

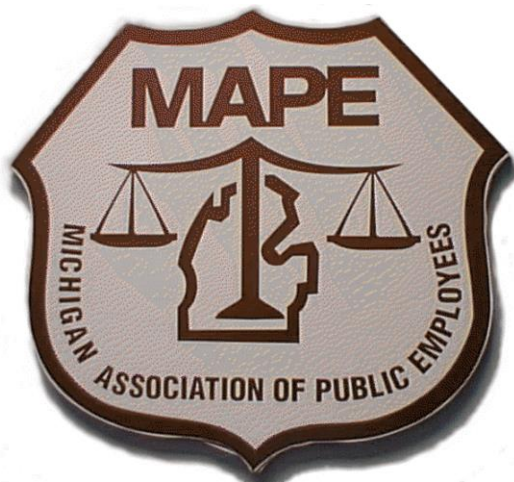
# **MASTER AGREEMENT**

Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES  
(Department of Public Works)



January 1, 2018 through December 31, 2019

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This Agreement is entered into this 1st day of January, 2018 by and between the CHARTER TOWNSHIP OF CHESTERFIELD, a Michigan Municipal Corporation, located in Macomb County, Michigan, hereinafter referred to as "EMPLOYER", AND MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES, located in Troy, Michigan, hereinafter referred to as "UNION".

## ARTICLE 1

### PREAMBLE

It is generally the purpose of this Agreement to promote the mutual interest of the Township and its employees and to provide for the operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruption to production. The Parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

## ARTICLE 2

### RECOGNITION/AID TO OTHER EMPLOYEE ORGANIZATIONS

- A. The Employer recognizes the Union as the exclusive bargaining representative for all full and regular part-time maintenance employees in the D.P.W., building inspectors, recreation, water, field assessors and those classifications listed in "Exhibit A" of this agreement, at its Chesterfield Township location, but excluding all seasonal full and part-time employees, elected officials and supervisory employees, department heads, police and fire department employees, professional employees, official clerical employees, guards and supervisors as defined by the Public Employees Relations act, and all other employees, as certified in MERC Case No R77-H-394, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- B. No official or agent of the Township shall:
1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest; or
  2. Initiate, create, dominate, contribute or interfere with the formation, administration, internal affairs, elections, meetings, dues, policies or officers of the Union; or
  3. Discriminate in regards to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
  4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement; or

5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Union as set forth in this Agreement.
- C. The Union agrees not to consort, join forces with, or make arrangements with any other organization for the purpose of coercing the Employer; and the members of the Union agree not to withhold their services due to strike, work stoppages, or any labor strife between the employees and any other employee organization, provided that said members are not required to place themselves in jeopardy to cross a picket line.

### ARTICLE 3

#### PAYMENT OF UNION DUES OR SERVICE CHARGE

- A. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an "Authorization for Deduction of Dues" or the authorization for "Deduction of Service Fees" form.
- B. Deductions shall be made only in accordance with the provisions of said "Authorization for Deduction of Dues" or the "Authorization for Service Fees Deduction" form.
- C. A properly executed copy of such "Authorization of Deduction of Dues" or Authorization for Service Fees Deduction" form for each employee for whom the Union membership dues or service fees are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" or Authorization for Service Fees Deduction" forms which are incomplete or in error will be returned promptly to the Union by the Employer.
- D. Deductions shall be remitted to the Union, with a listing of the employees from who said deductions were made, within fifteen (15) days after the date of deduction.
- E. The Union shall indemnify and defend the Township in the event of a legal challenge. In the event an employee challenges the limitation on withdrawing from the Union, the Township shall continue to make the dues deduction and deposit that money in an escrow account until the legal challenge is resolved. In the event of a final MERC or Court Decision invalidating this dues deduction procedure, this Article shall be reopened.
- F. All sums deducted by the Employer shall be remitted to the Secretary/Treasurer of the Union at 667 E. Big Beaver Road, Suite 109, Troy, Michigan 48083, not later than the last day of the calendar month in which such deductions are made.
- G. In the event the Union requests the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution.

- H. The Employer shall not be liable for the remittance of the payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make that deduction, for any employee as above 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.
- I. The Union agrees that at no time will it solicit or collect monies of any kind on the Employer's time.

#### ARTICLE 4

##### MANAGEMENT RIGHTS

- A. The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the Township Ordinances and any modifications made thereto and any resolution passed by Township elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right to:
  - 1. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
  - 2. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
  - 3. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
  - 4. Determine the number, location and type of facilities and installations;
  - 5. Determine the size of the work force and increase or decrease its size;
  - 6. Hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day by seniority;
  - 7. Permit municipal employees not included in a bargaining unit work when in the opinion of the three (3) full time elected officials this is necessary to continue municipal services;
  - 8. Direct the work force, assign work and determine the number of employees assigned to operations;

9. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish commensurate wages for any new or changed classifications;
  10. Determine lunch time, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
  11. Establish work schedules;
  12. Discipline and discharge employees for cause;
  13. Adopt, revise and enforce working rules and carry out cost and general improvement programs, all revised work rules will be posted seven (7) days prior to effective date;
  14. Transfer, promote and demote employees from one classification department or shift to another by seniority as set forth in Article 10;
  15. Select employees for positions and to determine the qualifications and competency of employees to perform available work.
- B. The Employer agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed are retained by the Employer and that the Union further agrees to waive its rights to grieve concerning the contemplation, approval, application, implementation or adoption of any management right.

#### ARTICLE 5

#### NO STRIKE - NO LOCKOUT

- A. The Employer will not lock out employees during the term of this Agreement.
- B. The Parties of the Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause any member of the bargaining unit to take part in any strike, sit-down, stay-in, sick-out, or slowdown in any department of the Employer, or any curtailment of work or restriction or interference with the operations of the Employer or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage or curtailment until the same has ceased.
- C. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the

employees and order said employees, in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Employer shall have the right to discipline, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

- D. In the event of any strike, sit-down, stay-in, sick-out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in this Article notwithstanding any provisions contained in this Agreement.
- E. In such event the arbitration within four (4) hours of the Employer's election to arbitrate shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the Federal Mediation and Conciliation Service to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.
- F. The arbitrator shall make such order and award as he shall consider necessary to effect compliance with this Article including cease and desist orders.
- G. In electing to submit any such matters to arbitration as provided in this Article, the Employer shall not thereby waive its right to any legal action for damages sustained by it because of any strike, sit-down, stay-in, or slowdown or any other curtailment of work authorized by the Union and which is in violation of this Article.
- H. Each party shall bear full costs for its side of the arbitration including payment of its witnesses and representatives and will pay one-half (1/2) of the costs for the arbitration; provided that the Township will pay the lost wages of one steward.

## ARTICLE 6

### UNION REPRESENTATION

- A. There shall be one union representative and alternate chosen from among employees with one or more year's seniority in a matter to be determined by the Union.
- B. The Union representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Union.



