Employer, shall be allowed, without loss of time or pay, to investigate and present grievances to the

Employer, providing however that such action shall not create undue disruption to the Township operations. Any abuse of this privilege shall be proper subject for a special conference.

7.4 The Chief Steward of Steward shall, upon notification to the appropriate department head, be given time off without loss of time or pay to investigate and present a policy grievance, or to attend to urgent Union business that will affect the operation of the Township and which cannot be dealt with during non-working hours. Such activity shall not unreasonably hinder the conduct of the Township's operations. Any abuse of this privilege shall be proper subject for special conference.

7.5 The Chief Steward may oversee all stewards of the Township and shall be the steward for the department stewards and may represent department stewards when they personally have a grievance and also any grievant who requests the Chief Steward be present if available.

7.6 Contract Negotiations. The Teamsters Local 214 employees shall during their working hours without loss of time or pay be allowed three (3) employees present for contract negotiations with the Township. No more than two (2) representatives from Teamsters Local 214 may also be present.

7.7 Grievance Handling. Stewards, during their working hours without loss of time or pay shall be allowed to investigate and present grievance(s) to the Employer, providing however that such action shall not create undue disruption to the Township operations. Any abuse of this right shall be proper subject for special conference.

A. Policy Grievance, Discharges. Shall be handled by the Chief Steward or Steward, during their working hours without loss of time or pay.

B. Step III 3 Meetings. Shall be handled by the Chief Steward and Steward during their working hours without loss of time or pay.

ARTICLE 8 **SPECIAL CONFERENCES**

8.1 Special conferences for important matters will be arranged between the Union and the Employer or its designated representatives upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) Representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.

8.2 Members of the Union shall not lose time or pay for the time spent in a special conference.

8.3 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding such special conference with the representatives of the Employer for which a written request has been made.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 A "grievance" is a claim based on an employee's belief that there has been a violation, misinterpretation, or misapplication of a provision of this contract.

9.2 The "grievance procedure" shall not apply to any matter which is prescribed by law or state regulation or over which the Township is without power to act. A grievance may be filed by an aggrieved employee or, whenever the grievance applies to more than one (1) employee with a common complaint, by the Union.

9.3 Time Limits. The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. Time limits may be extended by mutual written consent. The failure of the Union to comply with time limits shall terminate the grievance. The failure of the Township to comply with time limits shall be construed at each step to be a denial of the grievance and it may be advanced to the next step by the Union.

9.4 No grievance shall be accepted or processed which is not initiated within ten (10) working days of its first occurrence or knowledge of its first occurrence, whichever is later.

9.5 Grievances involving discipline or denial of promotion shall begin at Step 2 subject to the provisions of Article 7 of this Agreement; other grievances shall begin at Step 1.

9.6 In cases of Oral or Written Reprimand, the employee shall have a right to the grievance procedure through Step 3 only. The employee has the right to place a statement of the employee's position regarding the allegation in their personnel file. In any subsequent disciplinary action by the Township, if the Oral or Written Reprimand is

used to justify progressive discipline resulting in time off, loss of pay or other economic benefits, and the employee grieves the subsequent disciplinary action, the employee shall have the right to fully contest the allegations in the Oral or Written Reprimand.

9.7 The following procedures shall govern:

STEP 1. Verbal-Department Head or Designee

- A. The employee shall discuss the grievance with the steward.
- B. The Steward and the employee shall discuss the grievance with the Department Head or designee.

STEP 2. Written – Department Head or Designee

- A. If not resolved at Step 1, the grievance shall, within five (5) working days of the Step 1 meeting, be presented in writing on a mutually agreed upon form, to the Department Head with a copy to the Township Director of Human Resources. The grievance shall be signed by the employee and steward or other Union representative.
- B. The grievance shall state the specific contract provision(s) that is alleged to have been violated.
- C. The Department Head or designee shall acknowledge receipt of the grievance by signature and date.
- D. The Department Head or designee shall, within five (5) working days after receipt, provide a written answer to the employee with a copy to the Union.

STEP 3. Township Supervisor or Designee

- A. If the employee is not satisfied with the Step 2 response, the Teamsters Business Representative shall, within ten (10) working days of the Step 2 response, advise the Township Supervisor or his designee (the Township Director of Human Resources) in writing of the intent to proceed to Step 3.
- B. Within ten (10) working days thereafter, the Supervisor or Township Director of Human Resources shall schedule a meeting with the Teamsters Business Representative to discuss the grievance. The Chief Steward and Steward and a maximum of two (2) Teamsters Local 214's representatives may also attend this meeting.
- C. In the case of a grievance involving discipline, the grievant may be present without loss of pay at the request of the Union. In all other grievances, the grievant shall not be present except by mutual agreement.
- D. The Department Head may attend at the request of the Union and with the consent of the Township.
- E. The Supervisor or Township Director of Human Resources shall answer the grievance in writing within five (5) working days of the meeting.

STEP 4. Arbitration

- A. If the grievance is not settled at Step 3, the matter shall be submitted to Teamsters Local 214 Grievance Panel, who shall, within Sixty (60) calendar days of the Step 3 written answer, notify the Township Director of Human Resources in writing of intent to submit the grievance to arbitration.

- B. The parties, within 14 days of the notice of intent to arbitrate, shall attempt to select an arbitrator. If unable to agree on an arbitrator within 14 days, the union shall send notice to the Federal Mediation and Conciliation Service (FMCS) requesting a panel.
- C. The parties agree to abide by FMCS rules and procedures. Disciplinary and discharge cases shall be given priority and shall be heard on the selected arbitrator's first available date, subject to availability of the Union, its representatives and the Township and its personnel.
- D. Powers of the Arbitrator. It shall be the function of the arbitrator, and the Arbitrator shall be empowered, except as the Arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement
 2. The Arbitrator shall have no power to establish or change salary scales.
 3. The Arbitrator shall have no power to rule on any of the following:
 - a) The termination of the services of, or failure to re-employ any probationary employee.
 - b) Any practice, policy or rule of the Township or to substitute the Arbitrator's judgment as to the reasonableness of any practice, policy, or rule.

4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall decide if the grievance is arbitrable. In the event the Arbitrator determines that the Arbitrator is without power to arbitrate the grievance, it shall be referred back to the parties without decision or recommendation on its merits.
- E. The decision of the arbitrator shall be final and binding if within the scope of the authority set forth above. It shall be binding upon the Union, its members, the employee or employees involved, and the Township.
- F. The fees and expenses of the arbitrators shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The Chief Steward and Steward or his designee or the grievant shall be allowed time off to attend any arbitration hearing. Employees of the bargaining unit, other than the Chief Steward and Steward and the grievant called by the Union to testify, shall be compensated by the Union for time lost from work.

ARTICLE 10
COMPUTATION OF BACK WAGES

10.1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the employee's regular rate. Any claim on the part of the employee against the Employer shall be limited to a claim for back wages, and shall be

limited to the amount of what would have been the employer's cost of providing equivalent fringe benefits provided evidence of such continuation and payments are submitted to the Township by the employee.

ARTICLE 11
DISCHARGE AND DISCIPLINE

11.1 Should circumstances warrant, an employee may be disciplined for just cause.

Disciplinary actions or measures may include the following:

Oral reprimand, written reprimand, suspension or discharge.

- A. An employee who is required to meet or confer with management for purposes of an investigative conference that could lead to disciplinary action has the right and may request to have a steward present.

11.2 Notice of Discharge And Discipline. The Employer agrees that when deciding to discharge or discipline any employee, it shall:

- A. First, the Department Head or Management designee shall notify the employee verbally but not in the presence of other employees.
- B. The Department Head or Management designee shall promptly present the employee and the employee's Union representative with a written notice of the discharge or discipline which states the reason or reasons for such discharge or discipline.
- C. The letter of discharge or discipline shall be provided to the business representative or designee promptly after the employee has received the first written notice, stating fully any and all reasons for discharge or discipline.

11.3 The discharge or disciplined employee will be allowed to discuss the discharge or discipline with the steward of the unit, and the Employer will make available an area where the employee may do so before being required to leave the property of the Employer. Upon request the Employer or designated representative will discuss the discharge or discipline with the employee and the steward in an attempt to resolve same if possible.

11.4 Appeal Of Discharge Or Discipline. Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Union to the Department Head (with a copy to the Township Director of Human Resources) within five (5) working days of the discharge or discipline. The Department Head shall respond in writing to the Union within five (5) working days after receipt of the grievance. If the decision is unsatisfactory to the Union, the Union may invoke the grievance procedure at the Step 3 level.

