

AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF BUENA VISTA

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

JULY 1, 2016 THROUGH JUNE 30, 2019

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ARTICLE I. RECOGNITION

SECTION 1: Buena Vista Charter Township (the employer) does hereby recognize Service Employees International Union, Local 517-M as the exclusive collective bargaining representative in respect to rates of pay, wages, hours of work, and other terms and conditions of employment for those employees employed in the following bargaining unit:

ALL FULL-TIME AND REGULAR SCHEDULED
PART-TIME EMPLOYEES OF BUENA VISTA
TOWNSHIP; excluding all Police Officers, Firefighters,
Elected Officials, Department Heads, Deputy Clerk,
Deputy Treasurer, Temporary and Seasonal Employees.

SECTION 2: **Definition of Seasonal Employees:** For purposes of this agreement, a seasonal employee shall be defined as an employee who is hired for a fixed duration of time to address increased work loads due to seasonal demands. Such employment shall be limited to a nine (9) month period. Upon mutual agreement between the Union and the Township, this time limit may be extended.

SECTION 3: **Definition of Temporary Employees:** For purposes of this agreement, a temporary employee shall be defined as an employee, including employees hired through an employment agency, who is hired for a fixed duration of time to address special circumstances, including, but not limited to, filling in for employees on leaves of absence, special projects and fluctuations in work schedules. Such employment shall be limited to a nine (9) month period. Upon mutual agreement between the Union and the Township, this time limit may be extended.

SECTION 4: **Regularly Scheduled Part-Time Employees:** Excluding seasonal and Community Center employees covered under Article 31, the Township shall not employ more than five (5) part-time employees at any one time. Regular part-time employees hired after February 15, 1999, who are regularly scheduled to work less than twenty (20) hours per week, shall not receive any economic benefits, other than wages. Part-time employees hired after February 15, 1999, who are regularly scheduled to work twenty (20) hours or more per week, shall receive prorated economic benefits, except they shall receive their full wage rate.

SECTION 5: **Power of Emergency Financial Manager:** As required by Public Act 9 of the Public Acts of 2011 and unless otherwise repealed or modified by the legislature, an emergency financial manager appointed pursuant to and in accordance with the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE II. PURPOSE

It is the purpose and intent of the Union and the employer in entering into this collective bargaining agreement to set forth their entire agreement on rates of pay, hours of work and other terms and conditions of employment so as to promote orderly and peaceful relations between Buena Vista Charter Township and its employees.

This Agreement represents the Parties complete agreement in respect to rates of pay, hours of work and other terms and conditions of employment. Any matters, subjects or practices not specifically set forth and described herein have been satisfactory adjusted, compromised or waived.

ARTICLE III. DUES CHECK-OFF

SECTION 1: During the term of this Agreement, bargaining unit employees may tender their individual monthly Union membership dues by voluntarily utilizing the direct payroll deduction method discussed below, or by paying them directly to the Union.

SECTION 2: Upon receipt of a completed and properly executed Authorization for Dues Check-Off Form, the Employer agrees to deduct and withhold one months membership dues, assessments, or service charge from the earnings of each employee during the first payroll period of each month. The authorization shall become effective the calendar month following the month in which it is received at the Employer's Business Office. The prevailing amount of monthly Union membership dues, assessments, or service charges shall be certified to the Employer in writing by the Service Employees International Union, Local 517-M whenever there is a change in the amount to be withheld.

SECTION 3: Direct payroll deduction under this Agreement shall not be made where the employee's earnings are not sufficient to cover the entire amount of the membership dues, assessments, or service charges after the Employer has made the appropriate deductions for Federal Social Security (F.I.C.A.), Federal Income Tax, State Income Tax, or any other deductions required by law.

SECTION 4: The written Authorization for Dues Check-Off shall remain in full force and effect unless and until it is terminated by the employee in a signed writing submitted to the Union and the Township.

SECTION 5: Those monies deducted or collected by the Employer, under this Agreement, shall be tendered to the Union within thirty (30) days after the deductions are made. Each such payment shall be accompanied by a list of employees from whom the relevant deductions were made. The Union shall have no legal rights or interest whatsoever in any monies withheld under this provision until such money is actually paid over to it. The Employer, its employees and agents, shall not be liable for any reasonable delay in carrying out said deductions and upon forwarding the monies to the Union's last known business office address, the Employer shall be released from any and all liability to the individual employee and the Union.

SECTION 6: The Union hereby expressly agrees to indemnify and hold the Employer harmless from any liability, claims, lawsuits, judgments, costs, and expenses of any kind whatsoever resulting from the Employer's compliance with this dues check-off provision.