- C. The Union shall designate to the Employer, in writing, the Union representative and alternate and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

## ARTICLE 7

### PERSONNEL FILE/DISCIPLINE

- A. Personnel File: The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Department. There will be only one (1) personnel file for each Employee.
- B. Discipline:
1. The Employer shall not discipline or discharge any Employee with seniority without just cause.
  2. The Employee shall have the right to Union Representation at the time disciplinary action is imposed and shall be advised of that right, unless the Employee is not available in which case the Union will be provided with a copy of the disciplinary action.
  3. Disciplinary action shall be corrective in nature and include verbal warning, written reprimand, suspension and discharge. Discipline will generally be progressive, but could be accelerated depending on the nature of the issue.
  4. The Elected Official/Department Head shall provide the Employee with charges and specifications in writing at the time of discipline.
  5. The Elected Official/Department Head will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.
  6. The Employer shall maintain personnel files consistent with the Bullard/Plawicki Right-To-Know Act.
  7. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed one (1) year, unless otherwise stated in the disciplinary action, at which time they will be destroyed, providing that there has been no subsequent recurrences of the kind of behavior which led to disciplinary action.
  8. The Employer will not take into account any prior infraction that occurred more than two (2) years previously.
  9. The Employer agrees that any documented disciplinary action will be given to the employee and placed in their personnel file.

## ARTICLE 8

### GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment must present it to the Director of Human Resources, in writing, within ten (10) days after the date the employee/union knew or should have known of the alleged violation. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. The Union may submit a class-action grievance provided it alleges the violation of a specific article or section in which the results would be the same for each employee involved in the grievance. Grievances must be presented as follows:
1. STEP 1: WRITTEN – HUMAN RESOURCES: The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Director of Human Resources to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.
  2. STEP 2: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employment Relations Commission. While mediation is an attempt to resolve the grievance in a manner that is satisfactory to both Parties, such mediation shall not be binding on any of the Parties. At the conclusion of the mediation process, if the Parties do not resolve the grievance in writing, the Parties shall sign a joint written statement that the grievance is unresolved.
  3. STEP 3: ARBITRATION: If the grievance is not satisfactorily settled at Step 2, the Union has twenty (20) days from the date of the Step 2 written statement or Step 1 response, to file for arbitration, by sending a Notice of Intent to Arbitrate to the Director of Human Resources. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration. The Notice of Intent to Arbitrate shall identify the name of the Arbitrator selected by the procedure set forth below.
    - a. Selection of The Arbitrator: Within thirty (30) days of the written demand for arbitration, the party seeking arbitration shall notify one of the arbitrators from the permanent panel of arbitrators who are listed in this Article. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
    - b. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.

- c. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- d. The Party seeking arbitration shall notify the arbitrator within 10 days of his/her selection and begin to arrange the scheduling of the arbitration hearing.

C. Authority of the Arbitrator:

1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws, rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment.
3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the

grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.

2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
4. Nothing contained herein shall be intended to limit an employee's right to discuss normal customary administrative situations with his/her immediate supervisor.
5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.
7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

E. Panel of Arbitrators

1. Mark Glazer
2. Katherine VanDagens
3. Thomas Barnes

ARTICLE 9

PROBATIONARY PERIOD

- A. Probationary Period for New Full-time Employees: A full-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first six (6) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.

B. Probationary Period for New Part-time Employees: A part-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first nine (9) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.

C. Probationary Period for Employees Who Have Had a Change in Classification:

An employee who has had a change in classification shall have a probationary period of one (1) month from the date of change in classification to demonstrate that he/she has the ability to successfully perform the duties assigned to them. If he/she is not capable of fulfilling the requirements, he/she may be reverted to his/her previous classification without prejudice. During the probationary period, the employee may choose to return to his/her previous classification without prejudice.

D. Newly hired probationary full time or part time employees employment with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.

## ARTICLE 10

### SENIORITY

A. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit hereinbefore described in Article 2.

B. A regular part-time employee's seniority shall date from his most recent starting date of part-time employment within the bargaining unit hereinbefore described in Article 2.

C. Job classification seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification commencing with the employee's first full day of work within that classification and within the bargaining unit hereinbefore described in Article 2. An employee will have seniority in no more than one (1) classification at a time.

D. There shall be separate seniority lists for regular full-time employees and regular part-time employees, and full-time employee who accepts part-time work within the bargaining unit shall lose his full-time seniority, likewise a part-time employee who accepts full-time work within the bargaining unit shall lose part-time seniority.

E. An employee's seniority shall entitle him only to such rights as are provided for in this Agreement.

F. An employee promoted or transferred from a job classification in the bargaining unit, either before or after recognition of the Union, to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to

accumulate seniority while he is in such supervisory position for a period of one (1) year.

- G. An employee promoted or transferred as described in Paragraph F., above, shall have a right to return to the bargaining unit and be placed on the job to which his seniority would have entitled him had his employment with the Employer had remained unbroken; provided, however, that the Employer shall have no obligation to return such employee to the bargaining unit if such employee is discharged for cause, he shall not be eligible for return to the bargaining unit.
- H. Stewards and alternates of the Union Grievance Committee, not to exceed one (1) in number at any one time, during their term in office only, shall head seniority list within the bargaining unit for the purpose of layoff and recall only.
- I. Employees possessing higher-seniority shall not be kept at work during periods of layoff unless they are capable of performing the work to be done within their department.
- J. Seniority rights shall prevail in cases of layoff and recall where the employee's ability, experience, training and work record in the discretion of the Employer are equal; provided that when all other factors are equal, seniority shall be the determining factor.
- K. In the event of a temporary reduction of the work force, which shall not exceed twelve (12) weeks, at any one time, the work week may be reduced to not less than thirty-two (32) hours per week before any employees are laid off.
- L. A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- M. The order of recalling of laid-off employees shall be the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- N. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last-known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his intent to return within three (3) consecutive calendar days, and shall return within fourteen (14) calendar days or his employment shall be terminated without recourse to this Agreement.
- O. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by the telephone, until an employee is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately), will be given notice to report for work at the end of said three (3) day period.

- P. No bumping shall be permitted by any employee who has a job nor shall an employee solely by virtue of seniority be entitled to select or to have, or to retain any particular job within a job classification. Job assignments will be made by the Employer.
- Q. No bumping shall be permitted by an employee to displace another employee as long as the senior employee has an assigned job.
- R. No bumping shall be permitted by a laid-off employee to secure a higher rated job.
- S. Laid-off employees with one or more year's seniority, wishing to exercise their seniority to remain working must be fully qualified and capable of performing the remaining work and must displace least senior employee doing the remaining work, at the rate of pay for work being performed.
- T. Any employee bumping into a lower rated job classification shall lose his previous classification seniority if he is recalled to his previous classification and fails or refuses to report for work within seven (7) days after notice and, provided he is qualified for said classification.
- U. There shall be no lateral or downward bids, and no more than one (1) successful bid permitted in any twelve (12) calendar month period.
- V. An employee shall forfeit his/her seniority for the following reasons:
  - 1. The employee quits, or
  - 2. The employee is discharged and the discharge is not reversed through the grievance procedure, or
  - 3. The employee is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to his/her last known address that his/her seniority has been forfeited and his/her employment is terminated, or
  - 4. The employee fails to return to work when recalled after a layoff as set forth in the recall procedure of the Agreement. In special cases, the Employer may make exceptions, or
  - 5. The employee fails to return to work after having been on a leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in Paragraph 3., or
  - 6. The employee retires, or
  - 7. The employee accepts any employment elsewhere during a period of time while he/she is on an approved unpaid leave from the Township, or