11.5 Use of Past Record. On imposing any discipline on a current charge, the Employer will not take into account any oral or written reprimands or suspensions of less than five (5) days unless they are for the same or similar infraction as the current charge which occurred more than 2 years previously.

11.6 Demotion. Upon good cause shown, the Employer may give notice of intent to demote an employee to the next lowest ranking position within the department where the employee is clearly not performing satisfactorily. The employee and steward shall be given two (2) weeks written notice of intention to demote the employee with the reasons

specified. If the employee disputes the demotion, the employee may file a grievance in accordance with the grievance procedure at Step 2.

ARTICLE 12
PROBATION

12.1 New full time employees hired shall be on probationary status for their first 6 months of employment. This probationary period may be extended by the Employer for an additional 3 months provided that the Employer, within 10 working days of the expiration of the probationary period, gives the employee and the union written notice of the extension. Upon successful completion of the probationary period, or any extension, the employee shall be entitled to full seniority rights from original date of hire subject to any adjustments as set forth in the Article on the Loss or Adjustment of Seniority.

12.2 There shall be no seniority among probationary employees.

12.3 During the first ninety (90) calendar days of the probationary period, the employee shall be entitled to no benefits under this contract, except as otherwise provided herein. After the completion of the first ninety (90) calendar days, the employee shall be entitled to all vacation due regular full-time seniority employees under this contract earned back to the original date of hire. The employee shall not earn sick time during the probationary period.

12.4 The Union shall represent probationary employees for the sole purposes of rates of pay, wages and hours of employment. A probationary employee shall have no recourse to the grievance procedure for discipline or termination, except where such discipline or termination is for Union activity or is contrary to law. A Probationary employee may be terminated without cause.

ARTICLE 13
SENIORITY

13.1 Seniority means the employee's length of credited service with the Township in the bargaining unit. The employee's original seniority date shall be the date of hire subject to any adjustments as set forth in the article on Loss or Adjustment of Seniority or under the provisions of Article 22.15. Seniority shall not be affected by race, creed, sex, religion, marital status, or number of dependents.

13.2 Seniority Lists. The Employer will maintain an up-to-date seniority list showing the names, classifications, original seniority date and adjusted seniority date of all employees in the bargaining unit. A copy will be provided the Union and posted on department bulletin boards. The Employer shall notify the Union of all new hires and separations of personnel in the bargaining unit as they occur.

13.3 Transfers. An employee transferred to a position in the Township not in the bargaining unit shall have his or her seniority frozen at the time of the transfer. Such an employee shall retain all rights accrued for the purposes of benefits provided under this Agreement.

13.4 Equal Seniority. In the case of employees having the same seniority date, seniority shall be determined by the employee who has the higher last four digits of the employee's social security number, with 9999 being the highest and 0000 being the lowest.

13.5 Adjusted Seniority Date. Adjustment of seniority dates shall be only in accordance with Article 14. Such adjustments shall be made a minimum of once per year.

13.6 Seniority for purposes of calculation of longevity and vacation shall be based on an employee's length of service with the Township from the date of the latest employment with the Township.

13.7 District Court Employees. An employee of the Waterford District Court transferring to a bargaining unit position may be granted seniority for all service time with the District Court for fringe benefit purposes only and specifically excluding vacation picks, bumping, layoff, job postings, etc.

13.8 Notwithstanding Article 13.1, seniority will accrue to part-time employees within the bargaining unit at the rate of one (1) month for each 174 hours paid.

ARTICLE 14
LOSS OR ADJUSTMENT OF SENIORITY

14.1 An employee shall lose seniority for the following reasons only:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for two (2) consecutive working days without notice to the Employer. This will not apply where, for reasons or causes beyond the employee's control the employee was incapable or unable to provide notice. Notice of loss of seniority and termination of employment under this provision shall be sent to the employee by certified mail to the employee's last known address.
- D. The employee fails to return to work when recalled from layoff as provided in the recall procedure. Exceptions may be made, at the Employer's discretion,

where the employee provides notice of inability to report for work as required or where, for reasons or causes beyond the employee's control, the employee was incapable or unable to provide such notice.

E. Return from sick leave and leaves of absences will be treated the same as C above.

F. The employee retires.

G. The employee, with three (3) or more years seniority is not recalled from layoff for a period of four (4) years after lay-off.

H. The employee, with less than four (4) years seniority, is not recalled from layoff for a period of eighteen (18) months or a period equal to the employee's seniority at time of layoff, whichever is less.

14.2 The employee's seniority shall be adjusted for unpaid sick leave or other unpaid absence except for absence under FMLA.

14.3 Seniority will continue to accrue to an employee during sick leave.

ARTICLE 15 **SENIORITY OF STEWARDS**

15.1 Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type, continue to work as long as there is a job in their department which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open job in their department which they are qualified to perform.

ARTICLE 16
SENIORITY OF CHIEF STEWARD

16.1 Notwithstanding their position on the seniority list, the Chief Steward of the Union shall, in the event of a layoff only, have Township wide super seniority in the bargaining unit subject to the provisions of Article 19.5(D).

ARTICLE 17
SHIFT PREFERENCE

17.1 Shift preferences will be granted on the basis of seniority within the job classification within the department. Transfer to the desired shift will be made within two (2) weeks following the end of the pay period in which written request was made. A seniority employee cannot use shift preference more than once in a six (6) month period.

17.2 Police Department employees shall use the same shift preference cycle as is in effect for uniformed police officers.

ARTICLE 18
SUPPLEMENTAL AGREEMENTS

18.1 All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected by the Union within a period of ten (10) working days following the date tentative agreements are reached and by the Township at the next Township Board meeting following the Union's ratification.

18.2 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement(s) shall be null and void.

18.3 Memorandums of Understanding will be incorporated into the Collective Bargaining Agreement.

ARTICLE 19
LAYOFF DEFINED

19.1 The word “layoff” means a reduction in the working force due to a decrease of work or lack of funds.

19.2 If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within a classification within a department will be laid off first.

19.3 In proper cases exceptions may be made. Disposition of these cases will be a proper matter for a special conference and if not resolved, shall be subject to the arbitration step of the grievance procedure.

19.4 Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days written notice of layoff. The Union shall receive a list from the Employer of the employee(s) being laid off on the same date the notices are issued to the employees. A notice will not be necessary for a layoff of five (5) working days or less.

19.5 Layoff of full time seniority employees shall be handled in the following sequence:

- A. Seniority for layoff, first, shall be based on an employee’s length of service in a specific job classification within a department. In case of layoff, the least senior employee in a specific classification within a department shall be first laid off.
- B. Second, such employee if qualified shall be entitled to bump a lower seniority employee in an equal or lower job classification within the same department. Such employee shall have the further option to bump a lower seniority

employee in any specific departmental position which the employee has previously held.

C. Third, if no job is available based on A or B above, a laid off employee, if qualified, may replace the least senior employee in the same or lower job classification within another department who has less seniority.

D. Employees bumping into equal or lower classifications are not considered automatically qualified based solely on the equal or lower wage rate.

Employees bumping are required to be able to perform the duties of the classification after receiving basic instructions.

E. Any laid off employee shall have the right to bump, if qualified, into part-time, seasonal or temporary positions.

19.6 Layoff of Teamster part time employees shall be handled in the following sequence:

A. Seniority for layoff, for a full time seniority employee shall first, shall be based on an employee's length of service in a specific job classification within a department. In case of layoff, the least senior employee in a specific classification within a department shall be first laid off.

B. Second, such employee if qualified shall be entitled to bump a lower seniority employee in an equal or lower job classification within the same department. Such employee shall have the further option to bump a lower seniority employee in any specific departmental position which the employee has previously held.

C. Third, if no job is available based on A or B above, a laid off employee, if qualified, may replace the least senior employee in the same or lower job classification within another department who has less seniority.

D. Employees bumping into equal or lower classifications are not considered automatically qualified based solely on the equal or lower wage rate. Employees bumping are required to be able to perform the duties of the classification after receiving basic instructions.

E. Any laid off employee shall have the right to bump, if qualified, into part-time, seasonal or temporary positions.

19.7 An employee shall give their Department head written notification of the classification in which they wish to "bump," within three (3) working days after notification of their layoff. The Employer will have an up-to-date seniority list at time of layoff and will make it available to the Union.

