AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST BLOOMFIELD
AND
TECHNICAL, PROFESSIONAL AND OFFICE WORKERS OF MICHIGAN
(Water Utilities Unit)

EFFECTIVE
JANUARY 1, 2018 to DECEMBER 31, 2021
**CHARTER TOWNSHIP OF WEST BLOOMFIELD**

**TECHNICAL, PROFESSIONAL, OFFICE WORKER'S ASSOCIATION OF MICHIGAN WATER UTILITIES UNIT**

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PREAMBLE

This Agreement, entered into this, this 8th day of January 2018, effective January 1, 2018 between the TOWNSHIP OF West Bloomfield, Michigan, (hereinafter referred to as the “Township”), and the West Bloomfield Technical, Professional and Office Workers Association of Michigan-Water Utility Unit (thereinafter referred to as TPOAM or “Union”) as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 Set Forth Wages, Hours, Terms and Conditions of Employment. The general purpose of the Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Township, its employees, and the Union. The parties recognize that the job security of the employees depend upon the Employer’s success in providing proper service to the community under methods which will further, to the fullest extent possible, the economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions in the services provided by the Township. To these ends, the Township and the Union agree to cooperate fully to secure the advancement and achievement of these purposes.
ARTICLE 2
RECOGNITION

2.1 Definition of Unit. Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of Michigan of 1947, as amended, the Charter Township of West Bloomfield, hereinafter referred to as the “Township”, does hereby recognize the Technical, Professional, Office Worker’s Association of Michigan-Water Utility Unit, hereinafter referred to as the “Union” as the exclusive representative for the duration of this Agreement for all fulltime and regular part-time employees of the Water and Sewer Department employed in the following classifications:

- Water Utilities Maintenance Person
- Senior Water Utilities Maintenance Person
- Water Utilities Specialist / Inspector
- Water Utilities Lift Station Mechanic

And Excludes:

- Water Utilities Superintendent
- Water Utilities Field Supervisor
- Office Coordinator
- Water Billing Clerk
- Senior Water Billing Clerk
- Water Utilities Director

2.2 Definition of Employee. Unless otherwise indicated, the term “employee” when used in the Agreement will refer to all employees in the unit for bargaining as defined in Section 2.1.
2.3 **Exclusive Representative.** The Township agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 2.1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Association if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

2.4 **Definition of Employee Status.** For purposes of this Agreement, the following terms are defined as follows:

- **Full-Time Employee:** A full-time employee is one who normally works 40 hours a week or more.
- **Part-Time Employee:** A part-time employee is one who normally works less than 40 hours per week.
- **Temporary Employee:** An employee hired for a specific project or shall only work up to 20 weeks. Temporary employees are not covered by this contract. Temporary employees may work a regular or reduced workweek depending upon the needs of the Township.
- **Regular Employee:** A regular employee is an employee hired for either a “full-time” or “part-time” position, said position being of a continuing nature.

2.5 **Reference to Gender.** References to the male gender include the female gender. References to the female gender include the male gender.
ARTICLE 3

EQUAL EMPLOYMENT OPPORTUNITIES

3.1 Union Recognition of Responsibility. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

3.2 Equal Application of Provision. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, sex, religion, race, color creed, national origin, height, weight, disability, political affiliation or other protected classifications under state and federal law. The Union shall share equally with the Township the responsibility for applying this provision of the Agreement. Alleged violation of this Section shall not be subject to the Grievance Procedure.
ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

4.1 Definition / Elaboration of Management Authority. The Township board on its own behalf and on behalf of its electors hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township Board including but without limiting the generality of the forgoing, the right:

A. To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used and the discontinuance of any services or methods of operation;

B. To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

C. Subject to the terms of this Agreement, to subcontract or purchase the construction of new facilities or the improvements of existing facilities;

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the work force and increase or decrease its size;

F. To hire new employees, to assign and lay-off employees, to reduce the work week or the workday to effect reductions in hours by combining lay-offs and reductions in the work week or workday.

G. Subject to the terms of this Agreement, to permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies;

H. To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;

I. To determine lunch, rest periods and clean up times, the starting and quitting times and the number of hours to be worked;
J. To establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed;

K. To discipline, suspend and discharge employees for cause;

L. To carry out cost and general improvement programs;

M. To transfer, promote and demote employees;

N. Subject to the terms of this Agreement, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;

O. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

4.2 Legal Rights of the Township. It is understood that the rights, powers, authorities, duties and responsibilities provided in the Article are limited by the express provisions of this Agreement. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, deleted, modified or granted by this Agreement all the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

4.3 Recognition of Township Rights to Policy. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conduction the affairs of the Township. Except as expressly provided by the terms of this Agreement, the determination and administration of Township policy, the operation of the Township and the direction of the employees are vested exclusively in the Board or in the Supervisor when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators not in conflict with the expressed terms of this Agreement shall be upheld.
ARTICLE 5
REPRESENTATION

5.1 Recognition of Executive Board Positions. The Township recognizes the right of the Union to designate two (2) elected positions: President and Vice President.

5.2 Recognition of Elected Officers. The Township will recognize the Elected Officers when their names and position have been certified in writing by the Union to the Personnel Director and the Township Supervisor.

5.3 Release Time for Elected Officers. An Elected Officer shall be permitted reasonable time during regular working hours to present contract grievances and meet with Township representatives as provided in Article 8 – Grievance Procedure and to attend grievance arbitration hearings, upon having received permission from the Department Head or his designee. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

5.4 Release Time Paid for Elected Officers. All necessary time lost by the Elected Officers during their regular straight time shift because of grievance presentation in accordance with Section 5.3 of this Article, shall be paid for by the Township at the employee’s regular straight time hourly rate. It is understood that this only applies to time lost during the Elected Officials normal scheduled work time and does not apply to grievance activity during his/her non-work hours or after the scheduled work time.

5.5 Unauthorized Supervisory Authority. The Union and its Officers shall not assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article 9 – No Strike Clause.
5.6 New or Changed General Order, Rule, Regulation. A copy of a new or changed general order, rule, regulation or training bulletin will be made available to an Union representative.

5.7 Authorized Association Representatives use of Designated Rooms by Township for Official Association Business. Duly authorized representatives of the Union and employees shall be allowed to use rooms designated by the Township for meetings and to transact official Union business upon prior written approval of the Township Supervisor or other designated Township representatives. Unless otherwise specifically provided in this Agreement, employees will not be compensated for any lost work time. The meeting will not displace any previously scheduled meetings and shall not interfere with or interrupt normal Township operations.

5.8 Prohibition of Member Entering into Agreement with Administration. No one Union Board member may enter into an agreement with the Administration.
ARTICLE 6

DUES CHECK OFF

6.1 Agreement to Deduct Dues from Pay. During the life of this Agreement, the Township agrees to deduct Union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes and files with the Township Clerk a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the Township is authorized to deduct Union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the Township as to the amount of the Union dues and of any changes; said notification to be made at least thirty (30) calendar days before said dues are to be deducted.

6.2 Collection of Initiation Fees and Special Assessments. The Township shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

6.3 Authorization for Deduction of Dues. A properly executed copy of the authorization for deduction of dues shall be delivered to the Township Clerk by the employee before any payroll deductions are made. Deductions shall be made thereafter, effective at the time the application is delivered to the Township Clerk and be deducted from the second pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the fifteenth of the month in which the first deduction is to be made.

6.4 Remittance to Designated Financial Officer. Deduction for any calendar month shall be remitted to the designated financial officer of the local Union as soon as possible after the tenth day of the following month.
6.5 The Township hereby agrees to deduct from the pay of each unit employee covered by this Agreement, who submits an individual authorization, current Union membership dues.

6.6 The Union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken, or not taken, by the Employer for purposes of complying with the provisions of this article.
ARTICLE 7

DEPARTMENT RULES

7.1 Recognition of Township right to Formulate Rules. The Township may adopt, publish, change, amend and enforce reasonable rules and regulations for all employees not in conflict with the terms of this Agreement governing discipline, health and safety, duties, rules of conduct and work rules.
ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Employee Rights. Nothing in this Article shall prevent any individual employee from exercising the rights granted to him under Section 11 of Act 336 of the Public Acts of 1947, as amended.

8.2 Grievance Definition. For the purpose of this contract, a grievance is defined as an alleged violation of this contract. Oral and written reprimands shall not be processed to arbitration.

8.3 Grievance Procedure. The following procedure shall be followed in presenting a grievance to the Township:

STEP ONE. If an employee feels he has a grievance, he shall, within five (5) working days of the time the alleged violation occurred (or within five [5] working days of the time when the employee should have reasonably known of the alleged violation), present the grievance orally to the Department Head or his designee. Unless the Department Head or his designee determines otherwise, the meeting will occur immediately before the end of the employee’s work shift. The employee’s Union representative may be in attendance if the employee so requests. The Department Head or his designee will submit his verbal answer within three (3) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

STEP TWO. If the grievance is not resolved in Step One, the employee and/or his steward may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to the Department
Head or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the Step One answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the Articles and Sections of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. Failure to comply with this requirement shall render the grievance null and void. The Department Head or his designated representative shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

**STEP THREE.** If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two; appeal the grievance to the Township Supervisor. The appeal shall be in writing and it shall include the written grievance and the Department Head’s answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Department Head. The Union may, at the same time the written appeal is filed, submit a written request to the Township Supervisor for a meeting between the Union and the Township Supervisor or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The Township Supervisor or his designated representative shall give the Union an answer in writing no later than ten (10) working days after receipt of the written appeal. Additional time may be allowed by mutual written agreement of the Township and the Union.
8.4 **Grievance Filing Deadlines.** All grievances must be filed in writing within thirteen (13) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit, or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; then the new date shall prevail. Appeals not made within the specified time periods shall be barred.

8.5 **Grievance Withdrawals.** A grievance may be withdrawn by the employee or the Union representative but, if withdrawn, it shall not be reinstated.

8.6 **Appeals.**

A. **Appeal to Personnel Committee.** The Union may submit the grievance to the West Bloomfield Township Personnel Committee with written notice delivered to the Township Supervisor within ten (10) working days after receipt of the Township Supervisor’s answer in Step Three, or, the day such answer was due. If no such notice is given within the prescribed period, the last answer shall be final and binding on the Union, the employee(s) involved and the Township. A grievance not processed within the applicable time limits shall not be arbitrable.

B. **Appeal to American Arbitration Association.** If the grievance is not resolved at the Personnel Committee Appeal Hearing of the Grievance Procedure, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the Township Supervisor within ten (10) working days after receipt of the Personnel Committee’s answer in the Appeal Hearing or the day such answer was due. If no such notice is given within the prescribed period, the last answer shall be final and binding on the Union, the employee(s) involved and the Township. A grievance not processed within the applicable time limits shall not be arbitrable.
8.7 **Arbitrator Scope of Authority.** The Arbitrator shall have no power to go beyond the scope of the grievance as filed in writing. The Arbitrator shall have no power to substitute his discretion in cases where the Township is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the Arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.

8.8 **Function of Arbitrator.** It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement related to disciplinary termination of employment.

A. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. He shall have no power to establish salary scales or change any salary. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. If the Arbitrator's decision is within the scope of his authority as set forth above it shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

The fees and expenses of the Arbitrator shall be shared equally by the Township and the Union. All other expenses shall be borne by the party incurring them.