8. An employee's seniority shall continue to accrue during a layoff, but in no event shall seniority accrue for a period of more than twelve (12) months. In those cases in which an employee remains on layoff for a period of more than twelve (12) months, the employee is subject to termination. During the layoff period, the employee shall not receive any benefits unless specifically continued in this Agreement.
- W. Temporary transfers not to exceed twelve (12) weeks duration, and not involving more than forty percent (40%) of the employees in the unit on a yearly average shall be permitted in the discretion of the Employer without regard to seniority. Employees so transferred shall receive the rate of their former job or the rate of the job to which they are transferred whichever is higher. During periods of temporary transfer, employees shall suffer no detriment to their classification seniority.
- X. An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees or permanent part-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts. The Union shall be notified of such employment and its estimated duration.
- X. An employee who has been incapacitated while working at his regular work by injury or compensable occupational disease, while employed by this Employer, may, in the sole discretion of this Employer, be employed at other work on a job that is operating in the Township and which he can perform in the opinion of the Employer, without regard to any seniority provisions of this Agreement.
- Y. Should a Court or administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Employer take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Employer shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and without resort to the grievance procedure by the Union or any bargaining unit member.
- Z. The Employer agrees to post and update semi-annually a seniority list by job classification seniority and bargaining unit seniority. Separate seniority lists shall be posted for full-time employees and regular part-time employees who shall only have seniority with respect to the persons on their respective lists. An employee's standing on the published list will be final unless protested to the Employer's personnel office not later than thirty (30) calendar days after the list has been posted on the Employer's bulletin board. Upon posting of the updated seniority list, the Employer shall mail a copy of the list to the Michigan Association of Public Employee's office located at 667 E. Big Beaver Road, Suite 109, Troy, Michigan 48083.

## ARTICLE 11

### JOB UPGRADING, PROMOTIONS AND NEW POSITIONS

Employees shall have the right to apply for a vacant position, in writing, following the process determined by Human Resources. The Employer shall consider such application from an



employee; however, the Employer shall fill such vacancy with the most qualified applicant.

When an employee applies for a promotional position (a position with a higher salary range than the employee's current position), promotions shall be based upon qualifications as determined by the Employer. If the employee's qualifications are determined to be equal, seniority shall then be given first consideration.

## ARTICLE 12

### WAGES

- A. Attached hereto and marked Appendix "A" is a schedule showing the wage rates of the employees covered by this Agreement, which such wage rates shall be effective January 1, 2018, and shall remain in effect during the Agreement.
- B. Wage increases shall be based on the Employee's date of hire.
- C. Members with an S-4 license will receive a fifty cent (.50) per hour increase. The license must be maintained for the fifty cents to apply.

## ARTICLE 13

### EMPLOYEE DEFINED

- A. Regular Full-time Employee: A regular full-time employee is an individual employed in a full-time budgeted position and regularly scheduled to work forty (40) hours per week. Regular full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.
- B. Regular Part-time Employee: A regular part-time employee is an individual employed in a part-time budgeted position and regularly scheduled to work less than twenty-four (24) hours per week. Regular part-time employees shall not be entitled to any benefits outlined in this Labor Agreement.
- C. Temporary/Seasonal Employee: Any individual employed on a temporary or seasonal basis, as determined by the Employer, who shall be employed for no longer than a six (6) month period. If such an employee is hired as a result of an approved leave of absence or workers' compensation leave, the temporary/seasonal employee shall be employed for the term of the leave of absence. Such employee shall not be represented by this Union, and shall not be entitled to any benefits outlined in this Labor Agreement.
- D. Upon a position becoming vacant, the Employer shall only be able to convert two (2) full time positions to part time positions through attrition during the term of this Labor Agreement.

## ARTICLE 14

### RATES FOR NEW CLASSIFICATIONS

The rate of pay for any new classification established by the Employer within the bargaining unit covered by this Agreement shall be determined by the Employer. The parties agree to negotiate the rate of pay for new classifications within thirty (30) days after the Employer establishes the classification and rate. If the Employer and Union are unable to agree to the new classification and rate of pay, the classification and rate of pay will be subject to the grievance procedure.

## ARTICLE 15

### GENERAL PROVISIONS

- A. Supervisors shall be permitted to perform bargaining unit work in the following instances:
  - 1. In emergency or where regular employees are not available to report.
  - 2. To instruct or train employees.
  - 3. To do experimental work on a new job not to exceed a reasonable time.
  - 4. To fill personnel shortages caused by scheduled Employees not reporting to work.
  - 5. In all other cases where unit employees are not displaced on a temporary basis.
- B. The Employer agrees to provide bulletin board space, which may be used by the Union for the following notices:
  - 1. Notice of Union meetings.
  - 2. Notices of Union elections and the results where they pertain to the Employer's employees.
  - 3. Notices of Union recreational and social events.
  - 4. Other notices concerning Union affairs which are not political or controversial in nature.
- C. It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.
- D. It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed, or defaced by Employer or employees. If same should occur, the affected employee shall be subject to disciplinary action.
- E. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, or the Employer's officials, officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- F. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.

- G. The Union will remove from the bulletin board, upon the written request of the Employer, any material which in the Employer's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship.
- H. Where, in the opinion of the Employer, it is reasonable and necessary for a Union agent other than an employee to enter the Employer's premises to investigate a previously filed grievance, such agent shall first secure permission from the Employer's personnel office and shall then obtain a mutually satisfactory date and time for visit. A representative of the Employer may accompany the Union while he is on the premises.

## ARTICLE 16

### HOURS, OVERTIME AND PREMIUM PAY

- A. The normal work day for regular full time employees of the Assessing and Building Department shall be eight (8) hours excluding, non-paid one-half (1/2) hour lunch, and shall be between the hours of 8 a.m. to 4:30 p.m., Monday through Friday. The normal work day for regular full time employees of the D.P.W. shall be eight (8) hours excluding a non-paid one-half (1/2) hour lunch period and shall be between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding those members of the D.P.W. assigned to the Maintenance Division. This Paragraph shall not be construed as, and is not a guarantee of any number of hours of work per day. Those employees of the D.P.W. assigned to the Maintenance Division, may be required to work anytime on a seven (7) day work week with a five (5) day work schedule with two (2) days off in succession from Sunday to Saturday inclusive. Additionally, their hours may be adjusted according to the needs of the Employer, but in no event will such employees be required to work split-shifts.

A normal work day for Zoning Enforcement Officers shall consist of eight (8) hours excluding a non-paid one-half (1/2) hours lunch. Zoning Enforcement Officers may be scheduled to work any five (5) of seven (7) days within a five (5) day workweek with two (2) days off. Work schedules shall include work on Saturday and Sunday as mutually agreed to by the Parties. Off days shall be consecutive where possible and in no event shall officers be required to work split shifts. Article 16.M. shall not apply for work on Saturday and Sunday if scheduled one (1) week in advance.

