

AGREEMENT
BETWEEN
THE TOWNSHIP OF MACOMB
MACOMB COUNTY, MICHIGAN
AND
AFSCME CHAPTER
LOCAL 1917.43
MICHIGAN COUNCIL 25

January 1, 2022
THROUGH
December 31, 2025

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Preamble

THIS AGREEMENT entered into to be effective the 1st day of January 2022 between the TOWNSHIP OF MACOMB, MACOMB COUNTY, hereinafter referred to as the "Employer" and the CHAPTER LOCAL No. 1917.43 MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSETH:

WHEREAS, the laws and the State of Michigan authorize public employees to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment and;

WHEREAS, employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and;

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives, which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived there from, the parties respectively agree:

ARTICLE I: General Provisions

Section 1: Purpose

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate into this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby:

Section 2: Definitions

- a) "Employer" shall mean the Township Board of the Township of Macomb, County of Macomb, State of Michigan and its duly elected or appointed representatives.

- b) "Union" shall mean Chapter Local #1917.43 Michigan Council 25 of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.
- c) "Employees" shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.

In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the female gender and vice versa.

Section 3: Recognition of Union

Pursuant to the agreement between the parties, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of the collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of Employment, of the term of this agreement of the Employees as herein defined, Employees as:

- Aquatics Supervisor, Parks and Recreation
- Assessor
- Assistant Building Official
- Assistant Township Engineer
- Assistant Water & Sewer Superintendent
- Broadcast Media Director
- Building Official
- Building Supervisor
- Department of Public Works Director
- Deputy Assessor
- Elections Manager
- Elections Supervisor
- Engineering Manager
- Land Development Director
- Maintenance Manager
- Maintenance Supervisor
- Finance Director
- Fire RMS Supervisor
- Human Resources Specialist
- Information Technology Director
- Information Technology Manager
- Parks and Recreation Director
- Parks Supervisor, Parks and Recreation
- Plan Review Analyst
- Planning Director

- Planning Supervisor
- Purchasing Specialist
- Records Management Manager
- Recreation Facility Supervisor, Parks and Recreation
- Township Chief Financial Officer
- Township Engineer
- Water & Sewer Superintendent
- Water & Sewer Supervisor

ARTICLE 2: Exclusive Collective Bargaining Agreement

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of the employees, nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of the employees or make any agreement with any such other group.

ARTICLE 3: Non- Discrimination

The Township of Macomb, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any person or employee on the basis of any protected class or characteristic, as defined by Federal, State, or local law, as well as on any person or employee's membership in, or activity on behalf of, the Union or participation in the grievance procedure. The Union agrees to admit any persons to its membership and to represent all employees without discrimination on the basis of any protected class or characteristic, as defined by Federal, State, or local law.

ARTICLE 4: Management Rights

Section 1:

The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- a. Full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its work force;
- b. The right to determine the work to be performed and the standards to be met by employees covered under this agreement;
- c. The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and, to what extent, work shall be performed by employees;
- d. The right to hire, establish, and change work schedules, set hours of work, and lay-off employees; The right to determine the qualifications of employees and to suspend, discipline, and, discharge employees for just cause;
- e. The right to re-assign, at its discretion, department heads and other administrators to bargaining unit positions in accordance with the seniority provisions of this agreement provided that the re-assignments of the department heads and administrators, if any, will not result in the layoff of existing collective bargaining unit member, by mutual agreement of both parties;
- f. The right to retain the orderly, effective, and efficient operation of the Employer; and
- g. The right to contract for services by others as long as the use of contracted services does not result in the layoff of an AFSCME Local 1917.43 member.

Section 2:

The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

ARTICLE 5: No Strikes and No Lockouts

Section 1:

The Employer will not lock out employees during the term of this Agreement.

Section 2:

The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this agreement are necessary to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick out or slowdown in any department of the Employer or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage of curtailment until same has ceased.

Section 3:

In the event of a work stoppage, or any other curtailment, by the Union or the employees covered hereunder during the terms of this Agreement, the Union by its officer's agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal. The Union agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employee involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Section 4:

In the event of any strike, sit-down, stay-in, sick-out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement notwithstanding any other provisions contained in this Agreement.

Section 5:

In such event the arbitrator within four (4) hours of the Employer's election to arbitrate, shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the American Arbitration Association to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.

Section 6:

The arbitrator shall make such order and award, as he/she shall consider necessary to effect compliance with this article including cease and desist orders.

ARTICLE 6: Scope of Agreement

Section 1:

The provisions of this Agreement cannot be amended, supplemented, rescinded or otherwise altered except by mutual agreement, in writing and signed by the Union and Employer. The agreement of the Employer must be obtained from the Township Board of Trustees.

Section 2:

The Township shall furnish an original copy of this agreement to the Union and true copies to the Chairperson and Steward. Additionally, the Township shall publish a copy of this agreement on the Township's website whereby the agreement shall be accessible to all employees covered under this agreement.

Section 3:

The Township shall notify the Chairperson when hiring any employee who shall be covered under this agreement.

Section 4:

The Township shall notify any new employee of the agreement as well as instruct him/her how to access the agreement on the Township Website.

ARTICLE 7: Union Security

Section 1:

Membership in the Union or payment of a representation fee is voluntary, not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The union is required by law to represent all employees in the bargaining unit fairly and equally, regardless of Union membership. The terms and conditions of the Agreement apply to all employees within the bargaining unit.

Section 2:

Service fees shall not include initiation fees or special assessments. Newly hired, transferred, or re-hired employees may, join the Union or pay the service fee at the conclusion of their probation period, if applicable. All employees may execute an authorization for the deduction of Union dues or service fees.

Section 3:

The Union agrees to protect, indemnify, and hold the Employer harmless against any and all claims, demands, costs, and suits that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article.

Section 4:

The Union shall be in compliance with the right to work laws.

Section 5:

If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement. Further, should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 8: Union Dues

Section 1:

Employees may tender the monthly membership dues or services fee by signing the “Authorization for Payroll Deduction Form.”

During the life of this Agreement and in accordance with the terms of the form of Authorization for Payroll Deduction of hereinafter set forth, the Employer or the Representative agrees to deduct dues or service fees from the pay of each employee who executes or has executed the following “Authorization for Payroll Deduction” form and filed same with the Employer or its representative.

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO
Authorization for Payroll Deduction

By:

Last Name	First Name	Middle Name
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To: Township of Macomb or its designated Representative

Effective (month/day/year) I _____ hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME Local Union #1917.43, after one hundred eighty (180) days of employment. The amount deducted shall be paid to the Treasurer of Local #1917.43, the American

Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

Section 2: Deduction Begin

Payroll deduction under a properly authorized Authorization for Payroll Deduction form shall become effective on the one hundred eighty first (181st) day after an employee's date of hire and the Authorization is filed with the Employer and/or its representative. The amount shall be deducted from the first two (2) pay periods of each month.

Section 3: Remittance of Dues or Service Fees

Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those employees for whom dues or service fees have been deducted. This information shall be submitted by the Township within one week following the second pay period of each month.

Section 4: Termination of Payroll deduction

An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month the employee requests that his authorization and request for payroll deduction be terminated.

Section 5: P.E.O.P.L.E. Deduction

The Employer agrees to deduct from the wage of any employee who is a member of the Union, a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) 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 the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 9: New Classifications

Section 1:

Classifications other than those listed under Article 1, Section 3 may be added as required and determined by the Employer at which time vacancies and wage rates will be posted as provided in the Agreement. The Employer shall give advanced notice to the Union prior to establishing a new classification to allow sufficient time for negotiation of the new salary.

ARTICLE 10: Chairperson, Vice Chairperson and Steward and Alternate Steward.

Section 1: Chairperson, Vice Chairperson, and Steward and Alternate Steward, who may only act in the absence of the Steward.

The Employees may be represented by the Chairperson, Vice Chairperson or Steward.

Section 2: Conducting Union Business during Working Hours

The Chairperson, Vice Chairperson, Steward or Alternate Steward shall be allowed time off from their respective job with pay to perform Union business as follows:

- a. Investigate a grievance;
- b. Present a verbal or written grievance;
- c. Discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer;
- d. To attend an arbitration hearing;
- e. To participate in contract negotiations; and
- f. To attend local and national conferences and/or conventions at their own expense and by using their banked vacation and/or personal time.

