



AGREEMENT

CHARTER TOWNSHIP OF INDEPENDENCE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES (AFSCME)

CHAPTER 19 OF LOCAL 2720

AFFILIATED WITH COUNCIL 25

JANUARY 26, 2016 – DECEMBER 31, 2018

CHARTER TOWNSHIP OF INDEPENDENCE

Oakland County, Michigan

LABOR AGREEMENT

THIS AGREEMENT IS MADE THIS 26th day of January, 2016 between the Charter Township of Independence (hereinafter referred to as the Township) and the Charter Township of Independence employees, Chapter 19 of Local 2720 affiliated and chartered by Michigan Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union).

SUCCESSOR CLAUSE

In the event the operation of Independence Township, in whole or in part, is assumed by any other entity, the successor organization shall agree to all terms and conditions of this Agreement, unless that assumption, in whole or in part, would be in violation of legal rights and obligations of the affected employees of the successor organization.

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1. ARTICLE ONE: PURPOSE AND INTENT

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly relations for the mutual interest of the Township, employees, and the Union. The parties recognize that the interest of the community depends upon the Township and employees' success in establishing a proper service to the community. To these ends, the Township, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between representatives at all levels and among all employees.
2. The headings used in this Agreement and the exhibits neither add to, nor subtract from, the meaning, but are for reference only.

2. ARTICLE TWO: MANAGEMENT RIGHTS

1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Township Board, except those which are clearly and expressly relinquished herein by the Township Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration, not by way of limitation, the rights:
 - a. To the executive management and administrative control of the Township and its properties, facilities, equipment and the activities of its employees during employee working hours;
 - b. To hire all employees and to determine their qualifications;
 - c. To determine the services, supplies and equipment necessary to continue its operation, and to determine all methods and schedules and standards of operation; the means, methods and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein;

- d. To adopt reasonable rules and regulations; determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Township Board or any of its management shall not abridge any rights from employees as specifically provided for in this Agreement;
 - e. To determine the policy affecting the selection and training of employees providing that said selection shall be based upon lawful criteria.
- 2. The above are not to be interpreted as abridging nor conflicting with any specific provisions of this Agreement.
 - 3. The matters contained in this Agreement and/or the exercise of any such rights of the Township Board are not subject to further negotiations between the parties during the term of this Agreement.
 - 4. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Township Board or its members thereof under the laws or Constitution of the State of Michigan.
 - 5. The listing of specific management rights in this Agreement is not intended to be, or shall it be restrictive of, or waiver of, any rights of management not listed and specifically surrendered herein.

3. ARTICLE THREE: RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Township hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all full-time employees of the Township in classifications included in the bargaining unit in Schedule A, which is attached hereto and made a part hereof.

4. ARTICLE FOUR: UNION SECURITY

- A. The Employer agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues and initiation fees required by

the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form, and the Employer agrees to deduct that amount in accordance with said form. The Treasurer of Michigan AFSCME Council 25 shall certify to the Employer, in writing, the amount of initiation fees and / or dues to be deducted from each employee.

- B. Employees shall be deemed to be a member in good standing within the meaning of this section, provided that they are not more than sixty (60) days in arrears in payment of Union dues.
- C. The Township of Independence shall not be liable to the Union for any employee for the remittance or payment of any sum other than the amount constituting the actual deduction made from wages earned by employees in accordance with the authorization on file with the Township.
- D. The Township of Independence and the AFSCME Union agree to comply with all provisions of Public Act 349 of 2012.

5. ARTICLE FIVE: AID TO OTHER UNIONS

The Township and its administrative staff will not aid or promote any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

6. ARTICLE SIX: DUES DEDUCTION AND AGENCY CLAUSE

- 1. The Township shall deduct the required Union dues from the pay of each employee from whom it receives a signed authorization to do so from the first two paychecks of the month or in 26 equal payments based on direction from Payroll and Finance and remit them to the Financial Officer of the Local Union no later than the tenth day of the following month. The Township shall furnish to the Union Financial Officer a list of employees for whom the

Union has submitted signed authorizations for deductions of dues and shall notify the Union Financial Officer of any additions or deletions.

2. Deductions shall be made only in accordance with the provisions of said authorization for check-off dues, together with the provisions of this Agreement. The Township shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
3. Limit of Township's Liability: The Township shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
4. The Union will protect and save harmless the Township from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Township for the purpose of complying with Article Five and Six of this Agreement.

7. ARTICLE SEVEN: TERMINATION OF CHECK-OFF

1. An employee shall cease to be subject to check-off dues beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit, or has been laid-off. The Union will be notified by the Township of the names of such employees following the end of the month in which the termination or layoff took place.
2. Any employee may voluntarily cancel or revoke the authorization for check-off deduction upon thirty (30) days' written notice to the Township and the Union. In the event any employee voluntarily cancels authorization for check-off deduction pursuant to this paragraph during the life of this Agreement, the Township shall not be thereafter required to reinstate such check-off during the term of this Agreement.

8. ARTICLE EIGHT: REPRESENTATION

1. Employees shall be represented by a Chapter Chairperson, Chief Steward and an Assistant Steward. The Chapter Chairperson, Chief Steward or Assistant Steward, during

their working hours, may investigate and present grievances to the Township Supervisor upon having advised the immediate supervisor or his designee of same. The immediate supervisor or his designee shall grant permission and provide sufficient time as soon as possible to the Stewards to leave their work for these purposes.

2. The privilege of a Steward to leave his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a special conference.
3. The Union will keep the Township advised as to the identity of the Chief Steward and Assistant Steward.

9. ARTICLE NINE: NO STRIKE PROVISION

1. During the term of this Agreement, the Union shall not authorize, cause, or engage in, or sanction any strike, or picketing of the Township or refusal to perform the duties of employment by any employee. No employee shall cause or participate in any strike, picketing of the Township, or refusal to perform the duties of his or her employment.
2. In the event of any violation of this Article, the Union shall forthwith declare, in writing, delivered to the Township within forty-eight (48) hours, that such action is not authorized by the Union and the Union will demand that the employees cease such action.
3. Any employee participating in a strike or work stoppage will be subject to disciplinary action up through and including discharge. Such discipline may be grieved either under provisions of the Public Employees Relations Act (PERA) or the grievance procedure of this Agreement, but not both.

10. ARTICLE TEN: SENIORITY - LOSS OF SENIORITY

1. Seniority shall not be affected by religion, race, sex, age, disability, marital status, or dependents of the employee. Seniority shall be defined for purposes of this Agreement to mean length of an employee's full-time service with the Township. Seniority shall be

computed from the date of hire, and shall be reduced by any time off, except that seniority shall not be reduced for an employee's use of vacation, personal days, PTO days, leaves taken under workers compensation or FMLA, or as otherwise provided by law. The provisions of Article Sixteen: SEASONAL/PART-TIME/PROBATIONARY EMPLOYEES also apply with respect to Seniority.

2. The Township shall maintain an up-to-date seniority list at all times showing names, classifications, and dates of hire which shall, upon request, be made available to the Union Chapter Chairperson.
3. An employee shall lose his/her seniority for the following reasons only:
 - a. He/she quits or retires;
 - b. He/she is discharged and the discharge is not reversed through the grievance procedure;
 - c. He/she is absent for three (3) consecutive working days without notifying his/her immediate supervisor. In cases where notification is reasonably impossible, exceptions shall be made by the Township Supervisor where the employee demonstrates the impossibility. After such absence the Township Supervisor will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure at Step 2.
 - d. If he/she does not return to work when recalled from layoff within seven (7) calendar days of the date designated to return to work;
 - e. If he/she is laid off for a period of time equal to the employee's length of service or twenty-four (24) months, whichever occurs first;
 - f. If he/she engages in full-time employment while on an approved leave of absence.

4. For purposes of calculation of benefits, seniority shall not accumulate during periods of layoff.

11. ARTICLE ELEVEN: UNION BULLETIN BOARDS

Bulletin boards and other established written media of the Union shall be confined to designated places in the respective buildings not to exceed two (2) throughout the Township. The Township shall provide bulletin boards. The Union shall maintain said bulletin boards in an orderly fashion. No obnoxious nor inflammatory material shall be displayed on these bulletin boards. Use of bulletin boards by the Union shall be limited to notice of Union activities or business.

12. ARTICLE TWELVE: SAFETY COMMITTEE

A safety committee of employees and the Township's representatives is hereby established. This committee will include the Chapter Chairperson and an additional designated representative of the Union, and shall meet quarterly with a written summary / report submitted to the Township Board of Trustees within two weeks after each meeting.

13. ARTICLE THIRTEEN: HEALTH EXAMINATIONS

The Township may require an employee to submit to a physical examination by a licensed physician at the Township's expense to determine the employee's qualifications to continue employment in his/her job assignment. An employee, so notified, shall be required to submit to an examination with a licensed physician selected by the Township.

If there is disagreement between a Township physician and an employee's physician concerning an employee's qualifications to continue employment in his/her job assignment, the employee will be referred to Oxford POH Clinic or McLaren Health Village for evaluation by a physician who specializes in the employee's particular condition. This specialist shall then determine the employee's qualifications to continue employment in his/her job assignment.