- B. For all employees the work hours shall be broken down into 10-6 minute segments. An employee shall be noted as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late, six (6) minutes or more after starting time, he shall be docked in major segments of 1/10 of an hour.
- C. If an employee is more than sixty (60) minutes tardy, his supervisor may send him home for the balance of that working day, in which event he shall not receive any pay for that day.
- D. It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No

such deviations shall be considered a violation of this contract. This Paragraph shall not be construed to allow a circumvention of overtime.

- E. There will be no regular work day or regular work week for part-time employees.
- F. For employees in classifications covered by this Agreement there shall be two (2) fifteen (15) minute paid rest breaks per day to be scheduled by the Employer.
- G. For employees in classifications covered by this Agreement there shall be a lunch period without pay to be scheduled by the Employer as close to the middle of the shift as possible. All employees working in the field away from Township offices shall not be required to punch in and punch out for the lunch period. In the event that work duties interfere with an employee taking a fifteen (15) minute rest break as addressed in Paragraph F, above, the employee shall be allowed to combine the missed break with their lunch period.
- H. Employees shall report at their posted starting time of their shift and not leave without permission, until their posted quitting time of their shift.
- I. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated and return time, and secure such supervisor's permission prior to leaving.
- J. All conflicts of medical opinion shall be resolved by an independent medical doctor chosen by the Employer and employee.
- K. If requested to work overtime, an employee will be expected to do so unless he is excused for good cause. The Employer will try to give the employees at least four (4) hours advance notice when they are required to work overtime.
- L. Time and one-half (1 1/2) of an employee's regular rate of pay will be paid for all hours worked, or otherwise compensable in excess of normal working hours. The Building Department, Assessing Department and D.P.W. calculations shall be based on eight (8) hours per work day or forty (40) hours per work week.
- M. The rate for overtime pay shall be time and one half (1 1/2) times the employee's regular hourly rate and double time on Sunday, or the seventh (7th) day in the work week, excluding all forms of premium pay.
- N. Any employee who begins a shift on one calendar day and finishes the shift on the following calendar day shall be paid at the appropriate applicable rate for the hours worked.
- O. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among all employees within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work.
- P. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

- Q. If an employee is called back after quitting time for overtime work, he shall be compensated for not less than two (2) hours work regardless of time worked.
- R. In special circumstances an employee may be permitted to receive compensatory time in lieu of overtime. Department head approval is required for compensatory time in lieu of overtime. Accrual of compensatory time is limited to four (4) days annually, of which only two (2) days may be taken at a time.
- S. Any employee called to work or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing his regular work, or the work assigned shall receive a minimum of two (2) hours work or pay at his regular hourly rate except in cases of labor disputes, acts of God, unforeseen circumstances or conditions beyond the control of the Employer.
- T. The Employer may assign employees to any work available during such two (2) hour period.
- U. The minimum two (2) hours work or pay shall not apply where an employee reports back to work after he has been absent without excuse and without notifying the Township of his date to return to work.
- V. Employees are expected to respond to a call back to work under conditions of management-declared emergency made known to the employee; provided, the employee is given reasonable notice.
- W. D.P.W. employees who are assigned stand-by duty shall be paid not less than three hundred (\$300.00) dollars for each calendar week or seven (7) consecutive days said employee is on stand-by. It shall be the employee's duty while on standby to be constantly accessible through the Township paging system and not be further than ten (10) miles from any Township boundary at any time.

ARTICLE 17

HOLIDAY PAY

- A. The following shall be considered as holidays for the purposes of this Agreement:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Day after Christmas  
New Year's Eve Day

- B. Should Christmas and New Year's Eve fall on a Saturday, the Christmas and New Year's Eve holidays will be celebrated the prior Friday. Should Christmas and New Year's Eve fall on a Sunday or Monday, the Christmas and New Year's Eve holidays will be celebrated the following day, i.e., if Sunday, then Monday will be the holiday; if Monday, then Tuesday will be the holiday.
- C. To be eligible for holiday pay, an employee must:
  - 1. Work full time on the date the holiday occurs.
  - 2. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- D. No holiday for which an employee is paid and during which he did not work shall be considered or treated for any purpose under this Agreement as time actually worked by him.
- E. To be eligible to receive a paid holiday, a regular employee must have worked the scheduled day before and the day after the recognized holiday, except when authorized leave. Authorized leave shall include paid time off, bereavement leave, or leaves of absence of any sort.
- F. If employees covered by this Agreement work on any holiday set forth in Paragraph A. in no event shall the pay for such holiday exceed regular pay plus double time.
- G. Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore set forth, shall be compensated for such holiday based on pay for normal work day as defined in Article 16, at the straight time hourly rate, excluding premiums of the particular employee.
- H. When an employee agrees to work on one of the hereinbefore designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday. This shall not apply if the employee is off sick or in an emergency.
- I. Employees scheduled to work on one of the hereinbefore designated holidays, or on the day observed in lieu thereof, if any, who do not work shall not receive any pay.
- J. For seven (7) day operation employees (D.P.W. Maintenance Division), when a holiday is concurrent with the employee's sixth (6th) or seventh (7th) workday and the employee does not work, the employee shall be eligible for holiday pay provided, he/she shall have received at least eight (8) hours pay exclusive of overtime in the calendar week prior to, during or after the holiday, provided the employee continues on the payroll through the holiday and would otherwise be qualified for the holiday.

ARTICLE 18

PAID TIME OFF

- A. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as sick time, vacation, personal business and other activities and needs, without disrupting the operations of the department.
- B. The following schedule shall apply to full time employees:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED</u>	<u>ANNUAL AMOUNT OF PTO DAYS</u>
Less than 5	28 days
5	33 days
10	38 days
15	43 days

- C. Employees shall accrue fourteen (14) PTO days at date of hire, and then in total on that anniversary date throughout employment. Unused PTO will be paid to the Employee after each Employee's anniversary date based on original full-time date of hire, payments not to exceed fifty percent (50%) of annual amount of PTO days.
- D. Paid Time Off shall be available for use upon accrual.
- E. In order to implement PTO, existing employees shall receive a pro-rated accrual of sick leave and personal days from January 1, 2018 to the employee's anniversary date in 2018. On the employee's anniversary date in 2018, any unused sick or vacation time shall be paid out to the employee. Upon the anniversary date in 2018 and going forward, the full scheduled PTO amount will be accrued.
- F. Paid Time Off requests shall be reviewed by the Elected Official/Department Head, and must be approved in advance. For time off requests of one (1) week or more, the request must be submitted two (2) weeks in advance. All other time off requests must be submitted 24 hours in advance, unless the request is for unforeseen circumstances in which case a thirty (30) minute notice is expected. Any approval shall be at the Elected Official/Department Head's discretion to ensure efficient operations.
- G. Upon termination of employment, an employee shall be compensated for the balance of his/her Paid Time Off at the rate of pay said employee received at the time of termination.

ARTICLE 19

LEAVES OF ABSENCE

- A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:

1. Personal Leave
2. Medical Leave for Employee and/or Family
3. Military

B. Provisions:

1. Personal Leave of Absence:

An employee may be eligible for a Personal Leave upon completion of twelve (12) months of service from their full-time date of hire.

