

LABOR AGREEMENT

between

CHARTER TOWNSHIP OF BLOOMFIELD

and

**Government Employees Labor Council,
BLOOMFIELD TOWNSHIP DPW Foreman and Supervisors**

April 1, 2020

through

March 31, 2026

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April 1, 2020 to March 31, 2026
Signature Copy

AGREEMENT

This Agreement is made April 1, 2020, by and between the Charter Township of Bloomfield (hereinafter referred to as the “Township” or “Employer”) and the Government Employees Labor Council, Bloomfield Township DPW Foreman and Supervisors, (hereinafter referred to as the “Union”).

Statements in this Collective Bargaining Agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other, but are meant to apply to both sexes equally.

PURPOSE AND INTENT

The general purposes underlying this Agreement are to set forth the terms and conditions of employment and to promote orderly relations for the mutual interest of the Township, the employees, and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Township’s success in establishing a proper service to the public. To these ends, the Township, the employees, and the Union encourage to the fullest degree, friendly and cooperative relationships between them.

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

April 1, 2020 to March 31, 2026
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I. RECOGNITION

The Township recognizes the Union as the exclusive bargaining representative for positions in the classifications of Communications Supervisor, Fleet/Facility Manager, Grounds Foreman, Motor Pool Foreman, Road Foreman and Water & Sewer Foreman, excluding confidential employees, part time, temporary, casual, clerical, and all other employees.

April 1, 2020 to March 31, 2026
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II. DUES DEDUCTION

The Union shall be solely responsible to collect Union Membership Dues from Union members.

III. REPRESENTATION

- A. The Union shall inform the Township, in writing, as to who has been appointed or elected as Union President or any other union officers, for the bargaining unit.
- B. The Union shall be allowed to hold its meetings at the Township Offices during non-work hours, provided permission is granted in advance from the Department Head or his designee. Such permission will not be unreasonably denied.
- C. For collective bargaining purposes, up to two (2) employees in the bargaining unit may meet in sessions with the Township. If such sessions are held during regular work hours, the employees will not lose time or pay. However, under no circumstances shall overtime or any premium pay be paid to bargaining team members.
- D. The Union shall be provided with a suitable bulletin board for the posting of Union notices and other materials. All posted notices and other materials are the sole responsibility of the Union. The Township maintains the right to remove inappropriate material.
- E. Investigation of grievances may be performed during working hours provided that approval has been granted by the Department Head or his designee which shall not be unreasonably denied. All other Union time, including but not limited to time spent in preparation for negotiations, shall occur outside of employees' work schedules, without pay or other benefits.

IV. GRIEVANCE - ARBITRATION PROCEDURE

- A. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
1. Step I - Verbal
The Union President or his designee having a grievance on behalf of an employee shall first take up the matter verbally with the immediate supervisor.
 2. Step II - Written
If the verbal grievance cannot be satisfactorily adjusted between the Union President or his designee and involved immediate supervisor, and no later than fourteen (14) calendar days after the facts occurred which gave rise to the grievance or fourteen (14) calendar days after the employee knew or should have known of the facts giving rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented by the Union President or his designee to the Department Head's designee. Within fourteen (14) calendar days thereafter, the Department Head's designee shall furnish to the Union President or his designee the written answer to the grievance. Should the Department Head's designee fail to furnish a written answer within the fourteen (14) calendar days, the grievance shall proceed to the next Step.
 3. Step III - Written
If the grievance cannot be satisfactorily adjusted between the Union President or his designee and the Department Head's designee, the grievance shall, within fourteen (14) calendar days thereafter, be presented to the Department Head for review and consideration. The Department Head shall provide the Union with a written answer within the fourteen (14) calendar days. Should the Department Head fail to furnish a written answer within the fourteen (14) calendar days, the grievance shall proceed to the next Step.
 4. Step IV - Written
If the grievance cannot be satisfactorily adjusted between the Union President or his designee and Department Head, the grievance shall, within fourteen (14) calendar days thereafter, be presented to the Township Supervisor for review and consideration. The Township Supervisor or his designee shall provide the Union with a written answer within the fourteen (14) calendar days. Should the Township Supervisor fail to furnish a written answer within the fourteen (14) calendar days, the grievance shall proceed to the next Step.

5. Step V - Arbitration

If the grievance cannot be satisfactorily adjusted in Step IV, within twenty-one (21) calendar days after receipt of the answer of the Township Supervisor or his designated representative, or within twenty-one (21) calendar days of the date on which the answer should have been furnished, the Union by the Union President or his designated representative, may file a written request to proceed to arbitration. No employee shall have the right to request arbitration, but the same shall be limited to the parties. The parties shall attempt to mutually select an arbitrator to hear the grievance. If the parties are unable to mutually agree to an arbitrator, within 30 calendar days thereafter the Union shall file a written demand for arbitration with the Michigan Employment Relations Commission ("MERC"), and an arbitrator will be selected pursuant to MERC rules.

Upon acceptance of the appointment by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share the costs of the record. The arbitrator shall not, in any way, provide the other party with the original or a copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof.

The arbitrator shall have no power to alter, modify or amend any provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement. Nor shall the arbitrator have the authority to set any wage rates.

B. General Rules

Individual members cannot bring a grievance on their own. Instead the Union must sanction and be a signatory on all grievances, and shall not be required to process grievances if the Union believes the grievance lacks merit.

No grievance shall be considered if not filed or processed within the time limits set forth in this Article and any grievance not appealed from a decision in one of the Steps of the grievance procedure to the next step shall be considered dropped and the last answer shall be final and binding.

Should the Township fail to respond to a grievance in accordance with the time limits contained in the Grievance Procedure, the grievance shall automatically be moved to the next Step of the Grievance Procedure.

The Township may file a grievance under the foregoing grievance procedure. Any Employer grievance shall be filed with the Union within twenty-one (21) calendar days after the facts occurred which gave rise to the grievance or within twenty-one (21) calendar days of when the Township knew or reasonably should have known of the facts giving rise to the grievance. The grievance shall be filed with any Union officer or placed in the mailbox of the Union President, and the Township will advise delivery to the Union President.

1. The Union or the Township may request, and mutually agree in writing, to a time period extension of any step of the grievance procedure.
2. Any grievance concerning discipline, suspension, discharge or demotion shall be subject to the procedures and time limits set forth in this Article.

V. SPECIAL CONFERENCES

Special conferences will be held when mutually agreed between the Union and the Township to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representative(s) will receive normal rate of pay if a conference is held during their regularly scheduled work hours. No overtime or premium pay shall be paid.

VI. MANAGEMENT RIGHTS

The Township, on its behalf and on behalf of its electors and customers, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Township Charter, ordinances, and the laws and the Constitutions of the State of Michigan and of the United States. It is expressly agreed that all rights which are clearly and expressly relinquished herein, shall continue to vest exclusively in and be exercised exclusively by the Township 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.

Except only as restricted by the express terms of this Agreement, the Township retains the sole and exclusive right to manage the affairs of its business and to direct its working forces, including but not limited to, the right to determine: establishing and amending reasonable rules and regulations, standard operating procedures, job descriptions and policies; the means, method, and manner of providing services; the number, size, and location of any buildings, facilities, equipment, divisions or parts thereof, and the extent to which they shall be operated, relocated or shut down; the selection of equipment to be acquired and utilized; the work to be handled and whether to outsource any work; the number of employees, determination of the size of the workforce, and to increase or decrease its size; to establish, change, and enforce quality standards; to maintain order and efficiency in its operations; to determine work schedules, shifts and the number of hours and to transfer or promote employees between classifications and shifts; to select employees for promotion; to transfer employee to other positions and to determine the qualifications and competency of employees to perform available work; to establish, change, and enforce reasonable safety and security rules and rules of conduct; to hire, select, train, assign, and lay off employees; and to suspend, discharge or otherwise discipline or demote employees for just cause. This shall include the reasonable use of the Bloomfield Township Policy Handbook and the Departmental Rules and Regulations/Standard Operating Procedures/Administrative Memos/Job Descriptions. The failure of the Township to exercise any rights, functions, powers and authority retained by it, or the exercise of any right, function, power or authority in a particular way, shall not be deemed a waiver of such, nor shall it preclude the Township from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees the only limitation on the Township's rights are those expressly set forth in this Agreement or those set forth in State and Federal Laws.

VII. PROBATIONARY PERIOD

- A. New employees shall be considered probationary employees for the first year of their employment.
- B. 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 of this Agreement. Extension of probation, discipline, and discharge of such probationary employees shall not be subject to the grievance procedure since probationary employees serve at the will of the Township.

VIII. SENIORITY

- A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with Township from his/her last date of hire. Seniority for employees hired on the same date shall be determined by alphabetical order of last name. Seniority shall commence only after the employee completes the probationary period provided in Article VI, provided that upon completion of the probationary period, seniority shall revert back to the last date of hire. Continuous service is defined as that time actually spent on the active payroll, plus approved leaves of absence.
- B. An employee's seniority and employment shall terminate if he/she:
1. quits, resigns or retires;
 2. is discharged and not reinstated through the grievance process;
 3. is laid off for a period of one (1) year;
 4. fails to report to work following an offer of reinstatement within five (5) days of the date offering reinstatement;
 5. is absent from work for two (2) consecutive working days without notifying his/her immediate supervisor;
 6. fails to return from a leave of absence, vacation or sick leave at the designated time.

