AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF NORTHVILLE

AND

MICHIGAN COUNCIL 25 – AFSCME, AFL-CIO

JANUARY 1, 2020 - DECEMBER 31, 2022

TABLE OF CONTENTS

ARTICLE 1	PURPOSE AND INTENT	Page 1
ARTICLE 2	RECOGNITION	1
2.1	Collective Bargaining Unit	1
2.2	Other Agreements	2
ARTICLE 3	EQUAL RIGHTS	2
ARTICLE 4	UNION RIGHTS	2
4.2	Grievance Committee	3
4.3	Special Conferences	3
4.4	Notification of Employer Union Representatives	3
4.5	Negotiation Committee	4
4.6	Union Activities	4
4.7	Personnel File	4
4.8	Union Bulletin Board	4
4.9	Job Descriptions	5
4.10	Orientation	5
ARTICLE 5	DUES CHECKOFF	6
5.1	Dues Checkoff	6
5.2	Indemnification	6
5.3	Dues Remittance	7
5.4	Termination of Payroll Deduction	7
ARTICLE 6	UNION SECURITY	8
6.1	Agency Shop	8
6.2	Union Membership	9
6.3	PEOPLE Checkoff	9
ARTICLE 7	HOURS OF WORK	10
7.1	Payroll Period	10
7.2	Workweek	10

7.3		10
7.4	Work Schedule	10
7.5	Flexible Hours	11
7.6	Lunch Hour	11
ARTICLE 8	OVERTIME	11
8.4	Compensatory Time	12
ARTICLE 9	TOWNSHIP POLICIES AND PROCEDURES	13
ARTICLE 10	SENIORITY	13
10.1	Seniority Definition	13
10.2	Probationary Period	13
10.3	Part-Time Probationary Period	14
10.4	Pro Rata Benefits	14
10.5	Seniority and Benefit Accumulation	15
10.6	Temporary Assignment	15
10.7	Temporary Employees	15
10.8	Transfers to Non-Bargaining Unit Position	16
10.9	Promotions and New Positions	16
10.10	Position Upgrade	17
10.11	Seniority List	17
ARTICLE 11	LAYOFF AND RECALL	18
11.1	Notification of Layoff	18
11.2	Layoffs	18
11.3	Recall	18
11.4	Notification of Recall	19
ARTICLE 12	GRIEVANCE PROCEDURE	19
12.7	Arbitrator's Power	22
12.8	Fees and Expenses at Arbitration	23
ARTICLE 13	MANAGEMENT RIGHTS	24

ARTICLE 14	DISCIPLINARY PROCEDURE	27
ARTICLE 15	SICK LEAVE	28
ARTICLE 16	FUNERAL LEAVE	30
ARTICLE 17	PERSONAL LEAVE	32
ARTICLE 18	VACATION LEAVE	33
	Primary Vacations	35
	Secondary Vacations	35
ARTICLE 19	HOLIDAYS	35
ARTICLE 20	REIMBURSEMENT OF EDUCATION EXPENSES	37
ARTICLE 21	HEALTH INSURANCE	38
21.2	Duplicate Health Insurance Coverage	39
ARTICLE 22	INSURANCE	41
22.1	Dental	41
22.2	Life Insurance	41
22.3	Worker's Compensation	41
22.4	Short Term Disability	41
	Long Term Disability	42
22.5	Optical coverage	42
ARTICLE 23	PENSION AND RETIREMENT	43
ARTICLE 24	WAGE SCALE	43
24.1	Classifications	43
ARTICLE 25	JURY DUTY	44
ARTICLE 26	TRAVEL EXPENSE REIMBURSEMENT	45
ARTICLE 27	FAMILY LEAVE	45
ARTICLE 28	SCOPE OF AGREEMENT	46
ARTICLE 29	SEVERIBILITY SAVINGS	47
ARTICLE 30	NO STRIKE – NO LOCKOUT	47
ARTICLE 31	TERMINATION OF AGREEMENT	48

ARTICLE 1 PURPOSE AND INTENT

1.1 This Agreement is made and entered into by and between the CHARTER TOWNSHIP OF NORTHVILLE, Wayne County, Michigan, (hereinafter referred to as the 'EMPLOYER") and the AFSCME Local 1410 Michigan Council 25, AFL-CIO (hereinafter referred to as the "UNION").

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township and employees in the Bargaining Unit covered by this Agreement.

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 community.

ARTICLE 2 RECOGNITION

2.1 <u>Collective Bargaining Unit</u>. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the AFSCME Local 1410 Michigan Council 25, AFL-CIO as the exclusive Bargaining Agent for the purposes of Collective Bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees in the following described unit:

All full-time and part-time clerical employees. But excluding all seasonal temporary part-time employees, all supervisors by MERC definition, and all

other employees in the Charter Township of Northville.

Part-time employees shall not be used to undermine the bargaining unit or

the Union.

2.2 Other Agreements. In view of the recognition herein granted to the Union,

the Employer hereby agrees not to enter into any Agreement with any other

labor organization with respect to employees included in the Collective

Bargaining Unit described herein.

ARTICLE 3
EQUAL RIGHTS

3.1 The Union agrees that, in the membership and conduct of its organization,

the Union shall comply with all applicable federal and state statutes

prohibiting discrimination and will represent all employees of the Bargaining

Unit equally.

3.2 The Employer agrees to continue its policy of complying with all applicable

federal and state statutes prohibiting discrimination against any employee

of the Bargaining Unit.

ARTICLE 4
UNION RIGHTS

4.1 The Union and its members shall have such rights as provided by the

ordinance of the Township of Northville, the statutes of Michigan and the

January 1, 2020 – December 31, 2022 The Charter Township of Northville/

AFSCME -Local - Clerical Unit

United States, and the Constitutions of Michigan and the United States, except as modified by the Agreement. Further, the Union and its members

4.2 <u>Grievance Committee</u>. A two-person Grievance Committee will be identified by the Union. A single member of this committee shall be afforded reasonable time during regular work hours, without loss of pay, for the processing of grievances and enforcement of this Collective Bargaining Agreement, provided that this does not interfere with or disrupt the operations of their department.

shall have such rights as are provided for in this Agreement.