It is understood that the time-off mentioned in sub-paragraphs a, b, c, and d will be granted on the day of the request. The length of time and the time period within the working hours in excess of one hour shall be agreed upon previously by the Chairperson and the Township Supervisor or the Human Resources Director.

ARTICLE 11: Grievance Procedure

Section 1: General Principals

- a. The primary purpose of this procedure is to obtain, at the lowest level possible, a resolution to a grievance. The parties agree that these proceedings shall be kept as informal and confidential as may be deemed appropriate.

- b. The number of days indicated at each level of the grievance procedure shall be considered as maximum and every effort should be made to expedite the grievance procedure; however, time limits may be extended by a written mutual agreement. Any grievance not carried to the next step by the Union and/or Employee within the prescribed time limits or such extension, which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer a grievance within the time limits required herein, then the Union may advance the matter to the next step in the process.
- c. It shall be the general practice of all parties to process a grievance during times that do not interfere with assigned duties whenever possible,
- d. In the course of an investigation of any grievance, representatives of the Union will advise their immediate supervisor and state the purpose of their visit.
- e. It shall be the continued practice of the Employer to assure to every Employee, an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- f. A grievance may be withdrawn at any level of the grievance procedure without prejudice.
- g. Submission of a grievance to the Department Head/Elected Official and/or Human Resources shall serve as notice to both parties and all grievances shall be coordinated in part by the Human Resources Director, or designee.

Section 2: Definition

A grievance shall mean a complaint made by an employee or group of employees based on an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 3: Procedure

A grievance shall be presented and processed according to the following procedure:

Step One: Human Resources and/or Department Head Verbal/Informal Level

- a. The Union and/or employee must verbally notify Human Resources and/or their Department Head within five (5) working days after the occurrence of the circumstances or knowledge of the circumstances to the grievance, otherwise the right to file a grievance will be forfeited.

- b. The Human Resources Director will coordinate a meeting within five (5) days to discuss the grievance and may, at his discretion, stand in place of the department leadership for the sole purpose of discussion on potential resolutions.
- c. The Human Resources Director, after consulting with the Department Head, shall communicate a decision on the matter to the Union and employee within five (5) working days from the meeting.

Step Two: Department Head Level Written Level

- a. Within five (5) working days after receiving an answer from Step One, if the employee or the Union still feels aggrieved, a written appeal may be made to the Department Head/Elected Official and/or the Human Resources Director, otherwise the right to file a grievance will be forfeited.
- b. If an employee's immediate supervisor is the Department Head/Elected Official, the employee may pursue the written grievance with the Human Resources Director who shall coordinate with the department to process the grievance.
- c. Within five (5) working days after receipt of the written grievance, the employee's Department Head and/or the Human Resources Director shall communicate his/her decision in writing to the Chairperson or his designated representative.

Step Three: Township Supervisor Level

- a. Within five (5) working days after receiving a written answer, if the employee or the Union still feels aggrieved, an appeal by the Union may be made in writing to the Township Supervisor or his designated representative.
- b. If an employee's immediate supervisor is the Township Supervisor, the employee may pursue the grievance with the Board of Trustees, in accordance with Step 3 and may request a closed session hearing to discuss the grievance matter. The Township and the Union agree that the timeline for a meeting involving matters presented to the Board of Trustees will be extended at least until the next Regular Board meeting following a timely appeal and the Township having time to submit the necessary documents for the deadline of the Board's regular packet.
- c. A meeting between the Union and/or the employee and the Township Supervisor and/or his designated representative will be arranged to discuss the grievance within five (5) working days from the date the grievance is received.

- d. Within five (5) working days after the date of the said meeting, the Township Supervisor and/or his designated representative shall communicate the decision of the Supervisor in writing, with the supporting reasons to the Chairperson.

Step Four: Board of Trustees Level (Optional) a Within five (5) working days after receiving written answer, if the employee and the Union still feels aggrieved, an optional request made at the discretion of the Union may be submitted in writing to the Human Resources Director to appeal the Step Three decision to the Board of Trustees.

- b The Human Resources Director will submit a timely appeal request to the Township Clerk for placement of the item on the Agenda for the next regularly scheduled meeting of the Board of Trustees in an attempt to resolve the grievance before advancing the matter further. The grievance may be discussed in open session, or at the employee's request, closed session, between the Union and the Employer.
- c Within five (5) working days after the date of the meeting between the Board of Trustees and the Union, the Human Resources Director shall communicate the decision of the Board of Trustees in writing to the Union and the Local Chairperson. If the employee or Union choose to forgo the optional Step Four, then the employee or Union may move directly to Step Five within five (5) working days of receiving the Step Three written answer.

Step Five: Arbitration

- a. If the Employer and the Union shall be unable to resolve any grievance, then a written demand for arbitration may be made by either party within sixty (60) calendar days after the decision of the Employer.
- b. Within fourteen (14) calendar days from the demand for arbitration, either party may request and the other shall agree to address the matter through mediation before proceeding to the selection of an arbitrator. The parties may select to utilize mediation services through the Michigan Employee Relations Commission (MERC) or through Federal Mediation and Conciliation Services (FMCS).
- c. If neither party requests mediation within fourteen (14) calendar days from the demand for arbitration, the parties shall select the arbitrator from the agreed upon roster within thirty (30) calendar days from the conclusion of Step Three.
- d. Selection of an arbitrator shall be from the permanent roster of arbitrators which the Employer and Union shall select within ninety (90) calendar days following the

signing of the agreement. Once the selection process is completed, the Union and the Employer will add the roster to the agreement by Letter of Understanding.

- e. Selection of an arbitrator shall be made by a blind draw. The names of all of the agreed upon arbitrators shall be placed in a container and the party demanding arbitration shall draw one name from the container in the presence of a representative from the other party.
- f. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then exercise the same procedure set forth in subparagraph (e).
- g. An arbitrator may be removed from the list by mutual agreement of the parties, during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, but then arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. An arbitrator may remove himself/herself from the list at any time.
- h. If both the Union and the Employer agree, in a particular case, not to use the list of arbitrators, then the parties may agree in writing to use the American Arbitration
- i. The arbitrator will hold a hearing promptly; and issue a decision not later than thirty (30) days from the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reason, and conclusion on the issues submitted. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement has occurred and he/she shall be subject to, in all cases, the rights, responsibility, and authority of the parties under this agreement.
- j. The cost of arbitration shall be shared equally between the Employer and Union. The Employer and the Union shall each be responsible for compensating its own witnesses.
- k. The Employer shall not compensate the grieving employee(s) for their attendance at an Arbitration hearing.

1. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

ARTICLE 12: Discipline

Section 1:

The Employer agrees that all disciplinary action, up to and including discharge, shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the employee's unsatisfactory conduct, whenever possible, and that disciplinary action shall be progressive in nature. However, in situations involving misconduct, the Employer may forego progressive discipline and render discipline up to and including discharge.

- a. The term "misconduct" is limited to conduct evidencing such willful or wanton disregard of an employer's interest as found in deliberate violations or disregard of standards of behavior which the employer has the right to expect of his employee, or in carelessness or negligence of such degree or reoccurrence as to manifest equal culpability, wrongful intent or evil design or to show an intentional and substantial disregard of the employer's interest or of the employee's duties and obligations to his employer.
- b. Unsatisfactory conduct is the failure in good performance as a result of inability or incapacity, inadvertencies, or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion that are not deemed "misconduct".

Section 2: Use of Past Record

A record of all discipline rendered by the Employer to an employee will remain indefinitely in the Township's Employment file located in the Human Resources Department for that respective employee. However, when imposing any discipline, the Employer will not take into account any disciplinary action rendered that occurred more than twenty-four (24) months prior to the incident at-hand.

Section 3:

If the Employer has reason to discipline an employee, the discipline shall be administered in a manner that will not embarrass the employee before other employees or the general public, if possible.

Section 4:

The Union or Employer shall have the right to process suspension or discharge cases commencing at Step Two of the Grievance Procedure.