14. ARTICLE FOURTEEN: SUPERVISORY DUTIES

1. Supervisory employees may do work normally performed by members of the bargaining unit in the following situations:
 - a. Instruction and training of employees; or
 - b. When difficulties are encountered in a job assignment and a bargaining unit employee is present; or
 - c. When employees are absent because of illness, vacation, or leaves of absence, leaving unmanned job assignments that must be completed and where no other bargaining unit employee is available and the expected length of such absence does not justify the Township to recall an employee from layoff or to hire a new employee; or
 - d. In emergency situations.
2. With the exception of the situations noted above, it is understood that the supervisory employees will not do full-time work normally performed by the bargaining unit if employees who are qualified to do the work are on layoff.

15. ARTICLE FIFTEEN: VETERANS

1. The reinstatement of seniority employees: Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay unless the circumstances have so changed as to make it impossible to or totally unreasonable to do so. In this event, he/she shall be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of such discharge. The employee shall accrue seniority credit only for time served in the Armed Forces for his/her first tour of duty or for the period of time he/she is drafted and remains involuntarily.

2. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it will have seniority equal to the time he/she spent in the Armed Forces (as noted in Section 1 above) plus ninety (90) days. Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.
3. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township for a maximum of two (2) weeks per year when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. In case of an emergency that requires an employee's services beyond two (2) weeks, the employee shall be granted a leave of absence without loss of seniority, but without compensating pay.

16. ARTICLE SIXTEEN: SEASONAL/PART-TIME/PROBATIONARY/SENIORITY EMPLOYEES

1. General Definitions:
 - a. Seasonal employees are defined as employees hired for specific seasonal types of work as determined by the Township.
 - b. Part-time employees are defined as employees regularly working less than full-time, nor more than 110 hours per calendar month Township-wide. A part-time employee subsequently hired as a regular employee may have the probationary period waived.
 - c. Probationary employees are new employees hired in the unit for full-time positions.
 - d. Seniority employees are full-time employees of the Township who are hired to fill regularly established positions and have completed their probationary period.

2. **Probationary Employees**

- a. New full-time employees hired in the unit for regular positions shall be considered probationary employees for the first ninety (90) working days of their employment. The probationary period shall be extended one (1) day for each scheduled working day the employee is absent during the probationary period. The ninety (90) working days' probationary period shall be accumulated within not more than twelve (12) consecutive months. When an employee completes the probationary period by accumulating ninety (90) working days within not more than twelve (12) consecutive months, he/she shall be entered on the seniority list of the unit and shall rank for seniority ninety (90) working days, and, if any extension is given, the number of working days of the extension, back from the date said employee completed the probationary period hereunder, except as provided in paragraph 3(c).
- b. If at the end of the probationary period the Township determines, in its sole discretion, that further evaluation time would help determine the employee's ability to perform the job, the Township may extend the probationary period for another ninety (90) working days, in increments of thirty (30) working days, subject to the same counting process as described in Section 2.a., above. The Union will be given notice of any extensions.
- c. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article One (Purpose and Intent) of this Agreement, except discharge and discipline of said employees, except where such discharge or discipline is for Union activities.
- d. At any time prior to the completion of the probationary period, the employee may be discharged without cause.

- e. Probationary employees shall receive holiday pay during their probationary period, and shall accumulate, but not be entitled to, other benefits until completion of the probationary period. Notwithstanding the above, there shall be no entitlement to life or disability insurance until the end of the probationary period, and no entitlement to health insurance coverage until the first of the month following thirty (30) days of employment with the Township.

3. **Part-time and Seasonal Employees**

- a. Employees under part-time or seasonal status shall not be eligible for Union membership.
- b. Part-time employees may be used to perform any job function within the Township provided such person does not work more than 110 hours Township-wide in any given month. The Township will not use two or more part-time employees to perform the same work at the same location consecutively in any Department so as to avoid hiring a full-time person.
- c. Seasonal employees hired by the Township may remain under seasonal status for up to eight (8) months; provided the Township may not utilize employees between two different seasonal positions or between a seasonal and part-time position to circumvent the eight (8) month limitation and further provided that layoff procedures will not be used to maintain an employee on seasonal status. Seasonal employees becoming seniority employees with no interruptions of service will receive seniority credit for all time worked under seasonal status, except that no retroactive benefits will be paid. A seasonal employee becoming a seniority employee will be required to complete the probationary period unless waived by the Township Supervisor with notice given to the Union.
- d. Seasonal and part-time employees shall receive no fringe benefits.

- e. Seasonal and part-time employees will not be used to perform overtime work in any department which falls within a classification currently recognized within this contract for which overtime would otherwise be paid to any full-time employee unless all eligible employees have first been offered such overtime, provided they are qualified for the job. The Township retains the right to utilize seasonal and part-time employees to perform the duties they were specifically hired to perform, outside of the Township's regular hours of operation. This section of utilizing part-time or seasonal help is subject to change during peak periods whereby the Department Director will notify the Union Chapter Chairperson of temporary personnel requirements.
- f. Human Resources shall forward a report to the Chapter Chair by the 15th of each month which lists each full-time, part-time and seasonal employee by name, date, first employed, department and total hours worked for the pay periods that ended in the previous calendar month.
- g. Should the Township desire to extend the time in which a seasonal employee works beyond what is provided for in this Agreement, it shall be required to make a written request to the Union at least 14 days prior to the time at which the seasonal period expires. The parties shall meet within seven (7) days of the request to allow the Township an opportunity to present its case as to why extenuating circumstances support the extension. The Union shall within 3 days of such request provide the Township with a response as to whether the extension is acceptable to the Union.

17. ARTICLE SEVENTEEN: PROMOTIONS, VACANCIES AND NEW POSITIONS

Overview:

Providing quality services to the Independence residents is the number one priority for the Township. Having the best available workforce is mission critical to make this priority a reality.

1. Promotions are defined as an improvement of an employee's job classification to an existing higher paying classification.
2. The Union will be informed of all new jobs at least three (3) days prior to placing job postings internally or externally.
3. Postings, including the qualifications, eligibility and selection process shall be within the Township's sole discretion.
4. Job Descriptions for each open or new position will be created with specific skill requirements and job criteria.
5. Jobs will be posted internally and externally for a minimum of 10 days. The Union will be notified of any variation of this standard.
6. Qualified candidates being considered for the open or new position will be interviewed by the Department Head, Human Resources or a selection committee.
7. Candidates who pass the interview process will then go through a proficiency testing process to ensure job competencies and specific skill sets are met.
8. Candidates who do not meet the minimum job qualifications or who do not possess the necessary skill sets based on this proficiency testing will be excluded from this specific job selection process.
9. When minimum qualifications among multiple candidates are relatively equal, the Township will give preference to the Union candidate.
10. When the selection is between two Union candidates whose qualifications are relatively equal, length of continuous service shall govern the selection process.
11. Upon request, Union applicants who are denied the position will be provided reasons for the Township's selection in writing by Human Resources.

12. If a Union employee is ultimately selected for the position, that employee shall be granted a four (4) week trial period with an additional four (4) weeks' trial period at the option of the Department Director to determine the employee's ability to perform the job and the employee's desire to remain on the job.
13. During the trial period, the employee selected shall have the opportunity to revert back to his/her former classification upon forty-eight (48) hours' written notice. If the employee is determined to be unsatisfactory in the new position, the employee will be transferred back to his/her prior position and notice and reasons shall be submitted in writing to the employee. During such trial period the employee shall be paid the rate of pay for the classifications they are performing.
14. Notwithstanding anything in this Article Seventeen to the contrary, reclassification which may be a promotion can be made within a department without posting or following the provisions set forth in this Article Seventeen.

18. ARTICLE EIGHTEEN: WORKING HOURS

1. The regular full day for all employees shall consist of eight (8) hours per day excluding lunch period. However, the Township shall not reduce the number of hours worked by more than one hour per day without agreement with the Union.
2. The regular work week for all full-time employees will consist of five (5) consecutive days. The specific days shall be determined by the Department Director for each employee. Any change in the regular work week for an employee shall be preceded by two (2) weeks' written advance notice.
3. **Break**
Employees may take a break not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon or on the first half and second half of the shift, whichever may apply.

4. **Call-in Pay**

Employees called back to work, to work after normal working hours for overtime duty shall be paid at least three (3) hours straight time pay if they work two (2) hours or less. If said employee called in pursuant to this paragraph works more than two (2) hours, he shall be paid pursuant to the overtime provisions of this Agreement.

5. **Starting Times**

The starting time for the first shift for any given employee shall be at the discretion of the Township Supervisor and may vary from 6:00 a.m. to 10:00 a.m.

6. **Shift Premium**

Second shift employees, employees whose shift begins at 4:00 p.m. or after, or a majority of hours occur after 4:00 p.m. shall receive a premium of ten (10) cents per hour; and third shift employees, employees whose shift begins at 11:00 p.m. or a majority of hours occur after 11:00 p.m. shall receive fifteen (15) cents per hour as shift premium pay.