2. An employee absent from work for more than fifteen (15) consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources.
3. All requests for a Personal Leave must be submitted with as much possible notice prior to the effective date of the Personal Leave.
4. While on an approved Personal Leave, an employee must exhaust all compensatory time and paid time off, less five (5) days.
5. An approved Personal Leave shall not exceed six (6) months.
6. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
7. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
8. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove all requests for Personal Leave. The Employer shall have the sole and exclusive right to approve or disapprove leaves, ensuring the needs of the Township will be met.
9. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in this Labor Agreement.

C. Medical Leave of Absence for Employee and/or Family:

1. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
2. An employee may be eligible for a Medical Leave upon completion of six (6) months of service from their date of hire.
3. A family member shall be defined pursuant to the Family Medical Leave Act.



4. An employee absent from work for more than five (5) consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources.
5. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head at least thirty (30) days prior to the effective date of the Medical Leave.
6. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
7. Medical certification must be received by Human Resources within fifteen (15) days from the employee's last day worked.
8. While on an approved Medical Leave, an employee must use paid time off to cover any elimination period related to Short Term or Long Term Disability.
9. Medical Leaves can be approved for a period of no more than six (6) months. Medical Leave requested beyond six (6) months, may be approved for an extension, but not to exceed an aggregate total of no more than twelve (12) months.
10. Medical Leave extension requests must be submitted in writing at least five (5) working days prior to the expiration of the current approved Medical Leave.
11. An employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the employee is on said Medical Leave without pay.
12. While on a Medical Leave, benefits will be cancelled at the end of the tenth month of an approved medical leave. Upon the return from a Medical Leave where benefits are cancelled, such benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
13. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
14. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove requests for Medical Leave, ensuring the needs of the Township will be met.
15. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.
16. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in this Labor Agreement.

D. Military:

1. The Employer complies with the Uniform Services Employment and Reemployment Right

Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee, whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.

2. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources. Employees absent under USERRA should provide the Township with a copy of his/her military orders.
- E. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

## ARTICLE 20

### BEREAVEMENT LEAVE

- A. An Employee will receive five (5) days off with pay, not chargeable to Paid Time Off accumulation, for bereavement of the employee's spouse, children, natural mother and natural father, brother and sister.
- B. An employee will receive three (3) days off with pay, not chargeable to Paid Time Off accumulation, for bereavement of the employee's, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children, grandparent, grandchildren, step-grandchildren, foster parent, father-in-law, and mother-in-law.
- C. An employee will receive one (1) day off, for bereavement of the employee's aunt, uncle, grandparent-in-law, niece, nephew, and current step-parent. An employee may take an additional two (2) days off, deducted from accumulated Paid Time Off.
- D. In the event of a death of an employee's natural mother, natural father, children, or spouse the employee may upon request, use two (2) additional days deducted from accumulated Paid Time Off.
- E. For attendance of out-of-state funerals an additional two (2) days may be taken, deducted from accumulated Paid Time Off.
- F. The Employer may require proper proof, such as, but not limited to, newspaper death notice, obituary notices, or verification of attendance from the Funeral Home for days taken off pursuant to this Article.

## ARTICLE 21

### COURT/JURY DUTY

- A. An employee who serves on jury duty or whose appearance is required in court as a result of a subpoena or court order, which is work related, shall be paid for the time at the

employees regular rate of pay for all hours required by the court. The employee shall endorse and turn into the employer any checks received as subpoena fees on completing his/her obligation to the court and returning to work.

- B. An employee must report for work when it does not conflict with court obligations. When an employee's court duty is complete, the employee must report to work even if only a part of the day remains. An employee who does not report to work for the remaining work day after a court appearance, will not be paid for time missed from work.
- C. It is the employee's responsibility to keep the employee's Department Head informed on a daily basis about the time required for jury duty or court appearances.

## ARTICLE 22

### INSURANCE BENEFITS

#### A. Insurance Benefits (general provisions):

- 1. Only Full-time employees and their eligible dependents will be eligible for Employer provided Insurance Benefits under this Article.

Full-time employees whose spouse is also employed full-time by the Employer or who is a retiree of the Employer will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee(s)/retiree and eligible dependents. Such employee(s)/retiree shall not be eligible for the insurance waiver payment.

- 2. Full-time employees may elect to cover their current spouse on the Employer's medical, prescription drug, dental and vision plans.

Full-time employees may elect to cover their eligible children up to the age 26 on the Employer's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to Human Resources as requested.

- 3. Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for the Employer's medical, prescription drug, dental and vision plans as well as life insurance.

#### B. Medical and Prescription Drug Plan:

- 1. The Employer shall provide the medical plan options as attached in Appendix C, or its substantial equivalence. The Employer agrees to contribute to a qualified Health Savings Account (HSA) 100% of the plan's deductible in January of 2018, and 50% of the plan's deductible in January of 2019. The 80/20 and Hard Cap Rule of PA 152 will not apply to members of this Bargaining Unit for 2018 and 2019. Employees may elect to contribute to the HSA within the IRS-established limitations.

- 2. Full-time employees who elect not to participate in the Employer's medical and prescription drug plans and who have coverage elsewhere shall receive a monthly insurance waiver payment of \$166.00 for a single contract and \$333.00 for a two

person/family contract. The insurance waiver will be paid in the employee's regular paycheck, subject to normal deductions.

- a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver payment.
  - b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Employer's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.
- C. Dental Plan: The Employer shall provide a dental plan to full-time employees and their eligible dependents as outlined in Appendix C, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are an IRS claimable dependent.
- D. Vision Plan: The Employer shall provide a vision plan to full-time employees and their eligible dependents as outlined in Appendix C, or its substantial equivalence. Dependents ages 19-26 may be eligible for vision coverage if they are an IRS claimable dependent.
- E. Life Insurance/AD&D: The life insurance benefit provided by the Employer shall be \$50,000 with Accidental Death & Dismemberment double indemnity coverage.
- F. Short Term Disability: Full-time employees covered by this Agreement will be provided a Short Term Disability program with a seven (7) calendar day elimination period and a 66.67% weekly benefit not to exceed \$1,100.00. The provider shall be determined by the Employer. The cost for this Short Term Disability coverage will be paid by the Employer.
- G. Long Term Disability: Full-time employees covered by this Agreement will be provided a Long Term Disability program upon the expiration of Short Term Disability benefits, with a 66.67% monthly benefit not to exceed \$5,000.00 per month. The provider shall be determined by the Employer. The cost for this Long Term Disability coverage will be paid by the Employer.
- H. Part-time employees shall not be eligible for Employer's medical, prescription drug, dental and vision plans, Short Term Disability, Long Term Disability, and life insurance during employment and/or retirement.
- I. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union for the purposes outlined below:
1. To receive and review information pertaining to medical, prescription drug, dental and vision plans covered in this Agreement.
  2. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer's implementation of substantially equivalent changes, as noted in this Article, including, but not limited to, plan provider/carrier changes.

## ARTICLE 23

### RETIREMENT AND RETIREE INSURANCE

A. For full time employees hired into the Township prior January 1, 2018:

1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 6-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) employee contribution. Full time employees hired after January 1, 2014 will be eligible for MERS benefits based on age 60, 10-V.
2. Based upon length of service at the time of retirement, an Employee with at least fifteen (15) years of full time service and age fifty-five (55) is eligible for and will receive full retiree medical and prescription benefits including dental and optical coverage for the retiree, spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree.
3. An Employee who retires from the Township under the MERS pension plan, and is receiving MERS retirement payments, will be eligible for medical and prescription benefits including dental and optical coverage from the Township as described in Paragraph 2. above. For an employee hired into the Township prior to January 1, 2010, the Employer will provide the same coverage to eligible retirees as they had upon retirement, until such time as the retiree is eligible for the Medicare Program.