ARTICLE 13: Probationary Employees

Section 1: Probationary Period

New employees entering the bargaining unit, including those transferred from other bargaining units of the Township, shall be on probation for the first one hundred eighty (180) consecutive calendar days of their employment or in the new position. After the probationary period, the employee shall be placed on the seniority list and his/her seniority shall be computed from the date of hire or transfer into the bargaining unit.

Section 2: Seniority Status

There shall be no seniority amongst probationary employees.

Section 3: Discipline of Probationary Employees

Probationary employees are 'at-will' employees who may be terminated at any time during their probationary period for any or no reason. Probationary employees may be disciplined, laid-off, or terminated without recourse to the grievance and arbitration procedure provided for herein. The employer shall have sole discretion in matters of discharge and discipline affecting probationary employees.

Section 4: Service Time

An employee who transfers from another bargaining unit of the Township shall carryover their service time as it pertains to paid time-off, eligibility for insurance benefits, and retirement only.

ARTICLE 14: Seniority and Classification

Section 1:

Seniority of a member shall not be affected due to a protected characteristic or by Employee's membership or affiliation to a protected class or group, as defined by Federal, State, or local law.

The Employer shall maintain an up-to-date seniority list containing the name and classification of all employees of the bargaining unit entitled to seniority in accordance with the date of hire or transfer into the bargaining unit. A copy of the seniority list shall be furnished to the Union upon execution of this agreement. The Union shall be notified in writing within five (5) working days of any changes in the seniority list made during the term of this Agreement.

Section 2:

Employees hired on the same day shall be listed on the seniority list in alphabetical order by last name, (at time of hire) first, and then by first name, and finally, by middle initial.

ARTICLE 15: Loss of Seniority and Termination of Employment

Section 1:

An employee shall forfeit their seniority and lose their employment for the following reasons:

- a. Employee voluntarily resigns;
- b. Employee is discharged and the discharge is not reversed under the grievance procedure;
- c. Employee is absent from work without leave (AWOL) for five (5) consecutive workdays, except for instances whereby there is documented proof of a physical or mental incapacity of notifying the Employer. Upon the expiration of such period, the Employer will send written notice to the employee via certified mail with a return receipt requested, to the last known address has listed in Human Resources stating that his/her seniority has been forfeited and employment with Macomb Township terminated;
- d. Employee fails to return to work when recalled from layoff, as set forth in the recall procedure of this Agreement.
- e. Employee is laid-off for a period of one (1) year or the length of service whichever is greater up to a maximum of thirty-six (36) months;
- f. Employee fails to return from an approved leave of absence, unless a satisfactory reason for such failure to return to work is provided;
- g. Employee obtains a leave of absence under false pretense(s);
- h. Employee separates from employment upon settlement covering a total disability or continuous absence exceeding twelve (12) months from the date of illness or injury. In the event Employee is able to resume their fulltime position within eighteen (18) months from the date of illness or injury the Employee shall be permitted to bump the new hire and resume their fulltime position.
- i. Employee retires;
- j. Employee provided false information on his/her application for employment with the Township regardless of time of discovery provided the Employer takes action within thirty (30) days of discovery;

- k. Employee performs work for another employer during his/her normal hours of employment with the Township not in compliance with the Dual Employment provisions within this agreement; and
- l. Employee uses his/her position with the Township for their personal financial benefit or for the promotion of business for another employer or them self.

ARTICLE 16: Layoff

Section 1: Definition of Layoff

The word "layoff" means a reduction in the workforce resulting in a loss of employment.

Section 2: Procedure

If a layoff becomes necessary, the following procedure will be mandatory provided the remaining employees are capable of performing the available work as follows:

- a. Layoff shall be made within the affected classification in the affected department.
- b. Probationary employees, as defined in Article 13, with less than one hundred eighty (180) days of service within the affected classification shall be laid-off first.
- c. If further reduction in the workforce becomes necessary, then layoff shall commence at the lowest person on the seniority list within the affected classification and department.

Section 3: Notice of Layoff

An employee will be provided with a written notice five (5) working days prior to layoff. The Chairperson or their designated representative shall receive notice from the Employer naming the employee(s) being laid-off prior to the notice being issued to the affected employee.

ARTICLE 17: Recall Procedure

Section 1:

- a. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid-off.
- b. Notices of recall shall be sent by certified mail to the employees last known address on file in Human Resources. It shall be the obligation of the employee to provide the Human Resources Department with a current address and telephone number in the event of a change. A recalled employee shall return to work within fourteen (14) calendar days of the

date of recall. Failure to report to work upon recall shall result in the loss of seniority and termination of employment as described in Article 15, Section 1 (d).

- c. Recall is within same bargaining unit, department, and classification.

ARTICLE 18: Open Positions/Promotions and Transfers

Section 1:

Promotions within the bargaining unit shall be made on the basis of the required qualifications for the position as listed on the Position Description, and the employee's skills, experience, and qualifications. Should there be no qualified and/or interested employee from within the bargaining unit; then the Employer may fill the opening with an external candidate.

Section 2: Posting Period

The Employer shall post an open position on the employee bulletin boards located in each Township facility for a period of seven (7) calendar days. The Employer has the right to fill an open position on a "temporary basis" during period of vacancy subject to the procedures outlined in Article 21: Temporary Assignments.

Section 3: Promotion

Bargaining Unit members promoted under Article 18 will be subject to a probationary or trial period for up to one-hundred-twenty (120) days. Additionally, such promoted employee shall be assigned a new classification seniority date with AFSCME Local 1917.43 for the sole purpose of establishing rights within the Bargaining Unit where classification seniority is used. However, if the promoted employee does not successfully complete the probationary period in their promoted position, the employee may return to their prior held classification. Upon return to the prior position, classification seniority shall be restored. If the prior position has been filled, the employee may assert applicable bumping rights.

A promoted employee shall retain their Township service date for purpose of determining benefit eligibility.

Section 4: Transfers

Bargaining Unit members laterally transferring to a new classification within the bargaining unit will be subject to a probationary or trial period for up to ninety (90) days. Additionally, such transferred employee shall be assigned a new classification seniority date with AFSCME Local 1917.43 for the sole purpose of establishing rights within the Bargaining Unit where classification seniority is used.

If a Bargaining Unit member is transferred to a new classification within the same bargaining unit or accepts a transfer to a position out of the bargaining unit and employee does not successfully complete the probationary period in their transferred position, the employee may return to their prior held classification. Upon return to the prior position, classification seniority shall be restored. If the prior position has been filled, the employee may assert applicable bumping rights.

ARTICLE 19: Work Related Legal Action

Section 1:

When a covered claim is made against a member of the bargaining unit; the Employer shall provide representation for appropriate defense and indemnification subject to the terms of the Employer's insurance coverage.

Section 2:

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a subpoena, claim, liability, judgment, monetary imposition, fine, or other legal proceeding resulting from an action taken within the scope of employment and during the course of employment, the Employee must immediately notify their immediate supervisor, department head, and Human Resources and the Employer agrees to provide representation to determine how it may advise, defend, hold harmless and indemnify the employee including all related reimbursable costs. Nothing in this section should be interpreted to prevent participation of the employee in a governmental investigation.

Section 3:

In the event the Employer has decided to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the employee shall be so advised and may retain an attorney who will represent the employee. The coverage or reimbursement for the cost of defense shall be limited to the usual customary fees and costs charged for similar work by most attorneys practicing in the County of Macomb, Michigan.

In the event the Township agrees to provide representation and the Employee makes a request to secure alternate counsel, the Township in its sole discretion may approve the request provided that all associated costs shall be reviewed for allowable reimbursement. Fees in excess of customary and reasonable charges of Township procured counsel shall be at the Employee's expense.

In the event it is determined that the employee has been engaged in criminal activity or acting outside of the scope of employment the Township may recover the costs of legal fees provided on behalf of the employee.

ARTICLE 20: Reimbursement of Educational Expenses

An employee, who has been pre-approved by the Township Board to take a necessary class(es) for certification related to the employee's job, will be reimbursed by the employer. The employee shall provide a copy of the certificate or proof of completion of the class for reimbursement of the approved and class(es).

ARTICLE 21: Temporary Assignments

Section 1:

Employees assigned to temporary assignments, whereby an employee is required to work in a higher classification in excess of ten (10) days but less than ninety (90) days, will be paid the rate for the higher classification for all hours worked. On temporary assignments to lower paid classifications; the employee will not encounter a reduction in pay. Assignments to lower paid classifications as a result of a layoff will be paid at the rate of the classification filled.