ARTICLE 20 **RECALL PROCEDURE**

20.1 When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of layoff. Notice of recall shall be sent to the employee at the employee's last known address by e-mail and certified mail. If the employee fails to notify the employer of the employee's intent to return to work within five calendar days of the employee's intent to return to work and fails to report to work within ten (10) working days from the date of the mailing notice of recall the employee shall be considered a voluntary quit as provided in 14.1(D).

A. Those employees who are forced to bump shall, at the employee's discretion, have an opportunity to be returned to their previous positions if it becomes available as a result of vacancy or restoration.

ARTICLE 21
TRANSFERS

21.1 Operations Transferred For Over Seven (7) Days. If departments, operations, or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange between employees will be considered in such cases.

21.2 The Employer agrees that in any movement of work not covered above in Article 21.1, the Employer will discuss the movement with the Union in order to provide for the protection of the seniority of the employee involved.

21.3 In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority, qualifications, and bonding requirements. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each Township building at least eight (8) calendar days prior to filling such vacancy or newly created position.

21.4 The Employer will not layoff an employee in order to subcontract work and no work will be contracted out by the Township when it can be performed by the employees of the bargaining unit under a normal work schedule or through recall of employees.

ARTICLE 22
PROMOTIONS, RATES FOR NEW JOBS
AND TEMPORARY ASSIGNMENTS

22.1 Any time there is a vacancy in a bargaining unit position, or a new position is created, the position shall be posted for eight (8) calendar days.

22.2 Any seniority bargaining unit member shall be eligible to apply for the position. The position shall be granted to the qualified employee who ranks highest in the following order:

- A. First, the senior qualified full time employee within the department in which the job vacancy occurs. Each applicant in the department shall be considered in seniority order until a person is determined qualified or all applicants have been given the opportunity to be evaluated for qualified status.
- B. Second, ~~the~~ senior qualified full time employees from outside the department in which the job vacancy occurs. Each applicant outside the department shall be considered in seniority order until a person is determined qualified or all applicants have been given the opportunity to be evaluated for qualified status
- C. If no full time employees apply, then the same procedure as outlined above will apply to Teamsters part time employees.
- D. Last, at the discretion of the Township.

22.3 The Township shall establish the qualifications and list them including the fact that there is or is not a test in the posting.

22.4 The senior qualified employee applying for the position shall be granted a twenty (20) actual work days trial period to determine:

A. The employee's desire to remain on the job.

B. The employee's ability to perform the job.

22.5 At any time after the first five (5) actual workdays of the trial period, if the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee may be returned to his original position.

22.6 In the event the senior applicant(s) are denied the position, reasons for the denial shall be given in writing to such employee(s).

22.7 During the twenty (20) actual workday trial period the employee shall have the opportunity to revert back to their former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the grievance procedure at Step 2.

22.8 During the trial period, employees will receive the rate for the job they are performing at the proper increment except in those cases where the employees and probationary employees will be limited to applicable laws and regulations.

22.9 The positions in the following areas are established as career ladder positions.

Michigan Certified Assessing Officer through Michigan Advanced Assessing Officer
Utility Maintenance Worker promoted to Maintenance Worker after two years
Collection System Maintenance Technologist I through IV*
Distribution Service Worker IV through I*
Water Supply Operator IV through I*
Utility Service Worker IV through I*
Electrician III through I
Mechanic I through IV

* Denotes positions with a minimum licensing requirement for the entry level position

22.10 Employees working in career ladder positions shall be automatically promoted to the next higher level when the employee meets the proper licensing and job skills required for the higher level. Automatic promotions will be made absent the job posting and selection requirements in Article 22.1 through 22.4 above.

22.11 Employees in Career Ladder positions must maintain their license or certification in order to maintain their position. Should an employee lose their license they would be demoted to the entry level career ladder position. The pay rate for the demoted employee shall be at the rate equal to or the first rate below the employee's pay rate at the time of demotion. Advancement in pay will be the same as the advancement of a new hire.

22.12 Employees in career ladder positions must meet the licensing requirements for their position. Employees in the entry level position, including those demoted according to article 22.11, who fail to meet the minimum licensing requirements within the established timeframe will have their pay reduced to the starting pay rate (85%) until such time that they obtain their minimum licensing. At such time that the employee obtains their license, the employee will be restored to the appropriate pay level. Those career ladder positions with a minimum license requirement are identified with an asterisk above.

22.13 Employees currently in positions being converted to career ladder positions may remain in their current position in accordance with the position description used at the time of their last promotion or date of hire. These employees may move to a higher career ladder position once they meet the minimum requirements.

22.14 The Electrical Apprentice program is designed to train employees to become Journeyman Level Electricians. Electrical Apprentices shall work toward earning the

experience and training necessary to obtain a Journeyman License. Apprentices who fail to obtain their Journeyman License within five years from the date of entry into the position will be removed from the apprentice program. Employees removed from the program will be transferred to the position held prior to their appointment to the apprentice position provided they meet the minimum qualifications for that position. Should the employee not meet the minimum requirements for their previous position they will be placed in an entry level laborer position with a pay rate equal to the Utility Maintenance Worker position.

22.15 Seniority in ladder positions shall be based upon the ladder status and not on seniority in the over-all classification.

ARTICLE 23 **VETERAN BENEFITS**

23.1 Employment Rights. Except as herein provided, the reemployment rights of employees and probationary employees will be limited to applicable laws and regulations.

23.2 Education Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

ARTICLE 24
WORK OUT OF CLASSIFICATION

24.1 Employees required to work for four (4) or more hours in any one (1) day out of their classification shall be paid fifty percent (50%) of the difference between the two classifications for the hours so worked.

24.2 When a fore-person is temporarily absent, an employee performing such duties will not be eligible for out-of-classification pay unless the fore-person is absent for three consecutive work days. Thereafter, until the fore-person returns to work, the employee performing the fore-person duties shall receive out-of classification pay.

24.3 In the event a temporary vacancy occurs as a result of vacations, illness, other types of leaves and the Township elects to fill the vacancy on a temporary basis with a current employee, the assignment shall be given to the senior qualified employee in the department where the vacancy occurs. Such employee shall receive fifty percent (50%) of the difference between the employee's present rate of pay and the higher classification pay for all hours worked in the higher classification.

ARTICLE 25
LEAVES OF ABSENCE

25.1 Leaves of absence without pay and without loss or gain of seniority may be granted or extended at the discretion of the Department Head. Denial of leaves of absence by the Department Head may be appealed to the Director of Human Resources.

- A. The employee shall submit a written request to their Department Head for a leave stating the date to begin, the duration and the reason for the requested

leave. The request shall be submitted thirty (30) days prior to the start of the leave except in an unanticipated emergency.

B. Unpaid leaves may be granted for the following reasons:

1. Physical or mental illness, subject to a two (2) year limitation and upon the submission of medical proof.
2. Prolonged illness of spouse, children or other members of household for a period of up to but not to exceed two (2) years.
3. Candidates for political office with the Township may take an unpaid leave commencing at least sixty (60) days prior to the election for which they are a candidate.

25.2 The Family Medical Leave Act (FMLA) shall apply to bargaining unit members in accordance with law. Paid time off, other than sick time, shall be taken to care for a family member, or because of the birth of a child, or the placement of a child with the employee for adoption or foster care, provided however, that an employee on FMLA leave may, at his or her option, retain and not use during the FMLA leave, a total of one (1) week of previously accrued and unused vacation. All FMLA qualifying leave shall count towards FMLA leave entitlement. Family Medical Leave shall be based upon a rolling year.

25.3 Leaves of absence for part-time employees within the bargaining unit shall be limited to those leaves mandated under the Family and Medical Leave Act. All Family Medical Leave time must be taken as paid leave if available. Family Medical Leave shall be based on a rolling year.

ARTICLE 26
LEAVE FOR UNION BUSINESS

26.1 Members of the Union elected to the Union position or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay, for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

26.2 Members of the Union that are elected to attend the conventions of the Teamsters will be granted a temporary leave of absence without pay, but with no loss of seniority or benefits during the leave.

ARTICLE 27
SICK LEAVE, SHORT TERM & LONG TERM DISABILITY

27.1 Current and new employees shall earn 2 hours of sick leave per pay period.

27.2 Sick time shall be for paid time off for illness or injury of the employee or a family member under the care of an employee.

27.3 An employee on sick leave shall be deemed to be on continued employment for purposes of computing all benefits. Sick days shall be construed as days worked.

27.4 Management shall have the right to verify an employee's illness or injury based on the following:

- a. An employee may be asked for the reason they are off using sick leave when they call into the employer to report their absence.
- b. An employee off for more than three (3) consecutive days may be required to provide reasonable documentation of the illness or injury.
- c. An employee who has had more than four occurrences of sick leave without medical documentation in a six-month period may be required to provide medical documentation for a maximum period of six months. The employer shall document this requirement in writing to the employee.