IX. LAYOFF AND REINSTATEMENT

- A. The Township shall determine when a layoff or reduction in force is necessary, which classification(s) of employees shall be laid off, and if the position is to be reinstated.
- B. Employees to be laid off shall receive as much advance notice as practical under the circumstances, but in no event less than ten (10) working days' notice.
- C. Should the Township determine to reinstate a position within one (1) year of the date the position was eliminated, the employee who held the position will be offered reinstatement, provided the employee is qualified to perform the available work. The offer of reinstatement shall be sent to the employee at his last-known address by overnight mail. The employee will have five (5) calendar days from the date of the offer of reinstatement to notify the Department Head that he/she desires to return to the reinstated position. The employee shall then have an additional five (5) calendar days to return to the reinstated position. If an employee fails to notify the Department Head that he/she desires to return to the reinstated position within the foregoing five (5) calendar day period, or if the employee fails to report to the reinstated position within the additional five (5) calendar day period, any right to reinstatement shall be terminated.
- D. Layoffs/reduction in force hereunder shall not affect the Township's right to utilize seasonal, part-time casual, any other non-union employees, and/or volunteers for any purpose including as substitutes, to limit overtime and to perform any Township work.

X. VACATION

Vacation is an absence from work for which the employee is paid just as if they were at work. Vacation is used at the discretion of the employee's Department Head. Of necessity, the welfare of the Township and the continuation of the services the Department renders must be the foremost consideration in allowing use of vacation.

A. Amount of Vacation

Employees earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Accrual</u>
1 - 5	3.65 hours bi-weekly
6 - 10	5.54 hours bi-weekly
11 - 15	7.08 hours bi-weekly
16 - 20	8.62 hours bi-weekly
21 and over	9.23 hours bi-weekly

The maximum accumulation of vacation hours is:

Hire thru 10 th Year	240 hours
11 th thru 15 th Year	300 hours
16 th thru 20 th Year	360 hours
21 st thru retirement	400 hours

Employees shall only accumulate vacation hours while receiving a paycheck directly from the Township. Checks from an insurance company or benefit carrier do not qualify.

B. Use of Vacation

Vacation may not be used before it is credited. Vacation may be used any time after it is credited to an employee. Vacation may be used only with the permission of an employee's Department Head. Each Department Head may schedule vacations in accordance with Department needs.

Vacation may not be used to extend employment with Bloomfield Township.

C. Payment for Vacation Used

Payment for vacation time used by an employee will be processed as a normal payroll payment. All such payments shall be subject to normal payroll deductions. No advance payment for vacation will be made. Upon retirement from the Township, an employee will be paid all accrued vacation time. No employee will be permitted to work and draw pay for vacation at the same time.

- D. Effect of Death (Bereavement) Leave, Sick Leave and Paid Holidays on Vacation
If an employee has reason to use death leave during a period of vacation usage, and such leave is documented to the Department Head's satisfaction, such time may be considered as death leave instead of being deducted from the employee's vacation time.

If an employee has reason to use sick leave during a period of vacation usage, and if such sick leave is used to cover an illness of the employee, and if such sick leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation instead of being deducted from vacation.

Holidays (including floating holidays) as defined within this Agreement, which are counted as days off with pay by the Township, shall not be deducted from an employee's vacation when they fall during a period of vacation usage.

XI. SICK LEAVE DAYS

A. General Requirements

1. Each eligible full-time Township employee earns sick leave at the rate of four (4) hours every biweekly pay period.
2. Each Township Department Head shall be responsible for reviewing employee requests for sick leave and determining whether they qualify for sick leave. Sick leave shall not be unreasonably denied. Sufficient documentation may be required by the Township or Department Head prior to approval of sick leave.
3. Employees shall notify their direct supervisor or Department Head that they will be unable to work before their normal work day begins, and unless a different written policy has been established by the Department Head, it must not be later than one half hour prior to the start of the working day.
4. Sick leave shall not be granted for a period of more than three successive work days, unless the employee submits a statement from their medical provider to their Department Head, that the sick leave is necessary. This statement must be approved prior to the employee be allowed to return to work. Employees returning from sick leave must be able to work without restrictions or limitations.
5. A Department Head may require a statement from the employee's medical provider in the event the employee uses a sick day contiguous to a vacation day, death leave day, or a holiday.
6. Sick leave may not be used before it is earned. Vacation leave may be substituted for sick leave with the approval of your Department Head or their designee.
7. Sick leave can be used only for the following purposes:
 - a. Acute personal illness or incapacity over which the employee has no reasonable control.
 - b. Absence from work because of exposure to contagious disease, which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - c. Medical and dental examinations or treatment.
 - d. As provided by the Family and Medical Leave Act Article XIII of this Agreement, the care of the employee's ill dependent children, spouse, parents or guardians.

- e. Thirty (30) hours of sick leave may be used each year as personal days.
8. Where requested, an employee shall promptly complete any Family or Medical Leave Act forms or documents.
9. Sick leave may not be used to extend employment with Bloomfield Township.
10. Employees shall not abuse or capriciously use sick leave benefits. Employees who, within a rolling twelve (12) month period, use in excess of seven (7) sick days shall be required to submit a medical provider's certificate of illness or injury, in order to receive sick leave pay for any day beyond the seven (7) days used. Sick days used, for which a medical provider's certificate of illness or injury has been received, shall not be counted as part of the first seven (7) sick leave days used.

B. Payment for Sick Leave Used

1. Payment for sick leave used by an employee will be processed as normal bi-weekly pay and shall be subject to normal payroll deductions.
 - a. Upon approval of sick leave, the employee's Department Head on the next regular payroll request shall indicate the amount of time to be charged against the employee's accumulated sick leave.
 - b. Payments will be charged against the employee's accumulated sick leave until a balance of forty (40) hours remains. Payments will next be charged against the employee's accumulated vacation until a balance of forty (40) hours remains. At this time all payments from the Township shall cease.
 - c. An employee who has used the required amount of their accumulated sick and vacation leave may be eligible for disability payments from the Township Disability Plan or insurance carrier. (See Article XXIII – Disability Benefits) It shall be the responsibility of the employee to apply for disability payments.

C. Payment for Unused Accumulated Sick leave

1. Payment while still a Township employee (based on a regular work week):
 - a. The number of unused Sick Bank hours for each permanent full-time employee will be recorded as of the last pay in November of each year. Any employee having more than 800 hours shall have the following options:

- (1) Any employee who has accumulated 1,200 or more hours of sick leave will receive 60% pay for a minimum of 200 hours of the sick leave. At the option of the employee, additional hours of sick leave may be cashed in down to the 800-hour sick leave base level.
 - (2) Employees with more than 1,000 but less than 1,200 hours of accumulated sick leave have the option of receiving 60% pay for their hours in excess of the 800-hour base level. If an employee chooses this option, cash-in of a minimum of 200 hours is required.
 - (3) Employees with less than 1,000 hours of accumulated sick leave have the option of receiving 60% pay for some or all of their hours over the 800-base level.
- b. The annual cash payment will be made at the rate of pay the employee is earning as of the last paycheck in November. The employee does have the option to place the proceeds into the deferred compensation program.
 - c. Those employees electing to keep their sick leave hours in excess of 800 in their bank will again have the option to cash them in at the same recording time each succeeding year.
2. Payment when separating from Township employment to become a retired member in one of the Township Employee's Retirement Plans.
 - a. The employee shall receive 60% pay for all of their unused accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation.
 3. Payment when separating employment because of death or permanent disability.
 - a. The employee shall receive 60% pay for all of their accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation (as provided in "Effect of Sick Leave on Employment," and as set forth under "Work Connected Injury or Illness Article XVII.")
 4. Payment when separating from the Township for any other reason.
 - a. The employee shall receive 60% pay for their unused accumulated sick leave in excess of 600 hours. Payment shall be made at the rate the employee is earning at the time of separation.

D. Effect of Sick Leave on Vacation and Sick leave

Employees on sick leave with pay (i.e., receiving a paycheck directly from the Township) shall continue to accumulate vacation and sick leave just as if they were on the job. Once an employee ceases to receive paychecks directly from the Township, their sick leave and vacation accrual shall stop.

If an employee has reason to use sick leave during a period of vacation usage, and if such sick leave is used to cover an illness of the employee, and if such sick leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation, instead of from their vacation accumulation.

Legal holidays which are counted as days off with pay by the Township, shall not be deducted from an employee's sick leave accumulation when they fall during a period of sick leave usage.

E. Effect of Leaves of Absence without Pay on Sick Leave

Employees shall not accumulate or use sick leave while on Leaves of Absence without pay.

F. Effect of Re-Employment on Sick Leave

Former employees, who return to Township service, must start their accumulation of sick leave as new employees.