SECTION 7: During the term of this agreement, the Employer will honor written authorizations signed by employees for their deduction and payment of dues,

initiation fees, special assessments, representation fees, and voluntary Committee On Political Education (C.O.P.E.) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorization shall be in a form consistent with the federal law and this Agreement, and shall be in accordance with their standard from submitted to the Employer by the Union.

ARTICLE IV. NO STRIKE OR WORK INTERRUPTION

SECTION 1: The Union agrees that it will take all reasonable and necessary steps to ensure that those employees covered by this Agreement, both individually and collectively, perform all of their designated job duties and responsibilities and otherwise render loyal and efficient service to the best of their abilities.

SECTION 2: During the term of this Agreement, it is understood and agreed that the Union will not cause, permit or authorize its members to strike, sit-down or engage in any similar form of work stoppage or interruption whatsoever, nor shall those employees covered by this Agreement participate in any form of concerted failure to report for duty or otherwise absent themselves from work.

It is understood that participation or involvement in such a work stoppage, slow-down or interruption shall be considered just cause for discipline, including discharge. Any such disciplinary action will not be subject to review under the grievance procedure provided herein.

However, where the Employer has disciplined an employee for participating in an unauthorized work stoppage, slow-down or interruption and the affected employee claims that they did not so participate, the issue of their involvement may be submitted as a grievance. Only the question of participation, or non-participation in the work stoppage can be determined by arbitration. The arbitrator's decision shall be limited to the single issue of whether the relevant employee(s) did or did not participate in a work stoppage, slow-down or interruption and shall not discuss or consider any other issue or matter whatsoever.

ARTICLE V. MANAGEMENT RIGHTS

SECTION 1: It is understood and agreed that except as specifically relinquished herein, Management retains all the rights, powers and authority it has prior to exception of this Agreement. Further, all rights to manage, direct and supervise operations of Buena Vista Township and its employees are vested solely and exclusively in the Employer.

Without limiting the generality of the above statement, Management retains the right: (a) to manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement 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, assign and layoff employees, to reduce the work week or the workday or effect reductions in hours worked by combined layoffs and reductions in workweek or workday; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods, and clean up times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise, and enforce working rules and carry out cost and general improvement programs, (n) to transfer, promote, and demote employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work. It is further agreed that this detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

SECTION 2: **WAIVER CLAUSE.** This Agreement represents the Parties complete agreement in respect to rates of pay, wages, hours of employment or other terms and conditions of employment which shall prevail during the terms hereof and any matters, subjects or past practices not covered herein have been satisfactory adjusted compromised, or waived.

ARTICLE VI. DISCIPLINE AND DISCHARGE

Both the Union and Management prescribe to progressive discipline and the principles of just cause. The parties agree that an employee shall not be suspended from work for a minor offense without first having received at least one written reprimand during the preceding one year period. Management retains the right to suspend or discharge an employee for a major offense, without first resorting to progressive discipline. Both parties agree that the following examples of specific misconduct are representative of the types of misconduct, which shall be considered major offenses within the meaning of this Agreement. These types of misconduct shall also constitute just cause for disciplinary action including discharge.

Examples of Major Misconduct:

1. Willfully falsifying employment applications, personnel records or other Township records or documents.
2. Theft or misappropriation of Township property or property belonging to other employees, visitors or individuals.
3. Disclosure of confidential or privileged information obtained during the course of employment.

4. Possessing or using illegal drugs or illegal narcotics during work-time or on Township property.
5. Possessing or using alcoholic beverages during work-time or on Township property.
6. Possessing explosives, firearms or weapons during work-time or attempting to bring either onto Township property.
7. Gambling and the sale of lottery tickets or chances during work-time or on Township property.
8. Reporting to work in an unfit condition as a result of over imbibing alcoholic beverages.
9. Disorderly conduct during work-time or on Township property, such as fighting, insulting or abusing another individual.
10. Failure or refusal to take reasonable direction from a designated supervisor.
11. Excessive or unexcused absenteeism.
12. Deliberate dereliction of duty.
13. Use of racial, ethnic or sexual slurs.

DISCIPLINARY RECORDS

Records of all disciplinary actions shall be maintained as follows:

Warnings shall be issued in writing and shall contain the date, brief description of the violation, and the signatures of the individual issuing the warning and the employee. All warnings issued shall remain in effect for a period of 12 months unless the employee receives more than one warning for the same or similar violation, in which case all such reports shall remain in effect for a period of 12 months from the date of issue of the last warning.