- d. The Township may require an employee who has a pattern indicating sick leave abuse to provide a medical verification of illness or injury. The employer shall document this requirement in writing to the employee
- e. If any items b, c or d above occur, the Township may require that the employee be examined by a Township-designated physician in order to verify illness or injury and/or the potential for limited or restricted work. The Township shall pay the cost of the examination. The employer shall document the reasons for the examination in writing.

27.5 Employees may use sick days as a Personal Leave Day subject to the same advance notice and approval process.

27.6 Any sick leave above 120 hours remaining after September 30th of each year shall be paid to the employee at their full rate of pay on that date. Payments will be made on the last payroll date in October.

27.7 Should the employee exhaust their paid sick time bank prior to September 30th, they shall be allowed to use vacation, personal leave or compensatory time off to cover an illness or injury. Employees on Family Medical Leave must use any available paid time off above 40 hours to cover their medical leave.

27.8 Employees shall be provided a Short-Term Disability (STD) benefit that shall go into effect after seven consecutive calendar days off on a verifiable illness or injury. The illness or injury must prevent the employee from performing their normal work duties. In the event the employee is hospitalized there shall be no waiting period for short term disability. The STD shall pay the employee Eighty percent (80%) of their normal base wage for a period of up to sixty (60) calendar days. From the sixtieth (60th) day through the one hundred and eightieth (180th) day their STD benefit shall be paid at sixty percent (60%) of their normal base wage. An employee who has been on disability leave for a period in excess of 66 days will cease to accrue vacation or sick time.

27.9 The Township shall provide an insured Long-term Disability (LTD) benefit that will cover disabilities beyond 180 days through normal social security age. This benefit shall be at 60% of the employees' base wage at the time of disability. The benefit will

coordinate with any duty or non-duty disability benefit provided to the employee through their pension system. The coverage summary for the LTD benefit program is available through the payroll department.

27.10 Employees may use Vacation or Personal Leave in lieu of banked sick time in order to be eligible for the year end payment for excess sick hours. This option is available subject to the approval of the employee's supervisor/manager. The approval is subject to the ability to verify that the employee or a family member is sick.

ARTICLE 28 **PERSONAL LEAVE**

28.1 A seniority employee shall be entitled to a maximum of three (3) personal days with pay per year, non-accumulative, under the following conditions:

- A. Personal days may be taken at the employee's own discretion, with no reason need be given to the Employer.
- B. Two (2) work days advance notice must be given to the employer, and will be granted considering the wishes of the employee and efficiency of the operation of the department concerned.
- C. Advance notification will be waived in those cases of medical emergency requiring hospitalization of spouse or child.
- D. Personal days may be taken in one (1) hour increments.

ARTICLE 29 **FUNERAL LEAVE**

29.1 An employee may be allowed up to five (5) working days as funeral leave days, not to be deducted from sick leave days, for a death in the immediate family, for tending to funeral arrangements and attending the funeral.

29.2 The immediate family is to be defined as follows: mother, father, wife, husband, son, daughter, sister, brother, mother-in-law, father-in-law, step-parents and step-children.

29.3 An employee may be allowed up to three (3) working days as funeral leave days, not to be deducted from sick leave days, for the death of one of the following family members: step-sister, step-brother, grandchild, grandparent, or a member of the employee or spouse's household.

29.4 The employee may be; allowed one (1) funeral leave day, not deducted from sick leave, for: aunt, uncle, niece, or nephew of blood relation, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

29.5 An employee selected to be a pall-bearer for a deceased employee will be allowed the necessary time, not to exceed one (1) day, to attend the funeral with pay, not to be deducted from sick-leave days.

29.6 The Chief Steward or Steward, shall be allowed time necessary to attend the funeral in the case of the death of a Township employee or employee's immediate family without loss of time or pay, for the exclusive purpose of attending the funeral but not to exceed one (1) day.

29.7 The Employer may grant additional bereavement time for extenuating circumstances. These additional days shall be charged to the employee in the following order:

- A. Personal days;
- B. Vacation days;
- C. Compensatory time;
- D. Days off without pay.

ARTICLE 30
LONGEVITY PAY

30.1 Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

15 through 19 years	8%
20 years and over	10%

30.2 The above longevity will be paid only once a year prior to December 1st of each year, and will be paid in the accrued sum for the current fiscal year beginning January 1st through December 31st on the total base pay paid to the employee during the specified period. Payment will be made with a separate check.

30.3 To be eligible for the above longevity pay the employee must have fifteen (15), or twenty (20) years, as the case may be, by his or her anniversary date of the year in which the longevity is to be paid.

30.4 In the case of the death of the employee, retirement, or resignation with satisfactory notice, longevity payments will be made on a prorated basis.

30.5 The Township and Union agree that the elimination of the foregoing longevity schedule shall not be the subject of future bargaining.

30.6 Employees hired on or after December 31, 1981, shall not be entitled to any longevity payments.

ARTICLE 31
HOURS OF WORK

31.1 The first shift is any shift that regularly starts on or after 4:00 a.m. but before 2:00 p.m. The second shift is any shift that regularly starts on or after 2:00 p.m. but before

10:00 p.m. The third shift is any shift that regularly starts on or after 10:00 p.m. but before 4:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.

31.2 Employees will be granted a regular shift. Any other hours worked other than the regular shift will be paid at the rate of time and one-half. Any shift change shall be subject to special conference.

31.3 Each employee shall be allowed a minimum of ½ hour for lunch and a total of two (2) fifteen (15) minute breaks per work day. Lunch-time shall be unpaid and break time shall be paid. Management will set break schedules.

31.4 Vacation, personal time, compensatory time, sick time and other paid time off shall be counted as time worked.

31.5 The Township Supervisor or designee designated by the Township Supervisor shall be responsible for declaring inoperative and restricted work days.

31.6 Inoperative days are days where the Township offices are closed for business. Essential staff, as specifically assigned by the department head, only shall report to work. All employees scheduled to work on the inoperative day shall be paid. Essential staff shall be paid for their normal shift and overtime for all hours worked.

31.7 Restricted work days are days where township offices are open but employees are not required to report to work. Employees who choose not to work shall be required to take paid time off (vacation, personal or compensatory time).

ARTICLE 32
SHIFT PREMIUM

32.1 Employees who regularly work on the second or third shift in those departments normally scheduled second or third shift shall receive in addition to their regular pay: eighty cents (\$.80) per hour second shift and one dollar and fifteen cents (\$1.15) per hour for third shift as additional compensation for assignment to said second or third shifts. An employee shall be considered on a regular shift after working the shift seven (7) consecutive calendar days.

32.2 An employee off work for any reasons (vacation, sick leave, etc) shall not be paid for shift premium after seven (7) consecutive calendar days absent.

32.3 Library employees, other than the custodian, shall be exempt from shift premium.

ARTICLE 33
OVERTIME AND/OR PREMIUM PAY

33.1 Time and one-half will be paid as follows:

- A. For all hours over regular shift in one day.
- B. For Saturday work as such except where a shift starts on Friday and continues into Saturday.
- C. For all hours in excess of regular work week.

33.2 Double time will be paid as follows:

- A. For all hours worked on holidays, as defined in this Agreement, in addition to regular pay for such holiday.
- B. For all hours in excess of twelve (12) hours when these twelve (12) hours are worked consecutively on the same shift.

C. For all Sunday work.

D. Hours worked prior to shift starting time shall be included in the double time calculation provided the employee works over twelve (12) consecutive hours without interruption. This does not include situations when an employee has sick leave time or similar lost time (but paid) during the consecutive hours.

33.3 Any employee whose regular work week includes Saturday and/or Sunday will not receive extra pay for working such days but shall receive time and one-half when working a sixth (6th) consecutive scheduled day in any one work week and shall receive double time when working a seventh (7th) consecutive day in any one work week.

33.4 Equalization of Overtime Hours. Work groups for assigning overtime are established in the Work Group Appendix. The make-up of these work groups may change from time to time based on organizational changes and the adding and removing of bargaining unit positions. Disputes regarding changes in work groups shall be subject to a special conference.

The employer shall maintain a list of scheduled overtime/comp time earned and overtime offered and declined by an employee within a work group for those groups that have frequently scheduled overtime as identified in work group appendix. These lists will be updated biweekly and posted. These lists will be reduced to zero every January 1st. The Township shall work to schedule overtime equally among employees in a work group. Those with the least amount of overtime earned year-to-date should be considered first

when approving overtime. In the event of a tie, the employee with the most seniority shall be selected.