Employees who leave the Township service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Township have available any unused sick leave previously earned, less any sick leave for which they have been paid, provided that such re-employment is requested and obtained in accordance with governing United States statutes.

G. Effect of Death Leave on Sick Leave

Employees who are given permission to use death leave during a period of approved sick leave usage shall not have the time spent on death leave deducted from their sick leave accumulation.

H. Effect of Sick Leave on Employment

The intent of sick leave is to provide the employee with income protection during periods of illness or disability. In the event an employee must make extended use of sick leave, such use cannot be considered a guarantee of employment, subject to any rights (if any) under the Family Medical Leave Act. In order to maintain the continuity of Township operations, the Township must retain the following rights:

1. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
2. If an employee has not been separated under Section A above and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township Service. Separation is subject to the review of the Township Supervisor.
 - a. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered or sent to the employee.
 - b. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
 - c. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
 - d. All employee and dependent insurance coverage shall cease on the date of termination subject to any rights under COBRA.
 - e. If an employee in these circumstances is eligible for early or normal retirement, they may have other options available and should contact the Accounting Department.

XII. FITNESS FOR DUTY

- A. When the Employer has a reasonable basis that an employee is physically or mentally unfit to perform the essential duties of their position, the Employer may require the employee to undergo a fitness for duty examination with the employee's medical professional or a medical professional of its choosing. The Employer shall pay all costs of the examination. The employee and Union shall receive a copy of the medical professional's report, which the Employer shall keep confidential. If the Employer's medical professional finds the employee unfit for duty, fit for duty with restrictions, or determines that the employee requires continuing treatment to continue working, the employee may obtain within a reasonable time period a contrary medical professional's note that the employee is fit for duty, at the Employees cost. If the employee obtains a contrary opinion, a final examination shall occur with a neutral medical professional mutually chosen by the Employer, Union, and employee. The Employer and the employee shall equally split all costs for the final examination. The final examination shall be binding upon the parties and shall not be subject to arbitration.

- B. After a short term or long term disability leave, the Employee will be required to submit documentation that they can return to work without restrictions or limitation to their job as noted in the description. The Department Head may require a Fitness for Duty exam by a Township doctor prior to return to work after reviewing the documentation. Return to duty will not be unreasonably denied.

XIII. FAMILY AND MEDICAL LEAVE

A. General Policy

Notwithstanding any other policy, any eligible employee is entitled to 12 weeks of unpaid leave to attend to a variety of medical and parental responsibilities allowed under the Federal Family and Medical Leave Act.

Eligible Employee: In order to be eligible for family or medical leave, an employee must meet three requirements:

1. Has been employed by the Township for at least 12 months;
2. Has been employed for at least 1,250 hours during the previous 12-month period immediately preceding the commencement of the leave;
3. Is employed at a location where there are at least 50 employees within 75 miles.

B. Available Leaves

Each eligible employee is entitled to a total of 12 weeks of unpaid leave calculated using a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave for one or more of the following reasons:

1. For birth of a child and/or for the purpose of caring for the newborn child. The right to leave on this basis expires at the end of the 12-month period after such birth and must be concluded within this one-year period;
2. For placement of a child with an employee for adoption or foster care. The right to leave on this basis expires at the end of the 12-month period after such placement and must be concluded within this one-year period;
3. To care for the employee’s spouse, child or parent if such person has a serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which requires continuing treatment by a health care provider. Intermittent leave or a reduced leave schedule will be permitted in place of 12 straight weeks where medically necessary; or
4. Because of the employee’s own serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which requires continuing treatment by a health care provider that renders the employee unable to perform the functions of their position. Intermittent leave or a reduced leave schedule will be permitted when medically necessary. If the treatment is foreseeable, the employee is required to make a reasonable effort to schedule treatment so as not to disrupt Township operations any more than necessary.

5. For qualifying exigency arising out of the fact that the employee's spouse; son; daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. An eligible spouse, child or parent of a service member is entitled to a maximum of twelve (12) week leave. This qualifying exigency leave does not apply to family members of the Regular Armed Forces.
6. If you are the spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness the employee is entitled to a combined maximum of 26 weeks military caregiver leave during a 12-month period. A covered service member is a member of the Armed Forces including members of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, on the temporary disability retired list for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For the purposes of this Policy, a parent means a biological parent of an employee or an individual who stands or stood in the place of a parent to an employee when the employee was a child. A child means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in *loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

If a situation should occur where a husband and a wife, who are both employed by the Township, are entitled to leave under this policy, each are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for foster care or adoption, or to care for a parent who has a serious health condition to a combined total of twelve workweeks arising under subsection A, B and C (or a combined total of 26 workweeks if leave to care for a covered service member with a serious injury or illness is also used in subsection F). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Intermittent Leave: An intermittent or reduced leave schedule may be taken under certain circumstances. Where the leave is taken because of a birth or placement of a child for adoption or foster care, an employee may take an intermittent or reduced leave schedule only if agreed to by the Township. Where the leave is taken for an employee's own serious health condition or to take care of a sick family member, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

C. Use of Paid Leave

Family and Medical Leave is unpaid except that any employee using leave pursuant to this policy must apply all available vacation leave, sick days or other available paid leave toward this 12-week period prior to using unpaid leave, except that the employee may retain forty (40) hours of accrued vacation time and forty (40) hours of accrued sick time. Some employees may be eligible for short term disability insurance or workers' compensation benefits (See Article XXIII – Disability Benefits). Contact the Accounting Department in this regard.

D. Notice of Leave and Verification of Medical Reason

All employees must give the Township notice of upcoming leave requirements 30 days prior to the date leave is to begin, if possible, and if it is not possible to give such notice, as soon as practicable.

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of their job.

The Township retains the right to request, at its expense, a second opinion by a physician to be designated by the Township. If the first and second opinions conflict, then the Township and the employee shall designate a third physician whose opinion shall be binding. If the employee refuses to take part in the selection process of the third independent physician, the Township selection shall be deemed controlling.

During the leave, employees may be required to provide the Township with subsequent certification every 30 days. The Township shall have the right to request such certification in its sole discretion.

Failure of an employee to provide certification as to the reasons for the leave will result in a denial of the leave. If the employee has already begun the leave, they will be expected to return to work immediately upon the Township informing the employee of their failure to provide acceptable certification. Failure to return to work will result in the termination of the employee's employment. Further, any time away from work which is not authorized by a proper medical certification will be treated as unexcused absences and will subject the employee to all discipline authorized by the Township's attendance policy and/or work rules.

E. Return from Leave

Upon return from any leave covered by this policy, the employee will be restored to the position held by them prior to the leave or to a position equivalent in benefits, pay and other conditions and terms of employment. An employee making use of this policy will not lose any employment benefits which have accrued prior to the leave. However, no seniority, sick time, benefit time, vacation time, holidays, personal time or bonus days will accrue during the period of time covered by the leave, except when the employee is using sick leave, leave for work connected injury or illness, or vacation time and in these instances the accrued provisions of those policies shall control.

The Township requires that a Fitness for Duty Statement be provided by the employee's doctor before the employee may return to work.

F. Health Care Benefits

An employee's health care benefits will be continued by the Township for the entire period of the leave. If the employee fails to return from a leave, the employee will be required to reimburse the Township for the monies expended incident to the purchase of those health care benefits unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition which would entitle the employee to a leave or other circumstances beyond the control of the employee. A medical certification may be required for this exemption to apply and the certificate must be returned in 30 days.

G. Exemption for Highly Paid Key Employees

The Township may deny restoration to a former position to highly compensated employees where the denial is necessary to prevent substantial and grievous economic injury to the Township's operations. Highly compensated employees are those employees who are among the highest paid 10 percent of the Township's employees. The Township will notify such employee of its intent to deny reinstatement on this basis as soon as the Township determines that such injury would occur. If the leave has already begun when such notice is given, and the employee elects not to return to work immediately, the employee gives up all rights to restoration. Whether an employee can be considered a "Key Employee" under the Act shall be controlled and determined by the Act, specifically 29 CFR § 825.216, et. al.

H. Relationship to the Family and Medical Leave Act of 1993:

This policy has been developed to comply with the requirements of the Family and Medical Leave Act of 1993. Should this policy conflict with the Act, the Act shall be deemed controlling. The Township also retains all rights under the Act and regulations even though they may not be incorporated into this policy.

XIV. DEATH LEAVE

A. Definition of Death Leave

Death Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if they were at work, because the reason for the absence is the death of a member of their immediate family or household as described below:

The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature):

- Spouse
- Child
- Parent
- Guardian
- Grandparent
- Brother
- Sister
- Grandchild
- Spouse's Parent
- Spouse's Grandparent
- Brother-in-Law
- Sister-in-Law
- Son-in-Law
- Daughter-in-Law
- Member of the employee's household and residing in their residence at the time of death

The Township may require verification of the death and the family relationship to the employee.

Permission to use death leave must be secured before the death leave is used. Additional time off without pay may be granted by the Township in extenuating circumstances or use of sick leave time may be granted in the Township's discretion.

