

AGREEMENT
Between
CHARTER TOWNSHIP OF CANTON
And
TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS
ASSOCIATION OF MICHIGAN (TPOAM)

January 1, 2020 to December 31, 2022

CHARTER TOWNSHIP OF CANTON – TPOAM
January 1, 2020– December 31, 2022

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ARTICLE 1 – AGREEMENT

1.1: This Agreement, effective on the 1st day of January, 2020 between the Charter Township of Canton (hereinafter referred to as the "Employer") and the Technical, Professional and Office Workers Association of Michigan, TPOAM (hereinafter referred to as the "Union").

ARTICLE 2 - PURPOSE AND INTENT

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

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

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

ARTICLE 3 – RECOGNITION

3.1: The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all clerical, technical and continuing part-time employees, excluding supervisory personnel, one (1) Executive Assistant each for Finance and Budget, Leisure Services, Municipal Services, Public Safety, Legal Affairs, and the Supervisor's Assistant, all elected officials and all part-time, seasonal, and temporary employees of the Township as defined herein.

ARTICLE 4 - AGENCY SHOP

4.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for Membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

4.2: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

4.3: Deduction of dues/fees shall be remitted to the Union office. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.4: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or the Union.

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

4.6: Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

4.7: The Employer shall be notified, in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees. In this notification, the Union shall request that the employee be terminated by the Employer. The Employer will then notify that employee in writing within seven (7) days, stating that if the employee does not pay the amount in arrears, or present justification for their failure to pay said amount, within fourteen (14) days from the date notice is sent to the employee, the employee will be discharged upon the expiration of the fourteen (14) day period. This discharge shall not be subject to the Grievance Procedure set forth in this Collective Bargaining Agreement.

ARTICLE 5 – CHECK-OFF OF UNION DUES AND SERVICE FEES

5.1: The Employer will deduct from the pay of each employee covered by this Agreement, membership dues or service fees, provided that at the time of such deduction there is in the possession of the Employer written assignment executed by the employee. The form shall include the following language:

This assignment shall become effective upon receipt by the Township in accordance with its terms and shall remain in effect for the duration of this Collective Bargaining Agreement; provided, however that any employee shall have the right to revoke their assignment by written notice, signed by them and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this Agreement.

The Employer shall deduct current membership dues and service fees, except assessments which are not a uniform requirement of all employees. The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from their pay in subsequent pay periods in such calendar month.

5.2: All such sums deducted shall be remitted to the financial secretary of the Union within ten (10) days after such deductions have been made.

5.3: The Union will notify the Employer in writing of any changes of dues or service fees thirty (30) days prior to the effective date of such changes.

5.4: Union dues for continuing part-time employees will be as follows:

- A. Continuing part-time employees will pay one-half (½) the amount of Union dues for that month.
- B. Continuing part-time employees who work more than eighty (80) hours a month will pay the full amount of Union dues for that month.

ARTICLE 6 – REPRESENTATION

6.1: Bargaining Committee. The employees shall be represented by a bargaining committee of no more than six (6) employee members. This committee shall be selected in any manner determined by the Union. A TPOAM representative shall be a member of the committee. No more than one of said employee members shall be from the same division.

This bargaining committee shall be charged with the duty of negotiating contracts and such matters as may from time to time arise during the term of this Agreement.

6.2: Representation Areas. The entire bargaining unit shall be considered one representation unit. Two (2) Stewards shall represent all members of the bargaining unit.

6.3: New Representation Areas. If a new representation area is established or a department expands so as to warrant additional representatives, the question shall be subject to negotiation.

6.4: Grievance Committee. The Township will recognize a grievance committee composed of the TPOAM representative, Local President and a Steward. Local grievance committee members in the performance of grievance duties will be permitted to leave their assigned work, at reasonable times and with prior approval from their division manager, and will be compensated at their regular pay for the regular day at straight time hours. Permission for the grievance committee member to leave their assigned work will not be unreasonably withheld, but in no event shall more than one employee be permitted to leave the same division.

6.5: It is recognized that a member of the grievance committee may exercise the right to investigate grievances after receiving permission to do so from their division manager, and after appropriate arrangements have been made to relieve them from their job(s). Permission to do so will not be unreasonably withheld.

6.6: Notification to Employer of Union Representatives. The Union shall notify the Employer, in writing, of the names and titles of its representatives. No representatives shall be permitted to act as such until the Employer is so advised that the person has become a representative.

6.7: Visits by Union Representatives. The Employer agrees that not more than two (2) accredited representatives of the Technical, Professional and Office Workers Association of Michigan shall have access to the premises of the Employer at any time during working hours to conduct Union business pertinent to the facility.

ARTICLE 7 – SPECIAL CONFERENCES

7.1: Special conferences for matters other than grievances will be arranged between the Local President and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between representatives of the Employer and at most two (2) representatives 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 pay for the time at straight time. This meeting may be attended by representatives of the TPOAM. The parties will attempt to resolve issues in the appropriate Department before requesting a Special Conference.

ARTICLE 8 – NO DISCRIMINATION

8.1: There shall be no discrimination against any employee because of their membership in the Union or because of their acting as an officer or in any other capacity on behalf of the Union.

8.2: The Employer shall not discriminate against any employee because of race, color, religion, age, gender, sex, pregnancy, national origin, disability, height, weight, gender identity, marital status, military status, sexual orientation, veteran status, genetic information, or any other characteristic protected by law.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1: The following procedure shall be used to adjust, settle and dispose of employee complaints:

9.2: Definition of a Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

9.3: Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, and agree that each step must be adhered to as set forth herein or the grievance is forfeited.

9.4: All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or knowledge of same, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

9.5: The steps in the grievance process are as follows:

- A. Step 1 – Department Director. Any employee who feels aggrieved may present this grievance to their Department Director or the Director’s designee or they may request their Steward. In such event, the employee will get the Steward within a reasonable time. If discussion between the employee, Steward, and the employee’s Department Director or Director’s designee fails to settle the matter, it will then be reduced to writing and presented to the employee’s Department Director or Director’s designee for their written, dated, signed disposition. The Department Director or Director’s designee will acknowledge receipt of the grievance by signing for it. This disposition must be returned within five (5) working days of receipt of the written grievance.
- B. Step II – Human Resource Manager. If the Department Director’s answer is not satisfactory, the grievance shall be presented to the designated Human Resource Manager within five (5) working days after the Department Director’s answer is due. The designated Human Resources Manager shall within five (5) working days meet and discuss the grievance with the Local President and grieved employee. Within five (5) working days after such meetings, the designated Human Resource Manager shall answer the grievance in writing to the Local President. If a grievance is filed against the Human Resource Manager, then the Township shall designate another Representative to hear that grievance only.
- C. Step III – Arbitration. If, after reviewing the grievance, the Union feels the answer is not satisfactory, it shall within ten (10) working days after the answer is due, and by written notice to the other party, request arbitration. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than twenty (20) working days after notice of request for arbitration, a request for a list of arbitrators will be made to the Federal Mediation and Conciliation Service, the Michigan Employment Relations Commission or the American Arbitration Association by the Union. The parties will be bound by the recommended rules and procedures of the arbitration service selected in the selection of the arbitrator. In the event that either the Employer or the Union rejects the first list before

selecting the arbitrator, a second list may be requested by either party. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.

9.6: The arbitrator so selected will hear the matter promptly and will issue their decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth their findings of facts, reasoning and conclusions on the issue submitted.

9.7: The power of the arbitrator stems from this Agreement, and their function is to interpret and apply this Agreement and to pass upon alleged violations thereof. They shall have no power to add to, subtract from, or modify any terms of this Agreement.

9.8: The decision of the arbitrator shall not require a retroactive wage adjustment in any other case.

9.9: It is specifically understood and agreed that in no event shall Employer's condoning of past infractions of any work rule, regulation, duty, responsibility, or policy be found to mitigate, in whole or in part, any discipline imposed by the Employer for any current infraction of any work rule, regulation, duty, responsibility or policy, nor shall an arbitrator so find; it is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the Employer, except in the sole discretion of the Employer, nor shall an arbitrator have the power to mitigate any discipline imposed by the Employer based upon an employee's length of service with the Employer.