For an employee hired into the Township after January 1, 2010, the Employer will provide the same coverage as active employees including any future negotiated changes, at the Employer's discretion, until such time as the retiree is eligible for the Medicare Program. Employees hired into the Township after January 1, 2010, will have the ability to voluntarily elect to have his/her retiree healthcare governed by Paragraph B.2., below and receive a **five thousand four hundred dollar (\$5,400)** contribution to that Plan for each year of prior Township service, then the contribution amounts in Paragraph B.2., will apply for future Township service. These employees must make this election by June 29, 2018. For these employees who have elected this option, they will be eligible for the Medicare Program as described below.

For Paragraph 3. above, retirees and/or their eligible spouse shall apply and participate in the Medicare Program, when eligible, and must obtain parts A & B at their cost. At that time, the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with the Medicare Program. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage. Dental and optical coverage will continue to be provided at the Township's cost for the retiree and eligible spouse.

4. Upon retirement of an Employee from employment with the Employer, until his or her death, the Employer will continue group life insurance coverage in the amount of **fifteen thousand dollars (\$15,000.00)** for the retiree only.

5. A retiree who elects not to participate in the Employer's medical and prescription drug plans and who does have coverage elsewhere, shall receive an annual insurance waiver payment of **two thousand dollars (\$2,000.00)** for a single contract, and **four thousand dollars (\$4,000.00)** for a two-person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time eligibility will cease.
- B. For full-time employees hired into the Township on or after January 1, 2018:
1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 10-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) employee contribution.
  2. Will not be eligible for or receive any Employer provided retiree medical, prescription drug, dental coverage, vision coverage and life insurance. The eligible employee, however, shall receive **one hundred dollars (\$100.00)** per pay period deposited by the Employer into the Defined Contribution Retirement Plan, or another savings vehicle, as determined by the Employer with the annual amount not to exceed **two thousand six hundred dollars (\$2,600.00)** per year. Employees shall be immediately vested in these Employer contributions.

#### ARTICLE 24

##### TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- A. In the absence of the Superintendent and Assistant Superintendent of the DPW the most senior DPW employee shall assume the obligations of supervision. In the event the Superintendent and Assistant Superintendent are absent for a continuous period of more than 48 hours (2 days), then such senior DPW employee shall be compensated at the then existing hourly rate of the Assistant Superintendent, retroactive to the assumption of supervisory responsibilities.
- B. Temporary assignments are made at the discretion of the Employer in order to ensure the orderly performance and continuity of services. The temporary assignment must be authorized in advance by the Department Head when an employee will be functioning in a higher classification due to the absence of the higher classified employee, in excess of four (4) hours. A regular employee temporarily assigned to a higher classification for a period in excess of four (4) hours will receive the minimum rate of the higher classification or one (1) step added to their current salary, whichever is greater.

Any employee temporarily assigned under this Article must have the current ability to do the available work and meet the minimum qualifications of the higher classification.

ARTICLE 25

COMPENSATION

- A. Step Up Pay: All step-up pay must be pre-approved by the Department Head or, in his/her absence, the Township Supervisor. All work is to be documented and paid if worked in the higher classification for four (4) hours or more for only the hours actually worked. It is understood the employee performing the work accepts the responsibility and accountability for the work being performed, shall receive the pay at the higher classification. An employee temporarily working in a lower employment classification shall not suffer a reduction in wages.
- B. Longevity Pay: Each eligible employee hired prior to January 1, 2011 shall receive longevity pay in accordance with the following schedule, in addition to the regular salary. The percentage amount below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date. Upon completion of three (3) or more continuous years of service with the Township, as of the anniversary date of employment in each year as follows, the employee shall be entitled to the annual longevity payment indicated:

<u>Years of Continuous Service With the Township</u>	<u>Percentage of Base Pay</u>
3 through 4	1%
5 through 9	5%
10 through 14	6%
15 through 19	7%
20 and Up	8%

Each eligible employee hired after January 1, 2011 upon completion of six (6) continuous years of service with the Township, as of the anniversary date of employment shall be entitled to the annual longevity payment indicated:

<u>Years of Continuous Service With the Township</u>	<u>Flat Longevity Amount of</u>
6 through 11	\$ 500.00
12 and Up	\$1,500.00

- C. Longevity pay shall be payable (in a lump sum payment) to an eligible employee in the first pay of November each year during the term of this agreement. Upon death or other termination of employment with the Township (excluding layoffs lasting less than six (6) months), of an employee, she/he or her/his legal representative in the case of death, shall be paid her/his longevity pay for the current period on a prorated basis computed from the anniversary hire date to the date of death or retirement as the case may be. For the above purpose, "continuous service" with the Township shall be interrupted by any period of inactive employment lasting in excess of six (6) months, including, without limitation, such a period caused by layoff, unpaid leave of absence, suspension, discharge or quit.

- D. Educational Assistance: Any employee attending an educational or training conference, pre-approved by the Employer, shall be paid straight time only and overtime pay shall not be paid under any circumstances. All conferences shall be held Monday through Friday, both inclusive.

The Employer encourages its employees to seek higher education. For this reason, a partial repayment plan for the cost of education has been established. The plan covers courses that are job related.

Upon approval, and later successful completion of the course with an eighty percent (80%) or better, Employer will reimburse the employee fifty percent (50%) of the cost of tuition, books and fees, up to fifteen hundred dollars (\$1,500.00). This reimbursement is subject to the employee agreeing to repay the Employer in the event that the employee leaves the employment of the Employer in less than three (3) years after the reimbursement is made. The repayment will be a deduction from payroll. When the Employer requires continuing education, the entire cost of the course, seminar or workshop will be paid by the Employer.

- E. Special License: All bargaining unit members that maintain an S license and/or a Pesticides Spray Applicator license shall receive an annual bonus in the amount of five hundred and fifty dollars (\$550.00).

The Employer shall not be responsible for the payment of any additional S nor pesticide sprayer applicator licenses unless the license(s) is required by the Employer. The cost to the employee for obtaining an S license, or pesticide sprayer applicator license, shall be paid for by the employee. Subject to the above, a DPW employee who attains and maintains a minimal water distribution license of S-4 or Pesticide Sprayer applicator will receive an annual bonus payment of five hundred and fifty (\$550.00) dollars. Payment will be made by first pay in December of each year. If any such member received said license after January 1, of that year, the bonus payment will be prorated effective the date of certification.

## ARTICLE 26

### WORKERS' COMPENSATION

- A. Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury within twenty-four (24) hours on forms provided by the Employer.

The Employer agrees to continue all insurance and other benefits during the period of time the Employee is disabled. The benefits provided by this Article are limited to pension benefits, insurance benefits, disability benefits as specifically provided in this labor agreement.

- B. A work related injury will be managed pursuant to Michigan Workers' Compensation laws.