B. Effect of Death Leave on Sick Leave and Annual Leave Accumulations

Time taken off with pay as death leave shall not be deducted from either the employee's vacation time accumulation or sick leave accumulation.

XV. HOLIDAYS

The Township shall provide employees with 104 hours of holiday pay per year. 4/40 Work Week employees are paid 10 hours holiday pay for each of the following seven holidays on which the Township will be closed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

If one of these holidays falls on a Friday, Saturday or Sunday, the Township will designate an alternative day, Monday or Thursday, on which the holiday will be observed.

After subtracting seventy (70) hours of holiday pay for the above seven (7) holidays, each 4/40 Work Week employee will have thirty-four (34) hours of time to be used as floating holiday hours. Floating holiday hours will be prorated for the calendar year of hire. Floating holiday hours can only be used as paid time off by the employee during the calendar year in which they are provided and only with prior approval from their Department Head or the Department Head's designee. Floating holiday hours cannot be used to receive additional pay in lump sum. Should the floating holiday hours not be used by the employee before the end of the calendar year, they will be forfeited. Holiday pay is paid at the same straight time hourly rate as the employee is paid for the hours in the week in which the holiday is observed.

In the event a department does not adhere to the 4/40 work schedule, holiday pay shall still be granted at a total of 104 hours of pay per year.

Holiday overtime to be paid at double time on the designated day the holiday is observed by the Township, not the actual holiday, dependent on the day the holiday falls.

XVI. JURY DUTY AND COURT APPEARANCE

- A. An employee called for jury duty will continue to receive their regular hourly rate for all hours in jury service, provided that the employee remits the jury service fee to the Township. Employees shall notify their Department Head or the Department Head's designee of any notice of jury duty.

- B. If an employee is subpoenaed to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during the scheduled working hours of such employee, the employee shall be compensated for all time worked. This Section shall be limited only to court appearances and shall not be applicable to an appearance in any arbitration, administrative agency proceeding or other proceeding. The employee shall provide their Department Head or the Department Head's designee with a copy of the subpoena and subpoena fee as soon as possible after receipt of same. The employee shall endorse any check or subpoena fee to the Township. This Article shall be inapplicable to any claim brought by an employee/Union against the Township.

XVII. WORK CONNECTED INJURY OR ILLNESS

A. Reporting and Treatment

Employees shall report all injuries or illnesses arising from their employment to their Department Head immediately. Department Heads shall report all such injuries or illnesses to the Accounting Department immediately, on designated forms.

It is within the legitimate authority of a Department Head to order an employee involved in an on-the-job injury to receive immediate professional medical attention and refusal on any grounds other than religious shall be deemed insubordination. The Township may also require that the employee be examined by a doctor selected and paid for by the Township.

B. Payment of Medical Bills

If the injury or illness is deemed compensable by the Township's Compensation Insurance Company, subject to approval by the Michigan Workers' Compensation Commission, the workers' compensation carrier or plan will pay the related medical bills. If you receive medical bills resulting from the case, they should be sent to the Accounting Department.

C. Payment for Time Off

If the injury or illness is deemed compensable, the employee shall be paid directly by the Township in the following manner:

1. An employee off work due to an injury or illness deemed compensable by the Workers' Compensation Commission or the Township's insurance carrier shall be paid by the Township their regular normal salary at the time injured. Payment of the regular normal salary shall continue until the employee returns to work or has been paid a total of twenty-six (26) weeks normal salary (minus applicable tax withholding), whichever occurs first. Payment will be subject to the following conditions:

a. All normal payroll deductions will be made from each payment issued by the Township.

b. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company, and if such payment has not been returned to the Township, the amount of payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township. An employee shall execute any and all necessary documentation to allow the deduction. Refusal to cooperate may result in forfeiture of this benefit or other action.

- c. No deductions shall be made from the employee's sick leave or vacation accumulations to cover payments from the Township.
 2. An employee unable to return to work within the twenty-six (26) week period described in Section 1 shall no longer receive regular normal salary payments from the Township, nor shall their accrual for vacation, sick leave or other benefits continue. However, the employee may be eligible to receive (66.667%) of normal salary from the following sources:
 - a. Workers' Compensation Insurance - payments made by the Insurance Company under the provisions of the Workers' Compensation Act, shall remain with the employee.
 - b. Social Security - after an employee is disabled for six months (twenty-six weeks) they may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration Office by the employee.
 - c. If payments from Workers' Compensation Insurance and the Social Security Administration do not total (66.667%) of the employee's regular normal salary, the employee should apply to the Township's long term disability benefit provider for long term disability payments. Payments from this long-term disability benefit provider will be (66.667%) of regular normal salary less any amounts received from Workers' Compensation Insurance and Social Security.
- D. Termination of Employment While Disabled From Work-Related Injury

An employee unable to return to work within fifty-two (52) weeks of injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to the review and approval of the Township Supervisor.

 1. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered or sent to the employee.
 2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
 3. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
 4. All employee and dependent insurance coverage shall cease on the date of termination, subject to any rights under COBRA.

E. Death While on Leave for Work-Connected Injury

If an employee dies while disabled under the Workers' Disability Compensation Act, the employee's designated beneficiary shall receive the following:

1. Payment for the face amount of the employee's life insurance policy carried by the Township.
2. Payment in full for accumulated vacation, and full pay for all unused accumulated sick leave as described in Section D above (Termination of Employment While Disabled From Work-Related Injury).

XVIII. LEAVE OF ABSENCE WITHOUT PAY

An unpaid personal leave may be granted subject to the approval of the Township Supervisor. A written request must be provided by the employee at least two (2) weeks preceding the date of leave. Under extraordinary circumstances, this two (2) week notice may be waived.

The Township will attempt to hold your position open for you while you are on personal leave. However, you must understand that the Township cannot and will not promise or guarantee that your position will be open when you return from your personal leave. If your position has been filled while you were on personal leave you will be offered an available position (if any) for which the Township, in its sole judgment, believes you are qualified. If there is no such opening, you will be placed on a hiring list for three (3) months. Should an opening occur in a position for which you are qualified, in the sole judgment of the Township, you will be offered that position. After three (3) months your employment will terminate.

XIX. OUTSIDE EMPLOYMENT DURING A LEAVE OF ABSENCE

An employee shall not engage in gainful employment (except military duty pursuant to Military Leave) during a leave of absence (including absences during sick pay, work connected injury or illness, personal leave, jury duty and death leave) without the prior written permission of the Township Supervisor.

XX. MEDICAL, PRESCRIPTION, DENTAL AND VISION INSURANCE

Section 1 Medical and Prescription

- A. Continue HRA healthcare effective January 1, 2010 through December 31, 2020. The summary of benefit documents for medical, prescription, dental and vision coverage are attached as part of this contract. (see attachment A, B, and C)
1. The Bloomfield Township HRA healthcare plan will include:
 - a. Provision whereby remaining allotted funds in a participant's HRA account at the end of each calendar year will rollover into the next calendar year and be in addition to the annual HRA fund allotment of \$1,500 for individual plan participants or \$3000 for family plan participants.
 - b. This provision will also apply to retirees who have retired under proposed Bloomfield Township HRA healthcare plan.
 2. A provision allowing two Flexible Savings Accounts (see attachment A):
 - a. The optional CIGNA Healthcare Reimbursement accounts for certain healthcare expenses not covered by health benefits plan with a maximum employee contribution of \$2,000 per year and,
 - b. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution of \$5,000 per year.
 - c. Participants may elect either, or both, or neither of these accounts.
 3. A provision whereby participants may choose to opt out of the Bloomfield Township HRA healthcare plan and receive \$500 per year for single plan participant or \$1000 per year for family plan participant, pro-rated each paycheck.
 - a. This provision will also apply to retirees who have retired under the proposed Bloomfield Township HRA healthcare plan.
 4. Healthcare Contribution. Each employee shall make the following contribution toward the cost of his/her healthcare coverage by payroll deduction effective the first pay period of July, 2006.
 - a. \$7.70 per pay period for family plan;

- b. \$3.85 per pay period for individual plan employees;
 - c. If both husband and wife are Township employees, only one contribution of \$7.70 per pay period;
 - d. This section does not apply to employees who are in opt-out status of the Township's HRA Health Care Plan.
- B. Effective January 1, 2021, all employees shall be placed in a Health Savings Account (HSA) plan. The summaries of benefits documents for medical, prescription, dental and vision coverage are attached as part of this Agreement at Attachments A, B, and C the Bloomfield Township HSA healthcare plan will include (see Attachment A):
- 1. Employer contribution to remain at \$1,500 Single / \$3,000 Family annually. If two employees are married and choose to enroll, they must be on the same plan, and will have one Employer contribution.
 - a. New hires will receive prorated HSA funds based on the benefit start date:
 - i. From 1/1 to 3/31 Full Amount
 - ii. From 4/1 to 6/30 75% of allotment
 - iii. From 7/1 to 9/30 50% of allotment
 - iv. From 10/1 to 12/31 25% of allotment
 - 2. Effective 1/1/24, for one-time only, the Township will contribute an additional \$500 Single / \$1,000 Family to every HSA of actives who are enrolled in medical for the 2024 calendar year.
 - 3. If an employee is actively working but nearing Medicare age, they may delay social security and Medicare to continue funding an HSA. Once enrolled in Medicare, even as an active, no new HSA funds are permissible.
 - 4. In the year an active employee (or future pre Medicare retiree) plans to retire and also age into Medicare, the Township's HSA annual funding will be prorated for the number of months the member is enrolled in the HSA program and HSA funding will cease when the individual has effectively enrolled in Medicare.
 - 5. The account is owned by each individual even after they separate from active employment, therefore the individual will pay the monthly fee for maintaining the account (currently \$5.31 but subject to change).