All disciplinary action shall be issued in writing with copies going to the employee and the Union. Letters of reprimand and suspension shall remain in effect for a period of 18 months unless the employee commits a similar offense, in which case all such similar actions shall remain in effect for a period of 18 months from the date of the last issuance. However, letters, demotions and suspensions shall be subject to review by the Township upon request of the Union after a period of 12 months.

All discipline of Township employees shall be issued within thirty (30) days of the date of the incident. The parties may mutually agree to extend the time up to no more than forty-five (45) days of the incident.

ARTICLE VII. UNION STEWARDS

The Union shall elect from among the bargaining unit, one Union Steward to represent those employees employed in the Township Office, one Union Steward to represent those employees employed in the Waste Water Treatment Plant, one Union Steward to represent those employees employed in both the Department of Public Works and Water Department, and one Union

Steward to represent those employees employed at the Community Center. There shall also be one alternate steward elected to function in the absence of any of the stewards. The Union shall advise the Employer in writing of the names of any such Union Stewards or alternate.

Union Stewards and Union Executive Board members must obtain advance permission from their immediate supervisor before leaving their jobs to investigate and adjust grievances, and such permission shall not be unreasonably withheld.

The employees of the bargaining unit shall be represented by a Bargaining committee composed of no more than three (3) employees (Committee persons) who shall be appointed by the Union or shall be elected in any manner determined by the employees. The Bargaining committee will be employees of the Township whose chief responsibility as Committee persons shall be to represent bargaining unit employees in negotiations. The Union will notify the Township as to who are the employees on the bargaining committee. Only employees with a minimum of one (1) year of continuous service are eligible for the Bargaining Committee.

ARTICLE VIII. GRIEVANCE PROCEDURE

SECTION 1: PURPOSE. The purpose of the grievance procedure is to provide the individual employee, the Union and the Employer with a formal and orderly procedure for resolving their disputes and disagreements. It is mutually agreed that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided, only.

SECTION 2: DEFINITION OF GRIEVANCE. The term "grievance" as used in this Agreement shall be limited to a complaint, dispute or request, which involves the interpretation, application, or compliance with the provisions of this Agreement.

SECTION 3: PROBATIONARY EMPLOYEES HAVE NO ACCESS TO GRIEVANCE PROCEDURE. A probationary employee may be discharged or laid off at any time with or without cause and their termination shall not be subject to the grievance procedure.

SECTION 4: DISCIPLINARY ACTION NOT SUBJECT TO GRIEVANCE PROCEDURE. The Employer shall have sole discretion as to the disciplinary action to be taken against participants in unauthorized or illegal strikes, work stoppage, slow-downs and walkouts, and such disciplinary action shall not be the subject of a grievance, except as provided in the No Strike or Work Stoppage provision of this Agreement.

SECTION 5: UNION REPRESENTATIVE MAY NOT SOLICIT GRIEVANCES. No Union Representative may solicit grievances but may receive, discuss and handle grievances on the Employer's premises during working hours, except where any such activities unreasonably interfere with their work.

SECTION 6: PRESENTING A GRIEVANCE. A grievance of an employee or a joint grievance of any group of employees shall be presented to the Employer in the following manner:

STEP ONE: ORAL GRIEVANCE.

- A. Any employee having a grievance or one member of a group having a grievance may take the grievance up orally with the employee's immediate supervisor. The employee may have a Union Representative appear with them and participate in the oral discussion.

STEP TWO: WRITTEN GRIEVANCE.

- A. If the grievance is not resolved in Step One and the employee having the grievance wishes to pursue it further, the grievance must be reduced to writing and delivered to the relevant employee's Department Head or their designated representative within seven (7) working days of the complained incident or occurrence. For purposes of computing this seven (7) day period, the day of the complaint of incident or occurrence is not counted. For purposes of this grievance procedure, the language "working day" means Monday through Friday, excluding holidays, Saturday and Sunday.
- B. All grievances shall be in writing on a standard form, mutually agreed to by both the Employer and the Union. The Union shall state clearly and concisely all known facts, which are the basis for the grievance, and it shall specify those articles or provisions of this Agreement it claims have been violated. The grievance shall be dated and signed by the aggrieved employee or employees.
- C. Any grievance not reduced to writing and presented to the relevant Department Head or their designated representative within seven (7) working days of the complaint of incident or occurrence shall not be considered as valid. For purposes of computing this seven (7) day period, the day of the complaint of incident or occurrence is not counted.
- D. The Department Head or their designated representative shall meet with the Grievant and Union Representative within seven (7) working days of the receipt of the written grievance to discuss the grievance. For the purpose of computing this seven (7) day period, the day the written grievance is received by the Department head or their designated representative shall not be counted.
- E. The Department Head or their designated representative shall respond to the written grievance in writing within seven (7) working days of the meeting with the Grievant and the Union Representative. For the purpose of computing this seven (7) day period, the day of the meeting is not counted.