Section 2: Election Cycle Assignments

The Union and the Township recognize that conducting an effective election is a core governmental function that may require re-assignment of employees from other departments to assist in the Clerk's office due to the heavy labor demands of an election cycle. The Parties agree that the Township Supervisor may assign bargaining unit Employees to assist the Clerk with election duties during normal work hours. The Supervisor may also seek volunteer Employees to work hours outside of the normal work week who may be provided additional compensation for approved volunteer assignments. Employees seeking to volunteer for additional election cycle hours should secure the approval of their Department Head and may then be approved by the Supervisor. The Township Clerk shall have sole discretion to accept or decline assignment volunteers. Employees approved to volunteer are expected to report for all additional scheduled hours, subject to all Township policies, including attendance and work conduct rules. A stipend of \$50.00 shall be provided to approved volunteers for each hour worked exceeding the standard eight-and-one-half-hour workday.

ARTICLE 22: Leave of Absence

Section 1: Leave Pursuant to the Family & Medical Leave Act (FMLA)

- a. An employee must use accumulated paid time-off hours for unpaid FMLA for the employee's own serious health condition or to care for a seriously ill member of his/her immediate family as described in the Township's FMLA Policy.
- b. An employee must substitute accumulated paid time-off for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption of foster care. Each

employee understands and agrees that if they allow their balance of paid time off hours to drop below forty (40) hours, the employee may have insufficient paid time off hours to cover such time until the employee is eligible for Short-term Disability Insurance and the Union and employees shall hold harmless and indemnify the Employer regarding this provision.

- c. Under both (a) and (b), if the employee is eligible for Short-term Disability Insurance, then they may use paid time-off hours to supplement their income up to a maximum of 100%, as allowable under the provision of the policy. If the employee is no longer eligible for Short-term Disability Insurance, then they may use any remaining accumulated paid timeoff hours to supplement their income up to a maximum of 100%.

Section 2: Medical Leave of Absence

Any employee who due to illness or injury exhausts their benefit leave time under the Family Medical Leave Act (FMLA) may make application for a Medical Leave of Absence. A Medical Leave of Absence shall be inclusive of any time taken under a Family Medical Leave. A medical leave of absence is limited to twelve (12) months of continuous leave. Beyond that time, the HR Director, in collaborations with the Employee's department head and approving elected official, will review the circumstances and approve or deny any extension for a Medical Leave of Absence on a case-by-case basis. For employees with less than one year of service, Medical Leave of Absence will be limited to the amount of time employed by the Township before the disabling event.

- a. For employees with more than one year of service:

The Township will make contributions for Employee's health, dental, optical, and life insurance premiums for employees with more than one year of service who are on an approved Medical Leave of Absence for up to twelve (12) months from the date of illness or injury, provided the employee is on a paid leave. Employees on an unpaid Medical Leave of Absence may continue their health, dental, optical, and life insurance coverage through the Township at their own expense, provided the insurance carrier allows such extension and payments are received in full and on a timely basis (on or before the due date) by the Township.

- b. For employees with less than one year of service who have satisfied the waiting period for healthcare benefit eligibility:

The Township will make contributions for Employee's healthcare, dental, optical, and life insurance premiums for employees with less than one year of service who are on an approved Medical Leave of Absence for up to six (6) months from the date of illness or injury, provided the employee is on a paid leave. Employees on an unpaid Medical Leave

of Absence may continue their health, dental, optical, and life insurance coverage through the Township at their own expense, provided the insurance carrier allows such extension and payments are received in full and on a timely basis (on or before the due date) by the Township.

Section 3: Personal Leave of Absence

- a. An employee with six (6) months of continuous employment with the Township may apply for a Personal Leave of Absence. The Personal Leave of Absence shall not exceed twelve (12) months or the time actually worked for the Township, whichever is less. A request for an extension for any Personal Leave will be at the discretion of the Employer as long as it does not exceed the time limits. All leaves shall be requested in writing and will state the reason for such leave as well as the dates on which the leave will start and end.
- b. Time absent from work while under an approved Personal Leave of Absence shall not be counted as time at work for any benefits or seniority. However, during a Personal Leave of Absence, the employee may and continue their health, dental, optical, and life insurance through the Township at their own expense provided payments are received in-full and on a timely basis (on or before the due date).
- c. Employees shall not return to work prior to the expiration of their leave unless otherwise agreed to by the Employer.
- d. Upon return from leave, an employee shall be returned to a position that was similar to that which the employee worked prior to the leave. The employee will receive the prevailing rate for the position.
- e. An employee who returns from a Personal Leave of Absence must work ninety (90) calendar days before becoming eligible to request another Personal Leave of Absence.
- f. An employee may not request a Personal Leave of Absence for the purpose of other employment.
- g. At his sole discretion, the Township Supervisor may approve an employee's request for up to sixteen (16) hours of unpaid emergency leave if an employee has exhausted all time off banks or applicable FMLA leave entitlements.

Section 4: Military Leave

The Employer will comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended.

Section 5: National Guard & Armed Forces Reserve Training

Employees who are in the Armed Forces Reserve or the National Guard may use accrued paid time-off hours in order to attend training for active duty.

ARTICLE 23: Bereavement Leave

Section 1:

An employee will receive up to three (3) days of paid bereavement leave to attend a funeral including the showing of the deceased party of the Employee as follows: spouse, child(ren), stepchild(ren), parents or step-parents, grandparents, grandchildren, brother, sister, step-brother, stepsister, father-in-law, step father-in-law, mother-in-law, step mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Section 2:

The bereaved employee shall have the option of extending his/her bereavement leave by availing themselves to banked or accumulated paid time-off hours.

Section 3:

In the event of the death of any other party not addressed in Section 1 of this Article, the employee may only use accumulated personal time-off hours to be excused from work to attend the funeral of the deceased.

ARTICLE 24: Paid Time-Off (PTO)

Section 1: Allocation

Employees hired before January 1, 2006, will receive 264 hours of PTO on their anniversary date.

Employees Hired after January 1, 2006:

Upon hire, but less than 1 year of service	144 Hours
After completion of 1 year of service	196 Hours
After completion of 5 years of service	220 Hours
After completion of 10 years of service	244 Hours

Section 2: Use of PTO Hours

Paid Time-off may be taken in one (1) hour increments followed by one half (1/2) hour increments. The Employee shall request Paid Time-off at a minimum of twenty-four (24) hours in advance except in the event of an "emergency" at which time the request should be made to the appropriate Elected Official or Department Head as soon as reasonably possible, but within forty-eight (48) hours of the time of the emergency. In the event of an "extraordinary circumstance" that would not

be considered an "emergency" whereby the employee is unable to provide advanced notice to his Department Head; the employee shall call their Department Head prior to the beginning of the workday to report their absence, and if required, substantiate their absence immediately upon their return to work.

Requests for Paid Time-off shall be considered in conjunction with the operational requirements of the Department. A request for Paid Time-off may be denied due to Township business requirements; however, such denial will only be based upon the "reasonable" needs of the Township. The purpose of this provision is to assure adequate manpower to service the public at large and is not intended as a means to deny an employee's request for time-off from work. If the request is denied by the Elected Official or Department Head, the employee may appeal the decision to the Macomb Township Board of Trustees. Any request for Paid Time-off in excess of eighty (80) hours or ten (10) work consecutive days shall be approved by Human Resources, in collaboration with the respective Department Head and/or Elected Officer.

Section 3: Use of PTO for an Absence or Leave Due to Illness or Injury

An employee who is ill or injured and is receiving short-term and/or long-term disability insurance benefits from the Employer's insurance carrier may use Paid Time-off hours in less than one (1) hour increments to bridge the gap between their normal pay and the disability benefit during the first twelve (12) months of disability, as allowable by the plan guidelines. After twelve (12) months of absence, the Township shall pay the employee the balance of their Paid Time-off hours at one hundred percent (100%) value based upon their computed hourly rate of pay at the time of their last day at work.