6. IRS Guidelines

- a. The current Flexible Spending Account for Medical will be eliminated.
- a. An additional employee contribution is allowable, optional, pre-tax, and the annual maximum contribution is set and limited by the IRS.
- b. The HRA balances being tracked by Cigna cannot be paid out to employees or be contributed to their new HSA account.
- c. It is the responsibility of those enrolled in the HSA to follow any and all tax rules associated with these accounts
- d. When a retiree reaches age 65 they will be moved to an HRA plan.

7. In addition to converting the existing healthcare plan to a Health Savings Account, the current medical and prescription drug plan will change in the following ways:

- a. The Employer shall provide the Standard 3 Tier prescription drug list with exclusions for certain over-the-counter prescriptions, proton pump inhibitors, and non-sedating antihistamines. The parties recognize that the carrier may change the name of the drug list.
- b. Remove nontraditional benefits from the plan, those being acupuncture, massage, and lifestyle drugs. See Attachment A.
- c. In-network out of pocket maximum (OOPM) is as follows:
 - i. 1/1/21 Single \$3,000 / Family \$6,000
 - ii. 1/1/22 Single \$3,000 / Family \$6,000
 - iii. 1/1/23 Single \$3,000 / Family \$6,000
 - iv. 1/1/24 Single \$4,000 / Family \$8,000
 - v. 1/1/25 Single \$4,000 / Family \$8,000

8. A provision allowing a Dependent Care Flexible Savings Account

- a. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution set by the IRS.

9. Opt out: Effective 1/1/21, active employee opt out payments will increase for employees who choose to not enroll in Township health insurance. Opt out payments will continue to be paid out the same as current practice, which is divided across 26 biweekly pays. The annual opt out amount for Single is \$3,000 and Family is \$6,000. Payments will not be made for any period in which the employee is enrolled in a Bloomfield Township plan. If two employees are married and enrolled on the plan, they are not eligible for the opt-out payment. Employees shall be required to show proof of other group health care coverage that includes every member of the employee's tax family before the employee will be eligible to receive the payments.
10. Healthcare Premium Contribution by employees:
 - a. Increase biweekly (for 24 pays per year) health insurance payroll deduction to the following amounts:
 - i. 1/1/21 Single \$25 / Family \$50
 - ii. 1/1/22 Single \$25 / Family \$50
 - iii. 1/1/23 Single \$25 / Family \$50
 - iv. 1/1/24 Single \$50 / Family \$100
 - v. 1/1/25 Single \$50 / Family \$100
 - b. If two employees are married and choose to enroll, they must choose which person will enroll as a family and the payroll deduction is taken from only one person.
 - c. This section does not apply to employees in the plan year they are opting out of the Township's HSA healthcare plan.
- C. Notwithstanding anything to the contrary as set forth in this Agreement, the Township, at its sole discretion shall have the right to change providers of any and all insurance plans so long as the insurance plans provided by the new provider are equal to or better than the current plans.
- D. All Provisions in section 1 will also apply to current pre Medicare retirees who have retired under the Bloomfield Township HRA healthcare plan with the exception of payroll contributions, which are not charged to retirees. Also, see partial exclusion for pre-Medicare retirees aging into Medicare in 2021 in the retiree section of this agreement.
- E. If, at any time during the term of this Agreement, the Township Board of Trustees fails or refuses, in accordance with MCL 15.568, to exempt the Township from the requirements of Public Act 152 of 2011, for the next medical benefit plan coverage year, all Township employees who are enrolled in the Township provided health insurance plan shall receive equal per pay installments in an amount equal to the annual cost of the provided health insurance plan over the established hard-cap for

the particular medical benefit plan coverage year; or, if the Township Board elects to require employees to pay 20% of the annual premium, then employees shall receive equal per pay installments in the amount equal to 20% of the annual premium of provided health insurance. Such payments shall be made in the equal per pay installments for that particular medical benefit plan coverage year. Such payments shall not be included in the employees' base wages, and shall have no impact on any other economic benefits, including, but not limited to, longevity pay or pension benefits. As an example, if the Township Board of Trustees fails to exempt the Township from the requirements of Public Act 152 of 2011, for the 2023 medical benefit plan coverage year, and the overall annual cost of provided health insurance is \$4000 over the established hard-cap for the 2023 medical benefit plan coverage year (assuming a family insurance plan), then each employee of the Township will shall be paid \$4000 in equal per pay installments during 2023.

F. Dependents for Medical and Prescription Benefits:

1. Dependents are defined as:
 - a. Your lawful spouse;
 - b. Any child of yours who is less than 26 years old; or
 - c. 26 or more years old, unmarried, and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage. Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.
2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.
3. Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.
4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.

6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

G. Dependents for Dental and Vision benefits

1. Dependents are defined as:

- a. Your lawful spouse;
- b. Any child of yours who is less than 23 years old; or
- c. Student status is required for children between the ages of 19 and 23 annually. The proof needs to be legible, include the dependents name, the name of the school they are attending and displaying the number of credits they are taking and what semester they are in at the time. Twelve credits is considered full time. We do ask for this information every September.

2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.
3. Benefits for a Dependent child will continue until the day they turn 23.
4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

Section 2 Retiree Healthcare

- A. The parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(F) and (G), above) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(F) and (G), above), for the remainder of their respective lives (known as “Retiree Health Care for Life”). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020

to March 31, 2026 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2026 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(F) and (G), above) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, 2025 and 2026 and as set forth in Article XX: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2026, will be the same plan that is in place for active employees on January 1, 2026. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XX Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This “Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XX Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XL– Termination.

- B. Current pre-Medicare retirees are exempt from moving to a HSA plan only if they are aging into Medicare within 12 months following the January 2021 implementation. Aside from converting to a HSA, all other plan features as listed in Section 1 of this Agreement will also apply to these retirees. Contributions are not considered a plan feature.
- C. When a benefit eligible retiree, spouse, or dependent reach Medicare age, the Township’s healthcare plan becomes secondary to Medicare and the retiree (or spouse/dependent) must enroll in Medicare Parts A & B at their own expense.
- D. Once a pre-Medicare retiree (or spouse/dependent) age into Medicare, the HSA will convert to a HRA. Any HSA funds accumulated are member owned and may be used to address future healthcare costs. However, no new HSA funds will be permissible once retired with Medicare. Therefore, the plan will transition to a HRA with prorated funding in the year the retiree ages into Medicare. The amount of future Medicare HRA funding will match the amount of annual HSA funds provided by the Township prior to Medicare age.

- E. Subject to the conditions and limitations set forth in Sections 2F and 2G below, the healthcare plan will apply to an eligible employee (spouse and other dependents), who has retired on or after his/her normal retirement date.
- F. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage if hired prior to April 1, 1999.
 - 1. If you retire at age 55 or older and are in active service on your retirement date, then you qualify for retiree health insurance coverage as long as you have satisfied the minimum requirements to retire as defined in the Township Defined Benefit Pension Plan.
 - 2. If you retire between age 52 and 55 and are in active service on your retirement date, you will still qualify to receive health insurance; including medical, prescription, dental and vision coverage, if you meet the following criteria:
 - a. If you have 25 or more years of service when your active service ends you will qualify for health insurance; including medical, prescription, dental and vision coverage, on your normal retirement date. Employees with 30 years or more of service who are eligible to retire qualify for retiree health insurance, including medical, prescriptions, dental and vision, regardless of their age.
 - b. Employees who retire between age 52 and 55 with fewer than 25 years of service may receive health insurance, including medical, prescription, dental and vision coverage, by making the required co-payments based upon years of service. All co- payments will stop on the first day of the month following the employees attaining age 55.

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

- c. Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium

before experience adjustments. Years of Service will be credited in full years only; No pro-ration, no rounding. If you have less than 15 years of service when your active service ends you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage reinstated at your normal retirement date.

3. If you retire or your active service ends for any other reason prior to your normal retirement you will still qualify to receive retiree health insurance coverage, including medical, prescription, dental, and vision, if you meet the following criteria:
 - a. If you have 25 or more years of service when your active service ends, you will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, on your normal retirement date.
 - b. If you have between 15 and 25 years of service when your active service ends you will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, by making the same co-payments as those required of individuals retiring between age 52 and age 55 with fewer than 25 years of service. Your health insurance, including medical, prescription, dental, and vision, will reinstate at your normal retirement date, however, your co-payment will not end at age 55.
 - c. If you have fewer than 15 years of service when your active service ends, you do not qualify to have your health insurance reinstated, including medical, prescription, dental, and vision.