8.9 **Claims for Back-Pay.** All grievances must be filed in writing within thirteen (13) working days from the time the alleged violation was to have occurred. The Township shall not be required to pay back wages for more than five (5) working days prior to the date a written grievance is filed.
A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay.

B. No decision in any one case shall require a retroactive wage adjustment in any other case.

8.10 Witnesses, Transcripts, Decision. At the time of the Arbitration Hearing, both the Township and the Union shall have the right to call any employee as a witness and to examine and cross examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the Township or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished by the Arbitrator with the Township and the Union having an opportunity to purchase a copy. At the close of the hearing the Arbitrator shall afford the Township and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) calendar days from the date the hearing is closed or the date the parties submit their Briefs, whichever date is later.

8.11 Binding Agreement. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by an individual.

8.12 Sole Remedy for Alleged Breach. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that, if any employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

8.13 Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Union and/or employee will be required to submit information at each step of the Grievance Procedure.
8.14 **Designation of Work Days.** Work days for the purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

8.15 **Policy Grievances.** A matter involving several employees and the same question may be submitted by the Union as a policy grievance and entered directly at the Second Step of the Grievance Procedure. The Union shall list the names of the employees involved. Separate grievances, timely filed under the Grievance Procedure, arising out of the same or similar set of facts or incidents shall be consolidated and handled as one grievance.
ARTICLE 9

NO STRIKE CLAUSE

9.1 **Association Non-Participation / Cause of Strike.** The Union shall not cause, authorize, permit, sanction or condone nor shall any member of the Association take part in any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work or interference with the operations of the Township, including a labor dispute between the Township and any other labor organization. The Union shall not cause nor permit its members to cause, nor shall any member of the Union engage in, any strike or restriction of work or refusal to perform work because of a labor dispute between the Township or any employer and any other labor organization whether or not the other labor organization establishes a picket line.

9.2 **Instruction to Striker(s).** In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing with a copy to the Township that their conduct is in violation of the contract and that they may be disciplined and/or discharged and further shall instruct all persons to (and take steps to see that all such persons) immediately cease the offending conduct. The Union further agrees that the Township shall have the right discipline (including discharge) any or all employees who violate this Article.

9.3 **Township Right to Injunction.** In the event of a violation of this Article, the Township shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunction relief.
ARTICLE 10

SENIORITY

10.1 Definition of Seniority. Seniority is defined to mean the length of an employee’s continuous service with the Township from the employee’s last permanent hiring date. There shall be no adjustment to an employee’s established date of hire except as set forth in this Agreement.

10.2 Probationary Period.

A. The normal probationary period is twelve (12) consecutive months of regular full-time employment. This period may be extended by the Township Supervisor or his designee in individual cases, if he believes it is warranted by the circumstances.

B. There is not seniority among probationary employees.

C. Probationary employees will receive paid holidays as they occur. However, if an employee does not complete the 12 month probationary period, any holiday pay received will be deducted from his/her final paycheck. Insurance benefits will not be provided by the Township until completion of three (3) consecutive months of full-time employment. Upon completion of four (4) consecutive months of full-time employment, personnel will be reimbursed for holidays occurring in the prior four (4) months.

D. In the even a probationary full-time employee becomes a part-time employee, the employee will commence part-time employment as a new hire and his/her first date of employment as a part-time employee shall be treated as the employee’s date of hire.
10.3 Acquisition of Seniority
   A. Upon satisfactory completion of the probationary period, an employee shall acquire seniority. The employee’s last permanent date of hire shall be the employee’s seniority date.
   B. In the event more than one employee attains seniority on the same date, they shall be listed on the seniority list and have seniority according to the earliest date of the employee’s most recent employment application. In the event both applied on the same date, seniority will be defined by alphabetical order of surnames.
   C. The Personnel Department will keep a copy of the current seniority list which is available to employees for inspection.

10.4 Loss of Seniority. An employee shall be terminated and lose seniority if he/she:
   A. Quits.
   B. Is discharged.
   C. Is laid off for a period of one (1) year or length of his seniority, whichever is less.
   D. Fails to report for work within seven (7) calendar days form the date of the mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail. The Township Supervisor or his designee may grant, at his discretion, an exception to this requirement when he believes it is warranted by the circumstances.
   E. Is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) working days.
   F. Fails to return from a leave of absence, vacation or sick leave at the designated time without a reasonable excuse acceptable to the Township Supervisor or designee.
   G. Retirees.
10.5 **Part-Time Employee Credit for Hours Worked.** In the event a regular, part-time employee becomes full time, said employee will be credited on a pro-rata basis for all hours worked as a part-time employee, and if said employee has worked the equivalent of twelve (12) consecutive months of regular full-time employment or more, they will be placed on the seniority list with such credit.
ARTICLE 11
LAYOFFS AND RECALLS

11.1 Layoff Procedure. In the event of a layoff or recall, employees shall be laid off or recalled according to; (A) seniority and (B) ability to perform the work in their classification. If qualifications and ability to perform the work are equal among employees in the judgment of the Township, seniority shall prevail. The following procedures will be followed:

A. Probationary and/or part-time employees within the affected classification within the department will be laid off first, providing the remaining seniority employees can perform the available work.

B. Thereafter, seniority employees within the affected classification within the department will be laid off according to classification, seniority, providing the remaining employees in the classification can perform the available work.

C. When a seniority employee is removed from a classification within his department as a result of a layoff, he may be allowed to bump the least senior employee in the next lowest-paying classification within his department in accordance with his Township-wide seniority, providing he previously worked in the classification.

11.2 Definition of Classification Seniority.
For purposes of this Article, the term “classification seniority” means the date appearing on the Township’s records on which an employee began working in a given classification. The term “Township-wide seniority” means the employee’s seniority as defined in Article 10, Section 11.1.
11.3 **Probationary Employees.** Probationary employees shall be considered as terminated rather than laid off in the event of a reduction of workforce. In the event they are rehired at a later date, they shall then be treated for all purposes as a new employee. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

11.4 **Determination of Ability to Perform Work.** The Township shall determine whether employees can perform the available work under Section 11.1 and 11.3 of this Article.

11.5 **Advance Notice of Layoff.** When practicable, the Township will endeavor to give the affected employee three (3) working days advance written notice of layoff under Section 11.1.B of this Article.

11.6 **Layoff or Recall on Temporary Basis.** The Township may layoff or recall employees on a temporary basis, not to exceed thirty (30) working days, without regard to the provisions of this Article.

11.7 **Option of Taking Earned Vacation Days.** Employees laid off pursuant to Section 11.6 of this Article will have the option of taking their earned vacation days.

11.8 **Shortened Work Week.** In the event the Township schedules a shorted work week for any employee or group of employees within any classification or department, such shall not be considered a layoff and the provisions of this Article shall not apply.

11.9 **Department Listing.** For the purposes of this Article, the term “department” refers to the Water and Sewer Department.
ARTICLE 12

JOB CLASSIFICATIONS

12.1 Minimum Qualifications. The Township board determines the minimum qualifications for each job classification. The Board also may from time to time establish and use written examinations and physical qualifications standards it deems necessary for the hiring, promotion, or transfer into each job classification as well as the minimum acceptable level of performance on such examinations. The Board may make periodic revisions in such standards as conditions warrant.

12.2 Job Descriptions. Job descriptions, outlining the basic job duties and responsibilities of such classification, will be adopted and revised from time to time as conditions warrant. Job descriptions shall be provisional when written by the Personnel Department, and official when adopted by the Township Board, after receiving a recommendation from the Personnel Committee.

12.3 Classifications. The Township Supervisor or his/her designee may initiate a study of any classification, propose new or revised job descriptions, or recommend combining existing classifications or establish new ones to the Personnel Committee for their recommendation to the Board.

12.4 New Classifications. Any new classifications and any changes in the pay plan will be subject to approval of the Township Board.
ARTICLE 13

NEW OR CHANGED JOBS

13.1 New / Changed Jobs Procedure. When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Township will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During the period, the Union may request in writing, a meeting with the Township to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.
ARTICLE 14

TRANSFERS

14.1 Notification of Transfer. In the event an employee desires a transfer to another department and/or classification, he may file a written request with the Personnel Department.

14.2 Temporary Transfers. The Township may temporarily transfer employees from one job, department, or classification to another. The employee so transferred will, if the transfer is to a lower classification, retain his/her original rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain his/her original rate of pay for the first twenty (20) consecutive working days following the transfer and will thereafter receive the starting rate of the new classification. In the event the employee is subsequently promoted to a higher classification, the time worked in the higher classification pursuant to this Section will not be counted as part of the employee's probationary period as set forth in Section 16.2 of Article 15 – Promotions.
ARTICLE 15
PROMOTIONS

15.1 Definition of Promotion. Permanent, full-time job vacancies which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rate pay classification than the one in which the employee is currently employed. The Township reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.

A. Notice of said job vacancies will be posted for a period of eight (8) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply in writing within the eight (8) calendar day posting period to Personnel.

B. Promotions shall be made on the basis of qualification, ability and seniority. When the qualifications and ability of the employees are deemed equal by the Township, the most senior employee will be given preference. Bonding requirements, prior work record, experience, and physical fitness shall be considered. If no qualified applicant is selected to fill the vacancy, the Township may fill the position from outside.

15.2 Trial Period of Promotion. The applicant selected for a promotion will serve a trial period of three (3) months. The Township may disqualify the employee during the trial period and such employee shall be returned to his/her former position or one of similar classification at the step level next higher than the rate at which he/she was being paid within the previous classification.

15.3 Hiring from Outside. The Township may hire from outside if no employee is deemed to be qualified to fill the vacancy or no applications are received from current employees.
15.4 **Revert back to Former Classification.** During the first thirty (30) calendar days of the trial period, the employee may revert back to his/her former classification, if the Township agrees and if a vacancy exists and his/her old position has not been filled.
ARTICLE 16
HOURS OF WORK / OVERTIME / AND ATTENDANCE

16.1 Report on Time to Work. Employees are expected to report to work on time and to observe working hours that have been established.

16.2 Notification of Absence. Employees who are absent must notify their Supervisor or Department Head, or the Department Head’s designated representative, or in his/her absence, the Personnel Department within one-half (1/2) hour before their workday begins or present an excuse acceptable to the Township. Employee who fail to do so will be considered to be absent without pay.

16.3 Deductions for Unauthorized Absences. Employees who report 1/10 hour or more late for work shall have the time deducted from their pay, unless an agreement was made between the employee and their supervisor for make-up time.

16.4 Work Schedules. The Township may schedule the work hours of employees according to the needs of the Township operations. The normal work week for full-time employees consists of forty (40) hours; the normal work day consists of eight (8) hours. This Section shall in no way be construed as a guarantee by the Township of any amount of work in any period of time or a limitation on the Township’s right to schedule work in excess of the normal work day or normal work week. The Township reserves the right to determine and modify work schedules. The Township may schedule the work hours of part time, seasonal and temporary employees according to the needs of the Township operations.

16.5 Hours of Work and Lunch Period. Unless otherwise scheduled by the Township, the regular work day of all full-time employees shall commence at 8:00 a.m. and end at 4:30 p.m. daily with a lunch period of one-half (.5) hours. The workday for part-time, seasonal and temporary shall be scheduled according to the needs of the Township
operations. Employees shall be entitled to one fifteen (15) minute wash up break at the conclusion of the work day.