Employees working overtime must be qualified to perform the duties including, where appropriate, proper certification, licensing and minimum qualifications as listed in a position description for the position that typically performs the duties assigned.

33.5 Definitions of Overtime

- A. Scheduled Overtime is overtime that is volunteered for and the employee is scheduled to work in advance. Scheduled overtime shall be counted on the overtime equalization lists.
- B. Declined overtime is overtime where an employee is offered overtime and declines. Declined overtime shall be counted on the overtime equalization lists.
- C. Assigned overtime is overtime where an employee is forced to work due to insufficient volunteers. Assigned overtime shall not be counted on the equalization lists.
- D. Incidental Overtime is overtime where an employee required to stay past his/her normal shift. Incidental overtime shall not be counted on the overtime equalization lists.
- E. An employee is considered unavailable for overtime when the employee is on leave or where an employee is called and does not answer. If an employee is unavailable for overtime, the time shall not be counted on the overtime

equalization lists. Employees on leave shall be considered unavailable until they return to scheduled work.

33.6 Stand-by Duty The Department of Public Works shall maintain four-person stand-by lists for the Sewer, Water Treatment and Water Distribution divisions. One employee from each division shall be on stand-by duty as a weekly assignment. These stand-by employees must be qualified to perform this duty, and in the event this minimum number requirement is not met with volunteers, qualified employees will be placed on the list in reverse order of seniority.

Employees on standby shall be paid an additional sum of one hundred fifty (\$150) dollars for that week as compensation to cover the inconvenience of making himself/herself available for duty at any time during said week.

Minimum Call-Back. An employee who is off duty and is called to return to work shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater, at one and one-half (1 ½) times the employees current hourly wage, except when such call-back is to commence on Sunday or designated holiday, when the rate shall be double the employee's current hourly wage.

ARTICLE 34 **COMPENSATORY TIME**

34.1 Employees working overtime have a choice of taking cash or compensatory time. Accumulated compensatory time over forty (40) hours must be paid by the Township on a quarterly basis commencing on the first pay period after March 31, June 30, September 30 and December 31 of each year. At no time can any comp time accumulation exceed eighty (80) hours.

Use of Compensatory Time. Use of Compensatory Time shall be granted provided the request is made a minimum of four calendar days in advance (except in an unanticipated emergency or at the discretion of the Employee's Supervisor) and provided the use does not cause a significant disruption of the Township operations but shall not be denied simply because it creates overtime. Once compensatory time is requested it cannot be withdrawn by the employee unless it is withdrawn a minimum of four calendar days prior to the intended use. Request for compensatory time may be made in conjunction with vacation time, but such requested compensatory time cannot be withdrawn without the consent of the employee's supervisor.

ARTICLE 35
HOLIDAY PROVISION

35.1 The Fourteen paid holidays for full-time seniority employees are designated as follows:

- * New Year's Day
- * Martin Luther King Jr. Day
- * President's Day
- * Good Friday
- * Memorial Day
- * Fourth of July
- * Labor Day
- * Columbus Day
- * Veteran's Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * Day before Christmas (December 24th)
- * Christmas Day
- * Day before New Year's Day (December 31st)

Subject to the provisions of 35.4, full-time employees who do not work on a holiday designated above will be paid four hours holiday pay at their current regular hourly rate.

35.2 The following shall be designated holidays for part-time employees:

- * New Year's Day
- * Memorial Day
- * Fourth of July
- * Labor Day
- * Thanksgiving Day
- * Christmas Day

Subject to the provisions of 35.4, part time employees within the bargaining unit will be paid for all hours of their regular scheduled shift should that shift fall on a paid holiday.

35.3 Should a designated holiday fall on Sunday, Monday shall be considered the holiday. Should a designated holiday fall on Saturday, Friday shall be considered the holiday.

35.4 An employee must work the scheduled work shift prior to and the scheduled work shift following a designated holiday in order to receive pay for the designated holiday unless on an excused absence (sick day, comp day, vacation) or unless on a full paid absence.

ARTICLE 36 **VACATION**

36.1 An employee may earn credit towards vacation with pay in accordance with the following schedule:

Start through 5 th year	96 hours per year earned at 8 hours per month
6 th year through 10 th year	144 hours per year earned at 12 hours per month
11 th year through 15 th year	192 hours per year earned at 16 hours per month
16 th year and over	224 hours year earned at 18.67 hours per month

36.2 Vacation Requests. A request for the current year's vacation shall be submitted by February 1st each year, and vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the operation of the department concerned.

36.3 Posting. The schedule of the current year's vacation shall be posted in each department no later than March 1st of each year covering the period from March 1st to March 1st the following year.

36.4 Seniority. With regard to an employee's original request for a particular vacation period, where conflict exists within a department, preference shall be given to full days off first and then based on seniority. Seniority shall not be considered on any subsequent request changing the time of vacation.

36.5 Probation. A probationary employee will not be credited with any vacation time. When an employee gains seniority status, he/she shall be credited with vacation time retroactive to date of hire.

36.6 Scheduling. Vacation days may be scheduled in any multiples considering both the wishes of the employee and the efficient operation of the department concerned. A vacation day may be used in increments of one (1) hour or more.

36.7 Holiday. Vacation time will not be charged for a holiday that falls during an employee's vacation.

36.8 Working During Vacation. An employee requested by the Employer to work during a regularly scheduled vacation shall be paid the regular rate of pay for such work

in addition to vacation pay in the event such vacation cannot be rescheduled by mutual agreement of the employee and Employer.

36.9 Sick or Injured. If an employee becomes ill and is under the care of a duly licensed physician during the employee's vacation, the employee's vacation will be rescheduled. In the event of the employee's incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

36.10 Maximum Accumulation. A maximum of three hundred sixty (360) hours vacation may be postponed from one year to another and made accumulative, except that in any one year, at least one-half (1/2) of the vacation earned in that year must be taken or it shall be deemed waived and not subject to carry over. Newly hired employees may carry over vacation days earned within the first calendar year of employment.

36.11 Separation. Upon resignation or retirement of a bargaining unit employee, that employee shall receive payment for all accrued and unused vacation at his current hourly rate. The effective date of the above shall not be extended so as to allow for the use of accrued and unused vacation. Amounts paid in a lump sum under this provision shall not be used in the calculation of final average compensation for pension purposes.

36.12 Rate During Vacation. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 37
DIRECT DEPOSIT

37.1 All employees shall be required to participate in direct deposit of their pay. Instructions to pay-roll shall be completed by the employee on forms provided by the Township Treasurer's office.

ARTICLE 38
MISCELLANEOUS

38.1 In case of death of an employee in this bargaining unit, the employee's beneficiary or estate will receive any salary and or benefits that are contractually earned or accrued.

ARTICLE 39
UNION BULLETIN BOARDS

39.1 The Employer will provide a bulletin board in the designated buildings set forth in this section which may be used by the Union for posting notices of the following:

- A. Notices of recreation and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Teamsters Local 214 information.

39.2 The bulletin board shall not be used by the Union for disseminating propaganda, and among other things shall not be used for posting or distributing pamphlets dealing with political matters.

39.3 The following buildings shall be designated for the posting of notices, including the posting of positions available under this Agreement:

- A. Waterford Township Hall- Three (3)
- B. Waterford Township Police Station
- C. Waterford Township Department of Public Works Building
- D. Waterford Township Main Library
- E. Waterford Township Branch Library (Leggett)
- F. Fire Station #1

39.4 The employer shall permit the union to use its voice mail and e-mail systems to notify members of items contained in Section 39.1 with the exception of letter A -Recreation and social events. Recreation and social event notices shall be subject to the approval of the employer prior to entering the information into the voice mail or e-mail system.

ARTICLE 40 **JURY DUTY**

40.1 An employee who serves on Jury Duty will be paid their regular rate of pay and upon receipt of any Jury Duty Pay, will promptly turn same over to the Township.

ARTICLE 41 **SAFETY COMMITTEE**

41.1 A safety committee of employees and the Employer's representatives is hereby established. This committee will include three (3) officers of the Union and shall meet, upon the request of either party, not more than once a month during regular daytime working hours for the purpose of making recommendations to the Employer. The Employer shall establish the time and place of such meeting and the Human Resources Director shall be notified when a meeting is scheduled to take place.