7. **Lunch Period**

A one (1) hour lunch period shall be taken by the employee between the third and fifth hours of work. Exceptions may be made by agreement between the employee's immediate supervisor and the employee. For example, if an employee's supervisor asks the employee to work through his/her lunch period, the employee's shift can end early.

19. ARTICLE NINETEEN: OVERTIME PREMIUM

1. Employees will be paid time and one-half for all hours worked in excess of eight (8) hours per day, and all time worked on Saturdays, except for those employees whose regularly scheduled work week includes Saturdays.
2. Double time will be paid for work on all designated holidays (in addition to holiday pay) and for all hours worked on Sundays, except for those employees whose regularly scheduled work week includes Sundays.

3. Employees whose regularly scheduled work week includes Saturday or Sunday shall be paid time and one-half for all hours worked on their first scheduled day off and double time for all hours worked on their second scheduled day off.
4. After working a regular eight (8) hour shift, if an employee works at least eight (8) hours immediately preceding his/her next regular shift before being sent home, he/she shall be paid at the overtime rate for such eight (8) hours regardless of whether he/she works his/her regular shift that day or not. However, an employee who works his/her regular shift that day shall be paid at his/her regular straight time rate.

20. ARTICLE TWENTY: EQUALIZATION OF OVERTIME

Overtime hours shall be divided as equally as possible among the qualified bargaining unit employees in the same department. All overtime properly assigned and refused shall be charged for overtime distribution purposes the same as if worked.

21. ARTICLE TWENTY-ONE: STANDBY

1. All qualified employees of the Water and Sewer Department shall be eligible to participate in the standby provisions of this Section. Scheduling of standby will be done in advance, for twelve (12) month periods, throughout the term of this Agreement. There shall be at least four (4) employees participating during each twelve (12) month period.
2. In the event that less than four (4) employees volunteer to participate during any twelve (12) month period, qualified employees will be assigned in reverse order of seniority until there are four (4) qualified employees assigned for that twelve (12) month period.
3. All employees selected pursuant to Paragraphs 1 and 2 above, will be scheduled for seven (7) day continuous periods where they will be on standby, pursuant to the terms of this provision, on a rotating basis with all other selected employees of the Water and Sewer Department. The schedule shall be determined solely at the discretion of the Department Director, but will be divided equally among all participating employees.

4. Standby periods will be seven (7) full days, beginning 5:00 p.m. Monday afternoon and ending the following Monday at 8:00 a.m.
5. All employees participating in the standby rotation will be paid a sum of two hundred forty-five dollars (\$245.00) per week of standby pay in addition to the call-in pay provided, pursuant to Article Eighteen (Working Hours), Paragraph 4, of this Agreement.
6. All employees participating in the standby rotation shall carry a Township-issued emergency cell phone and shall be provided use of the Township truck during their period of standby. These items shall be used for conducting Township business only.
7. If an employee, who is scheduled to work standby, is unable to perform those duties for reasons beyond his/her control, the employee shall notify the Department Director or the Assistant Department Director immediately. In such event, a replacement employee will be assigned standby. Such replacement employee shall receive thirty-five dollars (\$35.00) for any day in which he/she is on standby. If the scheduled employee is unable to find a replacement, the least senior qualified employee will serve as the replacement. Any amounts paid to the replacement employee will be deducted from the scheduled employee's standby pay.
8. The Township shall have the right, at its sole discretion, to eliminate these standby provisions by giving thirty (30) days' written notice to the Union of its intention to do so. The Township's decision to eliminate the standby program will result in the elimination of this provision, will not be subject to further discussion during the term of this agreement, and will not be a subject of the parties' grievance procedure.

22. ARTICLE TWENTY-TWO: SUBCONTRACTING

1. It is understood and agreed that the Township has the right to subcontract work presently being done by the bargaining unit, with the further understanding that active bargaining unit employees will not be laid off in a reduction in force or have hours reduced as a result of subcontracting.

2. This Article will not be used to replace bargaining unit employees that terminate for any reason.
3. The Union will be given notice, only, of subcontracting to be done by the Township.

23. ARTICLE TWENTY-THREE: GRIEVANCE PROCEDURE

1. Definition

- a. A "grievance" is a written (except for Step 1) claim stated in clear and concise language that there has been a violation, misinterpretation, or misapplication of a provision of this contract. Any grievance submitted to the Township shall be numbered by year and grievance number, e.g., 2016-001, and state;
 1. Who is affected;
 2. What happened;
 3. When it happened;
 4. Where it happened;
 5. What specific section(s) and article(s) of the agreement have been violated;
 6. What remedy is sought.
- b. It is the intent of the parties to this Agreement that the grievance procedures set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within five (5) working days of the employee's or Union's knowledge of its occurrence. The Township will answer, in writing, any grievance presented to it, in writing, by the Union.
- c. The "grievance procedure" shall not apply to any matter which is prescribed by law, or State regulation, or over which the Township is without power to act. No Township Board prerogative shall be made the subject of a grievance. An "aggrieved employee" is the person or persons making claim. A grievance may be

filed by an aggrieved employee or by the Union whenever the grievance applies to more than one employee with a common complaint.

2. **Procedure**

- a. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement.
- b. Failure to file a grievance in writing as specified in Step 2 below, or to forward it pursuant to the steps of the procedure, shall mean the grievance is waived.
- c. Failure by the Township at any level of the procedure to communicate the decision on a grievance within the specified time limit shall be deemed a denial and permit the Union to proceed to the next step of the procedure.
- d. Any grievance not appealed by the Union within the time limit shall be deemed settled on the basis of the Township's last answer.
- e. **Step 1:**
An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) days from the time of the incident over which the employee is aggrieved or he/she has reasonable ability to have knowledge of the incident. A Union representative shall be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally; however, the employee will assure that the immediate supervisor has knowledge that the topic under discussion is, in fact, a grievance.
- f. **Step 2:**
In the event a grievance is not resolved by Step 1, informal conference, the grievant shall reduce the grievance to writing on forms provided by the Union specifying the information contained in Section 1(a) of this Article. The written

grievance shall be presented to the immediate supervisor within five (5) working days from Step 1, informal conference. The immediate supervisor shall give a written answer to the employee within five (5) working days thereafter.

g. **Step 3:**

In the event that the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance in Step 2, the employee shall refer such grievance in writing to the Township Supervisor within ten (10) days of the answer or the date the answer was due pursuant to Step 2, or such other person as the Township Supervisor may designate. Within five (5) working days after the Township Supervisor receives the grievance, he and/or his designee shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to resolve the grievance. The response shall be in written form submitted on or before ten (10) working days from the meeting.

h. **Step 4: Arbitration**

1. If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for binding arbitration at the request of the Union provided written notice of the intent for submission to arbitration is delivered to the Township Supervisor within twenty (20) working days of the date of the 3rd Step answer. The parties agree that the following arbitrators shall serve on the panel of grievance arbitrators and be picked on a rotating basis:

Mark Glazer, Elliot Beitner, Mario Chiesa.

2. The case will then be heard according to the rules of the American Arbitration Association.

3. The arbitrator shall hear the grievance, if within his/her power, and shall render his/her decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall

set forth his/her findings and conclusions with respect to the issue submitted to arbitration.

4. **Powers of the Arbitrator:**

a. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. He/she shall have no power to:

1. Add to, subtract from, disregard, alter or modify any of the terms of the Agreement;
2. Establish salary scales or change any salary;
3. Rule on the termination of the services of or failure to re-employ any probationary employee;
4. To change any practice, policy, or rule of the Township Board or to substitute his/her judgment for that of the Township Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Township has violated the express Articles or Sections of this Agreement by such action.

b. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitral. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

c. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding upon

the Union, its members, the employee or the employees involved and the Township.

d. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

5. **Claims for Back Pay:** The Township shall not be required to pay back wages for more than five (5) days prior to the date the written grievance is filed except in the case of a pay shortage of which the employee could not have been aware of before receiving his/her pay. Any adjustments shall be retroactive to the beginning of the pay period covered by such pay if the employee files a grievance within five (5) days after receipt of pay.

a. All claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned.

b. No decision in any one case shall require a retroactive wage adjustment in any other case unless such other case was mutually agreed to be a representative case.

6. The arbitrator cannot grant relief extending beyond the termination date of the contract alleged to have been violated.

7. The arbitrator may not make an award which in effect grants the Union that which it was unable to secure during collective bargaining negotiations.

24. ARTICLE TWENTY-FOUR: SPECIAL CONFERENCE

1. Special conference for important matters pertaining to the interpretation or application of the current contract provisions will be arranged at a mutually agreed time within fifteen (15) working days of request between the Chapter Chairperson and an additional Executive Board Official and the Township Supervisor or either one's designees upon the request of

either party. Such meetings shall be between two (2) representatives of the Township and two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or a representative of the International Union and by a consultant or attorney representing the Township. A summary of the Special Conference, as well as any decisions, shall be reduced to writing by the Township within fifteen (15) working days after the conference. If the Union agrees or disagrees, it shall respond within fifteen (15) working days from the date of receipt of the summary. In the event no agreement is reached, either party may, within ten (10) working days from the date of the Union's response or the date the Union's response was due hereunder, institute proceedings at the second (2nd) level of the Grievance procedure, only if, however, the subject matter of the special conference is a grievance as defined in the Grievance Procedure.