16.6 **Arrangements for Varying Starting and Ending Times.** Employees may work out arrangements with their supervisor that allow the starting or ending time for work to vary by one-hour (either earlier or later) than the regular starting time established.

16.7 **Township Right to Establish and Change Work Schedules.** The Township reserves the right to establish and change work schedules as business conditions and available work require. The Township reserves the right to reduce the work week or the work day to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

16.8 **Overtime Compensation.** Overtime will be permitted for employees considered non-exempt from the provisions of the Fair Labor Standards Act and only when authorized by a supervisor as follows:

A. All employees eligible for overtime shall be paid time and one-half (1.5) their regular straight time rate for all approved time worked in excess of forty (40) hours in any one (1) work week. Employees who work designated holidays shall be paid double-time (2.0) their regular straight-time rate for all hours worked on the holiday. The Township reserves the right to require employees to work overtime in the case of an emergency being defined as “a situation requiring an immediate response to prevent damage. Such calls be will be asked and required in reverse seniority order for obtaining the number of required employees. Time worked on a holiday shall still be compensated at double time.
B. Individuals eligible for overtime under this Article shall be compensated in the following manner during any week in which there is a scheduled unpaid furlough day in the Township:

All Employees eligible for overtime shall be paid time and one-half (1 1/2) of their regular straight time rate for all approved time worked in excess of thirty-two (32) hours in any one work week.

16.9 Computing Overtime. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any basis, thus eliminating and double or pyramiding overtime payment. Absent time paid for shall be considered as time worked for purposes of computing overtime.

For individuals eligible for overtime under this Article, overtime shall be paid in the following manner during any week where there is a scheduled unpaid furlough day in the Township:

A. All employees eligible for overtime shall be paid time and one-half (1 1/2) their regular straight time rate for all approved time worked in excess of thirty-two (32) hours in any one work week.

B. Those employees normally scheduled to work thirty-seven and one-half (37 1/2) hours in a work week will be paid their regular straight time rate for all approved time worked in excess of thirty (30) hours but less than thirty-two (32) hours in any work week.

C. Time worked on a holiday shall still be compensated at double time.

16.10 Call-in Assignment Compensation.

A. Any employee eligible for overtime pay called into work outside of his regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half (1.5) the employee’s regular straight-time rate and will be assured a minimum of three (3) hours pay at time and one-half (1.5) his regular straight-time rate, provided that, if the work time on the call-in assignment is one (1) hour
or less and runs into the employee’s regular working hours, the minimum
guarantee provisions of this Section shall not apply and the employee will be paid
only for actual time worked on the call-in assignment.

B. Should the work assignment run past the regular scheduled work shift, the
employee will be paid at time and one-half (1.5) his regular straight-time rate for
the duration of the assignment if the duration is one hour or less. If the duration is
more than one hour, the minimum guarantee provisions of this section shall apply.

16.11 Use of Compensatory Time. In lieu of pay for overtime, as provided in paragraph 16.8
above, an employee may elect to receive compensatory time by designating this election
within the pay period that the overtime hours are worked. Compensatory time may only
be utilized after it has been earned by the employee. Compensatory time shall be
computed on the same basis as overtime payments as set forth in paragraph 16.8 above.
Compensatory time may be accumulated to a maximum of forty (40) hours outstanding at
any one time unless otherwise authorized by the Supervisor. All unused compensatory
time will be paid to the employee at the end of the year with his/her regular paycheck.
Compensatory time off may be taken upon advance approval by the employee’s
supervisor. To be considered, requests for the use of compensatory time must be
submitted at least twenty-four (24) hours in advance setting forth the requested date(s)
and number of hours to be taken as compensatory time.

16.12 Time Reports. Accurately recording time worked is the responsibility of every
employee. Time worked is all the time actually spent on the job performing assigned
duties. Employees should accurately record the time they begin and end their work, as
well as the beginning and ending time of each meal period. Employees should also
record the beginning and ending time of any departure from work for personal reasons.
Altering, falsifying, tampering with time reports may result in disciplinary action, up to
and including termination of employment. It is the employee’s responsibility to check
this timesheet is now complete at the top of the electronic timesheet in BS&A. The
employee’s supervisor will review and approve the timesheet before submitting for
payroll processing.
16.13 Method of Payment and Direct Deposit of Paychecks. All employees are paid bi-weekly on every other Friday. Each paycheck will include earning for all work performed thought the end of the previous payroll period. In the event that a regularly scheduled payday fall on a day off or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. Employees must have their paychecks directly deposited into a bank account or credit union.

16.14 Rest-Time: Employees are entitled to four (4) hours of rest time from the end of their overtime duty period. If such time includes regular work schedule, the employee will still receive their regular pay for rest release time that occurs during the regular work period. All employees shall be allowed one (1) break during each half day they work. The breaks shall be of ten (10) minutes duration and shall be taken at a time designated by the Township. Breaks shall be taken during that time they are earned and may not be accumulated and used at a later time. In no case shall an employee be permitted or required to work more than 32 consecutive hours.

16.15 Fatigue Time:

In the event an employee is required to work between the hours of 3:00 a.m. and 5:00 a.m., (Monday through Friday mornings), the employee shall be allowed to report for work later that day, at 12:30 p.m. (end of regular lunchtime period). Any employee called into work after 5:00 a.m. shall not be eligible for this provision. Any employee wishing to exercise this option shall be responsible for leaving a voicemail message on all of the following office telephone numbers, prior to leaving work:

1.) Office Coordinator: (248) 451-4782
2.) Field Supervisor: (248) 451-4781
3.) Superintendent: (248) 451-4783

*Exceptions may be granted by the Water and Sewer Director due to unusual circumstances which do not meet the criteria of this policy.
16.16 On-Call Pay for Emergency Responses:

A. On Call pay shall be paid to employees participating in an emergency standby program. The on-call employee is required to be available on this status for a scheduled seven (7) consecutive day period, 24-hours around the clock and to maintain cell phone contact to respond in a reasonable amount of time.

B. Union personnel may volunteer to participate in this program, however this program is mandatory for employees hired after 2003, but once agreeing to participate must do so for a 16 week period. Employees wishing to opt out of the program at the end of each 16 week period must give 30 days notice of his intent to quit the program.

C. In the month preceding the 16-week On-Call period employees may volunteer to participate in the program. Selection of what week an employee may be on call shall be done in rotation. High seniority employee picks a week he will participate in on-call, then the next highest selects a week, and so on. When all employees have selected a week, then the process is repeated until the 16 weeks have been selected. All weeks must be covered by the volunteers. If less than six Union employees participate in this program, then Foremen will also have the opportunity to voluntarily participate in the upcoming 16-week period. If an employee becomes ill and cannot serve in an on-call capacity he must inform the management of the department immediately. Management will have the right to fill the on-call position in any manner management chooses until the first day the regularly assigned on-call person can return to work. Employees may exchange on-call days with a 24 hour notice to Supervision. However, an employee may accept one on call week, from another employee, without an equivalent trade, without an equivalent trade, provided the on call employee was no/is not on call the previous or following week (i.e., an employee is not allowed to work more than one on call week in a two week period.

D. An employee participating in the program shall have non-personal use of a township vehicle to respond to after hour emergencies directly from his home. He shall carry in working order and operational, a cell phone to be able to receive and make emergency calls. The employee’s function shall be to assess emergency public works situations, call in repair contractors and/or employees to fix or relieve the
situation, and monitor the contractor when time and material charges are involved. It will be considered unsatisfactory job performance not to respond to any emergency call.

E. Employees encountering issues they would like supervisory assistance on may call the Water & Sewer Director, the Superintendent, or the Field Supervisor, as designated to get advice and consent. When failing to obtain any Union workers to work overtime, either the Foreman or the designated contractor shall be called to assist in the resolution of the emergency that threatens life, health, or property. All Union employees will receive required training in electrical lift stations and confined space entries.

F. An employee in this situation shall be paid time-and-one-half portal to portal (from the time the employee leaves home (or enters the Township, whichever is less) until he returns home (or leaves the Township, whichever is less). In addition, as compensation for being On Call”, the employee shall be compensated fifteen hours (15) per week. If the employee is “On Call” in a week that contains a paid holiday, the employee will receive one (1) additional hour of pay, per holiday.

G. The On-Call Person is required to appear for duty as soon as practicable. Failure to appear for emergency work when contacted by telephone shall permit disciplinary action in accordance with progressive disciplinary policy. Discipline will occur after the second (2) occurrence in each quarter.

H. Equalization of Overtime:

1. Every two weeks the “overtime board” will be updated with all hours worked by field personnel in the previous payroll period. The “overtime board” is a posting made by the management of the department that shows the amount of overtime worked and overtime refused since the beginning of the calendar year. Overtime refused is the amount of overtime charged to an employee’s equalization account on the overtime board that represents the amount of overtime the person who actually worked the overtime assignment. In any case the entry cannot be less than two hours. The overtime refused is marked on the schedule immediately by the requesting party after the overtime period has been completed. When the overtime board is published each two weeks,
it will list the employees in order from lowest time (worked and refused) and highest time.

2. When management or the on-call person is needing to find a worker to fill an assignment, either scheduled or emergency, he will ask the lowest hour person on the list first, then the next lowest, and so on, until he finds the necessary number of workers to handle the assignment.

3. The on-call person is always given the first opportunity to work any overtime. The on-call person is not charged “equalization time” for any assignments he does not take during his period of on-call. Any additional employees required for the crew shall be selected as follows; (1) the lowest overtime employee(s) currently working on the job for at least one hour at the end of the shift shall be offered the shift continuation overtime and (2) if he refuses such overtime or additional employees are required, the overtime equalization procedure is to be used.

4. On January 1st of each year the overtime board hours are set to zero for all employees. The first (ONLY) rotation through the list for requesting overtime assignments is done by seniority.
ARTICLE 17
RATE OF PAY

17.1 General Wage Adjustments.
During the duration of the Agreement the Township will administer wage changes in the following manner: Members of the Bargaining Agreement shall be eligible for one step increase per calendar year as their eligibility occurs.