- 4.3 Special Conferences. Special conferences for matters other than grievances will be arranged between Local President and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between representatives of the Employer, up to two members of the Union and any necessary parties. Arrangements for such special conferences shall be made in advance and the subject matter shall be presented in writing at the time the conference is requested. Special conferences shall be held at a time mutually agreeable to the parties. The members of the Union shall be compensated at their regular rate of pay for their time at straight time. The parties will attempt to resolve issues in the appropriate department before requesting a special conference.
- **4.4 Notification of Employer Union Representatives**. The Union shall notify the Township of the names and titles of their representative within one week

of their appointment. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

- 4.5 Negotiation Committee. The Union, in contract negotiations may be represented by not more than two (2) local Union representatives. In addition, the Union may be represented in contract negotiations by counsel and Council 25 Union representatives. Two (2) Union representatives per session will be paid for work hours missed if negotiations occur during the representatives' regularly scheduled work hours.
- 4.6 <u>Union Activities</u>. There shall be no unauthorized Union activities during working hours. If the Union desires to hold a meeting of its members on Township property, it will request permission in writing to the employer or its representative at least forty-eight (48) hours prior to the meeting. Permission shall not be arbitrarily denied provided the meeting is not disruptive to the operations or duties of employees.
- 4.7 <u>Personnel File</u>. Each member of the Union shall have the right to inspect their personnel file as defined by State law and, upon request, shall receive a copy of any writing placed therein.
- 4.8 <u>Union Bulletin Board</u>. The Employer agrees to provide the Union with a bulletin board in Township Hall or any other Township building in which there are Union employees regularly employed. These bulletin boards will

not be disturbed by any official of the Employer, unless approved by the

Union. The bulletin boards shall be used only for the following notices:

- A. Recreation and social events of the Union
- B. Notice of Union meetings
- C. Notice of Union elections
- D. Notice of appointments and results of Union elections
- E. Reports of Union committees and minutes
- F. Rulings or policies of the Union
- G. Information regarding Union programs or offerings

The policing of the Union bulletin board is an obligation of the Union.

4.9 <u>Job Descriptions</u>. The Employer will meet with the Union prior to the event of any changes or alterations to the current job descriptions or classifications within this bargaining unit.

The rate of pay will be negotiated between the Union and the Employer for any new positions or changes to the classifications. The Union shall be notified by the Employer of all new hires into classifications in the bargaining unit. This shall include temporary appointments to positions in the bargaining unit.

4.10 <u>Orientation</u>. 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 hire date; or an agreed upon time between the Employer 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.

ARTICLE 5 DUES CHECKOFF

- 5.1 <u>Dues Checkoff</u>. After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of employees who voluntarily elect to become members of the Union, all Union membership dues required by the Union. Employees who voluntarily elect to pay Union dues shall sign an authorization form, and the Employer agrees to deduct that amount in accordance with that form. The Treasurer of the Union shall certify to the Employer in writing the amount of initiation fees and dues to be deducted from each employee on the 'Authorization for Payroll Deduction' form.
- 5.2 <u>Indemnification</u>. The Union will give each new Employee the current Union-authorized payroll deduction form. The form utilized must be approved by the Employer. Employees who elect membership in the Union

January 1, 2020 – December 31, 2022 The Charter Township of Northville/

AFSCME -Local - Clerical Unit

shall sign the 'Authorization for Payroll Deduction' form. During the life of

this Agreement, the Employer agrees to deduct Union membership dues

from the pay of each employee who executes or has executed the

'Authorization for Payroll Deduction' form effective at the time the

application is received by the Employer.

5.3 Dues Remittance. Dues shall be deducted in equal amounts from each

pay and shall be remitted to AFSCME Council 25 once monthly thereafter

with a list of the employees from whom dues have been deducted. In cases

where a deduction is made that duplicated a payment that an employee

already has made to the Union, or where a deduction is not in conformity

with the provisions of the Union Constitution and By-Laws, refunds to the

employee will be made by the Union.

5.4 <u>Termination of Payroll Deduction</u>. An employee shall cease to be

subject to payroll deduction beginning with the month immediately following

the month in which he/she is no longer an employee in the bargaining unit

(by reason of death, quit, discharge, layoff, transfer, or for any other

reason) or upon providing the Employer and the Union with written notice

to cancel the Union dues authorization form on file. The Union shall be

notified by the Employer of the names of such employees following the end

of each month in which the termination took place or the end of each month

in which the employee has provided notice of his/her intent to no longer be

a member of the Union.

- 5.5 Employees who tender the dues or service fee shall be deemed to have met the conditions of this Article if they are not more than thirty (30) days in arrears in-payment.
- 5.6 The Union shall accept into membership each employee who becomes eligible to be a member of the Collective Bargaining Unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 5.7 The Township shall not be liable to the Union by reason of the requirement of this Collective Bargaining Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement.

ARTICLE 6 UNION SECURITY

6.1 Agency Shop. The Employer recognizes and agrees that membership in the Union is not compulsory. Employees in the classification comprising the bargaining unit covered by the Agreement have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party to this Agreement shall exert any pressure on or discriminate against any employee in regards to such matters.

Membership in the Union is separate, apart, and distinct from an employee's obligation to pay for the bargaining by the Union to the extent

that he/she received equal benefits.

6.2 <u>Union Membership</u>. An employee who is a member of the Union at the time of this Agreement shall continue to be eligible for membership in the Union for the duration of the Agreement. An employee who is not a member of the Union at the time of this Agreement may become a member.

member of the Union at the time of this Agreement may become a member

of the Union at any time after employment begins and remain a member of

the Union for the duration of this Agreement.

6.3 PEOPLE Checkoff. The Employer agrees to deduct from the wages of any

Employee who is a member of the Union a PEOPLE deduction as provided

for in a written authorization. Such authorization must be executed by the

employee and may be revoked by the employee at any time by giving

written notice to both the employer and union. The Employer agrees to

remit any deductions made pursuant to this provision promptly to Council

25 together with an itemized statement showing the name of each

employee from whose pay such deductions have been made and the

amount deducted during the period covered by the remittance.

6.4 That parties agree that should the Michigan Right to Work Act be repealed

or determined with finality to be unlawful, the Union Security provisions

found in Article 6.2 of the 2008-10 Collective Bargaining Agreement

between the Charter Township of Northville and AFSCME Council 25,

Local 1410 shall be reinstated.

ARTICLE 7 HOURS OF WORK

- **7.1** Payroll Period. The normal payroll period shall consist of eighty (80) hours.
- 7.2 Workweek. The normal workweek shall consist of forty (40) hours per week, excluding five (5) thirty (30) minute unpaid lunch breaks, and including five (5) thirty (30) minute paid lunch breaks.
- 7.3 Work Day. An employee's normal work day shall consist of eight (8) consecutive hours, excluding a thirty (30) minute unpaid lunch break and including a thirty (30) minute paid lunch break. Determination of schedules and hours worked per day shall be the exclusive decision of the Employer. A work day shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regularly scheduled shift. The Employer shall designate and have the right to change the starting time of all shifts with proper Union notification.
- 7.4 Work Schedule. The work schedule shall be established by the Employer solely at its discretion. The Employer reserves the right to change the work schedule and the starting and quitting times for employees in order to meet any contingencies. Whenever the work schedule and starting and quitting times are so changed on a long-term basis, the affected employee(s) shall be notified in writing at least ten (10) working days in advance.