- C. An Employee unable to return to duty upon the expiration of two (2) years of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

## ARTICLE 27

### UNIFORMS APPAREL

- A. DPW: The Employer shall furnish six (6) sets of uniforms in the first year and three (3) annually, thereafter (jeans and shirts), and as needed: rubber boots, rubber gloves, rain gear, Carharts (or its equivalent) heavy/winter, two (2) pairs blue coveralls and two hundred (\$200) dollars for work boots, paid yearly in January to each employee in the Department of Public Works at no cost to the employee. Uniforms are a color and design selected by the Employer. Uniforms are the property of the Employer and to qualify for a replacement uniform, old items must be returned to the Employer. The Employer shall also provide all safety equipment, including helmets, eye and ear protection necessary for performance of the job.
- B. Building Department: The Employer shall provide Building/Code Enforcement unit members six (6) shirts plus two hundred (\$200) dollars annually for footwear and jeans to be paid each year in January. The Township will also provide, as needed: rubber boots, three quarter length lined jackets, and one set of yellow rain gear to each employee at no cost to the employee. Uniforms are the property of the Employer and to qualify for a replacement uniform, the old items must be returned to the Employer.
- C. Assessing: The Employer will pay unit members in assessing one hundred and fifty (\$150) dollars, annually in January each year. No receipts will be required upon receipt of the one hundred and fifty (\$150) dollars. In addition, the Employer shall provide each member in Assessing with six (6) polo shirts initially and three (3) annually thereafter, bearing the Chesterfield Township logo for identification in the field.

## ARTICLE 28

### TRAVEL EXPENSE REIMBURSEMENT

- A. Employees required by the Employer to use their own car in the course of their duties will receive mileage as determined by the Internal Revenue Service as nontaxable. Reimbursement will be on a monthly basis.
- B. All requests for reimbursement of mileage will be documented and supported on forms to be furnished by the Employer.

Township policy will be followed to receive a forty (\$40.00) dollar per diem for approved overnight stay.

- C. No Employee shall be authorized to take Township vehicles home. The Township reserves the right to authorize such vehicle use in limited and emergency circumstances and as approved in writing by the Township Supervisor/Designee.

## ARTICLE 29

### MAINTENANCE OF STANDARDS WAIVER

- A. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working rules shall be maintained at not less than those in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved only where specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bon-a-fide errors made by the Employer or the Union in terms and conditions within ninety (90) days from the date of execution of this Agreement.
  
- B. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the order shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## ARTICLE 30

### EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or with in any way affects wages, hours of working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

## ARTICLE 31

### SUBCONTRACTING

No subcontracting will be done if it would cause a layoff of any of the present employees in the divisions of the bargaining unit at the date of this contract.

ARTICLE 32

SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, by decree of a court of competent jurisdiction or by the Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 33

DUTY RELATED LEGAL ACTION

- A. Whenever any claim is made, or any civil action is commenced, against an employee for actions taken by the employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.
- B. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the employee, pay, settle or compromise the judgment. Provided that exempt from the application of this provision, is any conduct or action of an employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent employees in any particular matter.

ARTICLE 34

CDL LICENSE

Employees required to have CDL shall be subject to Department of Transportation Drug Testing Guidelines. All other employees will be subject to Township-wide drug testing policy when issued.

ARTICLE 35

PENSION BOARD

The Employer will provide copies of actuarial statements as requested by the Union.

ARTICLE 36

JOB DESCRIPTIONS

The Employer will share job descriptions with the Union to get the Union's input prior to approving any job description. The Employer has the sole and exclusive right to develop, modify, and approve all job descriptions.

ARTICLE 37

ATTACHMENTS

The Union and Employer agree that any Letter of Agreement or Letter of Understanding not attached to this Labor Agreement is null and void and not enforceable.

ARTICLE 38

DRUG TESTING POLICY

**PURPOSE:** The purpose of this order is to provide all employees with notice of the provisions of the departmental drug testing program.

**SCOPE:** To all Chesterfield Township Employees.

**POLICY:** It is the policy of the Township and desire with the parties to provide a drug-free work environment through the use of a reasonable employee drug-testing program. Therefore, in order to ensure the integrity of the Township and to preserve public trust and confidence in a fit and drug free community law the Township will implement a drug testing program to detect prohibited drug use by employees.

DEFINITIONS

- A. Employee - All personnel, sworn or civilian, paid or unpaid, full-time or part-time, regular or volunteer who work for the department.
- B. Supervisor - Those employees assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- C. Drug Test - The compulsory submission of urine in accordance with department procedures by an employee for chemical analysis to detect prohibited drug usage.
- D. Probable Cause - That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe is more probably than not that an employee is or has been using drugs while on or off duty.

- E. Medical Review Officer (MRO) - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
- F. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Township Supervisor/Designee or the right to same is invoked by an employee under certain conditions outlined in this order after it has been determined that the employee has violated this order.
- G. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

PROCEDURES/RULES:

A. GENERAL RULES

The following rules shall supply to all employees while on and off duty.

- 1. No employee shall illegally possess any controlled substance.
- 2. No employee shall ingest any controlled or prescribed substance except under the direction of a doctor.
- 3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
- 4. Any employee having a reasonable basis to believe that another employee is illegally using or is in possession of any controlled substance, shall immediately report the facts and circumstances to their supervisor.
- 5. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations policies and procedures and the collective bargaining agreement. The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Township Supervisor/Designee when one of the following occurs:
  - a. A refusal to participate.
  - b. Probable cause.
  - c. The medical review officer determines that an employee's drug test was positive.

B. APPLICANT DRUG TESTING

- 1. Applicant for a position with Chesterfield Township shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test.
  - b. A confirmed positive drug test indicating drug use prohibited by this order.

#### C. EMPLOYEE DRUG TESTING

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

1. The Township Supervisor/Designee may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
2. Members of the MAPE shall be uniformly tested during any random testing required by the department. All MAPE members may be randomly tested in the first year of the program and will be randomly selected thereafter.
  - a. The DPW Superintendent or his designee and a representative from the MAPE shall determine the frequency and timing of such tests.
  - b. The employees chosen for random testing will be by a lottery system mutually agreed upon by the DPW Superintendent and the MAPE union president or his/her designee shall be present at the time of the random drawing.
  - c. The president of MAPE or his/her designee will receive a list of the employees that have been required to take a drug test after all employees have submitted or have refused to submit a urine sample to the laboratory testing personnel.

#### D. PENALTY

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Any discipline remains subject to review in accordance with the collective bargaining agreement.

#### E. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this order shall be adhered to by all laboratory personnel administering departmental drug test.
2. Laboratory personnel authorized to administer department drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.
3. All testing shall follow MCOLES standards and be administered by an MCOLES approved agent.

4. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen. The Township Supervisor/Designee shall conduct an investigation to determine if the original sample was altered or substituted. If it is determined that the sample was altered or substituted, appropriate disciplinary action shall be taken.