17.2 Salary Table. The provisions with respect to annual wages for 2080 hours are set forth as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018 2.0%</th>
<th>2019 1.0%</th>
<th>2020 1.0%</th>
<th>2021 2.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$36,483.20</td>
<td>$36,857.60</td>
<td>$37,232.00</td>
<td>$37,960.00</td>
</tr>
<tr>
<td></td>
<td>$17.54</td>
<td>$17.72</td>
<td>$17.90</td>
<td>$18.25</td>
</tr>
<tr>
<td>Year 1</td>
<td>$38,313.60</td>
<td>$38,708.80</td>
<td>$39,083.20</td>
<td>$39,873.60</td>
</tr>
<tr>
<td></td>
<td>$18.42</td>
<td>$18.61</td>
<td>$18.79</td>
<td>$19.17</td>
</tr>
<tr>
<td>Year 2</td>
<td>$40,227.20</td>
<td>$40,622.40</td>
<td>$41,038.40</td>
<td>$41,849.60</td>
</tr>
<tr>
<td></td>
<td>$19.34</td>
<td>$19.53</td>
<td>$19.73</td>
<td>$20.12</td>
</tr>
<tr>
<td></td>
<td><strong>2018 2.5%</strong></td>
<td><strong>2019 2.25%</strong></td>
<td><strong>2020 2.25%</strong></td>
<td><strong>2021 3.0%</strong></td>
</tr>
<tr>
<td>Year 3</td>
<td>$42,432.00</td>
<td>$43,388.80</td>
<td>$44,366.40</td>
<td>$45,697.60</td>
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<tr>
<td></td>
<td>$20.40</td>
<td>$20.86</td>
<td>$21.33</td>
<td>$21.97</td>
</tr>
<tr>
<td>Year 4</td>
<td>$44,553.60</td>
<td>$45,552.00</td>
<td>$46,592.00</td>
<td>$47,989.60</td>
</tr>
<tr>
<td></td>
<td>$21.42</td>
<td>$21.90</td>
<td>$22.40</td>
<td>$23.07</td>
</tr>
<tr>
<td>Year 5</td>
<td>$47,216.00</td>
<td>$48,276.80</td>
<td>$49,379.20</td>
<td>$50,856.00</td>
</tr>
<tr>
<td></td>
<td>$22.70</td>
<td>$23.21</td>
<td>$23.74</td>
<td>$24.45</td>
</tr>
<tr>
<td>Year 6-Must have Class 4</td>
<td>$49,587.20</td>
<td>$50,710.40</td>
<td>$51,854.40</td>
<td>$53,393.60</td>
</tr>
<tr>
<td></td>
<td>$23.84</td>
<td>$24.38</td>
<td>$24.93</td>
<td>25.67</td>
</tr>
<tr>
<td>Level 5</td>
<td><strong>2018 2.5%</strong></td>
<td><strong>2019 2.25%</strong></td>
<td><strong>2020 2.25%</strong></td>
<td><strong>2021 3.0%</strong></td>
</tr>
<tr>
<td>WS Specialist/Life Mechanic</td>
<td>$50,128.00</td>
<td>$51,251.20</td>
<td>$52,395.20</td>
<td>$53,976.00</td>
</tr>
<tr>
<td></td>
<td>$24.10</td>
<td>$24.64</td>
<td>$25.19</td>
<td>$25.95</td>
</tr>
<tr>
<td></td>
<td>$52,894.40</td>
<td>$54,080.00</td>
<td>$55,307.20</td>
<td>$56,971.20</td>
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<tr>
<td></td>
<td>$25.43</td>
<td>$26.00</td>
<td>$26.59</td>
<td>$27.39</td>
</tr>
<tr>
<td></td>
<td>$55,764.80</td>
<td>$57,033.60</td>
<td>$58,302.40</td>
<td>$60,070.40</td>
</tr>
<tr>
<td></td>
<td>$26.81</td>
<td>$27.42</td>
<td>$28.03</td>
<td>$28.88</td>
</tr>
</tbody>
</table>
17.3 Competency Pay. Those employees who become State-certified as Water Systems Operator, the Township will pay such employees as follows:

- Class 4 (only) - Lump sum payment of $125 each year in May.
  (beginning on May 1st, 2006)
- Class 3 - an additional $.50 per hour over basic wage rate.
- Class 2 - an additional $.75 per hour over basic wage rate.
- Class 1 - an additional $1.00 per hour over basic wage rate.

17.4 Out-of-classification Pay. Employees who are assigned work for more than one consecutive work day that is completely in the classification of another, higher classification, shall receive compensation for performing that work in excess for the first work day in which those duties were performed. Such duties must be specifically assigned by management and the employee is to confirm with management that such duties, after the first work day, are considered outside those of his/her regular classification.
ARTICLE 18

VACATIONS

18.1 Vacation Eligibility Schedule. Each regular, full-time seniority employee will earn annual vacation leave with pay in accordance with the following provisions. Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. Through 12/31/05, the vacation schedule in effect at the signing of the contract will remain in effect. After 12/31/05, an eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Maximum Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hires shall be provided with the following for their first six (6) months of employment*</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>After one (1) year</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>After two (2) years.</td>
<td>Ten (10) days.</td>
</tr>
<tr>
<td>After three (3) years, to and including after four (4) years.</td>
<td>Eleven (11) days</td>
</tr>
<tr>
<td>After five (5) years</td>
<td>Fifteen (15) days</td>
</tr>
<tr>
<td>After six (6) years, to and including after seven (7) years.</td>
<td>Sixteen (16) days</td>
</tr>
</tbody>
</table>
After eight (8) years, to and including after nine (9) years.

Seventeen (17) days

After ten (10) years, to and including after fifteen (15) years.

Twenty (20) days

After sixteen (16) years, to and including after nineteen (19) years.

Twenty-three (23) days

After twenty (20) years and over

Twenty-four (24) days

* If the Employee ceases to be employed by the Township the value of the vacation days (five days) shall be deducted from the employee's final pay.

18.2 Use of Vacation. Vacations shall be taken during the employee's anniversary year. In the event, however, that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one (1) anniversary year, because scheduling such vacation would drastically interfere with the operations of the department or for other good reason, the Department Head or his designee may allow such unused vacation to be taken during the following anniversary year. If permission to take the unused vacation in a subsequent anniversary year is not granted, the employee shall be paid for such unused vacation at straight time.

18.3 Vacation Scheduling. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the Department. It is understood that employees shall give advance written notice to receive approval from the Department Head or his designated representative, prior to using their accumulated vacation leave, provided that the Department Head, may, in his discretion, make exceptions to these requirements. A vacation may be split into one (1) or more weeks providing such scheduling does not drastically interfere with the
operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken.

18.4 Payment of Unused Vacation at Termination. If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

18.5 Use of Vacation in Hourly Increments. The Department Head may allow vacation time to be taken in one (1) hour increments. Such one (1) hour increments must be scheduled in advance pursuant to the contract and may be taken only upon advance written approval of the Department Head or his designated representatives.

18.6 Submittal of Vacation Requests. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Department Head during the month of January of each year prior to the requested vacation period. When authorized by the Township, the employee may change his requested vacation period. If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given preference. Should more than one (1) application be received at the same time for the same date, then seniority will prevail.

18.7 Exception to Use of Vacation / Probationary Employees. Vacation leave with pay may not be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by special circumstances. Probationary employees will earn vacation leave with pay during their probationary period, but cannot receive or use vacation leave with pay during their probationary period.
ARTICLE 19

HOLIDAYS

19.1 List of Designated Holidays: Providing they meet all of the eligibility rules set forth in this Article, regular, full-time seniority employees shall be paid their regular straight time rate for their normal daily hours for the following holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents Day
- Spring Holiday (on a date to be designated by the Township Board)
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year’s Day
- One floating holiday to be determined by the Township Officials by January 1st of each year

19.2 Applicable State and Federal Laws. Subject to applicable State and Federal laws, when any of the above enumerated holidays falls on a Saturday, the preceding Friday will be observed as the holiday. When any of the above enumerated holidays falls on a Sunday, the following Monday will be observed as the holiday.
19.3 Rules Governing Holiday Pay. The following rules shall govern the payment of holiday pay:

A. Employees must work the full scheduled workday prior to and the full scheduled workday following a holiday in order to be eligible for such holiday pay, unless the

B. employee submits a physician’s certificate of illness for the absence or the absence in mutually agreed to.

C. The employees would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

D. The employee must have seniority on the workday immediately proceeding the holiday period.

19.4 Receipt of Pay for Working on Holiday. An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday pay for such day.
ARTICLE 20

SICK LEAVE WITH PAY

20.1 Sick Leave Definition and Accumulation. Sick leave with pay will be earned by all permanent, full-time seniority employees in accordance with the following provisions.

20.2 Computing Sick Leave Pay. Permanent full-time employees will earn and be credited with one (1) workday of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

20.3 Sick Leave During Probation. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period. In the event the employee requests in writing, the Township Supervisor, or his designee grants such a exception an the employee will have the amount of the sick leave days so received deducted from his final paycheck.

20.4 Requirement to Document Sick Leave. The Township may require that employees provide specific and detailed medical data from the employee’s doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive workdays is taken pursuant to this Article. Falsification of such evidence will be cause for dismissal. The Township may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the Township will pay the cost of such tests and examinations.

20.5 Use of Sick Leave. For purposes of computing sick leave pay, a workday shall be considered to be the employee’s normal daily scheduled hours paid at the employee’s straight time rate. Sick leave shall be taken in increments of at least one (1) scheduled hour of work, unless otherwise agreed to by the employee’s immediate supervisor. In
order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor or the supervisors designee or the Personnel Office prior to or within one-half (1/2) hour after the time set for beginning his daily duties or present an excuse acceptable to the Township.

20.6 **Exhaustion of Sick Leave.** No sick leave may be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by the circumstances. Employees on leave of absence without pay or on health leave of absence without pay shall not accumulate sick leave while on such leave. Employees who have exhausted their sick leave credit and are still unable to work may be allowed to utilize any unused vacation credits upon written request.

20.7 **Township Right to Require Involuntary Sick or Health Leave.** An employee shall be entitled to absence without loss of pay for sickness or other good cause. Sick leave shall only be available for use by seniority employees or when the Township determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others. Payment for sick leave would be subject to approval of the employee’s immediate supervisor. The Township reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

20.8 **Sick Leave Upon Return from Layoff.** Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

20.9 **Maximum Sick Leave Bank.** Unused sick leave shall accrue and may be accumulated up to a maximum of eighty (80) days.

20.10 **End of the Year Sick Time Payout.** In the first pay in January of each year eligible employees will be paid for one-half (1/2) of accumulated unused sick leave in excess of eighty (80) days.
20.11 Payment of Accumulated Sick Leave Upon Termination/Retirement. Payment for accumulated sick leave will be made only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of his/her accumulated unused sick leave time, to a maximum of forty (40) days. This provision shall apply as long as an employee retirees under the provisions of the West Bloomfield Township Employee Retirement System.

20.12 Donation of Sick Leave. Employees may donate earned sick leave days to another employee, providing the recipient would otherwise qualify for sick leave and would otherwise be off without pay having exhausted all of his accumulated sick leave and vacation leave and provided further that the employee making the donation has at least thirty (30) days of paid sick leave remaining to his credit. The procedures used shall be subject to approval of the employer. Effective, 03/22/10, the employee will be charged for one (1) sick day for each one (1) day the employee donates to another employee. An employee may donate only (1) one sick day per year to another employee.

20.13 Terms and Conditions of Sick Leave Donation. Subject to the approval of the employer, for catastrophic illnesses which last in excess of six (6) continuous weeks for the recipient, an employee may make a donation of earned sick days if they and the recipient meet the eligibility requirements above. The donating employee will be charged one (1) sick day for each one (1) day the employee donates to another employee under this section.

20.14 Limits of Sick Leave Donation. An employee may donate no more than five (5) earned sick days to any individual employee and no employee may receive more than thirty (30) donated days.
ARTICLE 21
LONGEVITY

21.1 **Longevity Eligibility Schedule.** In addition to the pay provided for in Article 17 Rate of Pay, employees hired prior to 10/10/03 shall receive with the next pay after the anniversary date of hire, a sum equal to the percentage of his/her annual base rate of pay then in effect, based upon his/her length of service at that time. The payment will be based upon the employee’s date of hire and the amount of time actually worked in the preceding calendar year (i.e. anniversary date to anniversary date). Longevity payments shall be frozen at the 2010 length of service level.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Percentage of Annual Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>1%</td>
</tr>
<tr>
<td>10 years</td>
<td>2%</td>
</tr>
<tr>
<td>15 years</td>
<td>4%</td>
</tr>
<tr>
<td>20 years</td>
<td>6%</td>
</tr>
<tr>
<td>25 years</td>
<td>8%</td>
</tr>
</tbody>
</table>

21.2 **Earning Longevity Pay.** Longevity pay credit is earned according to the schedule set forth above and the employee’s seniority on his/her hire date.