ARTICLE 42
HOSPITALIZATION MEDICAL COVERAGE

42.1 Hospitalization.

Eligible employees may select during the Township's open enrollment period, one of the following health insurance plans:

A. BCBS PPO In-Network \$500/\$1,000 Deductible, 80%/20% coinsurance, \$1,500/\$3,000 Embedded Coinsurance Max, \$6,600/\$13,200 Annual Out of Pocket Max. ON:\$1,000/\$2,000 deductible 10/\$40/\$80 RX \$30 OV, Specialty, Urgent Care, Chiro \$150.00 ER.

B. BCN HMO: \$500/\$1,000 Deductible, 80%/20% Coinsurance, \$1,500/\$3,000 Embedded Co-Insurance Max. \$6,600/\$13,200 Annual Out of Pocket Max. \$30.00 OV, \$30.00 Specialty after deductible, \$30.00 Urgent Care, \$150.00 Emergency Room after deductible/ \$10/\$40/\$80 RX Mail Order 2x 90 day supply.

C. Cops Trust Plan IV: \$500/\$1,000 Deductible, Co-Insurance Max \$1,000/\$2,000. \$20.00 OV after deductible, \$20.00 Specialty after deductible, 20% Coinsurance Urgent Care, \$50.00 Emergency Room. OV/Spec/ER are subject to coinsurance in addition to the copays. ON: \$1,000/\$2,000 Deductible. \$5/\$40/\$70 RX Mail Order 2x 90 day supply.

D. Cops Trust Plan Z: \$150/\$300 Deductible, Co-Insurance Max \$1,000/\$2,000. \$20.00 OV after deductible, \$20.00 Specialty after deductible, 20% Coinsurance Urgent Care, \$25.00 Emergency Room.

OV/Spec/ER are subject to coinsurance in addition to the copays. ON:
\$300/\$600 Deductible. \$10/\$40 RX Mail Order 2x 90 day supply.

The Township may change insurance carriers where the change provides comparable or better healthcare coverage for employees. Prior notification and discussion with the Union before any final decision is made will occur. The Union may request the Township's Agent of Record, if any, to attend these meetings.

The information regarding these plans, as the plan costs may vary from year-to-year, will be maintained on-line at the HR connection site (www.hrconnection.com).

42.2 Premium (or indicated rate) payments.

In accordance with PA 152 of 2011, the Township will pay premium (or indicated rate) annual costs subject to any statutory increase in the "hard cap" with any excess to be paid by the employee through pay-roll deduction as set forth in the annual announcement by the State of Michigan Department of Treasury Notice.

42.3 Employee shall make insurance selection during the Township open enrollment period on the www.hrconnection.com website. If an employee fails to timely make a selection, the plan provided will default to "BCN" until the next open enrollment period.

42.4 Probationary employees shall receive health insurance effective on the first day of the month following thirty (30) days of employment.

42.5 Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage in lieu of a payment of \$80.00 per pay. Should the employee lose his/her alternative coverage, they may rejoin the Township plan as

permitted by the carrier. The employee shall elect at the annual open enrollment period to receive the hospitalization coverage options or the payment in lieu of coverage.

42.6 The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The Township or the Union may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act issues only.

42.7 Retiree Health Insurance and Medicare Supplement

- A.** Retiree healthcare has been eliminated for all new hires as of January 1, 2016.
- B.** For all employees hired before January 1, 2016 the following shall apply. The retiree will receive the base PPO retiree healthcare benefits in effect at the time of their retirement which is presently CB4 subject to:
 - 1. Should prescription benefits change for active employees, the Township, at its discretion, may provide the same benefits to retirees that are provided to active employees. All language in the contract contrary to the above, including Medicare language, will be deleted or modified where appropriate.
 - 2. Should health care be eliminated for active employees, the retiree will continue to receive the plan last in effect.
 - 3. Retirees may select any other plan offered by the Township, provided that the retiree pays to the Township, in advance, any additional premium (or illustrated rate) resulting from the selection. At social security Medicare eligibility the base coverage will be as noted above and subject to the paragraphs below:
- C.** Retiree coverage includes coverages for eligible dependants between the ages of nineteen (19) and twenty-six (26) as defined by the carrier.
- D.** A retiree who, as a result of disability, is eligible for medicare benefits prior to age 65 shall sign up for both Medicare Part A and Medicare Part B

coverage. If the retiree fails to do so, the retiree will not be covered under the Township-provided health care coverage.

- E. All new retirees shall be provided with Delta Dental POS coverage.
- F. All such coverage's will not be provided by the Township if available from another source.
- G. For all full time new hires after January 1, 2016, the Employer will provide 2% base salary; Employee will contribute 2% base salary. All of these to be put into a healthcare saving plan. (HCSP)

42.8 Contribution to Township Retiree Health Insurance fund:

Employees hired after August 1, 2012, but before January 2, 2016, shall pay 3.0% of all wages into the Township Retiree Health Insurance Fund.

42.9 Dental. Effective six (6) months following the employee's date of hire, the Township shall provide each employee, eligible spouse and children, with Delta Dental POS coverage or similar.

42.10 FLEXABLE SPENDING ACCOUNTS

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from August 1 through July 31. Maximum contributions per employee are \$2,500 of medical accounts and \$5,000 for dependent care accounts. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts be handled as specified under IRS regulations

42.11 Probationary employees wishing to maintain Blue Cross/Blue Shield coverage from another contract, that is transferring to the Township contract, may do so by paying the full premium costs to the Township until the effective date of their Township paid coverage.

42.12 The Township can change insurance carriers where the Union agrees that such change would provide comparable or better benefit coverage for employees.

42.13 Employees who become members of the bargaining unit after October 13, 1999, and who retire on or after August 1, 2012, and were hired before January 1, 2016 shall participate in the cost of the health, dental, and optical premiums based on the following:

- A. Those who retire with less than fifteen (15) years of service shall pay one hundred percent (100%) of the premiums;
- B. Those who retire with fifteen (15), but less than twenty (20) years of service shall pay fifty percent (50%) of the premiums;
- C. Those who retire with twenty (20), but less than twenty-five (25) years of service shall pay twenty-five percent (25%) of the premium; and
- D. Those who retire with twenty-five (25) or more years of service shall pay twenty percent (20%) of the premium.

ARTICLE 43
WORKER'S COMPENSATION

43.1 On The Job Injury. Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that the employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and eighty-eight percent (88%) of the employee's regular weekly gross income based on forty (40) hours, for a period of time not to exceed three (3) months from and after the first day for which the employee is legally entitled to weekly compensation under Workers' Compensation Law.

43.2 It is understood that payment of the supplement for a three (3) month period is for each new distinct and separate work incurred injury under Worker's Compensation and not a reoccurrence, aggravation, or continuation of a prior injury, which shall not be the basis for extending the three (3) month period or to re-qualify an employee for another three (3) month period of supplemental benefits.

43.3 The Employer shall not be obligated to pay any such difference to an employee who receives a cash settlement in lieu of weekly payments of compensation for compensable injury. It is further provided that the Employer shall not be obligated to pay sick leave to an employee for any week for which the employee is legally entitled to Worker's Compensation for compensable injury.

43.4 The Employer shall pay the full premium for Blue Cross/Blue Shield coverage as provided to the employee when he or she is receiving Workers' Compensation for a period not to exceed twelve (12) months, and if necessary, for an additional six (6) months provided the employee pays one-half (1/2) of the premium cost.

43.5 An employee on Worker's Compensation who returns to work shall not lose any seniority while off work.

43.6 An employee on Workers' Compensation shall accumulate vacation time only for the first three (3) months of disability.

ARTICLE 44
LIFE INSURANCE COVERAGE AND AD&D

44.1 The Employer agrees to pay the full premium of term life insurance for each employee through age 69, face value of one and one-half (1 ½) times base salary while

employed or for a period not to exceed three (3) months if laid off. An additional sum equal to the life insurance will be paid in case of accidental death.

44.2 At age 70, benefits will be reduced to sixty-five percent (65%) through age 74, and reduced to forty-five percent (45%) of benefits at age 75 and thereafter. This provision shall not apply to current employees aged 70 or more, which employees shall be entitled to the benefits provided in Section 44.1.

ARTICLE 45 **PENSIONS**

45.1 The existing "Pension Plan" shall continue to be provided for the employees covered by this Agreement as adopted by the Board of the Charter Township of Waterford Effective September 1, 1966, as administered by the pension committee.

45.2 Credited service for retirement shall be governed by seniority under the provisions of the Retirement Systems Resolution.