- 7.5 Flexible Hours. At an employee's request, the employee's scheduled hours may be modified, subject to approval by the employee's Department Head and the Township Manager or his/her designee, based upon personal circumstances such as child care obligations, transportation needs and the like. Any such modification shall be at the discretion of the Employer and may be changed by the Employer upon ten (10) working days advance notice.
- 7.6 <u>Lunch Hour</u>. An employee's normal lunch break shall consist of one hour (30 minutes paid and 30 minutes unpaid).

ARTICLE 8 OVERTIME

- 8.1 All employees shall be paid the rate of one and one-half (1 1/2) times their hourly rate for all hours worked in excess of forty (40) hours per week, or in excess of 8 hours in a work day.
- 8.2 If an employee is required to work on a Saturday, which work is not part of his/her regularly schedule forty (40) hour work week, the employee will be paid at one and one half (1 1/2) times his/her normal hourly rate.
 - Sunday or Holiday work shall be compensated at two (2) times his/her normal hourly rate for all hours worked.

8.3 All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must have the prior approval of the Employer or its designated representative.

8.4 Compensatory Time.

- A. An employee, with the approval of the Employer, may elect to receive compensatory time in lieu of overtime. Conversely, the Employer, with the approval of the employee, may assign employees to work for compensatory time. All compensatory time must receive the prior approval of the Employer.
- B. Compensatory time shall be accumulated at the rate of one and one half (1 1/2) times the actual hours worked. Employees may not accumulate more than fifty (50) hours of compensatory time. Time in excess of the fifty (50) hours compensatory time maximum accumulation shall be paid at the overtime rate.
- C. When practical compensatory time shall be taken off as soon thereafter as practical, and compensatory time shall be used by mutual agreement of the employee and the Employer.
- D. Subject to the limitation in Section 8.4(B) above, unused compensatory time credits of an employee who resigns, retires, or is dismissed shall be paid at the employee's current hourly base rate.

ARTICLE 9 TOWNSHIP POLICIES AND PROCEDURES

9.1 The Charter Township of Northville Policies and Procedures, including any amendments thereto, shall apply unless specifically overruled or in conflict with the terms of this Agreement. This Agreement will govern the employment relationship with respect to all matters addressed in the Agreement.

ARTICLE 10 SENIORITY

- Seniority Definition. Seniority shall be defined as the length of an employee's full-time continuous service with the Township commencing from the employee's last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. An employee's "last date of hire" shall be the most recent date upon which he/she commenced full-time continuous work without a break in service. Where two (2) or more employees have the same seniority date, their relative seniority shall be determined alphabetically by surname.
- Probationary Period. All new full-time employees shall be considered probationary employees for a period of six (6) calendar months of full-time employment, without regard to the number of hours worked within the six (6) month period, after which time their seniority shall be as of their last date of hire. Service in a part-time position shall not count toward completion of an employee's full-time probationary period. The Township

will have the right to extend the probationary period, for just cause, for up to thirty (30) calendar days with notification to the Union. Until an employee has completed any probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

10.3 Part-Time Probationary Period. Part-time employment shall not count towards completion of an employee's full-time probation, nevertheless, an employee shall be declared to have completed probation for part-time employment when he/she has worked a period of six (6) calendar months of part-time employment of at least twenty (20) hours per month. The Township will have the right to extend the probationary period, for just cause, for up to thirty (30) calendar days with notification to the Union.

Until an employee has completed any probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Pro Rata Benefits. Upon completion of said part-time probationary period, an employee shall be accorded pro-rata sick leave and vacation which equate to a function of the fraction established by the average number of

January 1, 2020 – December 31, 2022 The Charter Township of Northville/

AFSCME -Local - Clerical Unit

hours worked per month over said nine (9) month period divided by one

hundred forty (140). It is understood that no insurance benefits shall be

provided to part-time personnel. Part-time seniority shall be maintained

separate and apart from full-time seniority for Bargaining Unit personnel.

10.5 Seniority and Benefit Accumulation. An employee shall retain and

continue to accumulate seniority while on all approved leaves of absences

unless otherwise specifically provided in one of the leaves of absence

sections in this Agreement. Benefits such as vacation and sick leave shall

not accrue during any leave of absence in excess of thirty (30) calendar days

unless otherwise specifically provided for in this Agreement. There shall be

no duplication or pyramiding of leave benefits or types of absences.

10.6 Temporary Assignment. An employee may be assigned to a higher level

classification for up to fifteen (15) work days within any period of thirty (30)

work days, without being entitled to the compensation of the higher

classification.

An employee who is assigned to a higher classification for more than fifteen

(15) days in any period of thirty (30) work days shall be entitled to that level

of pay for the classification to which they are assigned that is greater than

the pay which they are receiving in their current classification for the number

of days that they then work in the higher classification.

10.7 Temporary Employees. The Employer reserves the unlimited right and

January 1, 2020 – December 31, 2022 The Charter Township of Northville/

AFSCME -Local - Clerical Unit

has the sole discretion to hire temporary employees for an initial period of one hundred twenty (120) days as the Employer deems necessary. This initial period may be extended for a second one hundred twenty (120) day period if, in the Employer's judgment, extenuating circumstances exist to justify retention of the temporary employee. Temporary employees shall not

10.8 Transfers to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a Supervisory or other position within the Township's employ which is not included within this Agreement shall accrue no further seniority as of the date of the transfer. However, said employee shall be entitled to retain the previous seniority which he/she accrued in this Bargaining Unit prior to said transfer if they return to the Bargaining Unit.

be subject to the terms of this Agreement.

as well as all newly created full-time and part-time job openings in the bargaining unit, and email active members. The posting shall include pay rate, minimum qualifications, description of duties, work location and if applicable types of exams. The posting shall be for five (5) working days. All vacancies will be posted internally prior to publishing outside of the bargaining unit. Employees must submit an interest in writing to the Human Resources Department and the employee shall be afforded an opportunity to fill a vacancy or newly created position in the bargaining unit if the

employee has the necessary training, experience and ability. This process

will be addressed in a timely manner.

10.10 Position Upgrade. If an employee has an interest in an upgrade they must

submit the appropriate paperwork to the Human Resources Department.