21.3 **New Hire Longevity Pay.** Longevity pay is not available to those hired after 10/10/03.

21.4 **Pro-Rated Longevity Pay.** The foregoing longevity payments are based on a full twelve (12) months of service. An eligible employee must be paid for eight percent (80%) of the scheduled work time within a given calendar to earn longevity payment credit under the above schedule. If an employee retires under the provisions of the West Bloomfield Township Employee Retirement System or voluntarily resigns with at least two (2) weeks advance written notice to the Township, the employee will receive a pro-rated longevity payment based on the number of months of service in that anniversary year.
ARTICLE 22

INSURANCE

22.1 Life Insurance and Accidental Death/Dismemberment. The Township agrees that, for the duration of this Agreement, it will pay the premiums to provide forty thousand ($40,000) dollars group life insurance policy and forty thousand ($40,000) dollars accidental death and dismemberment insurance policy for regular full-time employees. Coverage will begin for any employee on the first of the month following thirty (30) calendar days of continuous employment.

22.2 Health Insurance. The Township agrees that members will be provided Community Blue PPO 3 Health Insurance, for the duration of this agreement, as outlined in the attached summary plan description.

Beginning on January 1, 2018 members of the group will be required to contribute the first two pays per month in the following amounts: Single plan $50.00, two-person $80.00 and family plan $100.00 per month. Premium sharing shall not continue for retired members of the group. The plan shall also include a $20.00 Chiropractic co-pay per covered visit.

22.3 Health Care Reform. The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001] or any actions taken in repealing or modifying the statute. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

The Township or Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare law or actions taken by the State legislature regarding retiree healthcare issues.
22.4 **Prescription Drug Program.** The Township agrees that it will continue to pay the premium to furnish the prescription drug program: $10 generic/$40 formulary/$80 non-formulary drug card.

22.5 **Opting Out of Township Provided Health Insurance.** Each employee who chooses to waive Township provided health insurance / drug insurance and whose spouse or parent has coverage provided by another employer, shall be paid a cash incentive each year for every year that the employee waives Township provided coverage.

A. Effective January 1, 2015 Employees who elect not to receive medical coverage shall receive payment in the amount of $200 per month or $2,400 per year, paid bi-annually. However, if a member’s spouse is employed by the Township and they can be covered by the spouse’s coverage there will be no opt out payment.

B. Payments shall be made semi-annually to each employee who has not taken any Township provided health insurance for the previous six (6) months. The cash payments made in lieu of benefits are considered taxable income by the IRS.

C. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment.

D. Employees whose spouse’s or parent’s health care insurance ceases to cover them due to a layoff, termination, death, divorce, legal separation, or loss of eligibility under spouse’s or parent’s contract, shall be allowed to enroll in the Township provided health insurance plan by showing proof that the spouse’s or parent’s coverage has ceased. In such cases, the employee shall be allowed to enroll in a Township sponsored plan at the beginning of the next billing period.

E. Employees who elect to waive their coverage may not re-enroll in the Township provided health insurance plan for any other reason until the Township's
re-enrollment period each November. In the event that an employee re-enrolls, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. Election of waiver in the Township sponsored plan shall be limited to the January and June billing period.

F. The Township shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage.

22.6 **Dental Insurance.** The Township agrees that for the duration of this Agreement, it will pay the full premium for group dental insurance family coverage for regular full-time employees. The maximum payment shall be as follows:

- Dental Class I-III --- $1,000.00
- Dental Class IV --- $2,000.00

Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contract between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. The Township reserves the right to select the carrier(s), to change carrier(s) and to become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

22.7 **Optical Insurance.** The Township will provide group optical insurance, family coverage, for full-time seniority employees. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contract between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. The Township reserves the right to select the carrier(s), to change carrier(s) and to become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.
22.8 **Short-Term Disability Insurance.** The Township agrees that, for the duration of this Agreement, it will pay the premium to provide short-term disability insurance for regular full-time employees. The short-term disability insurance provides a benefit of sixty percent (60%) of base salary up to a maximum of six hundred and fifty ($650) dollars per week for a maximum of twenty-six (26) weeks. The insurance coverage begins the fifteenth (15th) day after the first day an employee is off work due to an accident or illness. The insurance benefit is payable under the terms of Article 24-Disability Leave.

22.9 **Long-Term Disability Insurance.** The Township agrees that, for the duration of this Agreement, it will pay the premium to provide long-term disability insurance for regular full-time employees. The long-term disability insurance provides 60% of base wages up to a maximum of two thousand six-hundred ($2,600.00) dollars. The monthly amount received will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the employer, West Bloomfield Township’s Employee’s Retirement Fund, the Federal Social Security Act (both primary and dependent, Worker’s Compensation, Veteran’s benefits or other such pensions). The insurance benefit is payable under the terms of Article 24-Disability Leave.

22.10 **Terms and Conditions of Insurance Plans.** Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. No matter contained in this Article shall be subject to the grievance procedure. Except as set forth in Article 24-Disability Leave, the insurance coverage listed above shall be discontinued on the day the employee’s services are terminated or quits or retires or the day he/she goes on any leave of absence or is laid off, provided that if an employee is temporarily laid off his/her insurance shall be continued in force (if permitted by the insurance carrier) for the period for which the Township has prepaid the premium, if any, but in no event longer than thirty (30) calendar days. Except as set forth in Article 24-Disability Leave, it is understood that the Township’s sole obligation under this Article is to pay the premiums (except for probationary employees), to provide the insurance
coverage set forth above for eligible employees who are actively working. The Township reserves the right to select the carrier(s), to change carrier(s) and to become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements and out-of-network charges under such contracts are not increased.
ARTICLE 23
LEAVES OF ABSENCE

23.1. **Personal Reasons Without Pay.** The Township may grant a temporary written unpaid personal leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Department Head. The Township Supervisor or his designated representative must approve the request in writing if granted, prior to the start of the leave. Such leave may be extended upon written approval by the Township Supervisor or his designee up to a period of six months. Authorized absences without pay may be granted by the Township for a good cause subject to the efficient operation of the department. Seniority shall not accumulate during such leave. Except as otherwise specifically provided in the Disability Leave Article, no benefits will accrue to an employee during any leave of absence. Leave requests in excess of six months shall be submitted to the Township Board for their approval.

23.2. **Military Leave Without Pay.** Any regular employees who is required to be activated the military service of the United States shall be granted leave of absence without pay and reinstatement to employment as required by applicable provisions of Act 263, P.A. of Michigan of 1951 and any other applicable statutes then effective. Voluntary call up for military service is not eligible for Military Leave.

A. Any employee granted a leave of absence for "military duty" as defined in Act 263 of the Public Acts of Michigan of 1951, shall be reinstated to his position when he has been discharged or separated from service, providing: (1) he makes application for reinstatement within ninety (90) calendar days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year; (2) he is discharged under honorable conditions and he establishes this fact to the satisfaction of the Township; and (3) he is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater length of service to the Township.

B. If any employee is not qualified to perform the duties of such position by reason
of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him with like status and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

C. If the employee's former position has been transferred to another department, the employee shall be restored to the same position in the new department. If for any reason it is not feasible for such former employee to be reinstated to his previous employment, or if his previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority in any other department or agency of the Township for which the returning veteran is qualified and he shall be appointed to that position. If it is found that no position is available to such returning veteran and he considers himself aggrieved over this procedure, he may file a grievance in writing at step 3 of the Grievance procedure.

D. Any regular full-time employee who is a reservist and who must attend "annual active duty for training" shall be compensated by the Township for any difference between his regular pay and his military pay. Such payment shall not exceed a period of time equal to two (2) normally scheduled work weeks per year. Such leave shall be granted only upon advance notice of at least two (2) weeks to the Township Supervisor.

23.3. Maternity Leave of Absence. The Employer shall provide maternity leaves of absence, according to all applicable State and Federal laws, this Article, Short-Term Disability, and Health Insurance provisions. Time on maternity leave shall be counted toward the limits in FMLA.

23.4. Leaves Must be in Writing. An employee with at least one (1) year of seniority at the time the leave is to commence who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician (stating the specific illness or disability and the
expected length of the absence) may be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or disability, up to six (6) months including FMLA leave.

A written request for such a leave must be submitted to the Personnel Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave. Extensions of up to thirty (30) calendar days may be granted upon the submission of a written application to the Personnel Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least fourteen (14) calendar days prior to the expiration of the leave.

A requested leave (or any requested extension of a leave) which involves a leave in excess of six months shall be subject to Township Board approval. Within fourteen (14) calendar days prior to the expiration of the leave, the employee shall notify the Township in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the fitness of the employee to fulfill his duties. Employees on leave must report for reassignment to work not later than the first working day following the expiration of their leave.

Upon expiration of the leave, the employee will be returned to his/her former classification, if available, providing his/her seniority so entitles him/her and he/she can perform the available work. If a position in the employee's former classification is not available, the employee will be placed in a position of similar classification and pay. If no position is available the employee will be maintained on the recall list. Upon return, the employee will be placed on the same position of the current salary schedule that he/she held at the start of the leave. Seniority shall not accumulate during such leave and the time of leave shall not be considered as time worked. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.
23.5. **Eligibility of Short or Long Term Disability Insurance.** Employees, who are eligible for short or long-term disability insurance, need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other regulations set forth in this Article shall apply:

23.6. **Leave Status Not Counted Toward Probation.** Any time on leave status shall not be counted toward the twelve (12) month probationary period.

23.7. **Authorized Absence Without Pay.** Authorized absence without pay may be granted by the Township for a good cause shown subject to the efficient operation of the department.

23.8 **Employment While on Leave.** Any employee who obtains employment while on leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose, or the Township Supervisor grants written permission.

23.9. **Duty Related Disability.** If an employee suffers a duty-related disability and, if it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired, if eligible, under the Township retirement system.

23.10. **Termination of Employment Due to Disability.** The Township may demote, suspend or transfer an employee and/or require an employee to take an involuntary sick or health leave of absence, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his assigned duties as shown by medical evidence. The employment of the employee will be terminated at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section. Such disability shall be deemed just cause for the purpose of this Agreement. An employee unable to return to work within two (2) years of the date of the illness or injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the
Township of West Bloomfield/TPOAM Water Utility
Effective January 1, 2018 to December 31, 2021

Township Board. A written notice of termination, and date of termination, shall be signed by the Township Supervisor or designee and delivered to the employee. Unused sick and vacation time shall be paid to the employee at termination in accordance with the provisions of those sections of the contract.
ARTICLE 24
DISABILITY LEAVE

24.1 Short-Term Disability (up to twenty-six (26) weeks):

A. Non-compensable illness or injury. In event an employee is ill or disabled and unable to work within the Department at this regular salary, as a result of illness or injury not compensable under the Workers’ Compensation Act, the employee will receive insurance benefits in accordance with Article 22-Insurance, Section 22.7, Short-Term Disability Insurance, for the period of such absence in excess of 14 calendar days, but not to exceed twenty-six (26) weeks from the date of such illness or injury. The employee may also use a pro-rata amount of his earned sick leave and/or vacation leave, if any, to equal one hundred percent (100%) of his normal base salary. It is understood that the insurance benefit and sick leave and/or vacation, if any, may not exceed one hundred percent (100%) of the employee’s normal base salary. Payments made by the Township shall be deducted from the employee’s accumulated sick and/or vacation leave on a pro-rate basis.