A request for Paid Time-off due to illness or injury of the employee or a person living in the employee's immediate household or of a family member as covered under the Family Medical Leave Act may be approved with proper documentation furnished by the employee and/or their representative to the Township in accordance with a Medical Leave of Absence, Personal Leave of Absence, or Family Medical Leave of Absence as found in this agreement and in the appropriate Township policy(s). Requests for Paid Time-off due to illness or injury of the employee shall be accompanied by a statement from the attending physician upon the request of the Employer when the employee has been absent for five (5) or more consecutive workdays or when Requests for Paid Time-off is made by an employee with a history of chronic absenteeism. The medical statement should indicate: (1) When the employee was treated by the attending physician; (2) the period of time the employee was disabled; and if applicable, (3) any restrictions placed upon the employee by the attending physician. Failure to promptly and completely furnish the required information may result in preventing the employee from returning to work and/or discipline being rendered. Finally, the Employer may require a "fitness for duty / work" examination in order to determine an employee's ability to return to work. Such examination shall be paid for by the Employer and administered by the Employer's Occupational Medical Provider.

Section 4: Use of PTO under Dual Employment

An employee who maintains "Dual Employment" as described in Article 40, Section 1 of the agreement may request Paid-Time-off from the Township in eight (8) hour increments provided the employee (1) submits a request for Paid-Time-off twenty-four hours in advance of the time requested, (2) receives approval from the Department Head, (3) is in compliance with Article 40: Dual Employment and (4) is not repetitive in nature as described in the next paragraph.

Section 5: Accumulation and Sell-Buy Back

An employee hired before January 1, 2006, may accumulate up to a maximum of nine hundred sixty (960) hours of Paid Time-off. At the end of an anniversary period, the employee will "sell back" to the Township all hours of Paid Time-off in excess of the maximum including the addition of the new anniversary allocation of hours in the employee's account, The Township will "buy back" the Paid Time-off hours from the employee at seventy-five percent (75%) value. The "buy back" of Paid Time-off hours by the Township shall be limited to those hours above the maximum accumulation of nine hundred sixty (960) hours. The Township will not "buy back" any Paid Timeoff hours below the maximum.

An employee hired after January 1, 2006, may accumulate up to a maximum of four hundred eighty (480) hours of Paid Time-off. At the end of an anniversary period, the employee will "sell back" to the Township all hours of Paid Time-off in excess of the maximum including the addition of the new anniversary allocation of hours in the employee's account. The Township will "buy, back" the Paid Time-off hours from the employee at seventy-five percent (75%) value. The "buy back" of Paid Time-off hours by the Township shall be limited to those hours above the maximum accumulation of four hundred eighty (480) hours. The Township will not "buy back" any Paid Time-off hours below the maximum.

Section 6: Treatment of Hours and Advance Credit

Paid Time-off shall be treated as hours worked for the purpose of payroll and benefits. Paid Timeoff shall not be allowed in advance of being earned.

Section 7: Paid Time-off While Receiving Workers' Compensation Benefits

An employee who becomes ill or injured while at work resulting in unpaid time shall not continue to earn Paid Time-off hours for up to a maximum of twelve (12) months, provided they are covered under an approved Workers' Compensation claim. In the event of a work-related illness or injury lasting more than twelve (12) months, the Township shall "buy back" the balance of Paid TimeOff hours from the employee at one hundred percent (100%) of value based upon the computed hourly rate at the time of separation.

Section 8: Unpaid Time-off from Work

Paid Time-off hours shall be pro-rated for any unpaid absence from work during the previous anniversary year. Unpaid absence includes leaves of absence, suspension, termination, etc. whereby the employee does not receive compensation from the Township for hours worked.

Section 9: Payment in Advance

The Employer shall, upon the written request of an employee, issue a paycheck in advance for Paid Time-off whereby the Employee received pre-approval to be absent from work for more than five (5) consecutive work days. In order to be eligible for an advanced payment, the Employee must submit a written request to the Finance Department twenty-five (25) days prior to the normal pay date.

Section 10: Payment at Voluntary Separation in Good Standing, Retirement, or Death

An employee or their estate shall be paid for all Paid Time-off hours in their account upon voluntary separation in good standing, retirement or death. Additionally, the employee or their estate will be paid for hours accrued, but not credited to their balance prior to their anniversary date. Payment will be made at one hundred percent (100%) of value based upon the computed hourly rate at the time of death or at seventy-five percent (75%) upon voluntary separation in good standing or retirement. For the purpose of Paid Time-off, retirement shall mean that the employee shall leave the Township's employ at specified age and/or years of service as specified in Article 36: Retirement. For the purpose of this section, a voluntary separation in good standing means that the employee provided the Township with a fourteen-day notice of his/her resignation.

Section 11: Payment at Involuntary Separation

An employee who is involuntarily separated will be paid for all Paid Time-off hours in their account at the time of separation at fifty percent (50%) of value based upon the computed hourly rate at the time of separation. Under involuntary separation, the employee shall not be eligible for any payment of hours accrued but not credited to their account prior to their anniversary date.

Section 12: Payment at Time of Layoff

In the event of a layoff, the Township will provide the employee with payment for all Paid Timeoff hours in their account and for any hours accrued but not credited to their account prior to their anniversary date at seventy-five percent (75%) of value based upon the computed hourly rate at the time of separation or at the end of the calendar year. The actual payment for the Paid Timeoff hours will be made on next pay day following date of layoff or at the last pay day of the calendar year.

ARTICLE 25: Holidays

Section 1:

The following days shall be paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

When Christmas, Christmas Eve, New Year's or New Year's Eve Day falls on a Monday or Friday; then the holiday shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday; then the preceding Friday shall be observed as the holiday. When holidays fall on a Sunday, then the holiday will be observed on the following Monday.

Section 2:

In the event, the Employer decides, under Article 3: Management Rights, Section 1D, to close the general offices of the Township during the regularly scheduled workdays between Christmas Day and New Year's Day and provides the Union and the employees with a minimum of a ninety (90) day notice.

- a. The Employer agrees to compensate each employee for their regular hourly wages for the first two days the Township opts to close.
- b. Employees may use paid time off to remain paid for the additional regularly scheduled workdays the Township is closed.
- c. Excepting Article 25 Section 2(a), if any employee does not properly notify Employer of its desire to use accumulated paid time off, employee will not be paid for the days the general offices are closed as described in this Article 25 Section 2.

ARTICLE 26: Holiday Pay for Water & Sewer Supervisors only

Section 1: Rate of Pay for Holidays

- a. Holiday pay shall be made at the rate in effect at the time for an eight (8) hour workday.
- b. If an Employee is required to work on a holiday, pay shall be made at double the rate in effect at the time for all hours worked plus the regular holiday pay, except as herein otherwise provided.

ARTICLE 27: Working Hours

Section 1:

The regular workweek schedule will be from Monday through Friday consisting of eight and one half (8.5) hour days with a sixty (60) minute lunch break of which one half (1/2) hour will be paid. The Board of Trustees or the Township Supervisor will establish the hours of operation for the Township. Employees will be given a seven (7) day advance notice of any change in hours of the standard workweek.

Section 2:

- a. In recognition that certain departments of the Township, i.e., Parks & Recreation, operate on a seven-day basis in excess of eight and a half (8 ½) hours per day in order to provide service to the public; the Department Head, with the approval of the Township Supervisor, may establish "flexible" work schedules for specific employees. Under flexible work schedule, an employee may deviate from the normal eight and a half (8 ½) hour workday whereby the employee will work a total of eighty (80) hours (excluding unpaid lunch breaks) during the pay period.
- b. Additionally, some departments of the Township may be required to address special events, i.e., elections, maintenance of building, special meetings, etc. whereby a salaried employee is required to work hours outside of the regular workweek. In those special situations, the Department Head / the respective Elected Official (Supervisor, Clerk or Treasurer), may adjust or flex their work schedule within the current pay period or following pay period whereby the eighty-hour work schedule is maintained.
 1. Employees that are either required by their position, or otherwise directed or approved by Township leadership, shall attend appropriate Township meetings at least twice per month.
 - i. Bi-monthly attendance shall not result in the earning of flex time.