A. Final Average Compensation (FAC) effective 12/30/89. The parties agree that for purpose of computing retirement benefits known as Final Average Compensation (FAC) shall be based on the highest three (3) of the last five (5) years of employment prior to retirement for all employees in the unit.

For purpose of computing retirement benefits, final average compensations shall be determined based on either of the following options at the employee's selection:

The last three (3) consecutive years of employment from date of retirement,

or

Any three (3) of the last five (5) calendar years of employment prior to retirement.

For purposes of calculation of annual compensation, any retroactive payments shall be considered part of the compensation in the year earned, and not necessarily in the year paid.

Final Average Compensation shall include all weekly indemnity payments made in the applicable period under the Workers' Disability Compensation Act.

B. Multiplier. The pension multiplier for employees hired on or prior to 07/01/06, shall be 2.375% for each year of service.

C. Military Service Credit. Effective 1/1/88, employees covered by this bargaining unit shall have the option of purchasing credited service toward pension rights herein for certain military service prior to employment with the Township. In order for an employee to be eligible, the following requirements must be met:

1. The employee must have entered the armed service of the United States before June 1, 1980.
2. The employee must have received an honorable discharge.
3. The allowable time that can be purchased can equal active duty time or less (years and months), but in no event can it exceed five (5) years (60 months).

4. An individual's purchase can be an amount less than actual military time, but cannot exceed actual time spent in military service (years and months).
5. Purchase of military time shall be based on the employee paying fifty percent (50%) of the Township's rate of contribution times the base annual wage of the most recent calendar year times the number of years purchased.
6. The employee must make application with supporting documentation of military service prior to December 1st of the year in which they want the prior year's earnings used to determine their contribution amount.
7. Employees making this election will not have this time credited unless or until they have a minimum of ten (10) years regular credited service. Employees making this election and terminating employment for any reason, with less than the ten (10) years will have this contribution refunded to them (or their beneficiary in the event of death).
8. Payment for this election can be a lump sum payment or payroll deduction. Lump sum payments can be made at anytime as long as they are paid in advance, but cannot be deferred. Payroll deductions will be over a period of time not to exceed the comparable time being purchased. (Example: An employee purchasing 24 months of military time shall have a like number of months to pay for it through biweekly payroll deductions).

9. In the event of the death or termination of an employee during this payroll deduction period, who has ten (10) or more years regular service, such employee will have any pension benefit computed on the basis of amount paid in up to the time of death or termination, along with regular credited service.

10. In the event that all or a portion of the military service occurring prior to employment is, or would be, credited under any other federal, state, or local publicly supported retirement system, such service shall not be eligible for purchase herein by the employee.

D. All costs of the pension system shall be paid by the Employer.

E. The pension plan will include a "pop-up" option where upon the death of a spouse the employee's pension shall be recalculated by the Township's actuary as a result of the elimination of the spousal continuation.

45.4 Employees hired after July 1, 2006 shall be ineligible for the General Employees' Retirement System and covered by a defined contribution pension system established by the Township. The Township's contribution rate shall be set at 10% of base salary and the employee's contribution rate shall be set at 5% of base salary.

45.5 The vesting schedule for the defined contribution system shall be as follows:

<u>Years of Service</u>	<u>% Vested</u>
After 3 Years	50%
After 4 Years	75%
After 5 Years	100%

ARTICLE 46
TUITION REIMBURSEMENT

46.1 The Township will reimburse an employee for costs of tuition, textbooks and software required for a class under the following terms and conditions:

- A. All courses must be approved in advance by the Township Supervisor.
- B. An employee must be enrolled in an educational program, from an accredited school, college or university, in a field related to their Township job that will provide required expertise to the Township.
- C. An employee must satisfactorily complete the course with a "C" average or better (or the equivalent of a "C" average if a numerical grading system.)
- D. Reimbursement will be made upon submission, of evidence of satisfactory completion of each course to the Township.
- E. Attendance at classes shall not, at any time, interfere with the normal work shift of an employee.
- F. An employee shall reimburse the Township for costs paid by the Township if the employee quits employment with the Township under the following time schedule:

Within one (1) year of completion	100%
Within two (2) years of completion	75%
Within three (3) years of completion	50%
Within four (4) years of completion	25%
Within five (5) years of completion	0%

ARTICLE 47
TEMPORARY AND/OR PART-TIME EMPLOYEES
NOT INCLUDED IN THE BARGAINING UNIT

47.1 Temporary Employees:

- A. Temporary employees shall be defined as those employees hired on a temporary basis to work full-time for a period not to exceed three (3) months in any one (1) year.
- B. The total number of temporary employees shall not exceed twenty (20) employees at any one time.
- C. Temporary employees will not be hired to regularly fill any job vacancy but will be used to supplement the regular work force when needed, except those vacancies listed in Leaves of Absence, which shall be for a period not to exceed the period of time granted the employee on leave.
- D. Any temporary employee continuing employment after three (3) months shall be deemed a full-time employee and required to join the Union or pay a service fee, and he/she shall not obtain any seniority until he/she has completed three (3) months as a full-time employee.
- E. Seasonal employees working during the summer will be allowed to work a maximum of five (5) months. This period of summer months covers the period of April 15th through October 15th.
- F. Temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.
- G. Temporary employees shall not work overtime in place of full-time employees.

47.2 Part-time Employees:

- A. Part-time employees shall be defined as those employees hired on a part-time basis, and shall not work more than thirty (30) hours per week. Such employees shall not

work more than 1040 hours in a calendar year. Notwithstanding the foregoing, students may work up to forty (40) hours per week and 1,100 hours in a calendar year.

- B. The total number of part-time employees shall not exceed fifteen percent (15%) of the total work force covered by this Agreement at any one time, excluding those employees hired to supplement the recreational programs in the Recreation Department such as umpires, referees, scorekeepers, game supervisors and instructors.
- C. Employees hired part-time in the Recreation Department may work in excess of twenty (20) hours per week; provided that such employment may not continue on a part-time basis for more than fifteen hundred (1500) hours in any twelve (12) month period.
- D. It is agreed that the Employer may have in addition to the above temporary employees, such employees that are needed at election time, none of whom shall be hired for a period of time to exceed three (3) days.
- E. Part-time employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.
- F. Part-time employees shall not work overtime in place of full-time employees.

ARTICLE 48

PART-TIME EMPLOYEES WITHIN THE BARGAINING UNIT

48.1 Part-time employees shall be defined as those employees hired on a regular part-time basis in the Library and Parks & Recreation departments. A part-time employee shall not be allowed to work more than thirty (30) hours in a week but shall not reach 1560 per year. All provisions of this Agreement shall be applicable to part-time

employees within the bargaining unit, with the exception of the following Articles: 17, 27-36, 40, and 42-47.

Article 31.5, 31.6 and 31.7 covering inoperative days and restricted work days shall apply to part-time employees in the unit.

Article 35.2 Holidays Employees shall receive payment for holidays that occur on their regularly scheduled work day.

Part-time employees in the unit when called in to work shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater.

Part-time employees in the unit ordered into work on holidays shall be paid at time and a half.

After a library employee has completed one (1) year of service with the Township, the Township will pay the annual dues for membership in the Michigan Library Association for each part-time Librarian I and part-time Library Clerk, and shall pay the annual dues for membership in the American Library Association for each part-time Librarian I.

ARTICLE 49 **PAID TIME OFF DAYS FOR PART-TIME EMPLOYEES**

49.1 Each member of the bargaining unit who is classified as a part-time employee under this Agreement shall accrue Paid Time Off (PTO) on the terms and conditions set forth herein.

49.2 Employees shall receive PTO credits at the end of the month based on the following:

<u>Paid hours worked in the month</u>	<u>Hours Credited</u>
Less than 40 hours	0
40 to 60 hours	3
60 or more	6

49.3 Employees may not use paid time off during their new hire probationary period. Once the employee has successfully completed the probationary period they shall receive credit for PTO time earned back to their date of hire.

49.4 Members of the bargaining unit who are employed as a part-time employee may not have more than ninety (90) hours of PTO time at any one time. PTO time in excess of ninety (90) hours will be forfeited. Upon such an employee's separation from employment, the Employer will pay the employee for all accrued and unused PTO time, unless the employee resigns or retires with less than two (2) weeks notice, in which event all accrued and unused PTO time will be forfeited.

49.5 In the event that such an employee becomes a full-time employee in a position within the bargaining unit, he or she shall maintain his or her then accrued and unused PTO time, which shall be converted to vacation time.