9.10: The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant.

9.11: The costs for the arbitrator's services, including their expenses, shall be borne equally by the parties. Each party shall pay its own expenses.

9.12: Waiver of Time Limits. Time limits for the various steps may be waived and/or extended by mutual written agreement of the parties. If either party fails to comply with the time limits herein, the grievance will be considered settled in favor of the last moving party, without precedent.

9.13: The grievance procedure is the only method of "due process" available to members of the bargaining unit with regard to labor disputes. Bargaining unit members shall have no right to appeal to the Township Merit Commission.

ARTICLE 10 – NO STRIKE/NO LOCKOUT

10.1: The Union and the members of the bargaining unit will not engage in or sanction any strikes, sit-downs, stay-ins, slowdowns, stoppages or delays of any nature during the term of this Agreement.

10.2: The Employer agrees that it will not lock out any employees during the term of the Agreement.

ARTICLE 11 – DISCIPLINE

11.1: It is agreed that maintenance of discipline is essential to the satisfactory operation of all departments. The Employer agrees to abide by the principles of corrective action and graduated penalties in ordinary cases of discipline. The discipline process will be administered as follows:

- A. Oral Reprimand.
 - 1. Excludes all directions from a department supervisor.
 - 2. A copy of the written notice provided for in 11.3 will be placed in the employee's personnel file.
- B. Written Reprimand (excludes written directions from a department supervisor).
 - 1. Excludes written directions from a department supervisor.
 - 2. A copy will be placed in the employee's personnel file.
- C. Suspension.
- D. Discharge.

11.2: Discipline and discharge shall be for just cause. It is further understood that the nature of the offense affects the severity of the penalty issued and that these steps need not be followed in cases of serious misconduct. The Employer shall supply the employee and Union written reason for any disciplinary action taken.

11.3: Prior to issuing any disciplinary action, the accused employee will be presented with written notice of the charges filed against them. The accused employee has the right to an informal hearing, conducted by the Department Director, prior the issuance of any disciplinary action. The Employer will provide the employee with an explanation of its evidence and the employee will have the opportunity to present their version of the incident. The employee shall be accompanied by a union representative at this informal hearing, unless the union representative's presence is waived in writing. The union representative will be called promptly.

11.4: All grievances involving discipline shall be filed in writing at the second step of the grievance procedure within five (5) working days, exclusive of premium pay working days, after the

discipline is given. If the employee fails to file a grievance within this time limit the penalty shall stand as final and binding.

11.5: Any contemplated disciplinary action must be taken within thirty (30) days of the Employer's knowledge of the occurrence of the alleged violation. This period may be extended by mutual agreement of the parties.

11.6: The grievance procedure is the only method of "due process" available to members of the bargaining unit in regard to labor agreement matters. Bargaining unit members shall have no right to appeal to the Township Merit Commission.

11.7: Use of Past Record. In imposing disciplinary penalty on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years prior to the current infraction. Upon request of the Union, the Employer shall supply a copy of the employee's disciplinary record.

11.8: During a meeting for which discipline is to be delivered, a Union Representative shall be present if requested by a Union member.

ARTICLE 12 – MANAGEMENT RIGHTS

12.1: Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

12.2: The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the hours of work; to decide the types of services it shall provide, including the scheduling and means of providing such services; to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate reasonable work rules unilaterally or in conjunction with the Union; to hire, lay off, assign, transfer and promote employees; to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and composition of the work force; to determine qualifications of its employees and standards of workmanship; to discharge and discipline employees for just cause; to classify positions; and to direct the working force.

12.3: The Union recognizes the right of the Employer to subcontract any work.

12.4: The Union recognizes the right of the Employer to utilize Kelly or similar temporary help services for a period of time not to exceed ninety (90) calendar days. The Union further recognizes the Employer's right to pay the agency the set fee for the use of their services.

12.5: In exercising the above rights, the Employer agrees not to violate the terms of this Collective Bargaining Agreement.

ARTICLE 13 – PROBATIONARY EMPLOYEES

13.1: A new employee shall be a probationary employee without seniority until they have completed six (6) months of service. At the end of this period, the probationary employee may be terminated or entered into the seniority list of the Employer as of the first day of their most recent regular, full-time employment with the Employer. The Employer may discharge probationary employees at any time during this period. However, any claim of discrimination in connection with the discharge may be taken up as a grievance.

13.2: An employee laid off or terminated during their probation period, but who is rehired within one year from the last day worked, will continue their probation period from the last day worked as if their service had not been interrupted by the layoff or termination.

13.3: An employee who successfully completes their probation period in the manner described shall be credited with one year of service retroactively from the date they completed their adjusted probationary period for the purpose of determining their date of employment on the seniority list.

13.4: Any probationary employee rehired after one year of their last day worked will be considered a new employee and shall begin a new probationary period.

13.5: An Employee will be considered for a promotion or lateral job transfer in the following order:

1. Full-time employees not on probation shall be considered first.
2. If no employees under (1) bid on the promotion or transfer, continuing part-time employees not on probation shall be considered next.
3. If no employees under (1) or (2) bid on the probation or transfer, full-time employees on probation shall then be considered.
4. If no employees under (1), (2), or (3) bid on the probation or transfer, continuing part-time employees on probation may apply for the open position.

13.6: An employee's probation period may be extended an additional six (6) months by the Employer in its sole discretion provided the Employer gives the employee a written statement of their deficiencies.

ARTICLE 14 – SENIORITY

14.1: Seniority is defined as the employee's term of employment since their last date of hire as a regular, full-time employee with the Employer.

14.2: Each employee, upon completion of their probation period, shall be placed on the seniority list. Employees having the same hire date shall appear on the seniority list in the order they appeared on the eligibility list.

14.3: Part-time, continuing part-time, seasonal, and temporary employees shall not acquire seniority.

14.4: Seasonal or temporary employees shall mean an employee who works irregularly and is hired for a period of not more than one hundred eighty (180) calendar days. Should the work be continued, without interruption, or be continued within ninety (90) days following the termination of such employee, the position shall be considered a full-time position and shall be filled according to the provisions of this collective bargaining agreement or the Merit Ordinance, whichever is applicable. Part-time employees shall not work more than twenty (20) hours per week and are hired for a period of not more than one year. In the event that the part-time job continues beyond the one year period, negotiations will take place to determine if the job should become a continuing part-time position.

14.5: Part-time, seasonal, and temporary, will not be used to erode the bargaining unit, rate of pay is determined by the part time wage scale adopted by the township board. No fringe benefits will be granted these employees.

14.6: Part-time, seasonal, and temporary employees will not be used to replace bargaining unit employees in a division or work during the overtime period of all the employees in the division unless all bargaining unit employees in the division have been given the opportunity to work the overtime period providing said bargaining unit employees are trained and qualified to do the work.

14.7: The Union secretary shall be given a quarterly report that lists the clerical employees hired as part-time, temporary, and seasonal, as these employees are hired, and the list shall designate date of hire, the designation, type of work for which hired, and separation date of employee at the time of separation.

14.8: Continuing Part-time Employees. The parties agree that there is a need for some employees to work as permanent, part-time employees. These employees will be identified as “continuing part-time” employees, and the terms and conditions of their employment are governed by this agreement. The total number of continuing part-time employees shall not exceed ten (10) at any given time. Any changes to this number is subject to negotiation by the parties.

- A. Continuing part-time employees shall have a one year probationary period during which time the employee shall be subject to the same provisions as are found in Article 13 of the contract.
- B. Continuing part-time employees shall have no right to promotion or transfer and have no guarantee of full-time employment with the Township. Continuing part-time TPOAM employees may bid for posted full-time TPOAM open positions in accordance with Article 13.5.
- C. Continuing part-time employees shall only be compensated with the hourly pay rate as specified in this agreement. They shall not be eligible for, nor shall they receive, any fringe benefit except where specifically provided for in this agreement.