NOTE: If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage, reinstatement of your Township policy will be delayed until such time as the other insurance is no longer available to you.

- G. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage, if hired after March 31, 1999.
 1. If you have 25 or more years of service and you retire on or after your normal retirement date, you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on your retirement date.
 2. If you have 25 or more years of service and your active service ends for any reason prior to your normal retirement date, you will be provided retiree health insurance; including medical, prescription, dental and vision coverage

beginning your normal retirement date. If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.

3. If you have between 15 and 25 years of service and you retire on or after your normal retirement date, you will be provided retiree health insurance; including medical, prescription, dental and vision coverage so long as you make co-payments of premium based on the following schedule:

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

4. Years of service shall be based from date of hire to date of termination. Copayments will be based on the Township's estimated premium before experience adjustments. Years of service will be credited in full years only; no pro-ration, no rounding. Copayments will not end at age 55.
5. If you have between 15 and 25 years of service and your active service ends for any reason prior to your normal retirement date you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on your normal retirement date provided you make premium co-payments per the above schedule. If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.
6. If you have less than 15 years of service when your active service ends, you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage, reinstated.

- H. Termination of Insurance for Spouse/Dependents of Deceased Retirees
1. If you are retired and covered by Bloomfield Township medical, prescription, dental and optical insurance when you die, your Spouse if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the spouse, medical benefits shall then be coordinated according to the rules of coordination.
 - a. If you are retired and insured with medical, prescription, dental and optical insurance when you die, any dependent if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the dependent, medical benefits shall be coordinated according to the rules of coordination or until the date that the dependent ceases to qualify as a dependent for a reason other than lack of primary support by you.
- I. Retiree Healthcare for employees hired after May 1, 2011 provided through a Retirement Health Savings Plan (RHS) program whereby: (see Attachment D)
1. The Employer's annual contribution to each individual account shall be:
 - a. 0-5 years - \$3,000
 - b. 5-15 years - \$4,500
 - c. 15 years or more - \$6,000
 - d. All active employees' prior years of service will count toward future contribution amounts; there will be no retroactive contributions.
 2. Employee makes annual contribution of 3% of gross earnings while employed by the Township.
 3. Immediate vesting of Employee contributions.
 4. Three (3) year vesting for Employer contributions, after three (3) years from hire date entire account is 100% vested going forward.
 - a. Effective April 1, 2020, the vesting schedule for new hires shall be:
 - i. 3 years – 25%
 - ii. 5 years – 50%
 - iii. 7 years – 100%

5. RHS is portable and employees and dependents are eligible to utilize account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement.

Section 3 Dental

- A. Dental Plan benefits are in accordance with the attached Dental Plan Summary of Benefits. (see attachment C)
- B. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Dental Plan effective January 1, 2010.

Section 4 Vision

- A. Vision Plan Benefits are in accordance with the attached Vision Plan Summary of Benefits. (see attachment B)
- B. Lasik/Lasec: one Lasik/Lasec procedure per participant to be reimbursed by the Township. \$500.00 maximum.
- C. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Vision Plan effective January 1, 2010.

XXI. RETIREMENT PLANS

A. Defined Benefit Plan General Eligibility

Employees Normal Retirement Date, for benefit eligibility and vesting purposes, shall be the day on which they attain age 52 and have completed 8 years of Service, or the date they complete 30 years of Service.

B. Defined Benefit Plan Summary (See Attachment E)

1. During the period of this Agreement, the terms of the existing pension program, a copy of the master pension plan being on file in the Township, shall continue in effect, with an amendment that beginning June 1, 2005 in computing a retiring employee's yearly retirement income, 2.85% will be applied to that employee's Final Average Compensation (FAC).
2. Employees will have 2.85% of their Final Earnings multiplied by the number of years of Credited Service.
3. Employee's contribution portion of the pension program shall be two percent (2%) of base wages and longevity.
4. Final Average Compensation (FAC) shall be the highest average Rate of Earnings as of any three consecutive Earnings Computation Periods (May 1's) during the last ten years before your Retirement Date; or if Service ceases more than three years before Normal Retirement Date, the term Final Earnings means the average Rate of Earnings as of the last three May 1's before service ceases.
5. Effective June 1, 2005 yearly retirement income shall not exceed 90% of Final Average Compensation (FAC) for any person retiring on or after June 1, 2005.

C. Retiree Cost of Living Allocation (C.O.L.A.) - Defined Benefit Plan

Employees who retire during the term of this agreement shall receive an annual cost of living allowance (C.O.L.A.) to their pension of 1% (one percent) per year, each January 1st, and compounded annually to their pension benefit.

D. Death Benefits Before Retirement Date

1. The current pension plan document allows for a pre-retirement death benefit for vested employees who are working for the Charter Township of Bloomfield on the date of their death as summarized below:

- a. Participant's Spouse (Married Participants) or Contingent Pensioner (Single Participants) will receive 50% of their retirement income based on years of credited service to their date of death. However, this benefit will be reduced if the participant's spouse or contingent pensioner is more than ten years younger than the participant. (The reduction is consistent with the current contract requirements contained in the Defined Benefit Plan document dated January 1, 2013).
- b. If you die as an active employee and had met the requirements for early, normal or late retirement, your spouse will receive 100% of your retirement income you would have received on your date of death, reduced by actuarial factors which consider, among other things, your age and the age of your spouse.
- c. The pre-retirement death benefit payments will start the first day of the month following the participant's death. When the deceased participant's spouse or contingent pensioner dies, the beneficiary will receive the remainder, if any, of the participant's required contributions with interest.
- d. Your Spouse is eligible for this benefit only if you were eligible for an early retirement benefit at the time of your death and if your termination of employment had not occurred.
- e. For non-vested participants, the plan remains the same.
- f. This provision does not apply to past vested, separated participants.

E. Defined Contribution Plan (See Attachment F)

1. Employees hired on or after June 1, 2005 shall only be eligible to participate in the Township's Defined Contribution Retirement Plan and shall not be eligible to participate in the Township's Defined Benefit Plan.
 - g. Investment in 401 (a) Plan.
 - h. Employer contribution of 10% of base pay per year.
 - i. Employee contribution of 0% of base pay per year.
 - j. Employees hired before April 1, 2020 have vesting in Employer contributions at 100% after 3 years from enrollment date. Employees hired on or after April 1, 2020 have the following vesting schedule for employer contributions:

3 years	25%
5 years	50%
7 years	100%

- a. Employee ownership of assets in individual portfolio after vesting.
- b. Employee directed investments with education, counseling and advice from independent third-party plan consultants, at no direct cost to employee.
- c. Employee's portfolio is completely portable in Employer contributions upon separation of employment from the Township if vested at time of separation.

Employees who participate in the Defined Contribution Plan shall be eligible, if otherwise qualified, to receive disability insurance coverage (both duty related (workers compensation) and non-duty related) until they reach age sixty-five (65) or are eligible to receive social security benefits.

XXII. LIFE INSURANCE

- A. The Employer shall provide Life Insurance, inclusive of survivor's benefits, in the face amount of \$50,000.00 with double indemnity for qualified employees as provided in the contract between the Employer and Insurance Carrier. (See Attachment G)

- B. The amount of life insurance will be adjusted to \$8,000 following the earlier of:
 - 1. Your 70th birthday or
 - 2. Your date of retirement

- C. The Employer shall also provide dependent's life insurance in the face amount of \$10,000.00 for the spouse of qualified employees; in the face amount of \$5,000.00 for each child between six (6) months and nineteen (19) years of age; and \$1,000.00 for a child between fifteen (15) days and six (6) months of age.

- D. The Employer shall also provide Accidental Death and Dismemberment policy in the amount of \$25,000 for employees.

XXIII. DISABILITY BENEFITS

A. Disability Benefits - Short and Long Term (See Attachment H)

1. The Township will provide short term disability benefits, after accrued sick bank and vacation bank have been depleted down to 40 hours each. The short-term disability benefits will be 70% of an employee's weekly basic earnings to a maximum benefit of \$1,000 per week for a maximum period of 26 weeks.
 - a. The benefit includes an elimination period. The elimination period is the later of:
 - (1) The date the injury occurs for disability due to an injury; or
 - (2) 7 days for disability due to a sickness; or
 - (3) The date your accumulated sick leave payments end, if applicable.
 - b. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan or may have limited coverage under this plan.
 - c. Additional benefit details are provided in the certificate of coverage provided by the disability insurance carrier.
2. The Township will provide long term disability coverage. The long-term disability benefits will be 66.6667% of an employee's monthly basic earnings up to \$4,000 a month.
 - a. The benefit includes an elimination period. The elimination period is the later of:
 - (1) 180 days; or
 - (2) The date your accumulated sick leave or insured short term disability or paid time off (PTO) payments end, if applicable.
 - b. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under or may have limited coverage under this plan.
3. Additional benefit details are provided in the certificate of coverage provided by the disability insurance carrier.