STEP THREE:

- A. If the grievance is not satisfactorily resolved in Step Two and the Union wishes to pursue it further, the written grievance or appeal of the Department Head's decision must be delivered to the Township Manager or their designated representative within ten (10) working days of the date the Step Two written decision is received by the Union Representative.

- B. If the written appeal of the Employer's Step Two decision is not filed within the relevant ten (10) working day period, the grievance will be considered settled on the basis of the Step Two decision.
- C. The Township Manager or their designated representative shall attempt to resolve the matter within fifteen (15) working days after the Step Two written grievance/appeal is received. During this fifteen (15) day period, the Township Manager or their designated representative and one other Employer Representative will meet with no more than two Union Representatives and the Grievant for the purpose of attempting to resolve the grievance.
- D. The Township Manager or their designated representative shall respond to the grievance in writing within ten (10) working days after the meeting with the Grievant and Union Representative.

STEP FOUR: GRIEVANCE ARBITRATION.

- A. If the grievance is not satisfactorily resolved at Step Three and the Union wishes to pursue it further, the Union shall inform the Township Manager, in writing, of its intent to proceed to arbitration, within thirty (30) calendar days of the receipt of the Step Three decision. If the written notice of intent is not filed within the relevant thirty (30) day period, the grievance will be considered settled on the basis of the Step Three decision.
- B. Following the timely notice of its intent to proceed to arbitration, the Union may submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its voluntary Labor Arbitration Rules. The grievance must be submitted to arbitration within thirty (30) calendar days of the Step Three decision. If the Union fails to submit the grievance it will be considered settled on the basis of the Step Three decision.
- C.
 - 1. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the employee or employees involved, provided that the Arbitrator shall not have the right to alter, amend, and to, subtract from, or eliminate any of the terms and provisions of this Agreement.
 - 2. The Arbitrator shall confine their decision to a determination of the facts and interpretation and application of this Agreement. The Arbitrator shall not consider any past practices, or anything else, other than the written terms and conditions of this Agreement.
 - 3. The Arbitrator shall have no power to pay for time not actually worked because of strikes or to establish a new wage rate, or to change the existing wage rate structure, or to establish a new job, or to change existing job content, or to establish or decide any matter pertaining to work methods or standards.
 - 4. If the Arbitrator awards back pay, the amount so awarded shall be less any unemployment compensation received and/or other wages and

compensation the employee received, during the relevant back pay period, which the employee would not have received, had the employee been suspended or discharged.

D. 1. If the Employer claims before the Arbitrator that a particular grievance fails to meet the tests of arbitrability contained in this Agreement, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether to hear the case on its merits at the same hearing in which the jurisdictional question is presented.

2. In any case where the Arbitrator determines that such grievance failed to meet said tests of arbitrability as set forth in this Agreement, the Arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.

E. 1. The expenses, wages and other compensation of any witnesses called before the Arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs, and data to be presented to the Arbitrator, shall be borne separately by the respective parties.

2. The Arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript, shall be borne by the losing side of the arbitration. The Arbitrator will be requested to specify who is the loser.

SECTION 7: ACCELERATED GRIEVANCE PROCEDURE. Any grievance bearing on the interest of a number of employees shall be reduced to writing on the grievance form and may be introduced at Step Two of the Grievance procedure.

SECTION 8: TIME LIMITS. The time limits for initiating a grievance as well as those for processing a grievance from one step to another may be extended by the mutual written agreement of the parties. Any such agreement must be in writing and signed by both parties. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

ARTICLE IX. OVERTIME

Employees shall receive time and one-half pay for all hours worked in excess of forty (40) hours per weekly period. Holidays and vacation time shall count as time worked when computing the overtime benefit. Employees shall receive double time for all hours actually worked on a Sunday if the employee actually works all scheduled hours within the same workweek. Holidays and vacation time shall count as time worked. No Sunday double tie is to be paid where the hours worked on a Sunday are a part of the employee's regularly scheduled shift of workweek.

ARTICLE X. WORK HOURS/CALL IN/STAND-BY DUTY

SECTION 1: The workweek shall be forth (40) hours. Employees required to do standby duty shall be accredited with four (4) hours of compensatory time for each twenty four (24) hour day they are on stand-by duty or shall be paid \$100 per week and an additional \$50 for holidays that fall in the same week for the time period described above. The employee shall have the option of pay or compensatory time. Immediately following the stand-by duty period, the employee shall report to the appropriate payroll personnel in they are choosing compensatory time or pay. Stand-by is defined as any time the employee is expected to maintain telephone or radio contact with the employer. Employees on stand-by may be called for work if needed.