- ii. Required or directed attendance at Township meetings in excess of two per month is also excluded from flex time and shall be compensated in the flat sum of \$150 per meeting.
2. Clerk's Office employees may be allowed comp time for additional hours during election season to prepare and conduct elections within the Township. FLSA exempt employees working hours exceeding a work week during election season may be approved to utilize reasonable comp time allowance through May 1 of the year following the election.
- c. Flexible work schedules are intended to balance a workweek or hours worked during a pay period so that the standard work week is covered and should not be construed as "comp time." Except as allowed under 2(b)2 of Article 27 of this agreement, the Township has not agreed to compensate FLSA-exempt employees for hours worked in excess of forty hours in a workweek or to create another form of banked time-off with pay.
- d. In administering a flexible work schedule, aka "flex-time," the Township and the affected employee shall adhere to guidelines as follows:
 1. Flexible work schedule shall be pre-approved in recognition of a Special Township events or activities.
 2. Flex-time should be earned before used.
 3. Flex-time should be earned and used in no less than one-half-hour increments.
 4. Flex-time is not intended to be accumulated so that a non-standard workweek with an abbreviated daily or weekly schedule occurs. For example, flex time would not be used so that an employee can regularly arrive and/or leave an hour outside of the standard schedule. Likewise, flex time would not be used to set a four-day work week.
 5. Flex-time used in more than four hour increments shall be approved by the Department Head and/or Human Resources.
 6. Flex-time should be documented and approved in writing by the employee and the Department Head / Elected Official.
 7. In general, Flex-time should be taken in the same pay period as the special event or activity occurs.
 8. Flex-time does not apply to salaried employees who are eligible under the agreement for overtime as addressed in Article 28.

9. Flex-time may not apply to the attendance of off-site conferences and/or meetings.
10. Elected Officials and their Department Heads shall administer flextime within their respective offices and departments and maintain a written record in the event of a review by Human Resources or Finance be necessary.
11. Flex-time may be suspended at the discretion of the Township based on operational needs.

Section 3:

All employees shall be allowed two (2) ten (10) minute breaks with pay each day: one (1) break in the first half of their day. and one (1) break in the second half of their day.

Section 4:

In the event of emergency weather conditions, two (2) of the three (3) elected full-time Officials (Supervisor, Clerk and Treasurer) may determine that the Township offices should have a delayed opening or be closed. If the Township determines a delayed start is appropriate, employees may be directed to report to work up until 1:00 pm. Employees reporting to work on a delayed start will be paid for the hours delayed and actual hours work. If an employee fails to report to work on a delayed opening, the employee will not receive pay, unless the employee elects to use available banked time.

If the Township is closed; then the employees covered by the terms of this Agreement shall not be required to report for work or may leave work early upon notice of closure, except where such employees are required to perform essential operations of the Township. Under such circumstances, the loss of time shall be paid and excused and not deducted from the employee's regular pay or accumulated leave time.

Employees shall be notified of Township closing or delayed openings by telephone, text, or email using the contact information the employee has provided to the Townships. Employees may also receive notice as posted on the Township's website.

Section 5: Election Cycle Volunteer Assignment Pay

Assignment of hours for election cycle assignments shall be subject to the provisions outlined in Article 21, Section 2.

ARTICLE 28: Overtime - Water & Sewer Supervisors Only

Section 1: Pay

Water & Sewer Supervisors shall be paid at time and one half (1 ½) the computed hourly rate for all hours worked from Monday through Saturday beyond forty (40) hours and at two (2) times the computed hourly rate for all hours worked on a Sunday or on a Township observed holiday. When overtime is worked on a Township observed holiday, the overtime pay will be in addition to holiday pay.

An employee required to work for more than sixteen (16) consecutive hours in any twenty-four hour period shall receive four (4) hours off with pay at the beginning of their next scheduled workday during a twenty-four (24) hour period for the purpose of safety. In the event that the next scheduled workday is outside of the twenty-four (24) hour period, then the employee's vacation bank will be credited with four (4) hours.

Section 2: Call-in Pay

If a Water & Sewer Supervisor is "called in" to work during an emergency; then he/she shall be paid a minimum of two (2) hours at the established overtime rate of pay regardless of the time actually worked during the first two (2) hours.

Section 3: Overtime Approval

The Township Supervisor shall be responsible for the approval of any request for overtime as submitted by the Water & Sewer Superintendent or the Assistant Water & Sewer Superintendent except for those emergencies in which an immediate decision is required.

ARTICLE 29: Longevity Pay

Section 1:

Employees hired before January 1, 2006, will be eligible to receive longevity pay in addition to their regular salary and in accordance with their respective years of service.

Employees hired after on or after January 1, 2006, are not be eligible to receive longevity pay.

Section 2:

Longevity pay for eligible employees pursuant to Article 29 Section 1 (a) shall be \$3,500.00.

Section 3:

Longevity pay shall be due and payable in a lump-sum payment on the first pay day subsequent to the anniversary date of hire in each year during the term of this Agreement. Longevity payments shall be made on a separate check. Upon an employee's voluntary separation of

employment, retirement, or death, the employee or their estate (in the case of death), shall be paid his/her longevity pay for the current period on a pro-rata basis computed from the anniversary date of hire to the date of separation, retirement, or death as the case may be.

ARTICLE 30: Jury Duty

Section 1:

An employee who serves on jury duty shall be paid their regular pay. The employee shall provide the Township with court furnished documentation and sign over any funds received for such service to the Township.

Section 2:

All days served on Jury Duty will be considered regular working days and time served will not be deducted from accumulated time-off.

ARTICLE 31: Medical & Hospitalization, Vision, and Dental Insurance

All health insurance benefit premium contributions shall comply with the Publicly Funded Health Insurance Contribution Act ("PA 152"). Employer may implement any section of PA 152 at its sole discretion, as approved by the Township Board of Trustees. All Township employees may be required to pay a portion of the premium for health insurance as detailed in this Article.

The Union and the Employer agree to discuss plan coverages for the purpose of controlling costs and/or reducing premiums for medical & hospitalization, dental, and vision insurance and to implement such changes on a timely basis in order for new rates to become effective on January 1st of each year.

Section 1: Hospitalization & Medical

Employees shall be eligible for medical and hospitalization coverage as follows:

- a. Employees hired before January 1, 2006, are eligible to participate in a Preferred Provider Organization (PPO). Eligible family members will include the employee's spouse and eligible children Under the Health Care Reform Act, as amended. Additionally, employees will be eligible to participate in the Health Maintenance Organization (HMO), provided they pay any additional cost above that of the PPO Plan via payroll deduction.

- b. Employees hired on or after January 1, 2006, shall be eligible for an HMO plan. Eligible family members will include the employee's spouse and eligible children Under the Health Care Reform Act, as amended. Employees will also be eligible to participate in a Township-sponsored PPO where applicable, provided they pay any difference in additional cost.
- c. The Employer and Employee shall share the costs for Hospitalization and Medical insurance premium contributions in accordance with PA 152 insurance as follows:
 - 1. Hard Cap Limits. If the Township does not adopt an alternative option to comply with PA 152, the statutory hard caps will apply. Health care premium contributions will be paid by the Township up to the limit imposed by the hard cap for each Township employee. If an employee's premium costs for their selected health care plan exceeds the amount set by hard cap, the impacted employee shall pay the additional premium cost through payroll deduction.
 - 2. 80/20 Cost Sharing Model. If the Township adopts an 80/20 cost sharing model for a medical coverage plan year, employees who elect health insurance coverage will be required to pay 20% of the annual premium cost via payroll deduction. The Township will contribute up to the statutory-maximum amount of 80%.
 - 3. The Union and the Employer agree to re-open the Agreement as it pertains to Article 31 should a Macomb Township Board of Trustees elect to "opt-out" of Michigan Public Act 152 during the life of this Agreement. No other provision of this agreement will be altered or changed by the parties' agreement to re-open Article 31.
- d. An employee shall become eligible for Medical & Hospitalization, Dental and Vision insurance on the first day of the month following sixty (60) days of continuous employment.
- e. Upon separation of employment excluding retirement under Article 36, Health Insurance coverage shall continue until the last day of the month.
- f. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the hospitalization and medical contract.
- g. Under the medical plans offered by the Township, prescription drugs will be offered with a co-payment for generic and brand name drugs as identified by the plan.
- h. The Human Resources Director will notify employees of the monthly premium costs during annual open enrollment.

- i. Please refer to "Benefits at a Glance" statements for further information regarding medical benefits.
- j. No issue or dispute concerning the benefit Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provision of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.