2. Informal discussions of any matter at the request of the Chapter Chairperson or the Township Supervisor or either one's designees will be arranged at a mutually agreeable time within fifteen (15) working days of the request based upon the understanding that the other provisions of this article shall not apply.

25. ARTICLE TWENTY-FIVE: DISCHARGE AND DISCIPLINE

1. No employees, except probationary employees, shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible. Nothing in the Section, however, shall prevent the Township from appropriately disciplining an employee should circumstances warrant.

2. **Notice of Discharge or Discipline**

The Township agrees promptly upon the discharge or discipline of a seniority employee to notify in writing the Steward who represents the employee discharged or disciplined.

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his/her employment behavior short of discharge.

3. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward, and the Township Supervisor will make available an area where he/she may do so before he/she is required to leave the property of the Township. Upon request, the Township Supervisor or their designated representative will discuss the discharge or discipline with the employee and the Steward.

4. **Appeal of Discharge or Discipline**

Should the discharged or disciplined employee consider the action to be improper, a complaint shall be presented in writing, within five (5) working days, through the Steward to the Township Supervisor who shall issue a decision regarding the discipline or discharge within ten (10) working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Step

3. Failure to present the complaint in writing, within five (5) working days, shall be construed as acceptance by the employee of the Township's action.

5. **Use of Past Record**

In imposing any discipline on an employee, the employer will not take into account any prior discipline that occurred more than two (2) years previous except for final warnings and falsification on an employment application. Falsification on an employment application, if proved true, will result in the employee's immediate dismissal.

26. ARTICLE TWENTY-SIX: SUPER-SENIORITY/STEWARDS AND OFFICERS

1. Stewards

Notwithstanding their position on the seniority list, the Chief Steward and Assistant Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in the Township which they can perform and shall be recalled to work in the event of layoff on the first open job in the Township which they can perform.

2. Chapter Chairperson

Notwithstanding his/her position on the seniority list, the Chapter Chairperson of the Local Union shall, in the event of a layoff, continue to work provided he/she can perform any of the work available.

27. ARTICLE TWENTY-SEVEN: LAYOFF AND RECALL

1. The word "layoff" means a reduction in the working force. Consistent with its obligation to provide essential services to its residents, in the event that the Township determines to lay off employees, such layoff will be from classifications and departments selected by the Township and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.
2. In the event a decision to layoff is made, the Township Supervisor shall notify the Union President and any employee(s) to be laid off at least seven (7) calendar days before the layoff. The Township has the right to pay employees for work the employee was scheduled to perform during the seven (7) calendar days in lieu of actual notice. Notice will be given to the employee in writing, or sent certified mail to the employee's last known address in the personnel file. Upon notice of layoff the Union and Township shall meet, upon request of the Union, to discuss alternatives to layoff.
3. Layoffs of employee within a selected job classification in a department shall occur in the following order:

- A. Part-time and seasonal employees, to the extent such employees are not essential to the Township's ability to provide basic services to its residents;
- B. Probationary employees, in reverse order of hire date;
- C. Full Time/AFSCME employees, in reverse order of seniority.

Employees who remain following the layoff must have the experience, certifications, then present ability and training to perform the required work.

- 4. a. As stated below, a regular employee who is laid off ("the laid off employee") may choose to bump into certain positions within the bargaining unit of equal or lower classification which is held by an employee with less seniority, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work.
- b. A laid off employee choosing to bump, must bump the least senior employee in the laid off employee's present classification. "Present classification" shall mean the employee's current job title.
- c. If there are no lesser seniority employees in the laid off employee's present classification, the laid off employee may choose to bump a less senior employee in the bargaining unit who occupies a lower classification within the employee's department, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work. For purposes of this provision, a lower classification is a classification under the laid off employee's classification in the list contained in Section 5, below.
- d. The laid off full-time employee may also bump from a position in the Administrative Department into another equal or lower paying position held by a less senior employee in another Department or from another Department into an equal or lower paying position held by a less senior employee in the Administrative Department, provided the employee

has the experience, certifications, then-present ability and training to perform the required work.

5. The following chart shall be used to determine bumping rights as detailed in paragraph 4 above:

AFSCME POSITION (CLASSIFICATIONS)

ADMINISTRATIVE - ALL DEPARTMENTS

Clerk Accounting
Office Specialist
Office Assistant
Clerk Technical
Clerk Administrative

ASSESSING

Appraiser III
Appraiser II
Appraiser I
Appraiser Aide

BUILDING

Building Inspector II
Building Inspector
Wetland/Zoning Inspector
Senior Zoning Officer
Zoning Ordinance Officer

DPW

Control Specialist
Facilities Maintenance Leader
Facilities Maintenance Technician
Water/Sewer Superintendent
Water Superintendent
Sewer Superintendent
Superintendent
Operational Specialist II
Operational Specialist
GIS Specialist
Crew Foreman
Senior Maintenance Technician
Maintenance Technician
Laborer
Custodian

PARKS & REC

Park Superintendent
Superintendent
Recreation Specialist
Recreation Coordinator
Aquatics Specialist
Laborer
Van Driver

6. If the provisions in section 4.c have been exhausted and the employee to be laid off has the required certifications, skill sets and job experience for a position in another department, that employee may be eligible to bump another lesser seniority employee in that respective department. The Township Supervisor and the respective Department Director will determine who is qualified and eligible to bump in this instance.
7. A laid off employee must notify the Township in writing of his/her intention to exercise bumping rights within seven (7) calendar days of the date of his/her layoff notice or he/she shall forfeit all rights to bump.
8. A laid off employee who bumps into another full time position shall be paid at the pay rate of the new position/classification.
9. In the event the laid off employee who has bumped does not perform satisfactorily in the new position after a ninety (90) day probationary period, such employee shall be removed and placed on layoff status from his/her old position.
10. During layoff no fringe benefits shall accrue.
11. Recall of laid off employees within a selected job classification in a department shall be in reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail at least ten (10) calendar days before the date designated to return to work. If an employee fails to report for work within seven (7)

calendar days after the date designated to return to work, he/she shall be considered a voluntary quit. Extensions may be granted by the Township Supervisor in proper cases. Employees shall be subject to recall for a period of two (2) years. The Union Chapter Chairperson shall be notified, in writing, of all employees being recalled at the same time the Township issues the recall notice.

12. Employees who exercise their seniority in a reduction in force shall be transferred back to the classification from which they were laid off when their seniority in that classification permits.

28. ARTICLE TWENTY-EIGHT: TRANSFERS

If an employee is transferred to a non-bargaining unit position and is thereafter returned for any reason back to a position within the bargaining unit, he/she shall not have accumulated seniority while working in the non-bargaining unit position for purposes of layoff and recall only.

29. ARTICLE TWENTY-NINE: TEMPORARY TRANSFERS

1. When an employee is assigned work in a higher paying classification covered by this Agreement for more than one and one-half (1½) but less than six (6) hours, he/she shall receive the rate of the higher paying classification for the hours worked; and if the employee works at such higher paying classification for six (6) hours or more in any work day, he/she shall receive the higher rate of pay for all hours worked that day.
2. Any employee working in a lower paying classification as a result of a temporary transfer shall receive the rate of pay for his/her regular classification. Such temporary transfer shall not be considered a reduction in force. Temporary transfers shall be made first in the department and then Township-wide.
3. No temporary transfer position shall exceed a continuous period of six (6) calendar months unless the Township Supervisor and Union agree in writing to extend the period beyond six (6) months.

30. ARTICLE THIRTY: PAID TIME OFF (PTO) AND LEAVES

1. Paid Time Off (PTO)

- a. Employees covered by this Agreement shall accrue one (1) PTO day for each month of service. A month of service shall constitute fifteen (15) days actually worked in any calendar month. Vacation days, paid holidays and up to seven (7) paid PTO days shall be considered days actually worked. Worker's Disability Compensation Leave and Disability Leave are not considered days actually worked. The PTO day earned shall be added to the employee's PTO bank on the last pay day of the month.
- b. Unused PTO days over thirty (30) days accumulation, determined as of December 31st of each year, shall be forfeited.
- c. Unused PTO days will be paid upon termination according to the following schedule:
 1. One hundred percent (100%) of base hourly rate to those employees who terminate with at least ten (10) years' seniority with the Township.
 2. Fifty percent (50%) of base hourly rate to those employees who terminate with less than ten (10) years' seniority with the Township.
 3. No payoff of unused PTO days will be made to those employees who are discharged by the Township for cause.
- d. The Department Director may request reasonable verification of illness when an employee is off work for three (3) or more consecutive days or has a pattern of excessive PTO usage.
- e. An employee who becomes ill or is injured and whose illness or injury is supported by a doctor's certificate shall be granted a leave of absence for the specific period of time recommended by the employee's doctor, once all PTO time has been exhausted. Total leaves granted an employee for any injury or illness or complications related thereto shall not exceed two (2) years, or the length of time

equal to the employee's seniority, whichever is less. An extension beyond the leave time permitted above may be granted by the Township when extenuating circumstances support such an extension. If the employee is unable to return by the expiration of the leave, the employee will be separated from employment with the Township. The Township may elect to send an employee utilizing leave under this provision to the Township's physician to confirm the need for the leave of absence. Should a medical dispute arise between the employee's physician and the Township's physician, a third physician will be mutually selected by the two physicians and the third physician's opinion shall be binding on all parties.