SECTION 2: CALL IN TIME. Any Employee who is called on an emergency call outside of his/her regular working hours shall be compensated for the time spent in transportation between the job and his/her home. Such compensation shall consist of one (1) hour added to the elapsed worked time for emergency service as recorded. Such hour shall be compensated at the overtime rate of time and one-half and shall include the time spent in bringing a motor vehicle from and to the appropriate or designated storage area, provided that:

No compensation shall be allowed for transportation time when the total elapsed time for the emergency amounts to eight hours or more;

No compensation shall be allowed for transportation time when the emergency working time is continuous with a regular working day or part thereof;

No compensation shall be allowed for transportation time when the employee is on a regular overtime assignment such as the regularly scheduled Saturday or Sunday worked;

Any employee called in to work outside of his/her regular working hours shall be guaranteed a minimum of tow (2) hours work or pay in lieu of such work at the applicable overtime rate, in any, in addition to transportation provisions.

SECTION 3: WEEKEND SCHEDULING. At any time during this Agreement if any other bargaining unit member obtains any level of certification as established by the DEQ, the Township will within 30 days implement a rotating weekend schedule.

ARTICLE XI. SENIORITY

SECTION 1: DEFINITION OF SENIORITY. Seniority is defined as the employee's length of continuous service within the bargaining unit.

SECTION 2: PROBITIONARY PERIOD WITH NO SENIORITY STANDING. The first six (6) months of an employee's continuous service will be a probationary period, during which time the employee shall have not seniority standing and will be subject to transfer, demotion, layoff or discharge at the sole discretion of the Employer. The employee's termination during the probationary period is not subject to the grievance procedure.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and the employee's seniority will be back dated to the initial date of their employment.

SECTION 3: LOSS OF SENIORITY.

- A. SENIORITY ENDS IF WORKER DISCHARGED FOR CAUSE. It is understood that an employee will lose all seniority if he/she is discharged for cause.
- B. SENIORITY TERMINATES IF EMPLOYEE RESIGNS. Seniority shall terminate if the employee voluntarily resigns.
- C. SENIORITY LOST IF WORKER FAILS TO NOTIFY EMPLOYER OF ABSENCE. An employee who is absent for three consecutive working days without notifying the Employer of the reasons for such absence shall be considered a voluntary quit and shall lose all seniority rights.
- D. SENIORITY LOST IF WORKER FAILS TO REPORT WITHIN TEN (10) DAYS. An employee shall lose their seniority if he has been laid off and is recalled to work but fails to report for work within ten (10) working days from the date of the mailing of the recall notice. All such notices shall be by registered or certified mail and shall be sent to the employee's last known residential address.

To protect their seniority, it is the employee's responsibility to keep management informed of their current address and telephone number.

- E. SENIORITY BROKEN BY CONTINUOUS ABSENCE OF ONE YEAR. Seniority shall be broken as a result of continuous absence from work because of illness for twelve (12) consecutive calendar months.

SEE ARTICLE X, SECTION 3.

SECTION 4: MILITARY LEAVE. Seniority shall accumulate during a period of leave for military service, provided the employee files an application for reemployment within 90 calendar days from the date of discharge from military service, or within 60 days for those who enlisted in the Ready Reserve and served on active duty six months or less.

SECTION 5: LAYOFFS. An employees' seniority shall not continue to accumulate during layoff.

SECTION 6: LEAVE OF ABSENCE. An employee shall not accumulate seniority during the term of any leave of absence.

ARTICLE XII. LAYOFF AND RECALL

SECTION 1: The word "layoff" means a reduction in the work force for any reason. The Employer retains the right to determine staffing levels.

SECTION 2: NOTICE OF LAYOFF.

- A. The Employer agrees, insofar as is possible, to give the Union at least two weeks prior notice of any reduction in the work force affecting the bargaining unit and to meet with appropriate Union Representative to discuss the circumstances of the reduction. At said meeting the Employer shall provide the Union with a list of those employees scheduled for layoff, along with each employee's seniority date.
- B. In any layoff, the Employer shall also make every reasonable effort to give as much advance notice to each of the affected employees as practical

SECTION 3: LAYOFF CRITERION.

- A. The order of layoffs shall be as follows: (1) Temporary employees; (2) Probationary part-time employees; (3) Probationary full-time employees; (4) Part-time employees and (5) Full-time employees.
- B. In recognition of the responsibility of the Township Board of Trustees and Manager for the efficient operation of the Township, it is understood and agreed that in all cases of decreases in the workforce, the following three factors shall be considered.
 - 1. Seniority;
 - 2. Ability;
 - 3. Performance.