B. Compensable illness or injury. In the event an employee is disabled and unable to work within the Department at his/her regular salary as a result of duty connected personal injury or illness arising out of and in the course of his/her employment, and in fact, is paid Workers’ Compensation Benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work one hundred percent (100%) of his/her regular straight-time pay, such payment to consist of the Workers’ Compensation Benefits payments as supplemented by the applicable payments to be eligible employees under any other disability insurance plan provided by the Township. It is understood that the Township’s responsibility pursuant to this Section is to pay the difference, if any, between such one hundred percent (100%) of the regular straight-time pay and the compensation set forth above. The payment set forth in this Section will be made for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness or injury. This period may be extended for an additional period of up to twenty-six (26) weeks in accordance with Section 24.5 below. A duty connected illness or injury shall be such an illness or injury, which is compensable under the
provisions of the Michigan Workers’ Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence. An employee receiving benefits under this Article will be required to turn back to the Township their Worker’s Compensation check and will receive their pay directly from the Township. That pay will consist of their regular straight time pay minus any other duty disability insurance plan provided by the Township.

24.2 **Long-Term Disability in excess of twenty-six (26) weeks.** In the event an employee is unable to return to work within the twenty-six (26) week period described in Section 23.1 above, due to either an non-compensable or compensable illness or injury, the employee will receive insurance benefits in accordance with Article 22-Insurance, Section 22.8, Long-Term Disability Insurance.

24.3 **Continuation of Medical and Life Insurance for Duty-Related Disability.** In the event a seniority employee suffers a compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for one year from the date of such illness or injury. This period may be extended for up to an additional six (6) months as note in Section 24.5 below.

24.4 **Continuation of Medical and Life Insurance for Non-Duty-Related Disability.** In the event a seniority employee suffers a non-compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for one year from the date of such illness or injury. This period may be extended for up to an additional six months as note in Section 25.5 below.

24.5 **Permanent Disability.** An employee unable to return to work within two-(2) one (1) years from the date of the illness or injury shall be deemed to be permanently disabled and shall be terminated from the Township employment except as noted below.

If an employee has not returned after one (1) year, they will be subject to an evaluation by a Medical Evaluator selected by the Township. The Evaluator will determine whether the Employee has a reasonable likelihood to return to work
within the next six (6) month period. If the Evaluator makes the determination that the Employee has a reasonable likelihood of returning to employment within the next six (6) month period, the Employee will be eligible to receive an additional six (6) months of benefits. If the Evaluator determines that there is not a reasonable likelihood of the Employee returning to work in the next six (6) month period, the Employee will not be eligible for extended benefits. If the employee has a medical evaluation which is different than that provided above, the parties agree that the determining factor will be the current Chief Medical Staff at the William Beaumont Hospital or his or her designee to resolve the dispute between the two medical evaluators. Their decision will be final.
ARTICLE 25
FUNERAL LEAVE

25.1 Definition of Immediate Family and Days Allowed. In case of death occurring in a full-time seniority employee’s immediate family requiring his/her absence and during a duty period, the employee will be granted a leave of absence with pay for such period, not to exceed three (3) consecutive work days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the Department Head. “Immediate family is defined as the employee’s spouse, child, brother, sister or parent, parents-in-law, grandparents, grandparents-in-law, step parents, children and grandchildren.

25.2 Definition of Close Relatives and Days Allowed. Employees shall be allows a one (1) day leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew or any relative of the employee living in the same household provided that the funeral occurs on the employee’s scheduled work day.

25.3 Proof of Relationship / Attendance. The Township may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of the Article, before making any payment under this Article. The Township Supervisor or his designee may, in his/her discretion, make an exception to these requirements when he/she deems it appropriate in cases of extenuating circumstances.
ARTICLE 26
PERSONAL LEAVE

26.1 Number of Days of Paid Leave. All full-time seniority employees will be granted three (3) work days of paid leave for use during the calendar year for personal reasons which require the employee’s absence during normal working hours. The personal leave days may not be accumulated or carried over from year to year, and will be forfeited if not used by December 31st.

26.2 Use of Sick Leave for Personal Reasons. All full-time, regular seniority employees, who have sick leave with pay may use up to three (3) sick leave days with pay each fiscal year (January 1 through December 31) for urgent, necessary, legal business, household or family matters of compelling necessity which require the employee’s absence during normal working hours, upon receiving permission from their immediate supervisor. The day so used will be deducted from the employee’s earned sick leave credit. Hunting, fishing recreation, vacationing and social matters are not considered proper use of this section.

26.3 Leaves Must be in Writing. Application for such leave must be made in writing at least three (3) work days before taking such leave (except in the case of emergencies) and the applicant must receive the approval of the Department Head or his/her designated representative, before taking such leave. The number of employees allowed to take leave pursuant to this Article at any one time will be within the sole discretion of the Department Head.
ARTICLE 27

JURY DUTY

27.1 Definition. Any employee who is summoned and reports for jury duty, as prescribed by applicable law, on a day that he or she otherwise would have been scheduled to work, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight time hours on that day and the daily jury duty fee paid by the Courts (not including travel expenses or reimbursement or other expenses). This Section shall apply for each scheduled work day that the employee reports for, or performs, jury duty. The Township’s obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) working days in any calendar year, unless the employee is servicing on a jury at the end of the thirty (30) calendar days, in which case, jury duty shall continue until that jury has been discharged by the Court.

27.2 Payment for Jury Duty. In order to receive payment under this Section, an employee must give the Township prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed during the hours for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

27.3 Work-Related Court Suit. The Township will pay employees their regular rate of pay when they are required to appear on behalf of the Township in a work-related court suit.

27.4 Non-Work Related Matter. An employee who appears in a court of law in a non-work related matter shall request the appropriate personal, business leave or vacation time.
ARTICLE 28

RETIREMENT

28.1 Eligibility. Employees included within the bargaining unit shall be entitled, as a condition of their employment, to the benefits of the retirement program approved by the West Bloomfield Township Board (the basic plan) in effect by the bargaining unit which retirement plan is incorporated herein by reference.

28.2 Voluntary Employee Contribution for Deferred Compensation. The Township will provide a voluntary employee contribution qualified plan for deferred compensation.

28.3 Defined Benefit Plan (available ONLY for employees hired prior to 10/10/03).

A. Vesting—an employee must have eight (8) years credit as an active employee to qualify for pension.

B. Final Average Earnings (FAE) is defined as the highest four (4) consecutive years in the last ten (10) years of employment, all taxable income exclusive of reimbursements, allowances and lump-sum termination payments for sick or vacation time shall be included in FAE formula.

C. The minimum benefit level will be computed as follows: The bases annuity will be equal to two percent (2%) of employee’s FAE times the number of years of service. Years of service will be a maximum of thirty (30) years.

D. Full retirement eligibility shall be available for anyone who meets the age of sixty (60) and has ten (10) years of service. Retirement benefits are available at age fifty-five (55) and has fifteen (15) years service with medical coverage for the retiree and spouse.

E. The plan document provides details concerning calculations and procedures for the pension benefit. See the Plan Document for specific language and procedures concerning the employee’s pension.

F. Effective 01/01/11, eligible employees shall contribute one percent (1%) of gross pay through 12/31/11.
G. Effective 01/01/12, eligible employees will continue to contribute one percent (1%) of gross pay to the Defined Benefit Plan for the length of this contract.

28.4 Defined Contribution Plan.
A. Employees included within the bargaining until shall be entitled, as a condition of their employment, to the benefits of the Defined contribution Pension Plan (Multivestor) approved by the West Bloomfield Township Board, in effect for this bargaining unit which retirement plan is incorporated herein by reference.

B. The Township will contribute an amount equal to two percent (2%) five percent of each employee's aggregate total earnings for each fiscal year with full vesting in the employee after five (5) years of service with the employer. For employees hired after 10/10/03, the Township will contribute an additional amount equal to ten percent (10%) of each employee's aggregate total earnings for each fiscal year.

C. Vesting-An employee must have five (5) years of credit as an active employee to qualify for the Defined Contribution Pension.

D. Designated beneficiaries of an employee who dies while in service are entitled to the full vested portion of the employee's Defined Contribution Pension monies.

28.5 Retiree Health Insurance Coverage Requirements. The Township will pay the premium for health insurance coverage for regular service retirees who are in good standing under the Township retirement system. Eligible retirees must meet the following minimum age and service requirements: (a) Age 60 with a minimum of 10 years of service; (b) Age 55 with a minimum of 15 years of service; and (c) who were hired prior to 10/10/03. The level of coverage provided shall be the same as the coverage listed in section 22.2 and 22.3, Article 22 – Insurance, including spousal coverage, of this collective bargaining agreement in effect as of the date of retirement. Retirees hired after 10/10/03, but before 03/22/10, who have minimum of 10 years of service, shall be entitled to enroll in any medical program the Township offers and will be required to pay the difference between the cost of the medical coverage and the amount the Township provides toward medical plan coverage as set forth in Section 28.6.
28.6 Health Insurance for Retirees.

A. The Township will pay the health care premium for eligible retirees, hired prior to 10/10/03, and their spouses. For those retirees whose employment began after 10/10/2003, but before 03/22/10, who have a minimum of ten (10) years of service, the Township shall provide $25.00 per month for each full year of Township service toward the cost of any medical insurance program provided by the Township that the retiree participates in. Each November, the monthly amount to be provided by the Township shall be adjusted by the rate of increase/decrease on a percentage basis for the Township’s medical and prescription drug program.

B. All retiree health care and insurance for employees hired after 03/22/10 will be eliminated. The Township will select a HSA or similar retirement account and will contribute $80 per month with a five (5) years vesting requirement. The plan may be, among others, ICMA or MERS.

C. There shall be coordination of benefits with any other health insurance held by the retiree or the retiree’s spouse.

D. The retiree and/or spouse must apply for Medicare, Part A and B, (or any other governmental sponsored program) when eligible. Upon the retiree’s receipt of Medicare health insurance benefits, the Township shall provide BC/BS complementary medical and prescription coverage, which, together with Medicare, provides the same level of coverage as reflected in Section 22.2 and 22.3, Article 23-Insurance, including co-pays, drug riders and deductibles.

E. Any funds established by the Township shall be vested in the Township, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement, shall belong entirely to the Township. Furthermore, the Township reserves the right to select the carrier(s), to change carrier(s) and become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced or restricted and the eligibility requirements under such contracts are not licensed.
F. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse is actively employed by another employer and covered by his/her employer’s health insurance program, if that program provides equivalent or better coverage at no expense to the retiree or spouse.

G. A spouse for purposes of this Article is defined as the employee’s lawful husband or wife. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.

H. Employees included within the bargaining unit shall be entitled, as a condition of their employment, to the benefits of the retirement program approved by the West Bloomfield Township Board (the basic plan) in effect for this bargaining unit which retirement plan is incorporated herein by reference. Except as noted below, Members of the Bargaining Unit eligible to retire will be provided with a 90 day window to notify the Township of their intention to retire in 2015. Members of the Bargaining Unit who elect to retire before July 1, 2015, will receive retirement benefits as if they had retired on December 31, 2014. The Township at its sole discretion may extend this provision for an additional 6 months.