- D. Continuing part-time employees shall not accrue seniority rights until and unless they become a regular full-time employee of the Township, at which time seniority for all purposes shall be based on the first day of said regular full-time employment with the Township.
- E. Continuing part-time Employees shall accrue seniority rights for bumping and layoff within the continuing part-time positions only.
- F. Continuing part-time employees are subject to the grievance procedure in Article 9 of the contract.

14.9: Should a continuing part-time employee become a full-time employee, their seniority as a continuing part-time shall be prorated so that they will receive one week of seniority for each forty (40) hours they have worked as a continuing part time clerk. This seniority shall be counted for purposes of layoff only. It is hereby understood and agreed to by and between the Township and the Union that if a full-time employee takes a continuing part-time position, seniority shall apply for purposes of layoff and bumping only. As a continuing part-time employee, the formerly full-time employee shall not be allowed to apply openings for full-time positions after taking a continuing part time position.

14.10: Continuing part-time employees will generally work twenty (20) hours per week, but may be assigned to work full-time on a temporary basis of no more than one hundred twenty (120) additional hours in a calendar year, based upon the operating needs of the division to which they are assigned. A continuing part-time employee assigned to work full-time on a temporary basis will be allowed a one (1) hour paid lunch.

14.11: If during the term of this agreement the Employer determines that there is a need for additional continuing part-time positions, the parties shall meet and negotiate this matter according to applicable law.

14.12: The parties agree that this agreement in no way guarantees that the continuing part-time positions shall be in existence during the entire lifetime of this collective bargaining agreement.

14.13: Notwithstanding their place on the seniority list, the Local President shall be deemed to have the most seniority for the purpose of layoff only, providing they are able to do the available work.

14.14: Continuing Part-Time employees shall be subject to all of the Articles of this agreement except as follows:

Articles 17, 18 (except Section 18.1(H)), 19, 20, 30, 32, 33, 34, 37 (except 37.3 and 37.6), 38, 40, 42 (except Section 42.1), 44, 45, 46, 47, 48, and 49.

14.15: Should a continuing part time be requested to work outside of their classification, they shall receive step-up pay at the Start of the next higher classification for all time worked consecutively in excess of one hour at the higher classification. When working in excess of one hour consecutively, all time worked including the first hour shall be paid at the start of the next higher classification.

ARTICLE 15 – LAYOFF PROCEDURE

15.1: When there is a definite reduction in force in any division, the following shall govern:

- A. Part-time, seasonal and temporary employees will be laid off in any order within the division affected by the reduction in force, providing the remaining bargaining unit employees are able to perform the work with normal instructions and supervision.
- B. Continuing part-time employees are the next to be laid off in any order within the division affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.
- C. Regular full-time probationary employees are the next to be laid off in any order within the division affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.
- D. If it is necessary to lay off additional employees, they will be laid off in reverse order of seniority within the division affected by the reduction in force, providing the remaining seniority employees are able to perform the work with normal instructions and supervision.
- E. An employee affected by a reduction in force may bump into a position of equal or lower pay grade within the bargaining unit, which is held by an employee with less seniority, provided the employee can perform the duties of the new position with normal instructions and supervision.
- F. An employee who chooses to bump shall have no choice of the position into which they will be placed, but they shall bump the least senior employee in their classification provided they can perform the work with normal instructions and supervision. If there are no lesser seniority employees in the employee's classification whose work the employee can perform with normal instructions and supervision, then the employee shall bump the least senior employee in the bargaining unit, in an equal or lesser classification, provided they can perform the work with normal instructions and supervision.

- G. An employee must notify the Employer in writing of their intention to exercise bumping rights within two (2) working days of the date of their layoff notice or they shall forfeit all rights to bump.

ARTICLE 16 – RECALL

16.1: Recall of bargaining unit employees will be in reverse order of layoff. Employees who are on the layoff list shall have five (5) working days from date of notification by registered mail or certified mail within which to return to service. Such notification shall be sent to the employee's last known address as shown on the Employer's records and it shall be the employee's obligation to provide the Employer with a current address. During this time the job may be temporarily filled by the Township. If the employee is in a situation which makes it difficult for them to return within this time, they must make a request within this time for an extension by registered or certified mail. Extensions will be granted for good cause. The Township may require proof of the reasons for the extension. If the employee fails to return during this period, they shall forfeit their seniority and rights of recall.

ARTICLE 17 – LOSS OF SENIORITY

17.1: Seniority shall be broken and forfeited if an employee:

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. Is absent for three (3) working days without notifying the Employer, unless it is physically impossible for them to do so.
- D. Fails to return after recall.
- E. Is laid off for a period equal to their seniority at the time of layoff, or for four (4) years, whichever is less.
- F. Separates upon settlement covering total disability.
- G. Fails to return from any leave of absence as defined in this Agreement.

ARTICLE 18 – VACANCIES

18.1: The following procedures shall be applied in all cases of vacancies:

- A. Whenever a vacancy exists in a Union position, the Employer shall determine whether the vacancy shall be filled. The Employer will meet and discuss with

the union in the event of any major changes or alterations to or removal of any current position in this bargaining unit. A letter will also be written by the employer, and signed by the Employer and the Union president.

- B. Should the Employer determine that a vacancy be filled, it will post a notice of such vacancy. The notice will contain the qualifications required of the applicant for the position and a brief description of the job duties. Said qualifications shall be reasonable and related to the particular job. The job shall be posted for five (5) working days, and employees shall have the opportunity to bid on the job during this five (5) day period.
- C. The vacancy shall be filled from among the top three (3) senior and qualified employees bidding on the job as a promotion. The Employer shall also consider those employees bidding on the job as a lateral transfer in accordance with Article 19, Section 19.1 and those employees bidding on the job as a demotion. The Employer shall use its discretion in making the selection to fill the vacancy from the above mentioned applicants.
- D. If, upon posting for a vacancy, it is determined there are no qualified applicants who are current bargaining unit members, the Employer may fill the position with a person from outside the bargaining unit.
- E. Promotions will not be automatic upon completion of any term of service with the Township; and will only be granted as set forth in Sections A – D of this Article.
- F. An employee promoted in accordance with Sections A – D of this Article will be advanced to the step in the new classification that gives them at least a 6% raise. The employee shall then progress in that pay grade according to length of service in that grade, said date of service commencing on the date of promotion.
- G. Whenever a bargaining unit position is reclassified to a higher pay grade and there is an incumbent in the position, the incumbent will be reclassified without having to take a qualifying examination and they shall be paid at the step that gives them at least a 6% raise.
- H. In addition to signing the bid sheet in accordance with Section 18.1, above, an employee interested in a promotion shall present a resume to the Human Resources Manager detailing the employee's experience and training which the employee feels qualifies them for the position. This resume must be presented to the Human Resources Manager within the five (5) day posting period. The examination shall be determined by the Employer and shall be included in the posting.

- I. Openings for the positions of Executive Assistant shall be posted to the clerical bargaining unit members.
- J. There shall be ninety (90) calendar day evaluation period during which time the employee will be evaluated based on their ability to perform duties of the job description. If at any time during the evaluation period, the Employer feels the employee will not be successful in fulfilling the requirements of the position, the employee may be returned to their original position. An employee shall be allowed to return to their former position within thirty (30) calendar days of entry into the new position if the employee so desires. The date of return to the department will be at the determination of the department directors.

ARTICLE 19 – TEMPORARY OPENINGS, LATERAL TRANSFERS

19.1: The Employer shall have the right to fill temporary openings and make lateral transfers at its discretion.

19.2: Rates on Transfer:

- A. Full time employee transferring to continuing part-time position shall be entitled to the following:
 - i. Wages. A TPOAM member who opts to transfer from a full-time union position to a continuing part-time union position shall be paid at the continuing part-time rate based on their years of service within the TPOAM Union of Canton Township.
 - ii. Paid-Time Off. A full-time employee in a TPOAM union position transferring to a continuing part-time TPOAM Union position shall be required to buy-out their PTO bank, which shall be paid at the employee's full-time rate; provided, however, that the employee may leave up to 20 hours of PTO in their bank with the understanding that as a continuing part-time employee they shall only be entitled to cash out or rollover not more than a total of 12 hours of PTO at the end of each calendar year. A full-time employee who has completed a full year of employment with Canton and opts to transfer to a continuing part-time position shall not have to wait the two year elimination period before beginning to accrue PTO, and shall thereafter accrue PTO at the continuing part-time rate based on years of service within the TPOAM Union of Canton Township.