These factors, including seniority, are not listed in the order of their importance, but when the combination of these three factors is relatively equal, seniority shall be the determining factor. In all cases where seniority is based on the same hiring data creating a preference problem, the determination will be made by drawing numbers.

SECTION 4: DISPLACEMENT RIGHTS

- A. An employee has displacement rights only for purposes of layoff and recall.
- B. Displacement Rights shall be based on bargaining unit seniority provided the Senior employee possesses the present ability to do the work required.
- C. Employees may displace an employee in lower or lateral classification/pay ranges provided he/she has the ability to perform the duties of that classification. In no case shall an employee move into a classification, which is higher than the classification from which he/she is being laid off.
- D. The Township shall have the right to determine whether the employee who exercises this displacement right possesses the present ability to do the work required.
- E. Employees who exercise their seniority under this Section shall receive the rate of pay equal to their seniority, or less, but in no event greater than Step 2 of the pay scale.
- F. Employees may exercise only one (1) displacement in any twelve (12) month period.

- G. Employees who exercise their displacement rights and are determined by management to be unable to perform their new jobs shall be laid off without any further displacement rights. Such employees shall be given recall rights to the classification which they were initially laid off or to the classification which includes their job duties if the classification title is changed.
- H. Employees receiving a layoff notice shall within three (3) working days notify the Township in writing of his/her intent to exercise their right of displacement under this Section. An employee who fails to provide such written notice of intent to displaced a less senior employee shall forfeit his/her right of displacement. The notice shall also contain a list of no more than three (3) jobs/classifications, in order of preference, into which the employee wishes to exercise displacement.
- I. The Township reserves the rights to arrange displacements under this Section so as to cause the least displacement of other employees.
- J. The Township reserves the right to assign employees into vacant positions.

SECTION 5: RECALL

- A. No vacancy in a bargaining unit position shall be filled, except by recall, until all the lay-off employees have been recalled.
- B. Notice of recall shall be sent to the employee at their last known residential address by registered or certified mail. In any employee fails to report for work within ten (10) working days from the mailing of the notice they shall be considered to have voluntarily quit.
- C. An employee shall lose all rights of recall when they have been laid off for a continuous two year period.
- D. When recalled, the vacation adder and longevity shall be based on the employee's original date of hire, minus time spent on lay-off. Sick leave days which are left on the employee's record at the time of lay-off will be reinstated when the employee is recalled. Employees recalled within thirty (30) days after lay-off whose vacation time was paid off shall have the option of buying back any or all paid off vacation at the same rate of pay and all other benefits shall remain in effect and be reinstated at the time of recall. Repayment must be made by the employee within seven (7) days of the notice of recall.

ARTICLE XIII. POSTING AND BIDDING PROCEDURE

- A. Transfers and promotions to supervisory positions or positions outside the Bargaining Unit will be made at the sole discretion of the Employer. Such transfers and promotions are not governed or affected in any way by this Agreement.
- B. The Employer will post job openings in the Bargaining Unit on the Township bulletin board together with the job description and prerequisite qualifications for a minimum of fourteen (14) calendar days prior to accepting applications or considering candidates from outside the Bargaining Unit. Only employees covered by this Agreement may bid on the job opening during this period.

- C. During the fourteen (14) day period, any bargaining unit employee who wishes to be considered for the posted position must present their written and signed bid on forms, which will be available at the Township Office.
- D. Preference to the job opening shall be based on the following three (3) factors;
 - 1. Seniority;
 - 2. Ability; and
 - 3. Past performance.

These factors, including seniority, are not listed in the order of their importance, but when the combination of these three factors is relatively equal, seniority shall be the determining factor. In all cases where seniority is based on the same hiring date creating a preference problem, the determination will be made by drawing numbers.

- E. During the period that the job is posted and until the actual time of placement of an employee on the job, the Employee may fill the open job or have the work performed in any manner possible.
- F. All employees bidding on a job opening must be given an answer to their bid within fifteen (15) calendar days after the bid closing date.
- G. The successful bidder or employee who receives the posted position shall occupy the position on a probationary basis for a period of 90 days. If the employee fails to successfully perform their new assigned job duties and responsibilities during this trial period, the employee shall be returned to his old job or to one as near to their former status and pay rate as can be arranged at the time.
- H. A successful bidder or employee who receives a position under this article may not bid on another position for a period of twelve (12) months.
- I. The Employer retains the right to hire a new employee to fill any vacancy, which cannot be filled with a qualified employee under this Article.