F. DRUG TESTING METHODOLOGY

1. Testing or processing phase shall consist of:
  - a. Initial screening test.
  - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Township Supervisor shall be held until the confirmation test results are obtained and verified by the M.R.O. as a positive reading.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

	(ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
*Opiate metabolite	300
Phencyclidine	25*
Amphetamines	1000
Barbiturates	300

\*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level	(ng/ml)
Marijuana Metabolite	15*

Cocaine Metabolite 150\*\*

Opiates:

Morphine 2000

Codeine 2000

Phencyclidine 25

Amphetamines 500

Amphetamine 500

Methamphetamine 500

\*Delta-9-tetrahydrocannabinol-9-Carboxylic acid

\*\*Benzoyllecgonine

+25ng/rn1 if immunoassay-specific for free morphine

Barbiturates 300

6. The initial and confirmatory test cutoff levels of this order are the same as that of MCOLES and the United States Government, which was published in the Federal Register, volume 54 number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The standards for both MCOLES and the United States Government will be reviewed annually. If these cutoff levels change, the matter will be discussed with the MAPE prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall MCOLES approved.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. CHAIN OF CUSTODY STORAGE

1. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.
3. All medical records, including positive drug test results, will be stored in a safe and confidential manner and will only be disclosed as prescribed by law needed for disciplinary action or as required by MCOLES.



## H. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

1. An employee whose drug test has been confirmed positive by the medical review officer during random testing shall (if found guilty during department disciplinary proceedings) be offered a Last Chance Agreement if the drug use in question is not in and of its self, a violation of law - i.e., use of illegal drugs or abuse of a legal but not prescribed drug.
2. At the discretion of the, Township Supervisor the last chance agreement may also be offered to any employee whose drug test has been confirmed positive by the medical review officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department, the officer and the union.
4. An employee must attend and successfully complete an authorized rehabilitation program.
5. An employee must pass a medical examination administered by a medical facility designated by the Township Supervisor prior to being allowed to return to work. The examination shall only screen for drug use and the physical impact of the prior drug usage.
6. The township will not pay the cost of rehabilitation programs beyond the limits of township paid medical insurance. Time off under a rehabilitation program will be charged to sick, vacation, or compensatory time.
7. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Township Supervisor. The employee shall be subject to the terms of last chance agreement for three years after their return to work.
8. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of the Last Chance Agreement occurs at any time during its enforcement term.
9. Employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

## I. DRUG TEST RESULTS

All medical records including positive drug results will be stored in a safe and confidential manner and will only be disclosed as prescribed by law needed for disciplinary action or as required by MCOLES.

## J. SUBSTANCE ABUSE REHABILITATION PROGRAM

Employees may participate in a substance abuse rehabilitation program however; participation shall not prohibit drug testing under this policy.

## **HARMLESS**

The Township agrees to defend and hold the Union harmless from any cost or expense by the Union in any litigation arising out of the Township's activities in carrying out this drug testing program.

Whereas, the above referenced individual was found guilty of violating the departmental drug order on \_\_\_\_\_ and;

Whereas, Chesterfield Township will conditionally reinstate \_\_\_\_\_ to the same position of \_\_\_\_\_, provided the employee is found by examination to be capable of performing all the duties of the classification as determined by the Chesterfield Township Supervisor's Office and subject to the following terms and conditions being met and maintained.

Now, therefore, it is agreed that:

1. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
2. Employee must pass a medical examination administered by a medical facility designated by the Supervisor prior to being allowed to return to work. The examination shall only screen for drug use and physical impact of the prior drug usage.
3. Employee may be allowed to use paid time off and may apply for a medical leave of absence if required while undergoing rehabilitation.
4. Upon clearance by the medical facility designated by the Township Supervisor, the employee shall be returned to work.
5. Once returned to work, the employee will present himself/herself to the department approved substance abuse rehabilitation center for evaluation and agree to as well as follow any and all directives given him by the rehabilitation center for a period of not more than three years. \_\_\_\_\_ agrees to sign appropriated forms releasing any and all information to the Township as may be requested. Failure to follow the program directives are grounds for discharge subject to review pursuant to the Collective Bargaining Agreement.
6. Once authorized to return to, work the employee shall submit to controlled substance testing at the discretion of the Township Supervisor. If any such test shows a positive result for the presence of a controlled substance, \_\_\_\_\_ will be discharged from employment with the Township of Chesterfield subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
7. Employee will be credited with seniority for purposes for time separated from the department between and date of return to duty. No other wage is due or owing and employee waives any claim thereto.

8. The Union shall withdraw with prejudice the Grievance # \_\_\_\_\_ and release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee \_\_\_\_\_ shall release the Union and the Employer from any and all claims relating to Grievance # \_\_\_\_\_ including, but not limited to, the processing of this grievance. Further, Employee releases the Employer and the Union from all liability and claims he may have had or not has with respect to his/her employment with the Township of Chesterfield, whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement between the Township of Chesterfield and MAPE.
9. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this Settlement Agreement. This Settlement Agreement is freely and voluntarily entered into by all parties without any duress or coercion.
10. The parties agree that this Agreement is entered into as a full and final settlement of the above referenced matter and is to have no precedent setting value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
11. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
DPW Superintendent

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Township Supervisor

#### ARTICLE 39

#### TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2019.
- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

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James Steffes, Labor Relations Specialist  
MI Association of Public Employees

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Daniel J. Acciavatti, Supervisor

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Kerry Beauvais, Bargaining Team Member  
MI Association of Public Employees - DPW

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Cindy Berry, Clerk

---

Dave Czuprenski, Bargaining Team Member  
MI Association of Public Employees - DPW

---

Paul Lafata, Treasurer

---

Mark Wroblewski, Bargaining Team Member  
MI Association of Public Employees - DPW

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Eric A Herppich, Director of Human Resources  
& Administrative Services

Dated: \_\_\_\_\_

**APPENDIX A**

		<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Appraiser I	2018	\$21.49	\$22.43	\$23.19	\$24.56
	2019	\$21.92	\$22.79	\$23.65	\$25.05
Appraiser II	2018	\$26.25	\$27.10	\$28.79	\$29.32
	2019	\$26.77	\$27.64	\$29.36	\$29.91
Building Inspector/ Appraiser III	2018	\$28.94	\$30.61	\$32.25	\$33.94
	2019	\$29.52	\$31.23	\$32.89	\$34.61
Code Enforcement Officer	2018	\$25.62	\$26.42	\$27.24	\$28.00
	2019	\$26.14	\$26.95	\$27.78	\$28.56
Crew Leader	2018	\$27.09	\$27.54	\$29.62	
	2019	\$27.63	\$28.09	\$30.22	
General Laborer	2018	\$17.46	\$18.23	\$19.01	
	2019	\$17.81	\$18.60	\$19.39	
Utility Worker	2018	\$23.93	\$24.54	\$25.58	
	2019	\$24.41	\$25.03	\$26.09	
Water and Sewage Inspector	2018	\$23.55	\$24.49	\$25.48	\$26.48
	2019	\$24.02	\$24.98	\$25.99	\$27.01

2018: 1.0% Increase  
 2019: 2.0% Increase

\*Fifty Cent (.50) increase for Utility Workers, Crew Leaders and Water and Sewage Inspectors who have and maintain an S-4 License will be added to their base rate

**APPENDIX B**

BARGAINING UNIT CLASSIFICATIONS

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Appraiser I

Appraiser II

Building Inspector/Appraiser III

Code Enforcement Officer

Crew Leader

General Laborer

Utility Worker

Water and Sewage Inspector