28.7 Retiree Life Insurance. Employees who retire and are receiving a Township pension with ten (10) or more years of service shall be qualified for term Life Insurance with a principal sum reduced by 50% upon retirement. The principal sum shall be additional reduced by 5% in June of each year, down to a level no less than 25% of the principal amount the retiree had as an employee.

28.8 Joint and Survivorship Option. The joint and survivorship option offered by the retirement plan shall pop-up to the unreduced pension amount if the designated beneficiary dies before the retiree. The unreduced pension amount will be payable for those months occurring after the month of the designated beneficiary’s death.
ARTICLE 29

UNIFORM ALLOWANCE

29.1 Uniform Program. The Township shall furnish all field employees a uniform consisting of shirts, pants, coveralls, jacket with removable liner under the uniform rental program. All clothing will remain the property of the Township and must be turned in, should the employee terminate.

29.2 Rubber Goods, Safety Shoes, Helmets. The Township shall furnish all rubber goods, helmets, goggles and gloves.

29.3 Work Boots. The Township will provide replacement leather work boots (summer and winter pairs) as required replaced as needed at the discretion of the department. The boots must be black and have either fiberglass-toed or steel-toed.

29.4 Uniform Standards. The Township will establish uniform standards. The specification shall be strictly adhered to by all employees. The Water and Sewer Director shall be the final authority regarding conformance and standards.
ARTICLE 30
SPECIAL CONFERENCES

30.1 **Arrangements for Special Conferences.** Special conferences for important matters will be arranged between the Union and the Township or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more then two (2) representatives of the Union and two (2) representatives of the Township unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. The employee Union representative(s) shall not lose pay for time spent in special conferences, if conducted during such employee’s normal scheduled hours.
ARTICLE 31
UNION BULLETIN BOARD

31.1 Use of Bulletin Board for Notices. The Township shall provide use of a bulletin board in the facility where employees report to work for posting of notices set forth below, provided such notices are initialed by an Union Board member. The Union will submit one (1) copy of said notice to the Personnel Department. The board shall be used for the following notices:

A. Recreational and social affairs of the Union.
B. Union meetings.
C. Union elections.
D. Reports of the Union.
E. Rulings or policies of the Union.

31.2 Violations of Article. Notices and announcements shall not contain anything political or anything reflecting upon the Township, any of its employees, or any labor organization, and no material, notices or announcements which violated the provision of this Article shall be posted.

31.3 Use of Township E-mail for Notices. The above section shall also apply to the use of Township e-mail, provided that such use in conformance with the Township’s e-mail policy.
ARTICLE 32

GENERAL

32.1 Accident/Property Damage Reports. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to his/her Department Head and the Personnel Department. When required by his Department Head, the employee shall immediately make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the Township. All injuries sustained by an employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician, provided that the Township will pay the cost of such examination or treatment.

32.2 Safety Regulations. Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report, within 24 hours as required herein, or to adhere to any of the Township’s safety rules shall subject the employee to disciplinary action by the Township.

32.3 Outside Business Employment. No employee may directly or indirectly maintain or engage in any outside business, financial or employment actively which conflicts with the interests of the Township or which interferes with his ability to discharge his Township duties fully or which impairs the employee’s ability to satisfactorily perform his assigned duties. It shall be permissible for employees to engage in off-duty employment which is consistent with the standards of the Township upon prior notice and permission of the Department Head, said permission not to be unreasonably withheld.
32.4 **Physical / Mental Tests and Examinations.** The Township may, in its discretion that employees submit to physical and mental tests and examinations considered to be of value to the Township in maintaining a capable workforce, employee health and safety, etc., provided, however, that the Township will pay the cost of such tests and examinations.

32.5 **Doctor Authorization for Absences.** The Township may, as its discretion, require that employees provide specific and detailed medical data from the employee’s doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive work days.

32.6 **Loss or Theft of Personal Property.** The Township will not be responsible for the loss or theft of an employee’s personal property which is brought to work. This Section will not apply in the event that the Township specifically requests in writing that an employee (other than a mechanic) bring work tools to work, however, it is understood that this provision shall not apply to individuals employed as mechanics.

32.7 **Relatives Disqualified from Employment.** The following relatives of any employee of the Township are disqualified from holding employment with the Township of West Bloomfield: Child, Grandchild, Parent, Grandparent, Brother, Sister, Half-Brother or Half-Sister, all relationships shall include those arising out of adoption or marriage. This provision will not apply in the event the relationship arises when both persons are employees or elected officials of the Township; provided that, the Township may transfer one or both employees to a different department and/or classification than the one held at the time the relations arose.

32.8 **Court-Ordered EDRO/QDRO.** In the event the Township incurs actuarial and/or legal fees in the processing, calculation of benefits and/or compliance with a Court-ordered domestic relations order or an Eligible Domestic Relations Order (EDRO), the involved employee shall be responsible for pre-payment of such actual fees incurred by the
Township. Such repayment may be allowed through payroll deduction under such terms as are acceptable to the Township.

32.9 **Calculation of EDRO or QDRO.** Employees who request or by court-order require the Township to calculate an Eligible Domestic Relations Order (EDRO), or a Qualified Domestic Relations Order (QDRO), will be required to reimburse the Township for its incurred cost upon receipt of the calculations.

32.10 **Payment of Mileage Allowance.** In the event an employee drives his own vehicle at the direction of the Township for work-related activities, he will be paid the current mileage allowance. To be eligible for such payment the employee must submit to the Township each day, in form acceptable to the Township, a report explaining the mileage for which payment is claimed on that work day.

32.11 **Employee Change of Address / Phone Number / Status.** It shall be responsibility of each employee to notify the Township of any change of address, telephone number, and marital status and/or dependents. The employee’s address and telephone number as it appears on The Township’s records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employees.

32.12 **Demotion, Suspension or Transfer of Employee.** The Township, in its discretion, may demote, suspend or transfer an employee and/or require an employee to take an involuntary sick or health leave of absence, under Article 23 - Leaves of Absence, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the Township. The employment of the employee will be terminated at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section.
32.13 Inclement Weather/Emergency Conditions Policy.
   A. The Township Offices shall remain open and available for business at all hours of
      scheduled times.
   B. In inclement weather employees will be expected to show up for duty.
   C. Employees who are unable or unwilling to attend work in circumstances of
      hazardous driving may, at their discretion without concern of any disciplinary
      action for non-attendance, change their absence to sick, vacation or personal time.
   D. Work for non-emergency/non-vital workers will be canceled only in the case that
      the Governor, Michigan State Police, or the West Bloomfield Police Department
      official declares an emergency that bars (not just recommends) all non-essential
      vehicles to be off the roads.

32.14 Personnel Records. Contents of an employee’s personnel file shall be treated in
   accordance with Act No. 397 of the Public Acts of 1978.

32.15 Separability and Savings Clause. In any Article or Section of this Agreement, or any
   Appendix thereto shall be held invalid by operation of law or by any tribunal of
   competent jurisdiction, or of compliance with the enforcement of any Article or Section
   shall be restrained by such tribunal pending a final determination as to its validity, the
   remainder of this Agreement, and Appendix thereto, shall not be affected thereby. The
   parties shall enter into immediate collective bargaining for the purpose of arriving at a
   mutually satisfactory replacement for such Article or Section.

32.16 Subcontracting: The Township reserves the sole right to contract out or subcontract any
   work, operations, processes, or services. The Township agrees that:
   a) if the specific work regularly performed by full-time seniority employees as of
      the effective date of this agreement is to be subcontracted or contracted out
      from the bargaining unit;
   b) and such subcontracting/contracting would clearly and directly cause the
      permanent and complete layoff of full-time seniority employees who were in
      the bargaining unit on the effective date of this agreement;
c) the Township shall notify the Union prior to letting the contract;
d) and, if requested by the Union within five (5) days of the notice, the Township will meet within ten (10) working days from the receipt of the request to negotiate the effects of such matters.

32.17 **Working Field Supervisor's**: Are excluded from the bargaining unit. If a bargaining unit member is selected to become a Field Supervisor, for a period of six months after becoming a Field Supervisor, shall retain their bargaining unit seniority, and he/she may return to the bargaining unit for any reason during that time with a 24-hour notice to the Township and Union providing seniority permitting. The Field Supervisor shall be permitted to perform bargaining unit work on a limited basis during regular working hours. Working Field Supervisor may drive equipment to and from the job site if they possess the proper CDL qualifications. Working Field Supervisor shall not be used to displace Union employees except in cases of emergency or if Union employees are not available to perform the work.

32.18 **Travel and Cleanup Time**: When employees are leaving / returning from the job site for lunch it is expected travel time total for both to and from may be no longer then thirty minutes unless the employee is already at the department garage.
ARTICLE 33

SCOPE OF AGREEMENT

33.1 Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

33.2 Inclusion of All Agreement. This Contract includes each and every agreement entered into between the Township and the Union with respect to those subjects for which the Union is authorized to act as representative of the bargaining unit. Matters not specifically included within the Contract shall be governed by the provisions of the West Bloomfield Township Personnel Policies.

33.3 Right of Township to Direct Work of Employees. Nothing herein contained shall be held to restrict or impair the right of the Township, as employer, to direct the work of its employees and the established reasonable rules and regulations relating to the performance of that work, as they may be amended from time to time, where rules and regulations are not inconsistent with the terms of this Agreement. The right to hire, promote, discharge or discipline and to maintain discipline and efficiency of employees, is the sole responsibility of the employer except the Union members shall not be
discriminated against as such. The work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the employer.

33.4 **Contract Not in Conflict with Employment Laws.** Nothing in this Contract shall be held to conflict with the laws of the United States and the State of Michigan relating to veterans preferences, wage and hour laws, workers’ compensation or other similar laws, it is not being intended hereunder to limit the rights of employees afforded by such laws in any way.

33.5 **Invalid Article or Section of Agreement.** If any Article or Section of this Agreement, or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, shall not be affected thereby. The parties shall enter into immediate collective bargaining for the purpose of arriving at mutually satisfactory replacement of such Article or Section.

33.6 **Right of Township to Provide Services / Utilize Volunteers.** Nothing in this Agreement shall be construed as limiting or restricting the Township’s continued right to determine the manner in which it provides services to the community. The Township will have the continued right to utilize volunteers, other Township employees and supervisors to perform “unit work” when determined appropriate by the Township. The Township shall also have the continued right to subcontract work as it determines appropriate provided that, if such subcontracting causes layoff or unit employees, the Township will notify the Union and negotiate the effects of such layoffs.
ARTICLE 34

DISCIPLINE

34.1 **Probationary Employees.** Probationary employees are at-will and may be terminated for any reason. Probationary employees do not have access to the Grievance Procedure.

34.2 **Types of Disciplinary Action.** The failure of a seniority employee to follow the Township’s rules and regulations will result in disciplinary action, which may include: verbal or written warnings, reprimands, suspensions, demotions, or discharge. The disciplinary action to be imposed will be determined by the Township. In general, the Township may use graduated penalties, however, depending upon the circumstances, disciplinary action may be initiated at any step. The termination of a seniority employee will be based upon appropriate cause. Seniority employees will have access to the Grievance Procedure which shall be the sole and exclusive means of review.