B. Non-Duty Disability

1. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
2. If an employee has not been separated under Section B-1 above, and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township Service. Separation is subject to the review of the Township Supervisor.

XXIV. WORK HOURS AND OVERTIME

A. Work Hours

1. The regular and normal workweek shall generally consist of a four (4) 10-hour days, forty (40) hour week Monday through Thursday. Employees will be provided with a one (1) hour lunch break, 30 (thirty) minutes of which will be paid. In recognition of the operating needs of the Township, the Department Head shall have the right to determine individual schedules of employment and shall have the right to reduce work schedules as necessary to accomplish Township goals and needs. The Department Head also has the right to require employees to work over forty (40) hours in a week when necessary to meet Township obligations.
2. The starting times and ending times of shifts shall be determined by the Department Head and may be changed as necessary upon notice to the Union.
3. Employees are eligible for two (2) ten (10) minute “rest periods” each full workday. In no case shall either rest period extend for more than ten (10) minutes. In no case shall the two (2) rest periods be taken consecutively but rather one (1) shall be taken before the lunch period and one (1) after lunch period. A rest period shall not be taken within the first one and one-half (1 ½) hours after starting work, or within the last one and one-half (1 ½) hours prior to quitting time. Nor shall a rest period be taken within one (1) hour before or after the lunch period Rest periods are to be taken on the job site. Rest periods cannot be combined or utilized to shorten the workday. A missed rest period cannot be made up during the workday or work week.

B. Overtime

1. Any employee who is required to work outside of his/her regularly scheduled shift shall be paid per hour of such overtime at the rate of time and one-half.
2. Any employee working beyond 16 hours in any one shift shall be paid per hour of such overtime at the rate of double time beginning with the 17th hour.
3. Any employee who is required to work on Sundays or holidays shall be paid per hour of such overtime at the rate of double time. Holiday overtime to be paid at double time on the designated day the holiday is observed by the Township, not the actual holiday, dependent on the day the holiday falls.

4. During certain emergency events DPW employees will be called on to staff equipment, do manual labor, oversee work being performed, or other assignments as deemed necessary. This shall include snow removal, storm damage cleanup, water main breaks, sewer repairs and so on.
 - a. DPW staff will be asked to perform the duties as deemed necessary. If there is not enough staff to perform the work after asking, the DPW staff will be directed to perform the necessary duties.
 - b. If not on duty at the time, DPW staff will be contacted at the 24-hour phone number that they have provided and asked to perform the duties as deemed necessary. If there is not enough staff to perform the work after asking, the DPW staff will be directed to perform the necessary duties. A second call will be made to the 24-hour phone number as provided and the DPW staff will be directed to perform the necessary duties. If the employee fails to answer or respond within 45 minutes to the phone call, this will be deemed insubordination and dealt with through progressive disciplinary action, up to and including discharge. The 45-minute call-back requirement does not apply to an employee who is on an approved leave.
 - c. If necessary to direct DPW staff to perform the duties as deemed necessary, it will be done in reverse seniority order. The person with the least seniority will be directed first and so on until the proper staffing level is attained.
5. Employees who are called, texted, or emailed when they are not scheduled to work and have to conduct Bloomfield Township business, shall be paid one and one half (1 1/2) times their regular rate of pay, Monday through Saturday. If it occurs on a Sunday or a holiday, the rate will be double time. This does not include overtime call-in requests.

C. Call In

1. Any employee called into work outside of his/her regular scheduled shift shall be paid at the rate of time and one-half for a minimum of three (3) hours of work per call in Monday through Saturday and a minimum three (3) hours of work at the rate of double time on Sundays and holidays.

XXV. VEHICLES

- A. An employee assigned as a Water and Sewer Foreman, Road Foreman, Fleet/Facility Manager, and Grounds Foreman shall be assigned a Township vehicle to be driven home and to be used to go to and from the work site at no cost to the employee.

- B. An employee assigned as the Communications Supervisor shall have as part of their compensation, a Township vehicle that they may use for their own personal use and enjoyment outside of working hours. Payroll taxes will be withheld from the employee as required by the IRS. If this position is vacated, the employee who is appointed as the replacement shall be covered under the same vehicle provision as the other bargaining unit members.

- C. Employees who are authorized in advance to use their personal vehicles for Township business shall be reimbursed for each mile driven on Township business. The reimbursement shall be at the rate of mileage established by the Internal Revenue Service.

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XXVI. CELL PHONES

Each employee shall be assigned a Township provided cell phone with all expenses paid by the Township. Personal use of the cell phone is allowed at no cost to the employee.

XXVII. NECESSARY EQUIPMENT/TOOLS

The Township will provide, at no cost to the employee, the necessary tools and equipment to perform the work required whether at the office or away at a remote location.

In addition, employees will receive an equipment allowance to be paid annually the first pay of July, with the annual amounts to be:

July 2020	- \$300
July 2021	- \$600
July 2022	- \$600
July 2023	- \$600
July 2024	- \$600
July 2025	- \$300

**XXVIII. LICENSES, CERTIFICATIONS, TRAINING/EDUCATION,
PROFESSIONAL ASSOCIATIONS**

- A. Employees may be required to secure and maintain licenses and certifications to do their required duties. These requirements may be required by the Township, the County, the State of Michigan or the Federal government. All licenses and certificates are to be paid by the Township as well as any required training/education to maintain these licenses and certifications.
- B. Training and education is important to the Township so that best management practices and the most well trained employees are employed. The required costs for registration, travel, housing and food will be borne by the Township to any approved training and education.
- C. Professional Associations that employees belong to for their profession will be paid for by the Township. This will include, all registrations and special dues as required.

XXIX. LONGEVITY

Regular full-time employees hired prior to April 1, 2009 are eligible for longevity pay. Any employees hired after April 1, 2009 are not eligible for longevity pay. Longevity pay is paid based upon your base salary and is calculated in accordance with the following schedule:

Five years of full time service	= 2% of base salary
Ten years of full time service	= 4% of base salary
Fifteen years of full time service	= 6% of base salary
Twenty years of full time service	= 8% of base salary
Twenty-five years of full time service	= 10% of base salary

Longevity pay will be paid the last paycheck in November each year. In order to qualify for longevity pay, you must have five (5) years of service as of December 1st and you must be on the Township payroll on November 30 of that year.

In order to receive a full longevity service increment payment, an employee must have accrued a full twelve months' of longevity service time from December 1 through November 30 of the applicable one year period. An employee shall accrue longevity service time only if they meet the following criteria:

1. The employee is on active duty for the current year (December 1 to November 30) receiving bi-weekly pay checks from the Township.
2. The employee is receiving service-related disability (worker's compensation) checks from the Township (not from a worker's compensation insurance carrier or disability insurance carrier) but only for the first twenty-six (26) week period of the service-related disability.
3. The employee is on sick leave and has not yet exhausted their sick leave bank.

Employees who do not have a full twelve (12) months of service time during the applicable twelve (12) month period (December 1 through November 30), but are still employed by the Township and are otherwise eligible for longevity pay, shall have their longevity pay payment prorated based on the amount of service time credited to the employee from December 1 through November 30 as determined by the criteria set forth above.

Employees who retire directly from Township employment will have their longevity pay pro-rated for the year in which they retire. An employee who quits, is terminated or otherwise leaves employment with the Township (except retirement) on or prior to November 30th is not eligible for longevity pay. An employee who receives a longevity pay payment, but quits employment with the Township on or before November 30, shall have the longevity pay payment deducted from his final paycheck or from other funds due the employee. Employees are required to execute any necessary documentation to allow this deduction. This rare circumstance can only be overridden with approval from the Township Supervisor.

XXX. WAGES

- A. Wages will be paid in accordance with the Wage Schedule in APPENDIX A. The wage schedule includes annual wage increases as follows:

April 1, 2020 – 2.5%
April 1, 2021 – 2.0%
April 1, 2022 – 2.5%
April 1, 2023 – 2.0%
April 1, 2024 – 2.75%
April 1, 2025 – 2.75%

XXXI. NO-STRIKE/NO-LOCKOUT CLAUSE

- A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Township of any kind for any reason, including a labor dispute between the Township and any other labor organization.

- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Township by notifying the employees and the public, in writing, that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who instigate, participate in or give leadership to any of these acts.

- C. During the life of this Agreement, the Township shall not lockout any employees as a result of a labor dispute.

XXXII. SUBCONTRACTING

The Township has the sole right and discretion to subcontract work presently being performed by the bargaining unit. In the event the Township, in its sole discretion decides to subcontract some or all of the bargaining unit work, it shall provide the Union with a minimum 60-day notice of such intent to subcontract. Additionally, the Township, if requested by the Union, shall be obligated to bargain with the Union over the impact of such decision to subcontract. The obligation to bargain shall in no way apply to the Township's decision to subcontract, only the impact of outsourcing.

XXXIII. TUITION REIMBURSEMENT POLICY

The tuition reimbursement plan is intended to encourage full time employees to improve their job skills by pursuing courses of study related to their position within the Township or to a position it could be reasonably assumed they may be promoted.