Any approved PTO scheduled prior to the full-time employee transferring to a continuing part-time position shall have to be re-approved by the employee's new supervisor.

- iii. Probation. A union employee who has completed their 6-month probationary period shall not be required to undergo a new probationary period upon transferring from full-time to continuing part-time.
- iv. Seniority. A full-time union employee shall have their seniority converted to match equivalent years of service under the continuing part-time scale (e.g. an employee working in a full-time position for 8 years shall have their seniority time adjusted to 16 years for purposes of the continuing part-time seniority list).
- v. Preference. TPOAM union employees will be considered for continuing part-time positions in the same preference order as promotions or lateral job transfers.
- vi. Retirement Benefits: To the extent the employee is vested in their MERS defined benefit or Hybrid plan at the time of the transfer, the benefit shall be "frozen" as of said date, and no further service credit shall accrue. If vested, pension benefits shall be deferred until the employee meets the age requirements outlined in the MERS Plan Document. If an individual begins receiving MERS pension benefits through the Township, they are no longer eligible to be actively employed by Canton Township. Upon separation of employment from the Township, the employee shall be eligible to collect any retirement income benefits to which they are entitled in accordance with their respective MERS Plan. A Union employee transferring from a full-time to a continuing part-time position shall not be considered to have "retired" and shall not at any time be eligible for retiree health care, unless the employee has otherwise met the eligibility requirements for retiree health care prior to the transfer to the continuing part-time position, subject to the terms of the CBA in effect at the time of final separation from Canton Township. The employee will not be eligible to collect retiree health care while still employed with Canton.

- B. Any employee requested by the Employer to work at a classification higher than their regular classification for more than one (1) hour consecutively in a work day, shall be

paid at the pay step in the higher classification that would give the employee an increase over their current rate of pay. When working in excess of one hour consecutively, all time worked including the first hour shall be paid at the start of the next higher classification.

- C. There shall be ninety (90) calendar day evaluation period during which time the employee will be evaluated based on their ability to perform duties of the job description. If at any time during the evaluation period, the Employer feels the employee will not be successful in fulfilling the requirements of the position, the employee may be returned to their original position. An employee shall be allowed to return to their former position within thirty (30) calendar days of entry into the new position if the employee so desires. The date of return to the department will be at the determination of the department directors.

ARTICLE 20 – LEAVES OF ABSENCE

20.1: Requesting Leave of Absence. Upon application to and approval from the appropriate Department Director and the Human Resource Manager, a leave of absence may be granted, for any reason without pay, to employees for up to ninety (90) work days. All requests must be submitted a minimum of ten (10) working days in advance. No employee may work at a different job or for a different Employer while on leave of absence unless clearly stated in the approval or provided for in the leave.

20.2: Reasons for Leaves. Leaves will be granted for the following reasons, which are not all inclusive:

- A. Leave may be granted to settle an estate outside of the immediate residence of the employee, not to exceed six (6) months, based on need, proof of said need may be required by the Employer. Approval of this leave will not be unreasonably denied.
- B. Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation, may attend a recognized university, trade school, or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.
- C. Pregnancy Disability Leave.
 - 1. Pregnancy disability leave shall be administered in accordance with state and federal law.

2. A leave of absence for child care may be granted upon request for a period of not more than one (1) year. An extension may be granted for up to one (1) additional year.

D. All Military Reserve Units as it applies to cruises, encampments and/or temporary call out duty.

20.3: Returning from Leave of Absence. When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer that they are returning ready, willing and able to work at least three (3) working days before their return to work. For leaves of absence of thirty (30) work days duration or longer, the employee must give at least fifteen (15) calendar days' notice of intent to return to work. These notices may be waived by the Employer in its sole discretion. Employees returning from leave in six (6) months or less shall return to the same position; if leave is greater than six (6) months, the employee shall return with the same classification to the same or similar position.

20.4: Requests for Extension of Leaves. Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer shall respond, granting or denying the request for extension within five (5) calendar days prior to the expiration of the original or extended leave. Both the request for extension and the answer shall be in writing.

20.5: Copies of Leaves of Absence. The Union will be given copies of leaves of absence when granted.

20.6: Seniority During Leaves. Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time leave was granted or two (2) years, whichever occurs first. No fringe benefits will be continued or accrued during the term of the leave of absence except as otherwise indicated in this Agreement. If an employee is on an approved leave during their probationary period, their seniority shall continue and accumulate as described above; provided that their six (6) month probation period will be held in abeyance during the leave and shall be continued following return from the leave until six (6) months of actual time worked has been achieved.

20.7: Except as otherwise provided in this Agreement, the Employer shall not provide any economic benefits for any types of leave, including, but not limited to, child care, educational, military, and union business leaves.

20.8: Economic Benefits During Approved Sick or Disability Leaves. During approved, extended leaves, the Employer shall continue to provide health, disability, and life insurances as provided in Article 46; Article 47, Section 47.1; and Article 48.

20.9: Family and Medical Leave Policy. An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's FMLA Policy in addition to all other relevant sections of this contract, and any other applicable laws.

20.10: An employee requesting sick leave for psychological or stress reasons must provide proof that they are currently under the care of a licensed clinical psychologist or psychiatrist.

ARTICLE 21 – UNION BULLETIN BOARD

21.1: The Employer agrees to provide the Union with Union bulletin boards in Township buildings in which there are Union employees regularly employed. These bulletin boards, or anything posted thereon, 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. Recreational and social events of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of Union committees.
- E. Rulings or policies of the Union.

21.2: The policing of the Union bulletin boards is an obligation of the Union.

21.3: Any material posted on the bulletin boards and authorized by the Union to be posted which contain anything political or controversial, or anything reflecting poorly upon the Employer, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall entitle the Employer to require the Union to remove such material.

ARTICLE 22 – WORK RULES

22.1: The Employer reserves the right to publish reasonable work rules from time to time. These will become effective within five (5) work days after notification to the TPOAM Union Board. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure within thirty (30) calendar days after publication. The Union will be provided a copy of all work rules.

ARTICLE 23 – SAFETY COMMITTEE

23.1: A safety committee of the Union and Employer's representatives is hereby established. The parties to this Agreement hold themselves mutually responsible for cooperative enforcement of

safety rules and health regulations. The committee will consist of the Union and Employer representatives, and may meet monthly during regular working hours for purposes of making safety recommendations to the Township officials and Union officers.

ARTICLE 24 – RESIDENCY CLAUSE

24.1: The Employer agrees that it shall not be a condition of employment the employees be residents of the Township now or in the future.

ARTICLE 25 – ANOTHER LABOR GROUP

25.1: The Employer agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining for employees in this Union, nor will it bargain or enter into any agreement with such group or organization.

ARTICLE 26 – IDENTIFICATION CARDS

26.1: Identification cards may be provided to employees. If provided, these cards must be carried at all times during working hours. It is understood that these cards remain the property of the Employer and upon request of the Employer, or at termination of employment, the cards must be returned to the Employer.

ARTICLE 27 – ATTENDANCE

27.1: Employees are expected to report to work on time and to observe the working hours that have been established.

27.2: Employees who report to work late shall have the time deducted from their pay in increments of fifteen (15) minutes.

27.3: Employees who are absent must notify the Employer's designated representatives, unless it is physically impossible to do so, prior to the start of their shift. The Employer will provide a phone number for the employees to call to report their absence.

ARTICLE 28 – MAINTENANCE OF CONDITIONS

28.1: The Employer agrees that it will not reduce the wages in effect at the time prior to ratification of this Agreement, except as may be agreed to by the parties. The Employer further agrees, insofar as it is economically practical, to continue its practice as to hours of work and overtime policy, except as may be provided for in this Agreement.