- f. It is agreed that in extenuating circumstances the time for which an employee will maintain health insurance may be extended beyond one year, at the discretion of the Township Supervisor in accordance with the health insurance policy.

2. **Leaves of Absence**

- a. Employees will be granted FMLA leaves for family and medical reasons pursuant to the Family and Medical Leave Act and in accordance with the Township's Personnel Policy and Procedure Manual.
- b. Unpaid leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority, but without benefits, or any accumulation of seniority, for good cause to those employed by the Township for three (3) years or more. The Township Supervisor may grant one (1) additional year upon written request by the employee.
- c. An employee desiring any leave shall apply for same in writing to the Township Supervisor. Such application will be submitted at least sixty (60) calendar days prior to the requested starting date of the leave of absence.
- d. The Township Supervisor shall notify the employee, in writing, within thirty (30) days after receiving the request of its acceptance or rejection.

- e. During the period of leave of absence, the employee shall not accumulate seniority for any purpose.
- f. No leave will be granted for purposes of an employee taking employment with another employer, whether such other employer is in the public or the private sector.
- g. The employee shall notify the Township Supervisor in writing at least thirty (30) days prior to the expiration of the leave of intent to return and the failure to provide such notice or return to work as scheduled shall result in loss of seniority.

3. **Jury Duty**

The Township shall grant an employee leave of absence for service on jury duty and shall pay to the employee his regular amount of net pay, provided that the employee shall be required to endorse and pay over to the Township any funds received from the court for serving on jury duty.

4. **Union Business**

- a. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Township shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever is shorter, and upon their return shall be re-employed at work with accumulated seniority.
- b. The employee shall notify the Township Supervisor in writing at least thirty (30) days prior to the expiration of leave of intent to return and the failure to provide such notice or return to work as scheduled shall result in loss of seniority.

5. **Union Conference**

Members of the Union elected to attend a function of the International Union such as conferences shall be allowed time off without loss of pay, not to exceed one-half day per month and not to exceed twelve (12) days in three (3) years and not more than one employee at a given time.

6. **Bereavement Leave**

An employee shall be allowed up to three (3) working days as bereavement leave days, not to be deducted from other PTO leave days, for a death in the immediate family, for attending to funeral arrangements and attending the funeral. Immediate family is defined as follows: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchildren, step-parents-in-law, step-grandparents, step-grandparents-in-law, grandparents, grandparents-in-law and grandchildren. Employees will also be allowed to take time off work to attend the funeral of a friend or non-immediate family member, with such time to be deducted from either available PTO or vacation time as designated by the employee.

7. **Return from Leave**

Upon return from leave, the employee will be reinstated to his assigned classification subject to seniority.

31. ARTICLE THIRTY-ONE: HEALTH AND LIFE INSURANCE

1. Subject to the provisions of this Article, the Township will offer health insurance for regular full-time employees and their families. Effective January 1, 2016 the insurance coverage provided by the Township under this Article shall be the Community Blue 1000 PPO, the Simply Blue HSA 3500, and the Blue Care Network HMO Plan 2, as such coverage exists at the time of the signing of the contract or as such coverage may be changed by the insurance carrier without recourse by the employer. A summary document will be provided at the Open Enrollment. Employees must decide and select the coverage during open enrollment. In order for a plan to be eligible for the group, terms and conditions of the specific carrier must be met.
2. The Township has the right to change health insurance plans and/or carriers and/or to self-insure so long as coverage is equal to or better than the coverage provided by this

Article. The Township will give Union representatives thirty (30) days' notice prior to change for review of the new plan or carrier.

3. Sponsored dependents, family continuation, or any similar extra premium charges incurred by the Township shall be borne by the employee.

4. a. Effective January 1, 2016 the Township's cost toward health insurance shall be capped at the following amounts:

- \$16,751.23 for family
- \$12,845.04 for two-person coverage
- \$6,142.11 for single coverage

The caps of \$6,142.11, \$12,845.04 and \$16,751.23 will be adjusted consistent with changes made by the State Treasurer based upon the change in the medical care component of the United States consumer price index for the most recent 12 month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. Such changes will take effect in the plan year following adjustment by the State Treasurer.

NOTE: cap amounts will be modified prior to final contract to reflect any changes made by the Department of Treasury.

Employees will be responsible for the payment of any health care costs which exceed the above referenced caps. Employee health care contributions required by this Section shall be made by payroll deduction.

These deductions will be taken pre-tax, per the terms and conditions of Section 125 of the Internal Revenue Service Code.

b. All full-time employees participating in Township offered health insurance shall be subject to the hard-cap contribution provisions.

c. Employees opting out of any Township-provided health insurance shall have no obligation to contribute, provided that in the event the employee elects to take Township-provided health insurance at any time during their career, the employee

shall begin making contributions pursuant to Section 4, a. and b. above, or as amended, if there has been an intervening premium increase.

- d. Employees who are receiving Township provided health insurance and who are not receiving wages from the Township because they are on a disability leave, a workers' compensation leave, an unpaid leave of absence or for any other reason, shall make arrangements to pay the Township, either through the period of leave or upon the employee's return from work, the employee's contribution as provided in Sections 4.a and 4.b, above. Arrangements shall be made 45 days from the first day of the leave. Should the employee fail to make such arrangements, the Township shall deduct an amount not to exceed \$20.00 per pay period upon the employee's return to work.
5. Effective January 1, 2016, any employee who elects for him/herself and his/her family not to be covered by the health insurance program set forth herein for the insurance year as defined by the Township shall receive for that year a sum of two thousand dollars (\$2,000.00), one-half to be paid within 45 days of close of open enrollment and the other half to be paid in July. The \$2,000 payment, represents payment for no coverage from the preceding January to the following December. An employee electing not to be covered by said health insurance shall not be eligible for coverage for him/herself or his/her family for the insurance year in which the employee has elected no coverage except for a qualifying event as defined by the Township Health Insurance Policy.

Enrollment for insurance shall be at a time determined by the health insurance carrier/administrator. The Union will be notified of any changes to the enrollment date. An employee may only enter the Township plan during the enrollment period unless a qualifying event occurs, in which case the employee may enter the Township plan at any time. Further, in the event of termination or re-entry into the program, the employee shall reimburse the Township one hundred sixty-seven dollars (\$167.00 or \$2,000 / 12 months)

per month for each unearned month. The Township has the right to deduct money owed to the Township based on a change in the employee's status from the employee's pay.

6. Full-time employees shall be eligible for health insurance coverage the first of the month following 30 days of employment with the Township.
7. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided employees by the Township pursuant to this Article. If the Township employs more than one member of a family, all of whom could be eligible for coverage under one hospitalization-medical insurance policy or plan as a spouse or dependent under the age of nineteen (19) or applicable legal age, whichever is greater, the spouses and eligible dependents under the age of nineteen (19) or applicable legal age, whichever is greater, of that family shall be covered by only one Township provided hospitalization-medical insurance policy or plan carried by one spouse or the other. In such cases, the Township shall not be obligated to provide more than one hospitalization-medical policy or plan.
8.
 - a. An employee, who was hired prior to June 5, 2007, who retires at the age of sixty-five (65) or older with at least twenty (20) years of service or at age sixty (60) or older with at least twenty-five (25) years of service with the Township, shall be eligible for full health insurance for the retiree and the spouse pursuant to the plan set forth in this Article, or as that plan is amended by this or any subsequent contract.
 - b. Employees who retire on or after January 1, 2016, shall pay 20% of the premium cost of retiree health insurance up to a maximum of \$250 per month.
 - c. Employees who retire and who are within three (3) combined years of the age and service requirements of Section a, above, shall have the option to receive health insurance with the retiree contributing toward the cost as detailed below which includes a retiree contribution of 3% for each combined year the employee is short of full eligibility at the time of retirement:

Years short of full eligibility	% of (ADDITIONAL) Township premium cost paid by the Employee (under this provision)
1 year	3% of the Township premium cost
2 year	6% of the Township premium cost
3 year	9% of the Township premium cost

The premium sharing required in this Section shall be in addition to the premium sharing required in Section b, above.

- d. An employee's eligibility for retirement health care benefits shall be determined solely at the time of the employee's retirement or separation from the Township. An employee who retires or separates from the Township and is not eligible for retirement health care benefits cannot subsequently become so eligible.
- e. Any retirement benefits in this provision provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement. A spouse who remarries following the death of the retiree will continue to be eligible for health insurance unless the spouse has the ability to obtain comparable insurance from his or her new spouse.
- f. For employees hired prior to June 5, 2007, to be eligible to receive and/or continue to receive health insurance coverage upon retirement, an employee and his/her spouse shall be required to apply for and accept Medicare parts A and B as soon as such benefits are first available and advise the Township in writing of the same. It is the responsibility of the employee to present his/her Medicare card to the Township HR department as proof of enrollment. An employee's retirement health insurance benefit shall be determined at the time of initial retirement from the Township on the basis of the employee's age and years of service. The percentage of the Township's contribution towards the cost of a retiree's health insurance

benefit shall not change thereafter regardless of the change in the employee's age or the language of subsequent contracts.