ARTICLE XIV. PROMOTION AND JOB POSTING PROCEDURE

SECTION 1: To ensure that current bargaining unit employees are given every transfer and promotional opportunity, the Employer agrees to post each bargaining unit job opening as they become available on designated bulletin boards located at the Township Office, Police Department, Community Center, Waste Water Treatment Plant and the Department of Public Works and Utilities. The materials shall remain posted for a minimum of fourteen (14) calendar days. The purpose of this procedure is to identify all interested and qualified employees, a job description, including the prerequisite educational and experience requirements will be specified in the posted material. Those employees interested in being considered for posted positions must file a written application with the Township Manager or their designated representative within the time limits specified in the posted material.

New Employees: The employer agrees to provide each current and new employee a copy of the Agreement and the employee handbook.

- A. Notice to Union – The Union shall be notified in writing of all hiring of new bargaining unit employees within ten (10) working days from the date of hiring. Such notifications to include classification, rate of pay, name, address and phone number. Notification to be sent to the Chapter President, and to the SEIU Local 517M office.
- B. Distribution of Agreement/Employee Handbook - The employer agrees to provide new employees a copy of the Agreement and employee handbook on the first day of employment.

SECTION 2: Selection for promotion and transfer will be based on demonstrated ability, past experience, education qualifications, attendance, and seniority. The Employer may use tests to assist in determining an employee's qualifications. The form, content and administration of such test shall be at the sole discretion of the Employer.

SECTION 3: Upon mutual agreement of the parties, management may transfer employees within the same job description/classification between sections, divisions and departments to meet the needs of the Township without first posting the job opening to the bargaining unit.

ARTICLE XV. TEMPORARY WORK ASSIGNMENT

If a vacancy exists within the bargaining unit supervision may designate a substitute until an eligibility list can be established or for a period not to exceed ninety (90) consecutive days, whichever is less. It is the intent of the employer to establish the appropriate eligible list without unreasonable delay. Substitutes from the bargaining unit shall be paid at the grade and step rate of pay of the employee who previously was assigned to the position, if such grade and step rate of pay is higher than their current rate of pay.

ARTICLE XVI. ANNUAL LEAVE

SECTION 1: ELIGIBILITY REQUIREMENTS AND COMPUTATION OF ANNUAL LEAVE.

1. Effective January 1, 1999, the anniversary date for purpose of vacation accrual only shall be January 1 of each year. The parties shall mutually agreed upon the method for implementing this provision for current and new employees.
2. All employees who have completed a minimum of six (6) months of continuous employment with the Township shall be entitled to annual leave with pay. Upon the successful completion of probation, an employee shall be entitled to ten (10) days of paid annual leave.
3. All employees who have completed a minimum of three (3) years of continuous employment, but less than five (5) years on continuous employment, shall be entitled to fifteen (15) days of paid annual leave.

4. All employees who completed a minimum of five (5) years of continuous employment, but less than ten (10) years of continuous employment, shall entitled to eighteen (18) days of paid annual leave.
5. All employees who have completed a minimum of ten (10) years of continuous employment shall be entitled to twenty (20) days of paid annual leave.

SECTION 2: THE EMPLOYER RESERVES THE RIGHT TO LIMIT THE NUMBER OF EMPLOYEES ON VACTION AT ANY ONE TIME.

1. The vacation schedule of qualified employees shall be set with regard to the wishes and seniority of the employee consistent with the efficient operation of the Township. The Employer shall then approve or deny each vacation request based on the seniority of the employee and its work force needs. All conflicting employee vacation requests shall be resolved based on the seniority of the employees involved.
2. In case of extraordinary circumstances, the Township Manager may determine that no employees can be spared from work for vacation purposes during any designated period of time. In cases of extraordinary circumstances, the Township Manager shall have the authority to cancel any and all selected scheduled vacations.

SECTION 3: Annual Leave Pay Checks shall be delivered to eligible employees on their last scheduled workday, prior to the start of their annual leave/vacation, provided the employee has obtained a minimum of fifteen (15) days prior approval for their annual leave.

SECTION 4: If an employee who is otherwise eligible for paid annual leave retires, dies, quits, or is discharged on or after the anniversary date upon which they qualify for such annual leave without having received the same, such employee will receive along with this final paycheck the annual leave pay for which they qualified as of such anniversary date. However, if an employee quits after working one thousand and forty (1040) hours that anniversary year, or if an employee retires under the Pension Plan or dies prior to such anniversary date, they, or in the latter case their designated beneficiary, shall receive a pro-rated share (as of the date of retirement or death) of the annual leave pay for which they would have qualified as of the following anniversary date.