34.3 **Action for Prohibited Conduct.** The following is a general statement of prohibited conduct. It is not all inclusive. The Township reserves the right to take the action it deems appropriate in the circumstances as set forth above, but shall not be limited to, the following: inefficiency; inability to perform assigned duties; absenteeism; excessive tardiness; insubordination; refusal to carry out work assignments; negligence in the performance of duties; dishonesty; theft; abuse of Township property; fighting; unexcused absence from work; falsification of application, report or records; possession, use of intoxication from alcohol or drugs on Township-owned premises or during working hours; conviction of any criminal offense; abuse of leave time; discourteous treatment of the public or other Township employees, supervisor or officials; neglect of duty; work performance unsatisfactory to the Township; malfeasance or misfeasance of duty; failure to notify Department Head of anticipated absenteeism prior to the scheduled work day; failure to observe work rules, including rules in regard to dress and appearance; violation of Township Ordinance or a Department’s policies and /or procedures; or any other conduct considered inappropriate for a Township employee.
34.4 Action for Unauthorized Release of Information. Employees are expected to recognize the importance of the protection of information concerning the operation of the Township. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee, or any unauthorized person, shall be regarded as breach of confidence, and as grounds for disciplinary action.
ARTICLE 35
MAINTENANCE OF CONDITIONS

35.1 Agreement Supersedes Provisions in Conflict. The Township shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Department which are in conflict with the provisions of this Agreement.
ARTICLE 36

TERMINATION

36.1 Effective Dates of Agreement. This Agreement shall be effective as the 1st day of January, 2018 and shall remain in full force and effect until the 31st day of December, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later then ninety (90) calendar days prior to the anniversary date that it desires to modify this Agreement, or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later then thirty (30) calendar days prior to the anniversary date unless otherwise mutually agreed; this Agreement shall remain in full force and be effective during the period of negotiations unless and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

36.2 Termination of Agreement. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) work days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of May, 2018.

FOR THE TPOAM

Devin Harris

Michael Brown

FOR THE TOWNSHIP OF WEST BLOOMFIELD

Steven Kaplan, Supervisor

Deborah Binder, Clerk

Date: 5/21/18

Date: 05-21-18

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**CHARTER TOWNSHIP OF WEST BLOOMFIELD**

**Community Blue PPO**

Coverage Period: Beginning on or after 01/01/2018

Coverage for: Individual/Family

Plan Type: PPO

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

⚠️ **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bcbsm.com](http://www.bcbsm.com) or by calling the number on the back of your BCBSM ID card.

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<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this Matters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is the overall deductible?</strong></td>
<td>In-Network: $250 Individual/ $500 Family</td>
<td>You must pay all the costs up to the <strong>deductible</strong> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <strong>deductible</strong> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <strong>deductible</strong>.</td>
</tr>
<tr>
<td></td>
<td>Out-of-Network: $500 Individual/ $1,000 Family</td>
<td></td>
</tr>
<tr>
<td><strong>Are there other deductibles for specific services?</strong></td>
<td>No.</td>
<td>You don’t have to meet <strong>deductibles</strong> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.</td>
</tr>
<tr>
<td><strong>Is there an out-of-pocket limit on my expenses?</strong> (May include a co-insurance maximum)</td>
<td>In-Network: $6,600 Individual/ $13,200 Family</td>
<td>The <strong>out-of-pocket limit</strong> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td></td>
<td>Out-of-Network: $13,200 Individual/ $26,400 Family</td>
<td></td>
</tr>
<tr>
<td><strong>What is not included in the out-of-pocket limit?</strong></td>
<td>Premiums, balance-billed charges, any pharmacy penalty and health care this plan doesn’t cover.</td>
<td>Even though you pay these expenses, they don’t count toward the <strong>out-of-pocket limit</strong>.</td>
</tr>
<tr>
<td><strong>Is there an overall annual limit on what the plan pays?</strong></td>
<td>No.</td>
<td>The chart starting on page 2 describes any limits on what the plan will pay for <strong>specific</strong> covered services, such as office visits.</td>
</tr>
<tr>
<td><strong>Does this plan use a network of providers?</strong></td>
<td>Yes. For a list of in-network providers, see <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card.</td>
<td>If you use an in-network doctor or other health care <strong>provider</strong>, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <strong>provider</strong> for some services. Plans use the term in-network, <strong>preferred</strong>, or participating for <strong>providers</strong> in their <strong>network</strong>. See the chart starting on page 2 for how this plan pays different kinds of <strong>providers</strong>.</td>
</tr>
<tr>
<td><strong>Do I need a referral to see a specialist?</strong></td>
<td>No.</td>
<td>You can see the <strong>specialist</strong> you choose without permission from this plan.</td>
</tr>
<tr>
<td><strong>Are there services this plan doesn’t cover?</strong></td>
<td>Yes.</td>
<td>Some of the services this plan doesn’t cover are listed on page 5. See your policy or plan document for additional information about <strong>excluded services</strong>.</td>
</tr>
</tbody>
</table>

Group Number 007002791-0002, 0003, 0004, 0005

Questions: Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren’t clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebia/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebia/pdf/SBCUniformGlossary.pdf) or call the number on the back of your BCBSM ID card to request a copy.

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SBC000001582941 1 of 8
- **Co-payments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan’s **allowed amount** for an overnight hospital stay is $1,000, your **co-insurance** payment of 20% would be $200. This may change if you haven’t met your deductible.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, co-payments and co-insurance amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use a</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td><strong>If you visit a health care provider's office or clinic</strong></td>
<td>Primary care visit to treat an injury or illness</td>
<td>$30 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$30 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>$20 co-pay for chiropractic and osteopathic manipulative therapy</td>
<td>40% co-insurance after deductible for chiropractic and osteopathic manipulative therapy</td>
</tr>
<tr>
<td></td>
<td>Preventive care/ screening/immunization</td>
<td>No Charge</td>
<td>Not Covered</td>
</tr>
<tr>
<td><strong>If you have a test</strong></td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td><strong>If you need drugs to treat your illness or condition</strong> Some plans may have a separate out of pocket maximum for prescription drug coverage, for more information please contact your plan administrator</td>
<td>Generic or select prescribed over-the-counter drugs</td>
<td>$10 through CVS/Caremark</td>
<td>$10 through CVS/Caremark</td>
</tr>
<tr>
<td></td>
<td>Preferred brand-name drugs</td>
<td>$40 through CVS/Caremark</td>
<td>$40 through CVS/Caremark</td>
</tr>
<tr>
<td></td>
<td>Nonpreferred brand-name drugs</td>
<td>$80 through CVS/Caremark</td>
<td>$80 through CVS/Caremark</td>
</tr>
<tr>
<td><strong>If you have outpatient surgery</strong></td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room services</td>
<td>$250 co-pay</td>
<td>$250 co-pay</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>20% co-insurance after deductible</td>
<td>after deductible 20% co-insurance</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>$30 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fee</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health outpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Mental/Behavioral health inpatient services</td>
<td>after deductible 20% co-insurance</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder outpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder inpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>No Charge</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Delivery and all inpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your cost if you use a</td>
<td>Limitations &amp; Exceptions</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>Habilitation services</td>
<td>20% co-insurance after deductible for Applied Behavioral Analysis; 20% co-insurance after deductible for Physical, Speech and Occupational Therapy</td>
<td>20% co-insurance after deductible for Applied Behavioral Analysis; 40% co-insurance after deductible for Physical, Speech and Occupational Therapy</td>
<td>Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified analyst - is covered through age 18, subject to preauthorization.</td>
</tr>
<tr>
<td>Skilled nursing care</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
<td>Limited to a maximum of 120 days per member per calendar year.</td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
<td>---none---</td>
</tr>
<tr>
<td>Hospice service</td>
<td>No Charge</td>
<td>No Charge</td>
<td>---none---</td>
</tr>
<tr>
<td>Eye exam</td>
<td>25% after $5 copay through ADN</td>
<td>25% after $5 copay through ADN</td>
<td>Coverage is not limited to only children and is also available to adults. Maximum payment by ADN is $60. Coverage every 24 months.</td>
</tr>
<tr>
<td>Glasses</td>
<td>No Charge, through ADN, up: $50 Single Vision Lens $80 Bifocal Lens $90 Trifocal Lens $100 Lenses</td>
<td>No Charge, through ADN, up: $50 Single Vision Lens $80 Bifocal Lens $90 Trifocal Lens $100 Lenses</td>
<td>Coverage is not limited to only children and is also available to adults. Coverage every 24 months.</td>
</tr>
<tr>
<td>Dental check-up</td>
<td>No Charge through ADN</td>
<td>No Charge through ADN</td>
<td>Coverage is not limited to only children and is also available to adults. Once per 6 months.</td>
</tr>
</tbody>
</table>

If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator.
**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** *(This isn't a complete list. Check your policy or plan document for other excluded services.)*

<table>
<thead>
<tr>
<th>- Acupuncture</th>
<th>- Hearing aids</th>
<th>- Routine eye care (Adult)</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Cosmetic surgery</td>
<td>- Infertility treatment</td>
<td>- Routine foot care</td>
</tr>
<tr>
<td>- Dental care (Adult)</td>
<td>- Long-term care</td>
<td>- Weight loss programs</td>
</tr>
</tbody>
</table>

**Other Covered Services** *(This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)*

| - Bariatric surgery     | - Coverage provided outside the United States. See [http://provider.bcbs.com](http://provider.bcbs.com) |
| - Chiropractic Care     | - If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, co-payments, or co-insurance, or benefits not otherwise covered |
|                         | - Non-Emergency care when traveling outside the U.S. |
|                         | - Private Duty Nursing  |
Your Rights to Continue Coverage:
If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at the number on the back of your BCBSM ID card. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card. Or, you can contact Michigan Office of Financial and Insurance Regulation at www.michigan.gov/ofir or 1-877-999-6442. For group health coverage subject to ERISA, you may also contact Employee Benefits Security Administration at 1-866-444-EBSA (3272).

Does this Coverage Provide Minimum Essential Coverage?
The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?
The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

Language Access Services
For assistance in a language below please call the number on the back of your BCBSM ID card.
SPANISH (Español): Para ayuda en español, llame al número de servicio al cliente que se encuentra en este aviso ó en el reverso de su tarjeta de identificación.
TAGALOG (Tagalog): Para sa tulong sa wikang Tagalog, mangyaring tumawag sa numero ng serbisyo sa mamimili na nakalagay sa likod ng iyong pagkakakilanlan kard o sa paunawang ito.
CHINESE (中文): 要获取中文帮助，请致电您的身份识别卡背面或本通知提供的客户服务号码。
NAVAJO (Dine): Taa’dineji’keego shii’kaa’ahool’wool ninizin’goo, beesh behane’e naa’l’tsoos bikii sin’dahiiigii binii’deehgo eeh’doodago di’naaltsoo bikaiigii bichi’hoodiiinii.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.
About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don’t use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Please note: Coverage examples are calculated based on individual coverage and calculations may not include a coinsurance maximum.
Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don’t include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren’t specific to a particular geographic area or health plan.
- The patient’s condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn’t covered or payment is limited.

Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor’s advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can’t use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you’ll find the same Coverage Examples. When you compare plans, check the “Patient Pays” box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you’ll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren’t clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call the number on the back of your BCBSM ID card to request a copy.