Once an employee job analysis questionnaire is completed and returned to

the Human Resources Department, it will then be reviewed by the

Department Head and rated by Human Resources. Once a determination

is made it is then presented to the applicant by Human Resources and the

Department Head within three weeks after the submission of the request. If

the clerical employee disagrees with the decision, the Township will have a

third party review the results. The third party will be another municipal

human resource administrator or the personnel committee from the

Conference of Western Wayne. This process shall be addressed within

thirty (30) days. The effected employee will be made aware as to the

decision made in a timely manner.

10.11 Seniority List. An up-to-date Seniority List shall be furnished to the

Union upon request, within one week of such request.

10.12 An employee shall lose his/her seniority for the following reasons:

A. If the employee quits, resigns or retires

B. If the employee is discharged and not reinstated

C. If the employee is absent from work for three (3) working days

without properly notifying the Employer, unless the reason for such

absence is a permitted absence under the provisions of this Collective Bargaining Agreement.

- D. If the employee does not return to work at the end of an approved leave with a reasonable and valid excuse
- E. If the employee does not return to work within seven (7) calendar days following recall from a layoff as provided in Article 11.4
- F. If the employee is absent from work for any reason for the length of the employee's seniority, or for one year, whichever is less
- G. If the employee is convicted of a felony

ARTICLE 11 LAYOFF AND RECALL

- **11.1 Notification of Layoff**. The Employer agrees to give fourteen (14) calendar days advance notification of layoff and, if possible, to state in the notification the anticipated duration of the layoff.
- 11.2 <u>Layoffs</u>. Reductions in the work force shall be on the basis of inverse seniority, provided, however, that the senior employees retained have the necessary training, ability, and experience to perform the remaining available work. Temporary employees and part-time employees shall be laid off first prior to layoff of any full time Bargaining Unit members. Retention and layoff decisions based on training, ability and experience shall be made solely by the Employer.
- **11.3 Recall**. In the event the full-time work force is increased, recall to work shall

be in the inverse order of layoff from work, including recall to positions previously held.

- Notification of Recall. Notification of recall from layoff shall be sent to the employee by certified mail, return receipt requested, to the employee's last know residential address. The notice shall set forth the date the recalled employee is expected to return to work. Employees, who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) working days of the time set for return to work shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists. It is the employee's duty to keep the Employer apprised of the employee's current address or any change of address.
- 11.5 Temporary employees will not be utilized in any department with an existing full or part-time Union employee lay-off.

ARTICLE 12 GRIEVANCE PROCEDURE

- A grievance is defined as a complaint which alleges violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted in accordance with the following Grievance Procedure. A grievance shall be processed utilizing the forms agreed upon by the parties.
- **12.2** Prior to filing a formal grievance, the employee and representative shall attempt to settle the grievance at the department level. If the parties are

unable to informally resolve the matter, a formal written grievance stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested and signed by the employee, must be filed within fifteen (15) business days of

the occurrence out of which the grievance arises.

The Local President, or his/her designee, shall operate as the "grievance officer", who shall be a member of the Union and recognized as such by the Township. The grievance officer shall have all rights and responsibilities necessary to resolve all grievances including Step One and beyond.

STEP ONE:

Submit the grievance to the employee's Department Head. The Department Head shall have ten (10) calendar days to render a decision.

STEP TWO:

In the event that the decision rendered in Step One is not satisfactory to the Union, the Union shall submit an appeal within ten (10) calendar days of the decision in Step One to the Township Manager or designee. The Township Manager or designee shall meet with the aggrieved employee and the Union at a time and date mutually agreeable to the parties. The Township Manager or designee shall consider the matter and will give a written reply within ten (10) calendar days from the date of

January 1, 2020 – December 31, 2022 The Charter Township of Northville/

AFSCME -Local - Clerical Unit

submission of the grievance to the Township Manager or

designee.

STEP THREE: In the event the decision rendered in Step Two is not

satisfactory to the Union, the Union may invoke binding

arbitration by filing such a demand with the Township

Manager or designee. Such demand for arbitration shall

be submitted within twenty-eight (28) calendar days after

receipt of the Step Two answer or expiration of the Step

Two time limits.

12.3 Any grievance not advanced to the next step by the Union within the time

limits in that step shall be deemed abandoned. If the Township does not

answer a grievance within the time limits prescribed in this Article, the Union

has the right to refer the dispute to the next step of the Grievance

Procedure. Time Limits may be extended by mutual agreement in writing.

12.4 Any agreement between the Township and the Union representative is

binding on all workers affected and cannot be changed by any individual.

12.5 The Union and the Township shall agree to a list of five (5) Arbitrators who

are acceptable to both parties. During the course of this Agreement, any

grievance involving arbitration will be referred to one (1) of the five (5)

Arbitrators for resolution. The rules of the American Arbitration Association

(AAA) will be followed.

- 12.6 The selected Arbitrator will confer with the parties, hold a hearing promptly and will issue his/her decision, in writing, not later than thirty (30) days from the date the hearing is completed. The Arbitrator will set forth his/her findings of facts, reasons and conclusions on the issue (s) submitted.
- 12.7 **Arbitrator's Power**. The Arbitrator's decisions are bound by the scope and terms of this Agreement. Any award of the Arbitrator shall not be retroactive more than 15 business days prior to the time that the grievance was first submitted in writing. The Arbitrator shall have no power to consider any issues not submitted to the Arbitrator and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall have no power to establish or modify job classifications, wage rates, wage scales, rates on new jobs, work schedules or assignments. The Arbitrator shall have no power to substitute his discretion for the Township's discretion in cases where the Township is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the Arbitrator decides he/she has no power to decide or rule on an issue, the matter shall be referred back to the parties to arbitrate any matters which arise after the contract expires, except where the Agreement has not been formally terminated.

- 12.8 <u>Fees and Expenses at Arbitration</u>. The fees and expenses of the Arbitrator, including all filing fees, shall be borne equally by each party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witness called by the other.
- During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the Arbitrator acting in full compliance with the requirements of the Open Meetings Act, being, Act 267, PA of 1967, Section 15.261, et seq. MCLA, to the degree any of the provisions thereof are applicable.
- 12.10 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file kept by the Human Resources.
- 12.11 No employee shall be discharged, suspended or otherwise disciplined except for just cause. The Employer shall take disciplinary action as to an employee's acts or omissions within thirty (30) days after the Employer learns of same. The claim of any employee that he or she has been unjustly discharged, suspended, or otherwise disciplined shall be processed as a grievance; and, the said employee shall be entitled to all the procedures as set forth above in Step One through Step Three including binding arbitration.

12.12 Probationary employees do not have a right of grievance during the period of probation, except for the purposes of Collective Bargaining in respect to rates of pay and hours and conditions of employment. Any disciplinary action taken against probationary employees shall not be subject to the Grievance Procedure.