49.6 Part-time employees shall be allowed paid time off to attend the funeral of any relative covered under article 29 provide the funeral falls on a scheduled work day.

ARTICLE 50
CLASSIFICATION CHANGE REQUESTS

Employees shall have an annual opportunity to request a classification change.

- A. Requests shall be submitted in writing through the Union to the Township on forms provided by the Township.

- B. Requests shall be submitted between May 1 and May 31 of each year.
- C. The Township shall meet with the Union to discuss the merits of the request. The Township shall respond to the request no later than July 15, such response shall be in writing to the Union. The view of the Department Head may be submitted by the union.
- D. Denial of classification change shall not be subject to the grievance procedure but may be submitted to an Advisory MERC Mediator.

ARTICLE 51
CLASSIFICATIONS AND WAGES

51.1 During the course of the Agreement wages shall be adjusted as follows:

- a. 2015-2016: 2% Effective upon _____, 2016
- b. 2016-2017: 2%
- c. 2017-2018: 2%

Members of the bargaining unit shall receive as of January 1, 2016 \$100.00 upon ratification, part-time employees shall receive \$50.00.

51.2 Salary increments for all newly hired full-time employees:

The Employer agrees to the following procedure for steps in the wage scale for all full-time employees hired after the effective date of this Agreement.

Starting salary – 85% of then current wage classification.

After six months – 90% of then current wage classification.

After one year – 95% of then current wage classification.

After two years – 100% of then current wage classification.

51.3 Employees promoted shall receive the increment that would put their new wage at the increment above their present wage and then progress according to the schedule above. Those employees who are at 100% of their current wage classification will progress to the maximum of the new classification on the basis of the following formula and schedule:

A. New classification at the 100% wage, minus the old classification at the 100% wage equals the differential.

Starting	50% of Differential
Beginning 5 th month	75% of Differential
Beginning 9 th month	100% or Maximum of Differential

51.4 All temporary transfers (Article 24.2) will be paid on the basis of paragraph 51.2 or 51.3, whichever is applicable. Credit for time worked in a classification for the preceding two (2) years will be credited to the employee if promoted to that classification.

51.5 An employee promoted may attain the one hundred percent (100%) increment any time during twelve (12) months after the date of promotion but in any case shall not require more than twelve (12) months (maximum) to attain the one hundred percent (100%) increment.

51.6 When a new job or classification is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

51.7 **Wage Opener** The Union may request at anytime to re-open this Agreement in regard to wages.

ARTICLE 52
MANAGEMENT'S RIGHTS

52.1 The Employer has all the customary and usual rights, powers, functions, and authority of management except as those rights, powers, functions, and authority are specifically abridged or modified by this Agreement.

52.2 The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the Township of Waterford in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards.

ARTICLE 53
MAINTENANCE OF STANDARDS

53.1 The Employer agrees that all customary and usual conditions of employment in its individual operation relating to general working conditions and other customary and usual conditions of employment excluding wages and hours of work, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying their terms and conditions of this Agreement if such error is corrected, within ninety (90) days from the date of the error. No other employee

shall be bound by the voluntary acts of another employee when he/she may exceed the terms of this Agreement.

53.2 Any disagreement between the Union and the Employer with respect to this matter shall be subject for the grievance procedure.

ARTICLE 54 **SAVINGS CLAUSE**

54.1 If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such article or sections to persons or circumstances other than those as to which it has been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

54.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on the mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE 55
DURATION

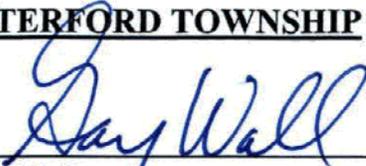
55.1 This Agreement shall become effective as of ratification by The Union and the Waterford Township Board of Trustees and shall continue in full force and effect until 11:59 p.m. December 31, 2018.

55.2 If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If either party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination, withdraws the same prior to termination date, the agreement shall continue in effect year to year thereafter subject to notice of termination of either party on sixty (60) days written notice prior to the current years termination date.

55.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to August 1st of each year, given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notices of amendment of this Agreement have been given in accordance with this paragraph, the Agreement may be terminated prior to termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

55.4 Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed to Teamsters Local 214, 2825 Trumbull Avenue, Detroit Michigan 48216-1290; and if to the Employer addressed to Charter Township of Waterford, 5200 Civic Center Drive. Waterford, Michigan 48329-3715; or to any such address as the Union or the Employer may make available to each other.

WATERFORD TOWNSHIP



Gary Wall
Township Supervisor



Sue Camilleri, Township Clerk

TEAMSTERS LOCAL 214



Al Lewis
Business Representative



, Chief Steward



, Bargaining Member



, Bargaining Member

Dated: 8/23/16

Dated: 8/23/16

Appendix Work Groups

Assessing

Group 1: Clerical – Assessing Clerk, Assessing Coordinator

Group 2: Assessors – All Assessors

Building & Engineering

Group 1: Clerical Staff – Typist Clerk I, Typist Clerk II, Permits Coordinator, Departmental Aide

Group 2: Electrical Inspection – Inspector

Group 3: Plumbing/Mechanical Inspection – Inspector

Group 4: Building Inspection – Inspector

Group 5: Engineering Staff – Field Engineer, Environmental Coordinator

Clerk's Office

Group 1: Clerical - Typist Clerk I, Typist Clerk II

Group 2: Accounts Payable - Acct. Payable/Accounting Clerk

Community Planning & Development

Group 1: Clerical – Typist Clerk I, Departmental Aide, Typist Clerk II, Department Information Systems Assistant

Group 2: Code Enforcement – Ordinance Compliance Inspector, Code Enforcement Officer, Lead Code Enforcement Officer

Group 3: Planning – Planner I, Planner II

Group 4: Housing Rehabilitation – Housing Program Counselor

Human Resources

Group 1: Switchboard – Switchboard Operator

Library

Group 1: Circulation Services – Circulation Services Coordinator, Library Clerk

Group 2: Adult Services – Librarian II, Librarian I

- Group 3:** Children's Services – Librarian II, Librarian I
- Group 4:** Outreach Services – Librarian II
- Group 5:** Technical Services – Librarian II, Library Aide
- Group 6:** Administrative Services – Account Clerk II

Fire Department

- Group 1:** Clerical – Typist Clerk I, Account Information Specialist
- Group 2:** Administration – Departmental Aide

Parks & Recreation

- Group #1:** Clerical – Departmental Aide, Typist Clerk I, Typist Clerk II
- Group #2:** Recreation – Recreation Supervisors
- Group #3:** Parks – Parks Foreperson, Maintenance Worker, Utility Maintenance Worker
- Group #4:** CAI Recreation – Recreation Supervisors
- Group #5:** Hess Farm

Police Department

- Group 1:** Records - Information Systems Clerks, Typist Clerk II, Departmental Aide, Administrative Support Clerk
- Group 3:** Chief's Office – Administrative Specialist

Public Works

- Group #1:** Administration – Departmental Aide, Account Clerk I&II, Utility Billing Account Clerk, Administrative Specialist, Inventory Control Clerk

Water & Sewer

- Group #2:** Distribution – Distribution Foreperson, Assistant Distribution Foreperson, Crew Leader Utilities I-IV, Crew Leader – Utilities (Old), Distribution Service Worker I-IV
- Group #3:** Collection Systems – Sewer Dept Foreperson, Collection System Maintenance Technologist I-IV, Sewer Pump Operator I (Old), Maintenance Worker (Old)
- Group #4:** Water Supply – Water Supply Foreperson, Assistant Supply Foreperson, Water Supply Operator I-IV

Group #5: Utility Service – Utility Service Foreperson, Utility Service Worker I-IV, Utility Service Person (Old), Meter Reader (Old)

Group #6: Electrical – Electrical Service Branch Coordinator, Electrical Technician I- III

Group #7: I&I – Civil Engineering Technician, Field Engineer, Utilities Coordinator I, Collection Systems Technologist IV

Group #8: Special Projects – Special Projects Foreperson

F&O

Group #9: Mechanics – Automotive Mechanic Foreperson, Mechanic I-IV, Mechanic (Old)

Group #10: Grounds – Foreperson of Grounds, Maintenance Worker, Utility Maintenance Worker

Group #11: Building Maintenance – Facilities Maintenance Technician

Group #12: Cemetery – Cemetery Sexton, Maintenance Worker

Treasurer's Office

Group #1: Clerical – Accounts Receivable Clerk, Cashier, Account Clerk I

Group #2: Payroll – Payroll Benefits Clerk

Group #3: Payroll/Benefits Coordinator