Section 2: Dental Insurance

The Employer shall provide access to dental insurance through the dental plan selected by the Township as follows:

- a. The Township will make contributions to Employee's dental insurance premiums at 100%.
- b. An employee shall become eligible for dental insurance on the first day of the month following sixty (60) days of continuous employment.
- c. Upon separation of employment, dental insurance coverage shall continue until the last day of the month.
- d. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the dental benefits contract.
- e. Please refer to "Benefits at a Glance" statements for further information regarding dental benefits.

Section 3: Vision Insurance

The Employer will provide employees with access to vision coverage as follows:

- a. The Township will make contributions to Employee's vision insurance premiums at 100%.
- b. An employee shall become eligible for vision insurance on the first day of the month following sixty (60) days of continuous employment.
- c. Upon separation of employment, vision insurance coverage shall continue until the last day of the month.

- d. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the vision contract.
- e. Please refer to "Benefits at a Glance" statements for further information regarding vision benefits.

Section 4: Opt-out Provision

An employee who is covered with medical & hospitalization insurance through a source other than Macomb Township may choose to "opt-out" (decline) of the medical, dental, and vision coverage provided by Macomb Township. In declining, the employee must "opt-out" of all insurance provided under medical & hospitalization, dental, and vision coverage. Proof of alternative coverage for medical & hospitalization insurance must be furnished to Human Resources at the time of election. This option may only be selected or changed upon eligibility following the date of hire or during the annual open enrollment period.

In lieu of the Township provided Medical & hospitalization, dental, and vision coverage, the employee shall receive an annual cash payment of \$3600 to be pro-rated and paid to active employees on a bi-weekly (1/26) basis.

The employee, subject to the terms and conditions of the insurance contracts in effect at the time of the election, may reinstate coverage in the event alternative coverage for which he/she was insured is terminated. The employee will have to furnish proof of such change to Human Resources. Upon reinstatement of insurance benefits through the Township all payments under the Opt-out provision shall cease.

Section 5: Notification to the Employer

All employees covered under medical & hospitalization, dental, vision, and life insurance programs provided by the Township have the responsibility to promptly notify (within thirty (30) days) the Township of any event that may affect their or their dependent's eligibility under these programs. Should an employee fail to report any change in dependent eligibility within thirty (30) days of a qualifying event, then the employee will reimburse the Township for all insurance premiums paid for an ineligible dependent from the date of ineligibility. The repayment of such premiums may be made in cash or through payroll deduction. This repayment provision is in addition to any independent action taken by an insurance carrier.

ARTICLE 32: Short- and Long-Term Disability Insurance

The Employer shall provide short-term and long-term disability insurance.

- a. Short-term disability insurance benefits will begin on the first day of injury and on the eighth day for illness for a period of one hundred eighty (180) days. The plan will provide a monthly benefit of seventy percent (70%) of base salary for one hundred eighty (180) days.
- b. Long-term disability insurance will begin on the one hundred eighty first (181st) day of disability. The plan will provide a monthly benefit of seventy percent (70%) of base salary for twelve (12) months and sixty percent (60%) of base salary thereafter. Employees shall be subject to the definition, eligibility, exclusions, limitations and general provision of the insurance policy.
- c. Employees will become eligible for disability insurance on the first day of the month following ninety (90) days of continuous employment.
- d. Employees will continue to accrue paid time-off hours while collecting short-term disability insurance benefits.
- e. There shall be a thirty (30) day grace period after returning from either short term or longterm disability for reoccurrence of the same injury or illness, or as otherwise provided under the terms of the plan(s) policy.

ARTICLE 33: Group Term Life Insurance

Section 1: Amount

The Employer shall provide each Employee covered under this agreement with group term life insurance at an amount equal to one time the employee's annual base salary plus an accidental death and dismemberment (AD&D) rider within ninety (90) days from the signing of this agreement. The provider of such coverage will be at the discretion of the Employer.

Section 2: Effective Date of Coverage

Employees shall become eligible for group term life insurance on the first day of the month following ninety (90) days of continuous employment.

Section 3: Termination of Coverage

Group term life insurance will end upon separation of employment from the Employer except for coverage provided under Article 36 — Retirement.

ARTICLE 34: Uniforms

Section 1: Water & Sewer Supervisors Only

The employer shall provide five (5) work uniforms at the selection of the Employer during March of each year. The Employer shall also provide, if needed, a raincoat, hat, special work boots, coveralls, and winter & spring jackets. The Employees shall be responsible for laundering these garments as required.

Section 2: New Water & Sewer Employees

New Employees shall be issued uniforms at the time of hire. The quantity of uniforms issued will be in accordance with the season as well as pro-rated.

ARTICLE 35: Mileage Reimbursement

Section 1:

Employees who are required to use their personal vehicle in the performance of their job will receive a non-taxable reimbursement for mileage at a rate as determined by the Internal Revenue Service. Mileage reimbursement will be made on a monthly basis.

Section 2:

Requests for reimbursement of mileage will be documented and supported on a reimbursement form furnished by the Employer.

ARTICLE 36: Retirement

Section 1: Pension

The employer agrees to provide a Defined Contribution 401(a) Pension Program whereby the employer will contribute an amount equal to ten percent (10%) of the employee's annual salary (base pay only) with the employee contributing an amount equal to five percent (5%) of their annual salary. Participation in this plan begins on the first day of the month following ninety (90) days of continuous employment.

(Refer to the plan document for further information regarding the Macomb Township 401(a) Group Pension Plan.)

Section 2: Deferred Compensation Plan

The employer will sponsor a 457(b) Deferred Compensation Plan as a supplemental retirement plan to eligible employees. Employee participation in this plan is totally voluntarily and may begin on the first day of the month following ninety (90) days of continuous employment. Under this

plan, an employee may defer compensation according to the annually published Internal Revenue Service (IRS) regulations. The IRS may provide additional catch-up contributions for those employees aged fifty (50) and older or for those employees within three (3) years of normal retirement age. These annually published IRS limits will be observed by the Township.

(Refer to the plan document for further information regarding the Macomb Township 457(b) Deferred Compensation Plan.)

Section 3: Insurance

- a. For employees hired before January 1, 2012, the Employer shall provide medical & hospitalization, dental, vision, and life insurance Coverage for any employee who retires under this agreement. The hospitalization & medical, dental and vision coverage shall also include the spouse of the retiree at the date of retirement. Hospitalization & medical, dental and vision coverage shall not include any children or any other dependent of the retiree. To be eligible, an employee shall:
 1. Be age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township, or
 2. Have twenty-five (25) years or more of full-time employment with Macomb Township.

- b. Employees hired after December 31, 2011, are not eligible for medical & hospitalization, dental, and vision. However, such employee shall be eligible for \$15,000 of Group Term Life Insurance provided they:
 1. Be age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township, or
 2. Have twenty-five (25) years or more of full-time employment with Macomb Township.

- c. Any eligible employee hired before December 31, 2011, who retires under this agreement shall receive medical & hospitalization, dental, vision, and life insurance coverage provided by the Township as follows:
 1. Life insurance: Group Term Life Insurance in the amount equal to \$20,000.
 2. Medical, Hospitalization, Vision & Dental: The Union recognizes that insurance plans change and that the plan the retiree left employment under may no longer be provided by the carrier. In the instance that this should happen then the Township agrees to provide the retiree with the best available plan that is similar to the one that the retiree had at the termination of employment and does not exceed the cost of the previous plan provided to the retiree.

An employee who retires from the Township may elect to participate in another Township sponsored medical and hospitalization plan provided they pay any additional premiums exceeding the rate of the plan provided by the Township.

A retired employee's spouse shall have the option of the same coverage as provided to the retired employee through the Township, at any time (including after the death of the retired employee) provided the spouse is not eligible for benefits elsewhere that are equal to or better than coverage provided by the Township. Retirees will automatically be transferred to complimentary traditional medical coverage, as they become eligible for Medicare.

If an active employee was retiree eligible under Section 3,A.1 or 2 at the time of death, then their spouse shall be eligible to receive medical & hospitalization, dental, vision from the Township provided the spouse is not eligible for benefits elsewhere that are equal to or better than coverage provided by the Township or until such time that he/she remarries, if applicable.