ARTICLE 13 MANAGEMENT RIGHTS

- and its electors, and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and privileges conferred upon it or vested in it by the ordinances, statutes and Constitutions of Michigan and the United States; the right to hire, promote, suspend, lay-off, discharge or discipline for just cause, and to maintain fair discipline and efficiency of employees is the sole responsibility of and vested exclusively in the Employer.
- **13.2** Further, all rights which are inherent in or exercised by employers, except those which are specifically relinquished herein, are retained, reserved and vested in the Employer without limitation.
- 13.3 The Employer shall and does have the right to manage its affairs efficiently and economically, including the determination of quantity and quality of services rendered to the public, of equipment to be used, purchased or sold, and of the commencement and cessation of any services.

- 13.4 The Employer shall and does have the right to introduce new methods, processes and equipment and to change, eliminate and institute technological changes, supplies and equipment.
- 13.5 The Employer shall and does have the right to determine the number, location and type of facilities, installation, equipment and supplies.
- 13.6 The Employer shall and does have the right to determine the size of the work force and increase or decrease of its size, to hire new employees, to assign and layoff employees, to reduce the work day or the work week or effect reductions in hours worked by combining layoffs and reductions in work day or work week, to permit municipal employees not included in the

Bargaining Unit to perform Bargaining Unit work in emergencies (such as but not limited to natural disasters, work stoppages, riots, etc.), to direct the work force, assign the type and location of work assignments and determine the number of employees assigned to any duty or task.

- 13.7 After consulting with the Union, the Township shall and does have the right to establish, change, combine or discontinue job classifications. However, the wage rates for new classifications in the Bargaining Unit shall be bargained and agreed upon with the Union.
- 13.8 The Employer shall and does have the right to determine lunch, starting and quitting times and the number of hours to be worked, to establish work schedules, work standards and the methods, processes and procedures by

which such work is to be performed.

13.9 The Employer shall and does have the right to discipline, suspend and

discharge employees for just cause and to adopt, revise and enforce

Township rules and regulations (including rules and regulations as to

appearance of employees) and to carry out cost containment and general

improvement programs.

13.10 The Employer shall and does have the right to select employees for

promotion or transfer to Supervisory or other positions and to determine

the qualifications and competency of employees to perform the available

work and to establish training requirements for purposes of maintaining or

improving professional skills of employees for the purpose of

advancement.

13.11 The parties understand and agree that the foregoing designations of the

rights of management and the Employer's prerogatives shall not be

deemed to exclude other rights or prerogatives not enumerated, and

except as specifically abridged, delegated, modified or granted by this

Agreement, all of the rights, powers and authority the Township of

Northville had prior to the signing of this Agreement are retained by the

Township and remain exclusively and without limitation the rights of the

Employer.

13.12 Employer shall and does have the right to implement policies, procedures

and work rules designed to increase safety and efficiency which do not conflict with any provision of this Collective Bargaining Agreement.

ARTICLE 14 DISCIPLINARY PROCEDURE

- 14.1 In any case where an employee disciplinary action is necessary, the following order of procedures will generally follow:
 - A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension or Demotion;
 - D. Removal and Discharge.

Nothing in this Section shall prevent the Supervisor from taking immediate and appropriate disciplinary action at any level should it be required by the circumstances, with proper notice thereof to the Union at the time such immediate action is taken.

- 14.2 The employee shall have the right to be represented by a Union representative at all stages of disciplinary investigations and hearings. All disciplinary action for non-probationary employees shall be subject to the Grievance Procedure, which procedure is the exclusive remedy for alleged violations of this Agreement.
- 14.3 Each employee shall be permitted to review his/her personnel records and to take such other action as is provided in accordance with the Bullard-

Plawecki Employee Right-to-Know Act, MCLA 423.501. et seq.

14.4 The Employer shall not use to justify current discipline any prior discipline action issued two years prior to the current incident. If during the said two years, there has been no further discipline of the employee, the prior disciplinary action will be removed from the personnel file, upon request.

ARTICLE 15 SICK LEAVE

- 15.1 All full time employees in the bargaining unit, upon completion of the probationary period, shall be credited with sick leave credit equal to eight (8) hours computed at straight time rates for each month of service (160 hours of work). All part time employees shall receive sick time pro-rated based on the calculation for hours worked, in accordance to State law.
- An employee may utilize sick leave for absences due to personal illness or physical incapacity or for an illness to a member of the employee's immediate family (as defined in Section 16.2.A), who requires personal care and attention when there is no one else available to provide such care. Sick leave for care of an employee's family member shall not exceed forty (40) hours in any calendar year.
- 15.3 When an absence occurs for one (1) of the reasons outlined in paragraph 15.2, the employee shall notify his/her immediate supervisor as soon as possible. Failure to do so may be cause for denial of paid sick leave for the period of absence.

- 15.4 Upon suspected abuse or misuse of sick leave or an absence of three (3) consecutive days or more, the Employer may require evidence in the form of a medical certificate from an attending physician outlining the reason(s) for the absence. Failure to provide such certification upon request shall result in the employee being denied the use of sick leave for the period of the absence. Falsification of medical certification shall constitute just cause for disciplinary action up to and including discharge.
- 15.5 An employee making a claim for sick leave pay which the Employer considers excessive or abusive, may also be required to take a physical examination by a physician of the Employer's choice without cost to the employee to determine the physical fitness of the employee to perform his/her duties.
- 15.6 Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. Employees may use personal days or vacation time provided sick time is exhausted. However, sick leave benefits may be taken in units of not less than one –half (1/2) hour or more.
- 15.7 Employees shall be allowed to accumulate earned unused sick leave credits up to a maximum of one hundred twenty (120) days, or nine hundred sixty (960) hours.

- 15.8 Accumulated sick leave shall be paid upon termination, retirement, or the employee's death calculated on the basis of one-half (1/2) of the number of days in the bank times the employee's then existing daily wage rate.
 - The maximum payout under this provision shall equal not more than thirty (30) days pay at the employee's then existing rate of pay.
- 15.9 An employee may assign to another employee in the bargaining unit such sick days as may exist in the first employee's sick day bank, if the employee requesting time has exhausted all accrued vacation and sick leave and the request is approved by the Township Manager. This request must be of an extenuating circumstance. All transfers by an employee shall be voluntary. The sick day credits transferred shall become and remain the right of the employee receiving the transfer. The employee volunteering the sick day credits shall waive and give up forever any claim to those credits volunteered. However, probationary employees are not eligible to receive sick time from other employees.