- g.
 - 1. In lieu of retiree health insurance provided in paragraph a and b above, the Township will contribute an amount equal to 3% of the base wages of all employees hired after June 5, 2007 which shall be deposited into an account for use by the employee for medical purposes allowed under the Township's Health Care Savings Program (HCSP), subject to the vesting schedule below, upon separation from employment with the Township.
 - 2. Employees may contribute into the account as permitted by the Township's HCSP. The tax consequences of such contributions shall be consistent with IRS regulations. 100% of the employees' contributions are available for medical purposes allowed under the HCSP upon separation from employment.
 - 3. Employer contributions shall vest according to the following schedule:

Following 4 years of service:	50%
Following 7 years of service:	75%
Following 10 years of service:	100%
 - 4. Any employer contributions not vested upon separation from employment shall remain in the HCSP sub-trust to be used to offset future Township contributions.
- h. Notwithstanding the above, an employee and his spouse who are eligible for health insurance at the time of retirement shall receive the same health insurance coverage as full-time employees and their spouses receive in the future or as such health insurance coverage may change.
- i. Upon the death of the retiree or spouse after retirement, the retiree's health insurance coverage for an individual shall be paid by the Township at the percentage of cost provided in Article Thirty-One, Section 8, b. and c. above.

- j. Retirees are eligible for the identical health care opt out / opt in benefits as active employees with a qualifying event.
9. Coverage upon eligibility for Medicare
- a. The Township has the right to unilaterally change the contract with respect to the health insurance offered to Medicare eligible retirees under Article 31, Section 8.
 - b. If annual Medicare savings under this new plan exceeds \$100,000 compared to current retiree health care costs, the Township will make a one-time \$1,000 cash distribution spread over the following schedule: \$500 in January of 2017 and \$500 in January of 2018.
 - c. If annual Medicare savings are between \$50,000 and less than \$100,000, the payout in 2017 and 2018 will be reduced to \$250 per year.
 - d. The Township will use the balance for the net savings from this modification to the retiree health care plan to accelerate the payment towards unfunded OPEB liabilities and investigate providing additional wellness benefits for full time employees.
 - e. This Medicare savings distribution will not extend beyond the life of this contract that expires on December 31, 2018.
10. The Township will provide a dental/optical reimbursement program for permanent full-time employees, spouses, and dependent children under the age of nineteen (19) or the applicable legal age as follows:
- a. The Township will provide employees the BCBS Traditional Plus Dental / Optical Insurance Coverage or employees can opt out of this optical / dental plan and be eligible for \$1,150 each year worth of dental / optical credits. These dental / optical credits can be converted to bi-annual cash payout upon the submission of eligible optical / dental receipts for the life of the agreement. Payable the first pay period in June and December and shall accumulate over the life of the contract.

- b. An employee who has been or will be reimbursed for dental expenses by any dental plan will not be eligible to receive reimbursement except as a coordination of benefits from the Township Plan.
 - c. Where both husband and wife are working for the Township, each person may be reimbursed separately for dental expenses, provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent. This provision shall not prohibit both parents from applying the maximum benefit herein to the same child in given circumstances.
 - d. Full-time employees whose corrective eyewear have been broken on the job shall have same replaced at the Township's expense, provided the replacement cost is verified by submission of a paid bill for the cost of said replacement and the cost and features of the frame and lenses replaced, provided no enhancements shall be allowed.
11. Active employees shall receive a term life insurance policy in the amount of one and one-half (1½) times their annual salary, with a minimum of twenty thousand dollars (\$20,000) in insurance.
12. Due to the volatility of health care costs, active employees and retiree health care contributions will be subject to negotiation after this contract expires on December 31, 2018.

32. ARTICLE THIRTY-TWO: WORKER'S COMPENSATION

1. Each employee will be covered by the applicable Worker's Disability Compensation laws. The Township further agrees that an employee being eligible and receiving Worker's Disability Compensation will receive, if injured on the job, in addition to his/her Worker's Compensation Disability income, an amount to be paid by the Township sufficient to make up the difference between Worker's Disability Compensation and his/her regular gross

income based on straight time hours for a period of ninety (90) working days. This is not chargeable to PTO days. No supplement will be paid except for days for which the employee receives Worker's Compensation Disability Benefits.

2. An employee on Worker's Disability Compensation leave shall have no right to reemployment after three (3) consecutive years on Worker's Disability Compensation leave for any particular illness or injury or any complications thereof.
3. To avoid complications with the processing of potential Workers Compensation claims, an employee injured while on duty should notify their supervisor and complete the required injury paperwork immediately, or as soon as possible during the shift in which the injury occurred. The Union acknowledges that claims reported outside of 72 hours may cause complications in claim processing with the insurance carrier.
4. Employees who are off work and receiving benefits pursuant to this article are required to report to Human Resources the status of their workers compensation leave and any changes, if such changes exist, on a weekly basis.

33. ARTICLE THIRTY-THREE: PENSION PLAN AND DISABILITY PLAN

1. **Pension Plan**

- a. The Township agrees to continue to maintain during the existence of this Agreement the existing pension plan or equal. The Township shall contribute ten percent (10%) of the employee's base salary into the Pension Plan for all employees who have more than five (5) years of continuous service with the Township, including those sixty-five (65) years of age or older. Employees with less than six (6) years of continuous service with the Township will share in the payment of the pension contribution according to the following schedule:

<u>Years of Continuous Service</u>	<u>Employer's Share</u>	<u>Employee's Share</u>
First Year of Service	5%	5%
Second, Third and Fourth Year of Service	7%	3%
Fifth Year of Service	8%	2%

- b. Any total withdrawal from the Pension Fund shall be considered a voluntary quit.

2. **Disability Plan**

- a. The Township agrees to maintain a short term and long term disability plan during the existence of this agreement. The plan will provide up to twenty-four (24) months of disability pay at 60% of the employee's base wage and shall be subject to the terms of the plan. The Township reserves the right to switch to another plan, provided relatively equal benefits are maintained. Employees out on short-term disability leave may supplement earnings under the plan with accrued PTO and vacation time.
- b. Employees on disability shall be eligible for benefits for a period of thirty (30) days, and shall accumulate seniority for a maximum of ninety (90) days. Notwithstanding the above, the Township will continue to pay their portion of health insurance and life insurance premiums for a maximum period of one year.
- c. Employees who are off work and receiving benefits pursuant to this article are required to report to Human Resources the status of their disability leave and any changes, if such changes exist, on a weekly basis.

3. **Maternity Leave/Child Care**

- a. An employee who becomes pregnant and who is unable to perform her job duties will be granted a personal illness or disability leave of absence at any time during her pregnancy consistent with the law and the Township's policy with respect to non-pregnancy disabilities.
- b. Employees (male and female) may request an unpaid child care leave of absence subsequent to delivery for a period not to exceed one (1) year provided a request for such leave is made by the employee in writing to the Department Director at least thirty (30) days prior to the expected delivery date. The child care leave shall commence upon the date the employee's doctor authorizes return to work

following delivery (or in the case of a male employee/father on the post-delivery date requested by said employee), but in no event later than six (6) weeks after delivery date.

- c. The employee shall notify the Department Director in writing at least thirty (30) days prior to the expiration of the maternity or child care leave of intent to return, and the failure to provide such notice or return to work as scheduled shall result in a loss of seniority.
- d. During the period of maternity or child care leave the employee shall not accumulate seniority for any purpose for any leave beyond ninety (90) days.
- e. The rights of employees in this provision are not intended to abridge any rights to which employees are entitled under the Family Medical Leave Act or any disability rights elsewhere in this Agreement.

34. ARTICLE THIRTY-FOUR: VACATION

- 1. Vacation time shall be credited to all employees on January 1 of each calendar year in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Vacation Time</u>
One Year through Five Years	10 working days
Six Years through Ten Years	15 working days
Eleven Years through Fifteen Years	17 working days
Sixteen years through Twenty Years	20 working days
Twenty one years or more	One additional day for each full year after twenty to a maximum of 25 days

Employees will receive the next vacation step increase on January 1 of the year their anniversary date occurs that takes them to the next level according to the vacation schedule. (For example, if an employee celebrates 6 years of service on March 3, a third week of vacation will be credited on January 1, of the same year).

New employees will be credited twelve and one-half percent (12.5%) of ten (10) days' vacation on January 1 for each month or part thereof which they have worked in the prior calendar year up to one hundred percent (100%) of the same. Employees with one (1) year of seniority as of January 1 or more who quit, retire or are laid off will be entitled to twelve and one-half percent (12.5%) of their accrued vacation days for each full month worked during the calendar year of termination. The employee shall reimburse the Township for all vacation in excess of the employee's pro-rated accrued amount as of his/her termination date. In the event that such a reimbursement is in order, the Township shall have the right, to the extent permitted by law, to deduct any amount owing from the employee's paycheck.