ARTICLE 29 – LIABILITY INSURANCE

29.1: The Employer shall provide liability insurance which will fully protect the employees from any damage claims arising in the course of their employment, providing such liability insurance coverage is reasonably available in the insurance market. The Employer has the right to participate in self-insurance programs.

ARTICLE 30 – INCLEMENT WEATHER/ BUILDING CLOSURES

30.1: The decision to close the Township offices will be made by the Township Supervisor. Once the decision has been made that the offices are closed for the day, a notice will be posted on the front page of the Canton Township website. In the event that the Township Hall closes and employees are unable to work they will be compensated for their regularly scheduled hours. An employee who has approved PTO for a day that the township closes will continue to be charged PTO and no adjustments will be made. Further employees will not be allowed to cancel their PTO in anticipation of a closure.

ARTICLE 31 – UNIFORMS

31.1: Bargaining unit employees who are required to wear uniforms on the job will wear them in accordance with departmental standards.

ARTICLE 32 – HOURS OF WORK

32.1: The normal work week shall consist of a five (5) day, forty (40) hour paid week, extending from Monday through Friday inclusive, with a maximum of eight (8) hours in any one day and a maximum of forty (40) hours in any one week. Changes in an employee's schedule shall require ten (10) working days advance notice to the employee unless waived by the employee.

32.2: The Township's business hours are 8:30 am to 4:30 pm, unless the operating needs of a division require a different schedule, and Employees are expected to work their scheduled hours unless using PTO. Provided, however, that some positions may require flexible working hours. Therefore, if mutually agreed upon between the Employee and the Township, a flex-time schedule may be worked out between the Employee and their manager, subject to the approval of the Department Director or their designee. The intent of a flex-time schedule is a long-term schedule change, and not a day-to-day schedule change to avoid overtime.

32.3: It is understood and mutually agreed that because of the operating needs of divisions, other schedules of work weeks are also necessary outside of the normal work week defined above and shall not be limited by the foregoing language.

32.4: It is mutually agreed to that the "operating needs of divisions" must be reasonable and the reasonableness of these needs are subject to the grievance procedure. It is specifically agreed

between the parties that due to the nature of the work involved in the twenty-four (24) hour divisions (i.e., police and fire) the schedules of bargaining unit employees in these divisions will conform to the individual division's needs.

32.5: Any change of hours on a Township-wide basis shall be subject to negotiations between the two parties.

32.6: Lunch and Breaks. Employees will be allowed a one (1) hour paid lunch. The Township shall continue its current policy in regards to breaks.

ARTICLE 33 – OVERTIME/COMPENSATORY TIME

33.1: Employees may opt to be paid overtime or accrue compensatory time at a rate of time and one half of the regular rate of pay for all hours worked in excess of eight (8) hours per day or 40 hours per week. All time worked on Sundays and holidays will be compensated at the double time rate and paid in the corresponding paycheck.

33.2: Equalized Overtime. The Township will distribute overtime opportunities as equitably as practical, with the objective of having employees in the same classification in a division end each six (6) month overtime period with as small a variation in overtime opportunities as is reasonable under all the circumstances.

33.3: Compensatory Time.

- A. Maximum accrual bank balance of 40 hours compensatory time at any time.
- B. Requests for use of compensatory time must be made before the end of the employee's last shift worked. The only exception to this is that comp time can be used for up to 30 minutes to cover a tardy.
- C. Division managers have discretion in approving or denying the taking of compensatory time, but shall not unreasonably withhold approval.
- D. Any balance over 24 hours compensatory time in an employee's bank as of December 31st will be paid at Employee's then current rate of pay. Payment will be made in the paycheck which covers December 31st.
- E. Compensatory time must be used in 15 minute increments.

33.4: Employees must obtain approval from their supervisor or manager before working overtime.

ARTICLE 34 – CALL-IN TIME

34.1: If an employee is called to work early on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then they shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or double time for a Sunday or Holiday. If any employee is called to work on a scheduled work day less than two (2) hours prior to their normal starting time, they will receive the two (2) hour minimum at time and one-half (1-1/2).

34.2: The Employer reserves the right to keep the employee the two (2) hour minimum to do available bargaining unit work.

34.3: This provision does not deal in any way with overtime which has been previously scheduled immediately prior to or immediately after the employee’s normal work hours.

ARTICLE 35 – NEW JOBS

35.1: The Employer will negotiate as required by applicable law in regards to the creation of new jobs. The Employer will meet and negotiate with the union in the event of any changes or alterations to the current, new or proposed job descriptions within this bargaining unit.

ARTICLE 36 – HOLIDAY PAY

36.1: Employees will be paid for the following holidays, subject to the requirements stated herein:

New Year’s Day	Veteran’s Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year’s Day
Labor Day	

- A. Employees shall be paid their regular straight time rate for the holiday.
- B. An employee must work their regularly scheduled day both the day before and after a holiday in order to qualify for such pay, unless the employee is on short term disability or previously scheduled PTO/comp time, or has been excused by the Department Director and Human Resource Manager. An employee on short term disability will not receive holiday pay during the term of their disability beginning from the last day worked.
- C. Continuing Part Time employees who have completed two years of service with Canton Township shall receive four hours pay for each of the above Township holidays.

36.2: If an employee works on any of the above-mentioned holidays, they shall be paid double time for all time worked, plus holiday pay.

36.3: When any of the above enumerated holidays fall on Saturday or Sunday, the work day observed as the holiday by the State government shall be given off. If no such day is designated by the State government, the following shall prevail:

- A. When the holiday falls on a Saturday, the next preceding work day closest to the holiday shall be given off.
- B. When the holiday falls on a Sunday, the next following work day closest to the holiday shall be given off.

If an employee is called in to work on a Township-observed holiday, they shall be entitled to be paid double time for all hours worked.

ARTICLE 37 – PAID TIME OFF (PTO)

37.1: Employees are accountable and responsible for managing their own Paid-Time Off (PTO) hours to allow for adequate reserves if there is a need to cover vacation, short term illness, appointments, emergencies or other needs that require time away from. This leave time is inclusive, containing provisions for vacation, sick, and personal time.

37.2: PTO benefits will accrue monthly on Employee's anniversary date of hire. They will accrue beginning at the date of hire and become available to Employee after thirty days of employment, as with other fringe benefits. An Employee on unpaid leave, non-duty disability or short term disability leave at any time during the monthly accrual period will receive their monthly accrual on their anniversary date, provided that the Employee has worked twelve (12) regularly scheduled work days in their accrual period. The elimination period for short term disability will not be counted as days worked. The PTO period will be from January 1 to December 31 of each year.

37.3: Employees shall be granted time off in accordance with the following schedule:

- A. During the first year of service a monthly pro rata allowance of twelve (12) hours per month from the employee's date of hire (144 hours).
- B. After one (1) year of completed service, but less than five (5) years of service from anniversary date of employment, a monthly prorated allowance that will total eighteen (18) work days per year (twelve (12) hours per month) (144 hours).
- C. After five (5) years of completed service, but less than ten (10) years of service from anniversary date of employment, a monthly prorated allowance

that will total twenty-four (24) work days per year (sixteen (16) hours per month) (192 hours).

- D. After ten (10) years of completed service, but less than fifteen (15) years of service, from anniversary date of employment, a monthly pro rata allowance that will total thirty (30) work days per year (twenty (20) hours per month) (240 hours).
- E. After fifteen (15) years of completed service or more from anniversary date of employment, a monthly pro rata allowance that will total thirty six (36) work days per year (twenty-four (24) hours per month) (288 hours).
- F. After twenty-five (25) years of completed service or more from anniversary date of employment, a monthly pro rata allowance that will total thirty-nine (39) work days per year (twenty-six (26) hours per month) (312 hours).

Continuing Part-Time employees who have completed two years of service with Canton Township shall receive one-half (½) of the annual PTO allowance in Subsections B, C, D, E and F above based on their years of service with Canton Township. Continuing Part-Time employees shall be entitled to cash out or rollover not more than 12 hours of accrued, unused PTO each year.

37.4: The maximum number of accumulated hours of paid time off is two (2) times the annual accrual rate.