ARTICLE 16 FUNERAL LEAVE

16.1 Upon approval of the Employer, a full-time and part-time employee will be granted paid time off from work to make burial arrangements and attend funeral services when death occurs in the employee's "immediate family" (as defined herein) under the following terms and conditions:

- A. Employees shall notify the Department Head of the Township

 Manager or designee at least twenty-four (24) hours prior to taking

 funeral leave unless such notification is impossible due to the

 circumstances surrounding the death. Failure to comply may be

 cause for denial of such leave.
- **B.** An employee requesting funeral leave may be required to produce evidence to establish that the deceased person is a member of the immediate family and the employee's attendance at the funeral.
- C. In order to be compensated under this Section, the employee must have been scheduled to work on the day(s) taken.
- **16.2** Funeral leave shall be allowed as follows for full-time employees:
 - A. Five (5) Days: Husband, wife, life-partner (must cohabit), child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, sister, brother, or grandchild of the employee/employee's spouse/employee's life-partner.
 - **B.** Two (2) Days: Grandmother, grandfather, step-sister, step-brother, sister-in-law, brother-in-law, aunts, uncles, nieces, nephews of the employee/employee's spouse/employee's life-partner.
 - C. An additional two (2) days of leave shall be allowed in the event the employee attends a funeral service for an immediate family member listed above more than two hundred fifty (250) miles from the Township's boundaries.

- **D.** Funeral leave shall be allowed as follows for part-time employees:
 - a. One (1) day in which an employee was scheduled to work for all members covered in Section A above.
- 16.3 An employee's failure to provide proof of attendance that is satisfactory to the Employer will cause the absence to be treated as an unexcused absence.

ARTICLE 17 PERSONAL LEAVE

17.1 All full-time employees are entitled to four (4) personal days per year. In the first year of employment, a new employee is entitled to personal days based on the employee's date of hire as follows:

January 1	- March 31	four (4) days
April 1	- June 30	three (3) days
July 1	- September 30	two (2) days
October 1	- December 31	one (1) day

- 17.2 There shall be no accumulation or carryover of such leave days from one calendar year to another.
- 17.3 Requests for a personal day leave of absence must be made to the employee's immediate Supervisor twenty-four (24) hours in advance of the date requested. Written statement of reason for the personal leave must be submitted to the Supervisor in order for leave to be approved. Failure

to submit such statement may result in a loss of pay equivalent to the amount of personal leave time taken by the employee.

17.4 A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed within the Township.

ARTICLE 18 VACATION

18.1 At the beginning of each year, all full-time, non-probationary employees shall be granted the following number of vacation days in accordance with their number of years of service:

After first year - Five (5) days

After second year - Eleven (11) days

After third year - Twelve (12) days

After fourth year - Fifteen (15) days

After fifth year - Eighteen (18) days

After sixth year - Twenty (20) days

Continuing with an additional day earned for each year of service, not to exceed twenty-six (26) days in any one year.

All part-time employees shall earn vacation time using the table above based on the average hours worked per day over the previous calendar year multiplied by the ratio of total hours worked over the previous

January 1, 2020 – December 31, 2022 The Charter Township of Northville/ AFSCME –Local – Clerical Unit

calendar year to the full-time equivalent (140 hours/month). (APPENDIX

A)

- 18.2 Any employee who has a break in employment status, for any reason, other than on-the-job disability, and is subsequently re-employed shall be deemed to be a new employee in the first year of service for purposes of computing vacation time.
- 18.3 Vacation time is "earned" during the calendar year and should be used during that calendar year. An employee may accumulate vacation days each year which when added to the next year's eligibility would equal no more than thirty-five (35) days. Any additional time beyond 35 days will be forfeited.
- 18.4 Upon retirement and resignation, an employee may be paid for unused annual leave accumulated in that year based upon a proration for the year of retirement or resignation. Such time may also be paid to an employee's estate upon death of that employee. Employees terminated for cause shall not be compensated for any unused annual leave upon separation.
- 18.5 The Department Supervisor shall determine the number of employees who can be assigned for vacation purposes at any given time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirement. Vacation leave shall be granted giving preference to seniority employees.

Primary Vacations: Everyone should have the opportunity to request one (1) primary vacation each year. If two (2) people request the same week, seniority will rule, although compromise should be attempted. Approval will occur after two (2) weeks of the request. Date due for primary requests shall be turned in no later than January 17th of each year.

Secondary Vacations: Vacation time should be requested after everyone has had the opportunity for their primary request. Again, the same rules would apply. Once a vacation request has been approved, there will be no changes made to those dates unless the vacation request is withdrawn by the employee. Secondary vacation requests shall be submitted no later than one (1) month prior to the vacation time desired. All other vacation requests will be granted according to a "first-come" basis.

ARTICLE 19 HOLIDAYS

19.1 The following shall be paid holidays, which shall be compensated based on eight (8) hours pay (holiday pay) at the employee's straight time hourly rate:

New Year's Day

Martin Luther King Day

Presidents Day (As the same is designated for the purposes of the Employer's governmental functions.)

Good Friday (entire day)

Memorial Day (As the same is designated for the purposes of the Employer's governmental functions.)

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Employee's Birthday

- **19.2** To be eligible for holiday pay, an employee must:
 - **A.** Be a full-time employee and have attained seniority on the date the holiday occurs.
 - **B.** Work in full the employee's regularly scheduled work day prior to, and the employee's regularly scheduled work day subsequent to the holiday, unless on pre-approved paid leave.
 - C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
 - D. Part-time employees who have attained seniority by the date a holiday occurs will receive four (4) hours pay for every holiday listed above, thereafter.

- 19.3 If employees covered by this Agreement work on any holiday hereinbefore designated, the pay for such holiday shall be double time the employee's regular rate for actual hours worked.
- **19.4** Employees on layoff, disciplinary suspension, sick leave or leave of absence shall not be entitled to holiday pay for holidays falling during said layoff, suspension, sick leave or leave of absence.

ARTICLE 20 REIMBURSEMENT OF EDUCATION EXPENSES

- 20.1 An employee, with the approval of the Township Manager or designee, and in accordance with the Township Education and Tuition Refund Program, may take certain necessary classes or courses of study directly relating to the employee's job, which do not interfere with the employee's scheduled hours of work. To seek reimbursement, an employee must first obtain approval of the course by their immediate Department Head or by the Township Manager.
- 20.2 The Township shall reimburse the education expenses, including books, fees, and tuition, upon completion of the course in question and upon satisfactory proof of payment so long as a grade of "C" or better is achieved by the employee in said course. Appropriate evidence of the grade achieved shall be required. Late fees or other additional fees incurred by the employee by way of neglect will not be eligible for reimbursement. The employee must request the refund of a 'Check

Authorization' form and include all required documentation and verification of payment and grade.