2. Vacation days must be taken and completed in increments of either one-half (1/2) day or one (1) day or more in the calendar year in which they are credited to employees. Except as provided below in Section 3, all vacation time not used in the calendar year credited shall be forfeited.
3. Up to five (5) days only of unused vacation time will be paid the employee at his/her straight hourly rate on the basis of his normal work day during January of the calendar year. In addition to the 5 days for which an employee may be paid, employees who are unable to utilize vacation days based on the Township's inability to allow reasonable time for the use of vacations or other extenuating circumstances, may, with advanced approval from the Township Supervisor, carry over any additional days which the employee was unable to utilize beyond the 5 paid days.
4. When a holiday is observed by the employee during his/her scheduled vacation, he/she shall receive his/her holiday pay.
5. If an employee becomes ill while on vacation, he/she may have his/her vacation rescheduled and the PTO leave article will be applicable, provided the employee notifies the Department Director, while still on vacation.
6. Vacations must not be postponed, except in emergency situations.

7. Employees will be paid their current rate of pay on a regular working day, but not over eight (8) hours while on vacation, and will receive credit for any benefits provided for in this Agreement.
8. Vacation shall be scheduled by the employee with the Department Director. Outside the window period in Section 10 below, employees shall request vacation time by giving advance notice in accordance with the following schedule:

<u>Vacation Period</u>	<u>Required Minimum Notice</u>
2 weeks (10 days) or more	14 days
6 to 9 days	5 days
5 days or less	1 day

Individual Department Directors may waive these notification periods and allow an employee to take vacation on shorter notice, provided that it does not compromise the operation of the employee's department. Formal responses to employee vacation requests shall be given to the employee within three (3) working days for requests of two (2) weeks or more and within one (1) working day for requests of nine (9) days or less.

9. The operation of a department must be maintained when vacations are taken. The Township shall always have the discretion to deny an employee's vacation request based upon the operational needs of the employee's department.
10. Vacation schedules shall be arranged on the basis of the efficient operation of departments as determined by the Township. Vacation requests submitted between January 1 and January 31 of each calendar year shall be filled on the basis of seniority.
11. Approval of vacations requested by January 31 of any year shall be announced February 15 of that year (or the next work day if February 15 falls on a weekend or holiday). Vacation requests submitted after January 31 of any year shall be filled on a first-come basis and shall not displace selections made before January 31 on the basis of seniority. Vacation requests shall be in writing. Email requests are acceptable if permitted by Department procedure.

35. ARTICLE THIRTY-FIVE: SHIFT PREFERENCE

Shift preference shall be granted on the basis of seniority. However, an employee may exercise his/her seniority for shift preference only once every nine (9) months.

36. ARTICLE THIRTY-SIX: HOLIDAYS

1. The following days and dates shall be recognized and observed as paid holidays:

<u>HOLIDAYS</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
New Year's Day	Jan 1	Jan 2*	Jan 1
Martin Luther King Day	Jan 18	Jan 16	Jan 15
President's Day	Feb 15	Feb 20	Feb 19
Good Friday	March 25	April 14	March 30
Memorial Day	May 30	May 29	May 28
Independence Day	July 4	July 4	July 4
Labor Day	Sept 5	Sept 4	Sept 3
Thanksgiving Day	Nov 24	Nov 23	Nov 22
Day After Thanksgiving	Nov 25	Nov 24	Nov 23
Christmas Eve Day	Dec 23*	Dec 22*	Dec 24
Christmas Day	Dec 26*	Dec 25	Dec 25
<u>New Year's Eve Day</u>	Dec 30*	Dec 29*	<u>Dec 31</u>

* Any holiday that falls on a Saturday or Sunday, will be assigned to the Friday or Monday as scheduled above.

All Township employees who served in any branch of the US Military and was honorably discharged will be allowed to take Veterans Day off with full pay and benefits. Employee must present HR with a DD 214 to validate military service.

Employees who did not serve in the US Military will be allowed to take up to two hours on Veterans Day to pay respects to those who gave their life in the honor of their country. This provision must be coordinated with the Department Director to ensure continuity of service to the residents of the community.

1. Floating Holiday: In addition to the foregoing holidays, each employee shall be entitled to a "floating" holiday which may be taken at any time with reasonable notice to the Department Head, subject to Paragraph 1, above. The floating holiday must be taken

during the calendar year or it will be paid by the first pay day in March of the following year or earlier in the sole discretion of the Township. In order to be eligible for floating holiday, an employee must have been a full-time employee for the preceding six (6) months.

3. Each employee shall be entitled to a “birthday” holiday that shall be taken by the employee in the month in which it falls. The “birthday holiday” may not be carried over past the employee’s birthday month.
4. All employees shall receive the number of hours’ pay which is their normal straight time working day for each of the holidays listed above on which they perform no work.
5. Employees will be granted any other holidays that the Township Board declares is a holiday in addition to those listed above.
6. In order to be eligible for holiday pay, the employee must have a paid work day the day before and day following the designated holiday.
7. For an employee who works a schedule other than Monday through Friday, if the day the Township recognizes the holiday falls on a day the employee is not scheduled to work, that employee’s next scheduled work day shall be considered a holiday.

37. ARTICLE THIRTY-SEVEN: WAGES

The rates of pay of the regular employees covered by this Agreement shall be in accordance with Schedule A, attached hereto and made a part thereof and shall include the following:

DATE	WAGE MODIFICATION
Effective January 26, 2016	2% wage increase
Effective January 1, 2017	2% wage increase
Effective January 1, 2018	2% wage increase

In addition to the above, all employees in the bargaining unit who are on the payroll on the date this Agreement is fully ratified, will receive a one-time signing bonus of \$500.00 to be paid in a separate check from payroll during the month of January 2016.

See Schedule A for active classifications and rates of pay.

38. ARTICLE THIRTY-EIGHT: RATES FOR NEW JOBS

1. When a new job is created in the unit and cannot be properly placed in an existing classification, the Township will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.
2. If the Township adds a new non-union position, the Township will advise the Union of the same. If the Union believes that the position should be in the unit, the Union may, within thirty (30) days of the stated notification, file a grievance challenging the new position. The Township will not claim that any new position is excluded merely because it is not listed in Schedule A.

39. ARTICLE THIRTY-NINE: SAVINGS CLAUSE

1. If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. A special conference shall be held within ten (10) days to discuss the provision in question that may be invalid.

40. ARTICLE FORTY: MAINTENANCE OF STANDARDS

1. It is the intent of the Township to maintain and promote a high standard for all conditions of employment.

2. It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve wherever and whenever possible.
3. The Township agrees not to enter into any agreement or contract covered by this Agreement with its employees, individually or collectively, which in anyway conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

41. ARTICLE FORTY-ONE: SAFETY SHOES

The Township will pay up to three hundred dollars (\$300) per year for the purchase of safety shoes for all labor/maintenance employees in the Cemetery, Parks, Water, Sewer, Building, Assessing, Custodian and Facilities Maintenance Departments, provided, however, that these employees shall be required to wear safety shoes at all times. In order to be reimbursed, the employee will be required to submit an original receipt for reimbursement pursuant to Township policy.

42. ARTICLE FORTY-TWO: VOLUNTARY PEOPLE DEDUCTION

1. The Township agrees to deduct from the wages of any employee who is a member of the Union a voluntary PEOPLE deduction as provided for in a written authorization. Such authorization may be executed by the employee at any time by giving written notice to both the Township and the Union. The Township agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.
2. In the event this provision is deemed to be illegal, this provision shall be null and void and the parties may enter discussions to address possible solutions.
3. The Union agrees to indemnify and hold harmless the Township in regards to this provision.

43. ARTICLE FORTY-THREE: TRAINING

1. This Agreement shall include a \$1,000.00 per year reimbursement for training, professional development or courses taken in pursuit of a degree to be used by employees for any education that will benefit the employee in their current position or any reasonably anticipated future position with the Township. Employees must receive approval for use of the \$1,000.00 from Human Resources for any training or course for which reimbursement is sought prior to the employee's attendance at the training or course. Reimbursement will be made following presentation to Human Resources of proof of successful completion of the training, professional development or coursework. This benefit does not roll over from year to year. This Article applies to training or courses taken outside the employee's regular working hours only.
2. All requests for this training allowance will need to be approved by the Department and Township Supervisor before classes begin.

44. ARTICLE FORTY-FOUR: DEDUCTIONS FROM FINAL PAY

The Township has the right to deduct any amounts owed by an Employee to the Township arising out of this Collective Bargaining Agreement from the Employee's final pay.

45. ARTICLE FORTY-FIVE: RATIFICATION

1. This Agreement shall be effective as of the 26th day of January, 2016, and shall remain in full force and effect until the 31st day of December, 2018.
2. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until the new agreement is signed.