Employees shall be entitled to cash out up to 80 hours of unused PTO at the request of the employee, to be paid in the pay period including December 1, at the Employee's then rate of pay. Any remaining accumulated and unused PTO shall be rolled over to the following year, until such time as their PTO bank equals two times the Employee's then current annual accrual amount. Any unused PTO in excess of that paid out and rolled over shall be forfeited by the Employee.

- A. There shall be two PTO pick periods per calendar year.
 - 1. From January 1st through February 28th, employees shall select PTO to be taken off between July 1st and December 31st of that calendar year.
 - 2. From July 1st through August 31st, employees shall select PTO to be taken off between January 1st and June 30th of the following calendar year.
 - 3. In the event more than one employee desires the same PTO time then seniority will prevail.

4. All other requests for PTO will be dealt with on a first come-first served basis.
5. PTO requests will be approved provided the time off does not work a hardship on the division.

37.5: PTO may be taken in 15 minute increments.

37.6: Employees separated from the Township due to death or retirement shall be compensated in cash for 100% unused PTO accumulated at the regular base rate of pay at the time of separation. 50% will apply to MERS FAC. An employee who resigns will be paid for 100% of unused PTO provided they give a minimum of two (2) weeks written notice Township of their intent to resign. Employees who are involuntarily terminated will be paid for 100% of unused PTO time, of which 50% will be reported to MERS as wages. Employees with less than one year of service whose employment is terminated for any reason, or who resigns, are not entitled to any PTO benefits.

37.7: PTO may be used for any scheduled time off work within a calendar year. Employees may take up to six unscheduled PTO days in a rolling 12-month period. An employee taking subsequent unscheduled PTO within the rolling 12 month is subject to progressive discipline in accordance with article 11 of this collective bargaining agreement. In the event that an employee has a consecutive day absence, the Department Director and the HR Manager will jointly review the employee's circumstances surrounding the absence, employee attendance history, and may deem the absence to be one occurrence. Unplanned absences of more than three (3) consecutive scheduled shifts may require a physician's note.

ARTICLE 38 – SHORT TERM DISABILITY

38.1 The Employer shall provide short term disability benefits for each employee. These benefits shall equal 100% of the employee's current hourly wage as of the last day worked to a maximum of 60 days at which time the short term disability will be reduced to 75% of an employee's current hourly wage as of the last day worked for no more than 30 days (day 61-90) at which time the short term disability shall be reduced to 65% of an employees pay as of the last day worked until the employee has met the 180 day elimination period of the long-term disability policy. This policy shall take effect and pay benefits to the employee after the employee has been disabled for fourteen (14) consecutive calendar days after the last day worked for the Employer. Employee rate of pay shall be frozen as of the date of the last day of work. For purposes of this Article, "disability" is as determined within the standards of the insurance industry.

38.2 When an employee is off on leave that may qualify for short term disability. The employee shall be paid for all time off at the rate of the last day worked pending final determination of short term disability. If approved an employee will only be required to use their accumulated PTO up to the point they are eligible for short term disability benefits. Employees will be allowed to augment their pay after 61- 90 days through the use of PTO or comp time. Under no circumstances may an employee be paid more than their current hourly wage as of the last day worked.

38.3 Those employees with a balance in their “sick bank” as of 1/1/13 will have this bank frozen available to be used to offset the 14 day elimination period, and to augment reduced short term disability up to the 120th day. The bank will not increase, and will decrease as used.

38.4: The Employer reserves the right to conduct reasonable investigations regarding an employee’s claim of disability including requiring the employee to be examined by a physician of the Employer’s choosing. The Employer shall pay the fees for said examination.

38.5: When it has been determined that an employee has violated the spirit and intent of the short term disability policy, the employee shall be subject to the following provisions:

- A. All short term disability payments taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee’s future earnings.
- B. Violation of the short term disability policy shall be grounds for disciplinary action, up to and including discharge.

38.6 Should an employee return to work and go back out on short term disability for the same injury within 45 days of returning, an employee’s short-term disability shall not restart but shall be accumulatively applied towards an employee’s long-term elimination period.

ARTICLE 39 - BEREAVEMENT LEAVE

39.1: When an employee is absent from work due to a death of a spouse, child or parent the Employer will pay the employee their regular straight-time rate of pay for up to a total of five (5) consecutive working days. For a death of the employee’s step-children, step-parent, grand-children, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or employee’s spouse’s parents, grandparents, brothers or sisters, and actually attends the funeral/service, the Employer will pay the employee their straight-time rate of pay for up to a total of three (3) consecutive working days, or up to five (5) working days if the funeral is in excess of 250 miles from the Township. The funeral/service shall fall within the consecutive days outlined above. The employee may be required to furnish proof of death in the family and attendance at the funeral/service. This leave is not chargeable to PTO or comp time. Additional time may be granted by the employee's Department Director, in unusual or extenuating circumstances. Requests for additional time shall not be unreasonably denied. Additional time for bereavement may be granted, an employee will be required to use PTO, comp time or go unpaid for any additional time.

ARTICLE 40 - JURY DUTY

40.1: When an employee is called to report for jury duty, they shall be paid by the Employer for each day spent performing jury duty, if the employee would otherwise have been scheduled to work for the Employer, at their regular straight time rate of pay, up to eight (8) hours pay, for a period not to exceed thirty (30) days in any one calendar year. Provided, however, that the employee must remit to the Township any compensation received for jury service. Employees dismissed from jury duty prior to noon on a scheduled work day shall return to work. Additional time may be granted in the sole discretion of the Employer

ARTICLE 41 - PAY PERIOD

41.1: The Township agrees to continue bi-weekly pay periods.

ARTICLE 42 - WORKERS' COMPENSATION

42.1: Each employee will be covered by the workers' compensation laws of the State of Michigan as set forth at MCL §418.101 et seq., and leave due to a bona fide work-related injury will be administered in accordance with the current law.

42.2: Any full-time employee after completion of their new hire probationary period who suffers a loss time injury compensable under the Workers' Compensation Act and if the employee is unable to return to full time work even with accommodations, the Employer shall pay the difference between the amount of worker's compensation benefits and the employee's then base rate of pay for a period of eighteen (18) months. The employee will continue to receive all benefits afforded to actively working members of the bargaining unit for the first eighteen (18) months of the duty disability leave.

42.3: As long as the employee is eligible for and receives Workers' Compensation payments, the Employer shall continue health insurance coverage. After the above 18 month period, the life insurance coverage may be continued by the employee paying the premium.

42.4: The Township may offer the employee a job at their regular rate of pay which the employee may not refuse if such job is available in the Township.

42.5: Employee may NOT work for another employer while receiving Workers' Compensation benefits and supplementation from Township.

42.6: No employee shall receive more than 100% of their base salary while on a leave of absence due to duty disability. In the event an injured employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this Article will be limited to bringing the employee to their regular base wage rate.

42.7: The Township reserves the right to participate in self-insurance programs to provide workers' compensation benefits.

42.8: If it is determined that an employee's disability did not arise out of and in the course of employment, the employee is required to reimburse the Township for all payments made by the Township. The Township may utilize any accumulated sick, PTO or leave time credited to the employee to recoup the amounts paid to the employee. The Township shall also recover any excess payments the employee received. To avoid hardship on the employee, any such recovery of excess pay shall be made over the same length of time as that in which the excess payments were made, provided the employee remains employed by the Township. If the employee leaves the employment of the Township prior to completely reimbursing the Township for these payments, the Township may take any appropriate legal action.

ARTICLE 43 – MILEAGE

43.1: If an employee is required to use their own car for Township-related business, they will be reimbursed at the current IRS allowable rate.

ARTICLE 44 - PENSION PLAN

44.1: TPOAM bargaining unit employees enrolled in the MERS Defined Benefit program as of 1/1/13 will have the following provisions:

- A. Benefit Program –Effective 1/1/13, the multiplier will be bridged down from 2.5% to 2.25%. This benefit shall not exceed 80% of the employee's final average compensation.
- B. V10 – Vesting in 10 years.
- C. F55/15 – Full pension benefit will be payable if age 55 is attained with at least 15 years of credited service.
- D. FAC3 (Highest 36 consecutive months) – Final average compensation will be calculated using the frozen FAC method. The final benefit will be calculated as the sum of the benefit accrued under the original benefit structure and the benefit accrued under the bridged-down benefit structure.
- E. This program shall not include the E2 rider or any other escalator rider.