20.3 Reimbursement shall be limited to expenses actually incurred by the employee for tuition, books, and fees not to exceed three thousand five hundred dollars (\$3,500) per calendar year .

ARTICLE 21 HEALTH INSURANCE

21.1 The following Health Care Plans shall be provided by the Employer to full time employees of the payroll as of the date of signing of this Agreement. However, the Employer shall have the right to change the insurance carriers and plans relative to medical, dental and hospitalization coverage so long as comparable is provided.

	Н	ΙAΙ	<u> </u>	<u>- </u>	łΜ	O
--	---	-----	----------	--	----	---

Office Visit \$20

Urgent Care \$20

Emergency Room \$75

Hospital Copay \$250 each admission

Prescription Coverage \$10/20/40 MOPD 2x

The employee contribution is a percentage of the plan premium and is as follows:

January 1, 2020 – December 31, 2022 The Charter Township of Northville/ AFSCME –Local – Clerical Unit

- A. The employee contribution shall be pursuant to the provisions set forth in Michigan Public Act 152 as instituted by the Charter Township of Northville. Public Act 152 shall pertain solely to the amount paid per employee for major medical coverage.
- B. Employee health care contribution will be subject to change annually. The Township will provide an updated annual cost per employee status.
- 21.2 Duplicate Health Insurance Coverage. No Bargaining Unit member shall have duplicate coverage under both the Township's Health Insurance Plan and the Health Insurance Plan of a spouse or other family member. New employees who are covered under another health insurance policy shall have thirty (30) days to elect to continue coverage under that policy or have coverage under the Township's policy. If the employee elects coverage not provided by the Township, the employee shall be paid a sum of one hundred, fifty (\$150.00) dollars per month. If an employee deliberately seeks and receives duplicate coverage, the Township may recover lost premiums through payroll deductions. This action will also be subject to discipline up to and including discharge. Employees who also opt out of the Township's dental coverage shall receive an additional (\$20.00) dollar per month, for a total of one hundred, seventy (\$170.00) dollars per month maximum.

January 1, 2020 – December 31, 2022 The Charter Township of Northville/ AFSCME –Local – Clerical Unit

21.3 The Employer agrees to continue health and dental insurance coverage for any regular full – time employee and spouse upon the employee's retirement after 15 years of credited service to the Employer and 55 years old.

All retirees and surviving spouses will continue to receive health and dental insurance coverage under the same terms, conditions and obligations which apply to active employees, until a retiree becomes eligible for Medicare at any given time.

The retiree health care contribution will be 10% of the retiree health care premium and subject to change annually. The township will provide an updated annual cost per retiree status.

Retirees shall be provided the opportunity to pay the cost of coverage for any dependent at the Township's group rate. The medical coverage for the spouse of the deceased retiree shall continue until the spouse becomes eligible for medical coverage through his/her own employer.

If the spouse should lose medical coverage through his/her employer they will be allowed to return to the Township for coverage within 30 days of loss.

Once the retired employee or spouse is eligible for Medicare the Township will then provide a Health Retirement Stipend in lieu of medical insurance. Each year this account shall provide the retiree and/or spouse \$1,200 for single and \$2,400 for two people in the Health Retirement Account. It will be the responsibility of the retired employee and /or spouse to secure supplemental insurance.

ARTICLE 22 INSURANCE

During the term of this Agreement, the Employer agrees to maintain the following insurance coverages:

- **22.1 Dental**: The Employer shall provide Delta Dental plan with \$1,000 per year maximum per eligible employee and dependent and an orthodontic coverage with a \$1,000 lifetime maximum to age 19.
- **22.2** <u>Life Insurance</u>: The Employer agrees to maintain the life insurance in the amount of Fifty Thousand (\$50,000) Dollars for covered members of this bargaining unit.
- **Worker's Compensation**: The Employer agrees to maintain the Worker's Compensation Insurance benefit as defined by the law.
- 22.4 <u>Short Term Disability</u>: The Township shall provide short-term self insured disability insurance for all full-time employees. The benefits provide fifty (50%) percent of an employee's basic weekly earning. The

first fifteen (15) scheduled working days after an accident or illness is a waiting period and then the next ten (10) weeks the employee will receive short-term benefits. The waiting period and the other fifty (50%) of lost wages can be supplemented from the employee's leave banks.

Long Term Disability: The Township agrees to maintain long-term disability insurance for all active full-time employees. The benefits provide sixty-six and two thirds (66 2/3%) percent of an employee's basic weekly earnings up to five thousand (\$5,000) dollars per month maximum, with a ninety (90) day waiting period and payable to age sixty-five (65) in long-term disability benefit.

While on long-term disability, an employee will continue to receive health care coverage for the first ninety (90) days. The employee, under the COBRA Act, can elect to continue their health care coverage after the ninety (90) days by paying the appropriate premiums.

While on either short-term or long-term disability, an employee will not accrue sick or vacation days. If a holiday falls during the time an employee is on disability, the employee will not be compensated for that day by the Township, but the employee may use their accumulated leave time.

22.5 Optical coverage: The Township will provide EyeMed Vision Care plan.
The optical coverage frequency is once every 12 months for exams,

frames, lenses or contact lenses. Optical will be provided when the employee becomes eligible for health care. Family members will be included in the vision plan.

ARTICLE 23 PENSION AND RETIREMENT

- 23.1 The Township shall, during the term of this Agreement, continue to maintain a Defined Contribution Pension Plan for full-time Bargaining Unit employees. All new employees hired after the ratification of this Agreement shall have to be employed with the Township for five (5) years before being vested in this plan.
- 23.2 The Employer's contribution for each defined contribution plan participant shall be fifteen percent (15%) of said participant's base pay for full-time employees. Effective January 1, 2020, the employer's contribution for each full-time defined contribution plan participant hired after January 1, 2011 shall be eleven percent (11%) of said participant's base pay.

ARTICLE 24 WAGE SCALE

24.1 <u>Classifications</u>. Classifications and their corresponding grade were created and agreed to by the Township and the Union as follows:

CLASSIFICATION

GRADE

Clerk I 1

Part time Finance Associate, Part time Parks and Recreation Associate, Part time Clerk Associate, Part time DPS Associate

Clerk II 2

Part time Finance Associate, Part time Parks and Recreation Associate, Part time Clerk Associate, Part time DPS Associate

<u>Qualifications</u>: At least one (1) year of continuous service or comparable experience

Clerk III 3

Finance Associate, Clerk Associate, DPS Associate, Part time Finance Associate, Part time Parks and Recreation Associate, Part time Clerk Associate, Part time DPS Associate

Clerk IV 4

Senior Finance Associate, Senior Clerk Associate, Senior DPS Associate

Qualifications: Full time, at least three (3) years of continuous service

Wage Scale (APPENDIX B)

2020	3%
2021	3%
2022	3%

ARTICLE 25 JURY DUTY

25.1 Employees who are called upon to serve jury duty shall be compensated up to a maximum of twenty (20) days within a period of one (1) year at

their regular rate of pay, less any fees collected by the employee in the performance of jury duty. For all purposes, the employee shall be treated as if they worked during this period. An employee must provide verification of jury duty service. In the event that an employee is excused from jury duty four (4) hours or more before the end of the employee's regular workday, the employee must report for work for the remainder of the day.