SCHEDULE A

AFSCME POSITION	2016			2017			2018		
	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years
ADMINISTRATIVE - ALL DEPARTMENTS									
Clerk Administrative	\$15.14	\$15.97	\$16.81	\$15.44	\$16.29	\$17.15	\$15.75	\$16.62	\$17.49
Clerk Technical	\$17.60	\$18.57	\$19.55	\$17.95	\$18.95	\$19.94	\$18.31	\$19.32	\$20.34
Office Assistant	\$18.93	\$19.98	\$21.03	\$19.31	\$20.38	\$21.45	\$19.70	\$20.79	\$21.88
Office Specialist	\$19.97	\$21.09	\$22.20	\$20.37	\$21.52	\$22.64	\$20.78	\$21.95	\$23.09
Clerk Accounting *	\$21.17	\$22.34	\$23.51	\$21.59	\$22.78	\$23.98	\$22.02	\$23.24	\$24.46
ASSESSING									
Appraiser Aide	\$15.49	\$16.36	\$17.22	\$15.80	\$16.69	\$17.56	\$16.12	\$17.02	\$17.91
Appraiser I	\$18.42	\$19.44	\$20.47	\$18.79	\$19.83	\$20.88	\$19.17	\$20.23	\$21.30
Appraiser II	\$22.59	\$23.85	\$25.10	\$23.04	\$24.32	\$25.60	\$23.51	\$24.81	\$26.12
Appraiser III	\$25.18	\$26.59	\$28.00	\$25.69	\$27.12	\$28.56	\$26.20	\$27.67	\$29.13
BUILDING									
Zoning Ordinance and Code Enforcement Officer**	\$22.46	\$23.73	\$24.97	\$22.91	\$24.20	\$25.47	\$23.37	\$24.68	\$25.98
DPW									
Laborer	\$17.35	\$18.31	\$19.27	\$17.70	\$18.68	\$19.65	\$18.05	\$19.05	\$20.05
Maintenance Technician	\$18.54	\$19.57	\$20.60	\$18.91	\$19.97	\$21.02	\$19.29	\$20.36	\$21.44
Senior Maintenance Technician	\$19.97	\$21.09	\$22.20	\$20.37	\$21.52	\$22.64	\$20.78	\$21.95	\$23.09
Crew Foreman	\$21.42	\$22.61	\$23.81	\$21.85	\$23.07	\$24.28	\$22.29	\$23.53	\$24.77
GIS Specialist	\$22.46	\$23.73	\$24.97	\$22.91	\$24.20	\$25.47	\$23.37	\$24.68	\$25.98
Operational Specialist	\$19.97	\$21.09	\$22.20	\$20.37	\$21.52	\$22.64	\$20.78	\$21.95	\$23.09
Operational Specialist II	\$21.42	\$22.61	\$23.81	\$21.85	\$23.07	\$24.28	\$22.29	\$23.53	\$24.77
Superintendent (Foreman)	\$21.42	\$22.61	\$23.81	\$21.85	\$23.07	\$24.28	\$22.29	\$23.53	\$24.77
Water Superintendent (Foreman)	\$22.46	\$23.73	\$24.97	\$22.91	\$24.20	\$25.47	\$23.37	\$24.68	\$25.98
Sewer Superintendent (Foreman)	\$22.46	\$23.73	\$24.97	\$22.91	\$24.20	\$25.47	\$23.37	\$24.68	\$25.98
Water and Sewer Superintendent *	\$24.29	\$25.64	\$26.98	\$24.78	\$26.15	\$27.52	\$25.27	\$26.68	\$28.07
Facilities Maintenance Technician	\$19.97	\$21.09	\$22.20	\$20.37	\$21.52	\$22.64	\$20.78	\$21.95	\$23.09
Facilities Maintenance Leader	\$28.03	\$29.58	\$31.14	\$28.59	\$30.17	\$31.76	\$29.16	\$30.78	\$32.40
PARKS & REC									
Van Driver	\$14.62	\$15.42	\$16.24	\$14.91	\$15.73	\$16.56	\$15.21	\$16.05	\$16.89
Laborer	\$17.35	\$18.31	\$19.27	\$17.70	\$18.68	\$19.65	\$18.05	\$19.05	\$20.05
Recreation Coordinator	\$18.34	\$19.35	\$20.37	\$18.71	\$19.74	\$20.78	\$19.08	\$20.13	\$21.19
Recreation Specialist	\$19.49	\$20.58	\$21.66	\$19.88	\$21.00	\$22.10	\$20.28	\$21.42	\$22.54
Superintendent	\$21.42	\$22.61	\$23.81	\$21.85	\$23.07	\$24.28	\$22.29	\$23.53	\$24.77
Park Superintendent	\$22.46	\$23.73	\$24.97	\$22.91	\$24.20	\$25.47	\$23.37	\$24.68	\$25.98
VACANT POSITIONS									
Zoning Ordinance Officer									
Senior Zoning Officer									
Wetland / Zoning Inspector									
Building Inspector									
Building Inspector II									
Aquatics Specialist									
Control Specialist									
Custodian									


* Revised based on miscalculations. See LOU 2016-2018-001

** Revised-Building position added. See LOU 2016-2018-004


IN WITNESS WHEREOF, The Parties have executed this Agreement by their duly authorized representatives the day and year first above written.

UNION

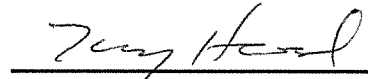
TOWNSHIP



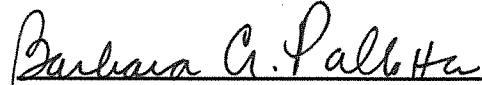
Paul Long
Council 25



Patrick J. Kittle
Supervisor



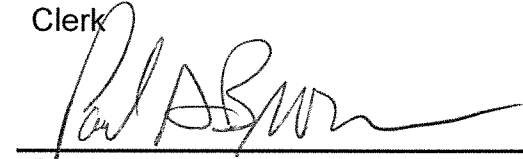
Tony Hool
Chapter Chairperson



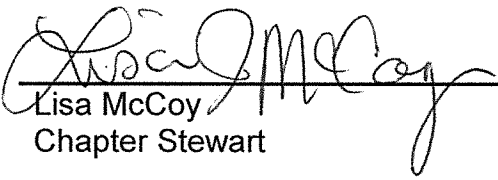
Barbara A. Pallotta
Clerk




Jeff Cooper
Vice Chapter Chairperson




Paul A. Brown
Treasurer



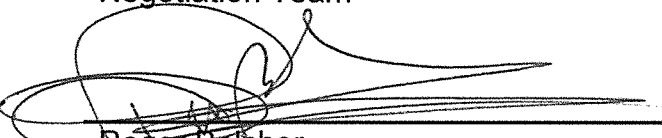
Lisa McCoy
Chapter Stewart



Gregg Schultz
Township Labor Attorney



Tim McArthur
Negotiation Team



Roger Belcher
Negotiation Team

Date: Feb 1, 2016

Date: Feb 3, 2016

Letter of Understanding

2016-2018-001

Charter Township of Independence and AFSCME Local 2720

Salary Schedule A

The Charter Township of Independence and the American Federation of State, County and Municipal Employees (AFSCME) Chapter 19 of Local 2720 agree to the following terms to amend Salary Schedule A of the Labor Agreement in effect from January 26, 2016 through December 31, 2018 as follows:

- The parties agree that the Salary Schedule A for the position of **Clerk Accounting** was incorrect due to a clerical miscalculation error in the approved Labor Agreement. The correction was made prior to the Labor Agreement distribution and is notated by an asterisk (*) on Schedule A.

AFSCME POSITION	2016			2017			2018		
	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years
ADMINISTRATIVE - ALL DEPARTMENTS									
Clerk Accounting	\$23.51	\$24.71	\$25.23	\$23.98	\$25.20	\$25.73	\$24.46	\$25.71	\$26.25

Revised to:

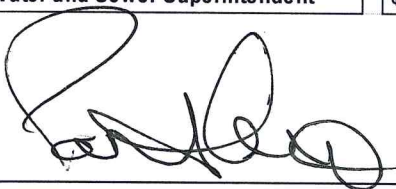
AFSCME POSITION	2016			2017			2018		
	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years
ADMINISTRATIVE - ALL DEPARTMENTS									
Clerk Accounting *	\$21.17	\$22.34	\$23.51	\$21.59	\$22.78	\$23.98	\$22.02	\$23.24	\$24.46

- The parties agree that the Salary Schedule A for the position of **Water and Sewer Superintendent** was incorrect due to a clerical miscalculation error in the approved Labor Agreement. The correction was made prior to the Labor Agreement distribution and is notated by an asterisk (*) on Schedule A.

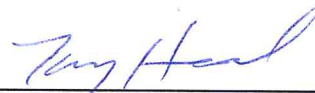
AFSCME POSITION	2016			2017			2018		
	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years
DPW									
Water and Sewer Superintendent	\$25.93	\$26.45	\$26.98	\$26.45	\$26.98	\$27.52	\$26.98	\$27.52	\$28.07

Revised to:

AFSCME POSITION	2016			2017			2018		
	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years	Date of Hire	After 1 Year	After 2 Years
DPW									
Water and Sewer Superintendent *	\$24.29	\$25.64	\$26.98	\$24.78	\$26.15	\$27.52	\$25.27	\$26.68	\$28.07



Patrick Kittle
Township Supervisor



Tony Hool
AFSCME Chapter Chairperson