44.2: All new hires after January 1, 2013 will be placed in the MERS Hybrid plan as follows:

- A. Benefit Program –1.5% multiplier.

The Employer shall contribute annually 2% of base wages into employees MERS 457(b) plan, organized under IRC 457(b). This payment shall only apply to those employees on the hybrid pension. The employee is encouraged but is not required to contribute to this account.

- B. 6 year vesting

- C. Normal Retirement Age: 60.

- D. FAC3-. Average of the highest consecutive 3 year (36 months) period of the employee's credited service.

44.3: Employer Contribution to Pension Plans. For all pension plans: Except as otherwise provided herein, the Employer contribution shall be 10%, and the employee contribution is 5%.

- A. In the event the Employer contribution as required by an annual valuation exceeds 10%, the Township will submit resolutions to change, for that year, the employee contribution toward the Hybrid Defined Contribution portion or Defined Benefit plan. The Employee Hybrid DC amount will decrease by the amount required to fund the DB plan above 10%. For those enrolled in the straight Defined Benefit plan, their required contribution will increase over their minimum 5% by the amount necessary to fund the plan as required by MERS above the 10% employer cap. The Employer shall pay the balance of the required annual contribution, even if that amount shall exceed 10%, and the Employee's contribution shall not exceed 10%.
- B. During years that the required Employer contribution to the Hybrid DB plan is less than 10%, the Township will continue to fund the plan at 10% until the plan is 100% funded.
- C. During years when the required Employer contribution to the straight DB plan is less than 10%, the Township will continue to fund the plan at 10% until the plan is 100% funded.

ARTICLE 45 - LONGEVITY PAY

45.1: The Employer agrees to grant the following longevity pay to employees hired before January 1, 2009:

- A. Upon completion of five (5) years continuous service, eligible employees will be paid five hundred (\$500.00) dollars.

- B. An additional one hundred (\$100.00) dollars a year will be paid to eligible employees for each additional year of service (beyond five (5) years) to a maximum of two thousand (\$2,000.00) dollars.
- C. Longevity payments will be made the first pay period of November of each year. An employee must be on the payroll of the Township on the date when the longevity payment is made in order to receive said payment. Longevity pay shall not be prorated.

45.2: All employees receiving Longevity pay shall have their Longevity frozen at their current rate as of January 1, 2009. There will be no future increases in Longevity Pay.

All TPOAM employees currently receiving longevity, along with those Employees hired prior to January 1, 2009, shall receive a one-time of \$400 over their 2016 rate up to a maximum of \$2,000. There will be no further increases in longevity allowances for the duration of this agreement. Longevity is eliminated for all new hires after January 1, 2009.

45.3: If any Non-Act 312 Units receive a longevity benefit that is greater than the freeze shown above, then the Union shall be entitled to the same benefit.

ARTICLE 46 - LIFE INSURANCE

46.1: Each employee will be covered by \$50,000 group life insurance and \$50,000 accidental death or dismemberment group coverage, at no cost to the employee.

46.2: The Employer shall also provide Union retirees with a \$1,000 group life insurance policy.

ARTICLE 47 -HEALTH INSURANCE

47.1 The Employer shall provide family medical and prescription insurance coverage.

- A. Said coverage to include:
 - 1. Hospitalization.
 - 2. Major Medical.
 - 3. Comprehensive/Preventive Maintenance.
 - 4. Prescription Drug Program with a \$10/\$20/\$30 co-pay.
- B. The Township will offer a minimum of two (2) health plan options with different levels of premium contributions required by the employees.
- C. At least one option will include a \$20 office visit co-pay and 100% coverage for hospitalization and surgical services.

- D. If, during the term of this Agreement, another Township employee group is offered a health insurance plan with benefits in excess of the plans in place as of January 1, 2013, such health plans shall be offered to members of this Union on the same terms.

47.2 The Employer shall provide dental coverage.

- A. Said coverage to include:

- 1. Preventive & Diagnostic @ 100%
- 2. Basic @ 80%
- 3. Major @ 80%
- 4. Orthodontics @ 50% (Max. lifetime benefit to be \$1,000.)

Annual Maximum will be \$1,000 per covered individual.

47.3 Canton Township will provide optical reimbursement benefits to those employees and eligible dependents who receive Township-provided health insurance. The Township will reimburse employees \$250 and their eligible covered dependents up to \$200 every year for eye examinations, lenses and frames, or contact lenses. For those Employees opting out of the Township-provided insurance, the Township will reimburse up to \$200 every year for eye examinations, lenses and frames, or contact lenses for the Employee only. Employees shall be required to pay for the examination and lenses and shall be reimbursed by the Employer upon presentation of an itemized paid bill for the services rendered.

47.4. The Employer shall provide the option for an employee to withdraw from the health insurance coverage and/or dental coverage provided by the Township if they provide proof they are covered under another health insurance and/or dental insurance plan (i.e. covered by spouse, parent, or other source). An employee who chooses to withdraw shall receive \$1,200.00 paid in twelve (12) equal monthly installments on the first pay date of the month for health insurance, and \$120 paid in twelve (12) equal monthly installments on the first pay date of the month for dental insurance.

- A. The employee shall sign a waiver of benefits from annually during the open enrollment period to receive the waiver payment. If for any reason the employee experiences a “life change,” i.e. divorce, death, birth of a child, marriage, etc., during the benefit year, the employee shall notify the Employer within thirty (30) days of the “life change” event and the Employer shall arrange for dating back to the date of the “life change.” However, if payment has been made for waiving the plan, the employee will have to pay back an appropriate pro-rated amount.
- B. The payout for waiving health insurance shall not be available for married employees when both spouses are eligible for healthcare coverage in a Township health plan either as an employee or retiree. For employees married

after 1/1/13. The Employer will pay for only one insurance coverage per family.

- C. If, for any reason, this plan shall jeopardize the tax exempt status of the health benefits of other employees, the Union and Township shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance coverage for the other employees remain tax exempt.

47.5 The dental coverage of the employee's family shall include the employee, employee's spouse and eligible children until their 26th birthday. The medical coverage of the employee's family shall include the employee, employee's spouse and eligible children until the end of the month in which the eligible dependent turns 26.

47.6 New hires will be eligible to enroll in the Township medical, prescription and dental plans and eligible for the optical reimbursement the 1st of the month following 30 days of employment. For employees opting to waive Township medical and prescription and/or dental coverage, eligibility for the cash waiver will begin the 1st pay of the month following 30 days of employment.

47.7 Employees hired on or after 1/1/13 will not receive health care benefits upon retirement. The Township will establish a Health Care Savings Plan and contribute \$50 per pay period for each employee hired on or after 1/1/13 for the first 5 years of employment. On the first pay following the employees 5 year anniversary this contribution will increase to \$75 per pay period. This plan will be administered according the IRS requirements.

47.8 The Employer has the right to select or change carriers after discussion with the Union; provided that one option has coverage as outlined in Section 47.1 of this article.

47.9 Non-Duty Related Death Health Insurance Continuation. In the event an employee has met the age of 55 and has 15 years of service, yet continues as an active, full-time Township employee in this bargaining unit, and they suffers a non-duty related death, the medical and prescription coverage shall be continued for the employee's spouse and dependent children. Only dependents who were eligible dependents of the employee on the date of death will be eligible to be covered by the Township insurance. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance, including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through their employer, or is no longer considered a dependent by the insurance company, etc.) whichever comes first. In the event the spouse/dependent loses the other insurance, they will be allowed to opt back into the Township health plan as long as eligibility and enrollment requirements as outlined by the plan document, and contribution requirements are met. Absent other insurance, upon the spouse reaching full Medicare eligibility, the Employer will assume the full cost of Medicare Supplement coverage.