Section 4: Medicare

Upon eligibility for Medicare, a retired employee must seek those benefits and provide the Township with dates of coverage. Medical benefits shall then change to a complimentary benefit package.

ARTICLE 37: Severability

This Agreement and each of the terms and conditions are subject to the laws of the State of Michigan in all respects and in the event that any provision is determined to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this agreement.

ARTICLE 38: Compensation

The Township and the Union agree to Compensation Schedule A for the years 2022-2025, effective upon complete execution of this Agreement.

ARTICLE 39: Drug & Alcohol-Free Work Environment

Macomb Township and AFSCME Local 1917.43 are dedicated to the well-being and safety of its elected officials, employees, and the community that we serve. We are committed to maintain and/or improve our services to the community. We acknowledge and agree that alcohol and drug abuse in the workplace is a national problem. Macomb Township and AFSCME Local 1917.43 have a strong commitment to its employees and the public that we serve to provide an alcohol and drug free work environment. Therefore, the Township and the Union have agreed to incorporate the Drug-Free Workplace Policy and dated September 1, 2004 into the Collective Bargaining Agreement for regulated drivers (CDL) and all other employees covered by this

agreement as presented in Appendix B and C in accordance with Federal regulations (49 CFR parts 40 and 382 and the Michigan Motor Carrier Safety Act No. 339 of 1990 {MCL 480.11}) governing the use of controlled substances, abuse of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace.

ARTICLE 40: Dual Employment

Section 1: Declaration of Dual Employment

Any employee who maintains employment outside of the Township shall notify the Township in writing of such employment on or before January 10th of every year or upon attainment of such employment whether the employment is obtained through another employer or by self employment. Notification will include name of employer, date of hire, classification, and hours to be worked.

Section 2: Conflict of Interest

Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Township. As in all other facets of their duties, employees dealing with residents, suppliers, contractors, or any person doing or seeking to do business with the Township are to act in the best interest of the Township. Each employee shall make prompt and full disclosure in writing to the Board of Trustees, of any potential situation which may involve a conflict of interest. Such conflicts include:

- a. Ownership by employee or by any member of their family of a significant interest in any outside enterprise which does or seeks to do business with the Township.
- b. Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which is seeking to do business with the Township. Exceptions to this section can be granted by the Board of Trustees.
- c. Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Township.
- d. Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of Township.
- e. Employees shall not seek or accept for themselves or others any gifts, favors, or entertainment unless it is a benefit that does not exceed the value of \$100; or cash payments of any value from any persons or business organization that seek to do business with the Township.

- f. The receipt of cash or cash equivalent such as stocks or other forms of marketable securities of any amount, including loans; acceptance of trips or transportation (i.e., plane tickets, limousine, helicopter, etc.); use of vacation homes or other private facilities is strictly prohibited.

Section 3: Dual Employment

Any employee who maintains dual employment shall not place the interests of the other employer(s) over the interests of their employment with the Township. Any work performed for another employer shall not take place during the normal hours of employment with the Township.

Section 4: Paid Time-off

An employee who maintains "dual employment" may request Paid Time-off from the Township in eight (8) hour increments in accordance with Article 24, Section 4.

ARTICLE 41: Worker's Compensation

Section 1:

Each employee covered under this agreement shall be protected by applicable Michigan Worker's Compensation Laws as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report the injury within twenty-four (24) hours or as soon as possible on forms provided by the Employer.

Section 2:

Any check issued under Worker's Compensation will be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions for up to twelve (12) months.

Section 3:

The Employer agrees to continue all insurance coverage and other benefits during the period of time the employee is disabled for up to twelve (12) months and within the maximum time permitted by the insurance carrier.

Section 4:

The Employer shall pay for time-off prior to when Worker's Compensation benefits begin and the employee shall not suffer a reduction in paid time-off hours due to a work related injury or illness.

ARTICLE 42: Effective Date and Duration

Section 1:

This Agreement shall be effective the first day of January 1, 2022, and shall continue in full force and effect until December 31, 2025.

Section 2: Extensions

In the event that negotiations extend beyond the expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Collective Bargaining Agreement.

All Letters of Understanding agreed to during the last collective bargaining agreement will be incorporated into the new agreement. Any Letters of Understanding or provision thereof that is not incorporated into the new collective bargaining agreement shall be discontinued.

Unless otherwise noted in this agreement, all changes will become effective once the agreement is signed by both the Employer and the Union.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan, this December 22, 2021.

For the Township

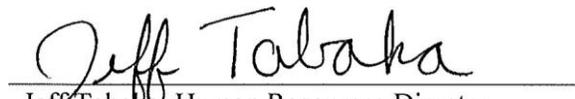


Frank Viviano, Supervisor

For the Union

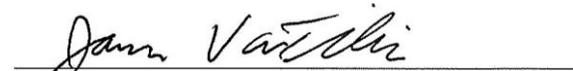


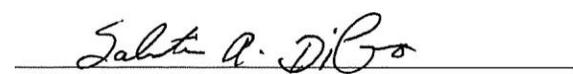
AFSCME Representative



Jeff Tabaka, Human Resources Director
Representative

Local





Local Representative

Appendix A

AFSCME Wage Scale (2022-2025)

Position Title	Current Wage	Proposed Wage	2022	2023	2024	2025
			2.00%	2.00%	2.00%	2.50%
Assessor	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Deputy Assessor	\$92,999.74	\$92,999.74	\$94,859.73	\$96,756.93	\$98,692.07	\$101,159.37
Broadcast Media Director	\$100,323.80	\$100,323.80	\$102,330.28	\$104,376.88	\$106,464.42	\$109,126.03
Elections Manager	\$86,816.54	\$86,816.54	\$88,552.87	\$90,323.93	\$92,130.41	\$94,433.67
Elections Supervisor	\$75,862.51	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Records Management Manager	\$86,816.54	\$86,816.54	\$88,552.87	\$90,323.93	\$92,130.41	\$94,433.67
Land Development Director			\$117,500.00	\$119,850.00	\$122,247.00	\$125,303.18
Township Engineer	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Assistant Township Engineer			\$94,859.73	\$96,756.93	\$98,692.07	\$101,159.37
Engineering Manager	\$86,816.54	\$86,816.54	\$88,552.87	\$90,323.93	\$92,130.41	\$94,433.67

Building Official	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Assistant Building Official	\$92,999.74	\$92,999.74	\$94,859.73	\$96,756.93	\$98,692.07	\$101,159.37
Building Supervisor	-	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Planning Director	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91

Planning Supervisor	\$78,426.21	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Plan Review Analyst	\$62,000.00	\$62,000.00	\$63,240.00	\$64,504.80	\$65,794.90	\$67,439.77
Fire RMS Supervisor	\$75,862.51	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Township CFO			\$117,500.00	\$119,850.00	\$122,247.00	\$125,303.18
Finance Director	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Purchasing Specialist	\$81,190.37	\$81,190.37	\$82,814.18	\$84,470.46	\$86,159.87	\$88,313.87
Human Resource Specialist	\$81,190.37	\$81,190.37	\$82,814.18	\$84,470.46	\$86,159.87	\$88,313.87
Information Technology Director	-	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Information Technology Manager	\$86,816.54	\$86,816.54	\$88,552.87	\$90,323.93	\$92,130.41	\$94,433.67
Parks & Recreation Director	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Aquatics Supervisor, Parks & Recreation	\$75,862.51	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Parks Supervisor, Parks & Recreation	-	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55
Facility Supervisor, Parks & Recreation	\$75,862.51	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55

DPW Director			\$117,500.00	\$119,850.00	\$122,247.00	\$125,303.18
Water & Sewer Superintendent	\$106,285.60	\$106,285.60	\$108,411.31	\$110,579.54	\$112,791.13	\$115,610.91
Assistant Water & Sewer Superintendent	\$92,999.74	\$92,999.74	\$94,859.73	\$96,756.93	\$98,692.07	\$101,159.37
Water & Sewer Supervisor	\$81,190.37	\$81,190.37	\$82,814.18	\$84,470.46	\$86,159.87	\$88,313.87
Maintenance Manager	\$86,816.54	\$86,816.54	\$88,552.87	\$90,323.93	\$92,130.41	\$94,433.67
Maintenance Supervisor	-	\$75,862.51	\$77,379.76	\$78,927.36	\$80,505.90	\$82,518.55