ARTICLE 26 TRAVEL EXPENSE REIMBURSEMENT

- 26.1 In accordance with the Township's reimbursement of travel expense policy, employees required to use their own car in the pursuit of their duties will receive the following reimbursement on a monthly basis:
 - The Township agrees to pay the amount of mileage at the rate of reimbursement allowable by the United States Internal Revenue Service.
- 26.2 All requests for reimbursement of necessary expenses incurred must be documented and supported in accordance with the Township's reimbursement of travel expense policy in order to be paid. It is agreed that if the Employer provides vehicles, this provision is null and void.

ARTICLE 27 FAMILY LEAVE

27.1 The Employer agrees that it shall be subject to the Family Medical Leave

Act (FMLA) during the term of this Agreement so long as it continues to

employ fifty (50) or more employees for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. Eligible employees under the FMLA are entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- **B.** Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

ARTICLE 28 SCOPE OF AGREEMENT

28.1 The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing and ratified by the governing parties.

ARTICLE 29 SEVERIBILITY SAVINGS

- 29.1 If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto or the application of such Article or Section to this Agreement and any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, shall not be affected thereby.
- 29.2 In the event that any Article or Section is held invalid or if compliance with or enforcement of any Article or Section has been restrained, as set forth in Section 29.1, the parties affected thereby shall enter into immediate collective bargaining, upon the request of either party hereto for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands.

ARTICLE 30 NO STRIKE – NO LOCKOUT

30.1 Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in or slowdown or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract; and that all such persons shall immediately cease the offending conduct.

30.2 The Employer will not lockout any employees of the Bargaining Unit during the term of this Agreement.

ARTICLE 31 TERMINATION OF AGREEMENT

31.1 This Agreement shall remain in full force and effect from January 1, 2020 until midnight of December 31, 2022. The parties will commence negotiations in September of 2022, one hundred twenty (120) days prior to the contract expiration date.

IN WITNESS WHEREOF, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives this day December 12, 2019.

OF NORTHVILLE	AFSCME
By: Robert R. Nix	By: Carlos Cross
Its: Township Supervisor	Its: AFSCME Representative
Marjorie Banner	Mulisa Rajkis By: Melissa Raikes
Its: Township Clerk	Its: Local Union 1410 President
By: Glenn Caldwell Its: Human Resources Director	By: Jessica Symonds Its: Local Union 1410 VP/Treasurer
	By: Cynthia Zeitz Its: Local Union 1410 Steward
	1-14-2020 Dated:

PART TIME BENEFITS CALCULATION

EMPLOYEE:		
A. Average hours of work in a pay period Total hours worked at year end Number of pays in year	26	0
B. Divide by the days in a pay period	10	
C. Average hours worked per day	_	0
D. Anniversary Year		
E. Current Year		
F. Years of Service 0.00		
G. Vacation days based on schedule (Sch. A)		
H. Sick days per year based on contract		
I. Hours worked in period	0	
J. Divide by months in period	12	
K. Average hours worked per month	0	
L. Divide by 140 (full time hours per month)	140	
M. Ratio of hours work verse full-time	_	0
Vacation Hours (G x M x C)	=	0.00
Sick Hours (H x M x C)	_	0.00

Vacation									
Year		Days							
1	I		5						
2			11						
3	3		12						
2			15						
5	5		18						
6	ò		20						
7	7		21						
3			22						
9)		23						
10)		24						
11			25						
12	2		26						
12+	+		26						

Charter Township of Northville

AFSCME Clerical Wages 2020-2022

January 1, 2020 3% Increase

Grade	Start Months		1 Year		2 Year		3 Year		4 Year			
	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr
1	\$36,618.25	17.6049	N/A	\$17.8049	\$37,665.88	18.1086	\$38,810.96	18.6591	\$39,980.41	19.2214	\$41,149.85	19.7836
2	\$40,711.31	19.5727			\$41,880.76	20.1350	\$43,050.20	20.6972	\$44,219.65	21.2594	\$45,364.73	21.8100
3	\$44,755.64	21.5171			\$46,071.27	22.1496	\$47,362.53	22.7704	\$48,629.43	23.3795	\$49,920.69	24.0003
4	\$49,238.52	23.6724			\$50,675.96	24.3634	\$52,089.04	25.0428	\$53,502.12	25.7222	\$54,939.56	26.4133

January 1, 2021 3% Increase

Grade	Start Months		1 Year		2 Year		3 Year		4 Year			
	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr
1	\$37,716.80	18.1331	N/A	\$18.3331	\$38,795.86	18.6519	\$39,975.29	19.2189	\$41,179.82	19.7980	\$42,384.35	20.3771
2	\$41,932.65	20.1599			\$43,137.18	20.7390	\$44,341.71	21.3181	\$45,546.24	21.8972	\$46,725.67	22.4643
3	\$46,098.31	22.1626			\$47,453.41	22.8141	\$48,783.41	23.4536	\$50,088.31	24.0809	\$51,418.31	24.7203
4	\$50,715.68	24.3825			\$52,196.24	25.0943	\$53,651.71	25.7941	\$55,107.18	26.4938	\$56,587.75	27.2056

January 1, 2022 3% Increase

Grade	Start Months		1 Year		2 Year		3 Year		4 Year			
	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr	Annual	\$/hr
1	\$38,848.30	18.6771	N/A	\$18.8771	\$39,959.74	19.2114	\$41,174.55	19.7955	\$42,415.21	20.3919	\$43,655.88	20.9884
2	\$43,190.63	20.7647			\$44,431.30	21.3612	\$45,671.96	21.9577	\$46,912.63	22.5541	\$48,127.44	23.1382
3	\$47,481.26	22.8275			\$48,877.01	23.4986	\$50,246.91	24.1572	\$51,590.96	24.8033	\$52,960.86	25.4620
4	\$52,237.15	25.1140			\$53,762.13	25.8472	\$55,261.26	26.5679	\$56,760.40	27.2887	\$58,285.38	28.0218