Once you have successfully completed your probationary period of employment the Township may assist your education improvement by reimbursing some or all of the cost of your tuition. Requests for reimbursement must be recommended by your department head to the Township Supervisor for approval.

- A. An employee may be eligible for reimbursement subject to the following conditions:
1. Reimbursement will be approved only for course work that is directly related to an employee's present job or directly related to a promotional position.
 2. Reimbursement shall be made only for course work completed at accredited colleges and universities or vocational, technical or trade schools.
 3. Reimbursement shall be limited to \$1,500.00 per participant per fiscal year. The last day of the semester during which the class is taken shall determine the fiscal year against which the tuition payment is credited.
 4. Reimbursement for tuition, registration, lab fees and required textbooks shall be made according to the following schedule upon submission of an official school transcript:

100% for courses completed with a "B" (3.0) or better or its equivalent
75% for courses completed with a "C" (2.0-2.99) or equivalent
0% for courses with a grade less than "C" (2.0)
100% for Pass in classes graded Pass/Fail; 0% for Fail
 5. The employee shall attend classes on his/her own time and without compensation from the Township.
 6. Any unusual or special circumstances or conditions not referred to above must be clarified with your department head and approved by the Township Supervisor prior to enrollment.

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7. Employees who voluntarily terminate their employment must reimburse the Township for all payments made to them for any semester that began within the two years prior to their termination date. A “Tuition Reimbursement Waiver Form” agreeing to this provision must be signed before reimbursement is made.
8. Continuation of this program shall be the sole option of the Township Board.

XXXIV. PAY PERIOD

Employees will be paid on a biweekly basis, every other Wednesday. If Wednesday is a holiday, you will be paid on either Tuesday or Thursday that week. The biweekly pay period is for fourteen days beginning on Saturday and ending on a Friday.

Employees must be paid by direct deposit. Your deposit(s) will be made to your account(s) by Wednesday of the pay week. Employees will be able to view, save, or print their paystub from a secure web portal. If you feel there is an error in your pay, or if there is anything about your pay which you do not understand, please contact your supervisor or the Accounting Department.

By law, the Township is required to deduct, where applicable, Federal, and State and local withholding taxes, Social Security and Medicare taxes, and garnishments and court ordered child support from an employee's pay. The Township may also deduct the employee pension contribution, the employee health care plan contribution, and other various deductions where applicable.

Shortly after the end of the year, a W-2 will be available from a secure web portal. The Township reserves the right to increase withholding amounts from an employee's pay as necessary to catch up any payments that might be due as the result of an employee receiving reduced or no pay for any reason for one or more pay periods. The Township may also delay enrollment into any of the optional or voluntary plans offered until such time as the employee begins to again receive pay from the Township.

XXXV. NEW MEMBER ORIENTATION

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees in the collective bargaining unit. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within thirty (30) days of the employee's successful completion of the employee's probationary period; or an agreed upon time between Management and the Union. The orientation shall be during working hours at a time agreed by the employee's immediate supervisor, not to exceed one (1) hour in duration. The Union member and new employee shall be afforded time during regular working hours, without loss of pay, for the opportunity to meet and hold such orientation.

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XXXVI. DRIVER'S LICENSE

Employees in this Union are required to possess and maintain the appropriate valid Michigan Commercial Driver's License in order to drive the Township vehicles. The Township will pay the cost of any license, as well as mandated or Township-imposed requirement for medical testing. The Communications Supervisor shall only be required to maintain a valid Michigan Driver's License.

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XXXVII. NEW CLASSIFICATIONS

When any position not listed on the salary schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

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XXXVIII. SAVINGS AND SEPARABILITY

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

XXXIX. UNIFORMS

The Township will provide, at no cost to the employee, the necessary articles of clothing or personal protective equipment to perform the work required.

The Township will purchase the following items for each full-time employee upon hire:

- 4 daily changes of rental laundry uniforms per week
- 1 light weight jacket or equivalent
- 1 winter polar jacket
- 1 pair of ANSI-approved safety shoes
- 1 hard hat
- 1 pair of safety glasses
- 1 set of rain gear to include a coat and pants
- 1 pair of winter coveralls or bibs

The following items will be purchased by the Township for each full-time employee on an annual basis in the fall of the year:

- 1 light weight jacket or equivalent
- 1 pair of ANSI-approved safety shoes

All other items, which are part of the initial issue, will be replaced as needed.

Uniforms shall be inspected daily for appearance including:

- All personnel shall report to work in the Township uniform.
- Uniforms shall be clean and neat in appearance.

Yearly Self-Inspection: A self-inspection will be held in April of each year on all items of Township issue. A form will be distributed and filled out by the employee to indicate the need for replacement items. Any items, which an employee has either lost or abused, must be replaced at the employee's expense.

Items to be returned at termination of employment: Upon terminating employment with the Township the individual shall return to the Department, all issued clothing with the exception of the boots. Any items not returned will result in a deduction from the individual's final check for an amount equal to the items present replacement value.

Use of uniforms: All uniforms items, as listed above, shall be used in conjunction with Township activities. The uniforms and equipment are not to be used for work which is not related to official Township activities.

XL. TERMINATION

This Agreement shall be effective and shall be in full force and effect on April 1, 2020. This Agreement shall remain in full force and effect until March 31, 2026. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding sentence.

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demand or proposals on any matters, whether discussed during the negotiations which led to this Agreement, are hereby waived by the Township and the Union for the term of this Agreement.

However, the parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(F) and (G), in Article XX Medical, Prescription, Dental and Vision Insurance) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(F) and (G), in Article XX Medical, Prescription, Dental and Vision Insurance), for the remainder of their respective lives (known as “Retiree Health Care for Life”). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2026 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(F) and (G), in Article XX Medical, Prescription, Dental and Vision Insurance) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, 2025 and 2026 and as set forth in Article XX: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2026, will be the same plan that is in place for active employees on January 1, 2026. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XX Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This

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“Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XX Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XX Medical, Prescription, Dental and Vision Insurance, Section 2, Retiree Healthcare.

**FOR THE UNION
GELC DPW Foreman and Supervisors**

By: *James J. O'Connell* *Per*

By: *[Signature]*

By: *David Craig*

By: _____

**FOR THE EMPLOYER
BLOOMFIELD TOWNSHIP**

By: *[Signature]*
Supervisor

By: *[Signature]*
Treasurer

By: *Jan Romule*
Clerk

By: _____

APPENDIX A – WAGE SCHEDULE

Classification	Level 1	Level 2	Level 3
<u>Communications Supervisor</u>			
4/18/2020	80,915.32	83,419.87	85,999.74
4/1/2021	82,533.63	85,088.27	87,719.73
4/1/2022	84,596.97	87,215.48	89,912.72
4/1/2023	86,288.91	88,959.79	91,710.97
4/1/2024	88,661.86	91,406.18	94,233.02
4/1/2025	91,100.06	93,919.85	96,824.43
<u>Water & Sewer Foreman</u>			
4/18/2020	76,155.59	80,016.29	83,875.83
4/1/2021	77,678.70	81,616.62	85,553.35
4/1/2022	79,620.67	83,657.04	87,692.18
4/1/2023	81,213.08	85,330.18	89,446.02
4/1/2024	83,446.44	87,676.76	91,905.79
4/1/2025	85,741.22	90,087.87	94,433.20
<u>Road Foreman</u>			
4/18/2020	76,155.59	80,016.29	83,875.83
4/1/2021	77,678.70	81,616.62	85,553.35
4/1/2022	79,620.67	83,657.04	87,692.18
4/1/2023	81,213.08	85,330.18	89,446.02
4/1/2024	83,446.44	87,676.76	91,905.79
4/1/2025	85,741.22	90,087.87	94,433.20
<u>Grounds Foreman</u>			
4/18/2020	76,155.59	80,016.29	83,875.83
4/1/2021	77,678.70	81,616.62	85,553.35
4/1/2022	79,620.67	83,657.04	87,692.18
4/1/2023	81,213.08	85,330.18	89,446.02
4/1/2024	83,446.44	87,676.76	91,905.79
4/1/2025	85,741.22	90,087.87	94,433.20

April 1, 2020 to March 31, 2026
Signature Copy

Motor Pool Foreman

4/18/2020	76,155.59	80,016.29	83,875.83
4/1/2021	77,678.70	81,616.62	85,553.35
4/1/2022	79,620.67	83,657.04	87,692.18
4/1/2023	81,213.08	85,330.18	89,446.02
4/1/2024	83,446.44	87,676.76	91,905.79
4/1/2025	85,741.22	90,087.87	94,433.20

Fleet & Facility Manager

4/18/2020	76,155.59	80,016.29	83,875.83
4/1/2021	77,678.70	81,616.62	85,553.35
4/1/2022	79,620.67	83,657.04	87,692.18
4/1/2023	81,213.08	85,330.18	89,446.02
4/1/2024	83,446.44	87,676.76	91,905.79
4/1/2025	85,741.22	90,087.87	94,433.20