47.10: In the event of the death of an active full-time employee who is not yet eligible for retirement, the spouse and eligible dependents who are covered under the Canton health plan on the date of death, will continue to be covered under the plan for an additional six (6) month period.

47.11 Employee Contribution Toward Health Insurance. In accordance with the requirements of the Publicly Funded Health Insurance Contribution Act, Act 152 of the Public Acts of 2011 (“Act 152”), as amended, employees shall contribute towards the health insurance premiums for any plans offered by the Township, and selected by the employee, in accordance with the annual decision of the Canton Township Board of Trustees in compliance with Act 152.

For the term of this Agreement, it is the intention of the Employer to offer the lowest cost health plan at no cost to the employees, provided that doing so allows the Township to remain in compliance with Public Act 152, as amended.

47.12 Retiree Benefits.

A. Health Insurance:

1. To be eligible to receive retiree health benefits from the Township, a retiree must have attained the age of 55, and have a minimum of 15 years of actual time worked for the Township. This benefit includes the employee’s spouse and eligible dependent children at the time of retirement.
2. Upon the death of a retiree, health benefits shall be continued for the retiree’s spouse and dependent children. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance, including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his/their employer, or is no longer considered a dependent by the insurance company, etc.), whichever occurs first.
3. Employees who retire after 1/1/13 may enroll annually in the lowest cost health plan offered by the Township at no cost to the employee. Retirees who opt for a higher cost plan that may require an employee contribution, will be required to make the same annual contribution on a post-tax basis, through payment to the Human Resource Department on a monthly basis.
4. Upon reaching full Medicare eligibility, the retiree and dependents must enroll in Medicare Parts A and B when initially eligible. When the retiree reaches Medicare eligibility, the Employer will assume the full cost of the Medicare compliment insurance plan for the retiree and their spouse.

B. Retiree Cash Option. A retiree, after verifying to the Employer that they are covered by health insurance through their spouse, may elect not to participate in the health insurance plan currently offered to retirees.

1. In such event, retirees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200) annually (prorated at \$100 per month) which shall be paid on the first pay in January for the previous year.
2. If a retiree elects not to participate in the health insurance plan, they will not be allowed to re-enter the plan until the next regular scheduled enrollment period. However, if a retiree loses health insurance coverage through their spouse, the retiree will be allowed to re-enter the retiree health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.
3. This cash option shall no longer be available to a retiree once they reach full Medicare eligibility. The cash option shall be prorated through the month the retiree reaches full Medicare eligibility at a rate of \$100 per month.
4. This cash option shall not be available upon retirement for employees with a hire date on or after 1/1/13.

C. Retiree Dental Insurance.

1. Upon retirement, the retiree only will continue to receive dental coverage at the benefit level and cost in place the last day of employment.
2. The retiree may purchase dental coverage, at their option and at their expense, for their spouse and eligible dependents. In order to be eligible to be covered under the Township plan, the spouse and dependents must have been eligible dependents on the last day of employment. The retiree shall pay the full cost of the premium for this coverage annually in advance. The retiree's payment must be received by the Canton Township Human Resources Division by check or bank money order payable to Canton Township, prior to the last Township work day of each year in order to ensure coverage for the following year. Failure to timely remit payment will result in the immediate cancellation of this coverage.

ARTICLE 48 – LONG-TERM DISABILITY INSURANCE

48.1 The Employer shall provide the following long-term sickness and accident benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

- A. Disability due to non work related sickness or injury.
- B. Elimination Period –One Hundred Eighty (180) days.
- C. Maximum Benefit - Per Insurance Policy.
- D. Monthly Benefit – Sixty percent (60%) of wages not to exceed \$2,000 per month.
- E. The Employer reserves the right to select the insurance carrier.

ARTICLE 49 - DISABILITY RETIREMENT POLICY

49.1: MERS Disability Retirement. Disability retirement shall be administered in accordance with the MERS pension system.

ARTICLE 50 – REPAYMENTS

50.1: An employee shall repay all overpayments made to them by the Employer. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay or a written agreed upon amount between the employer and the employee. This does not affect any right the Employer may have under civil law.

ARTICLE 51 - LIGHT DUTY

51.1: An employee who is off duty due to a service connected or non-service connected injury or illness may be assigned to light duty at the discretion of the Employer with the employee's doctor's approval. If there is a disagreement between the employee's doctor and the Employer's doctor, then the parties will select a third doctor. The decision of the third doctor will be binding on all the parties.

ARTICLE 52 - SAVINGS CLAUSE AND WAIVER

52.1: If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by a 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 or supplement shall not be affected thereby and the parties shall enter into immediate collective

bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 53 - SOLE AGREEMENT

53.1: This is the sole Agreement between the parties. It may be amended any time by mutual written agreement of the parties through the negotiation process, and such amendment shall become a part of this Agreement upon completion of negotiations. This Agreement cannot be amended unilaterally by either party.

ARTICLE 54 - DURATION AND TERMINATION

54.1: This Agreement constitutes the entire agreement between the parties and shall remain in full force from and after date hereof until midnight December 31, 2022.

54.2: Either party shall give written notice to the other party sixty (60) days prior to the termination of this agreement of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

54.3: Upon receiving such notice, the other party shall within twenty-one (21) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement.

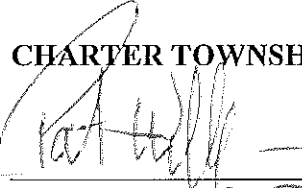
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this day of December 2019.


[SIGNATURES BEGIN ON THE NEXT PAGE]

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN:


Wayne Beerbower, Business Agent

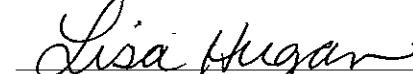
CHARTER TOWNSHIP OF CANTON:


Pat Williams, Supervisor



Michael Siegrist, Clerk

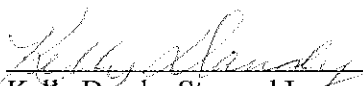
CANTON TOWNSHIP TPOAM:


Ellen Duca, President


Lisa Hugar, Vice-President


Beth Combee, Treasurer



Laura Milewski, Secretary


Kelly Dandy, Steward I


Connie Wade, Steward II

TOWNSHIP BARGAINING TEAM:


Kerreen Conley, Human Resource Manager


Wendy N. Trumbull, Finance and Budget Director

SCHEDULE A – CLASSIFICATIONS

The following classifications will be maintained in the clerical unit:

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>
0	Continuing Part-Time Clerk
3	Clerk III, Accounting Clerk III
4	Clerk IV, Accounting Clerk IV, Secretary IV, Cashier

SCHEDULE B - WAGES AND WORK HOURS

WAGES

3 Year Contract

2020 2.5%

2021 2.5%

2022 2%

Effective January 1, 2020

2.5%

2.5% Increase	Start	After 1 year	After 2 years	After 3 years	After 4 years
Grade 4	\$ 50,751	\$ 52,309	\$ 53,861	\$ 55,416	\$ 56,975
Grade 3	\$ 42,481	\$ 44,358	\$ 45,384	\$ 46,410	\$ 48,331
CPT*	\$ 18.45	\$ 19.13	\$ 19.42	\$ 19.73	\$ 20.58

*Hourly Rate

Effective January 1, 2021

2.5%

	Start	After 1 year	After 2 years	After 3 years	After 4 years
Grade 4	\$ 52,020	\$ 53,617	\$ 55,207	\$ 56,801	\$ 58,399
Grade 3	\$ 43,543	\$ 45,467	\$ 46,519	\$ 47,570	\$ 49,539
CPT*	\$ 18.91	\$ 19.61	\$ 19.91	\$ 20.22	\$ 21.09

*Hourly Rate

Effective January 1, 2022

2.0%

	Start	After 1 year	After 2 years	After 3 years	After 4 years
Grade 4	\$ 53,060	\$ 54,689	\$ 56,311	\$ 57,937	\$ 59,567
Grade 3	\$ 44,414	\$ 46,376	\$ 47,449	\$ 48,521	\$ 50,530
CPT*	\$ 19.29	\$ 20.00	\$ 20.31	\$ 20.62	\$ 21.51

*Hourly Rate