SECTION 5: ANNUAL LEAVES ARE NOT CUMULATIVE. Annual leaves are not cumulative and annual leave time shall not be carried over from one service year to the next. However, if an employee is required by the Township to reschedule or cancel their annual leave and is not able to reschedule it, during the relevant service, this prohibition shall not apply.

ARTICLE XVII. SICK LEAVE

SECTION 1: ELIGIBILITY REQUIREMENTS AND COMPUTATION OF PAID SICK LEAVE.

All non-probationary employees shall be entitled to a maximum of ninety-six (96) paid sick leave hours per fiscal year. All non-probationary employees shall

accumulate paid sick leave at the rate of eight hours for each full month of service. Sick leave shall only accumulate when an employee is in a pay status.

SECTION 2: An individual employee may accumulate a total of sixty (60) days of sick leave time under this provision. Employees who have accumulated sick leave prior to the execution of this Agreement shall have that time credited to their sick leave bank. This sick leave bank time shall not apply to the sixty (60) day maximum under this provision.

The Township realizes that certain employees have “frozen” sick leave days, which have been recorded and placed in the individual employee’s personnel file. If an employee depletes all their accumulated sick leave hours, then such employee shall be entitled to use their “frozen” sick leave days in accordance with this Article.

SECTION 3: In order to qualify for sick leave payments, the employee must report to his/her immediate supervisor or their designated representative no later than thirty (30) minutes before their normal starting time on the first day of absence, unless the circumstances surrounding the absence make such reporting impossible, in which event such reporting must be made as soon thereafter as possible.

SECTION 4: EMPLOYEE RETURNING FROM ILLNESS OR INJURY MUST BE APPROVED BY DOCTOR.

A. Any employee who is off the job because of illness or injury for three days or more must provide the Employer with documented medical verification of his/her illness, upon his/her return to work. Failure to provide such medical verification shall constitute just cause for disciplinary action.

B. Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action, up to and including dismissal.

SECTION 5: SEPARATION.

Effective July 1, 2000, an employee who separates from the Employer for any reason, other than retirement, shall not receive any form of compensation for accumulated sick leave time. To qualify for the paid out sick leave, an employee must have at least twenty-five (25) years of service with the Township. Upon retirement or death, on-half (1/2) of all unused sick leave shall be paid by the Township at the employee’s current rate of pay.

SECTION 6: Should illness occur during a vacation, the period of absence may be, upon receipt of a physician’s report, charged as sick leave and the charge against vacation reduced accordingly.

SECTION 7: All employees shall be entitled to use their accumulated sick leave for doctor appointments and medical testing. Employees shall notify their supervisor as soon as the appointments are made.

SECTION 8: Sick leave may be used for the caring of family members (spouse, child parent or a relative residing in the same household) where illness or injury requires the care or presence of the employee. Sick leave may also be used for doctor's appointments for such family members. Notification of Doctor's appointments shall be made by the employees as soon as the appointments are scheduled. Such leave for caring for family members shall not exceed the ten (10) days in a contract year.

ARTICLE XVIII. HOLIDAYS

The following thirteen days only shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Thanksgiving Day After
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

When a holiday falls on Saturday or Sunday, Management will designate the day Buena Vista Charter Township will observe the holiday.

Each full-time employee shall receive eight hours pay at their regular straight-time rate for each of the above designated holidays providing the following eligibility requirements are met.

- 1) The employee must be on the active payroll in the week in which the holiday is observed; and
- 2) The employee must work their regularly scheduled workday prior to the holiday and their regularly scheduled workday immediately following the holiday unless on approved leave.

Effective July 1, 1999, all full-time employees who actually work on a designated holiday, and are eligible for holiday pay, shall be paid at time and one-half (1-1/2) for all time actually worked on the holiday, in addition to the holiday pay described above.

ARTICLE XIX. LEAVE OF ABSENCE

SECTION 1: An employee may be granted personal leave of absence without pay and without loss of seniority for thirty (30) days or less at the Employer's sole discretion, upon written application. The determination shall be based on the nature of the request and work force needs and extensions of that leave of absence if needed, may be granted at the option of the Employer. In no case will more than one personal leave of absence be granted to any employee within a one-year period. The Employer's failure to grant such a leave of absence is not subject to the Grievance Procedure.

SECTION 2: An employee who because of illness, accident or other disability is physically unable to perform their job duties and responsibilities, may be granted a medical leave of absence without pay and without loss of seniority for a period not to exceed one (1) year, at the Employer's sole discretion, upon written application.

Upon request, the employee shall be required to provide written medical certification or verification of their disability. The Employer's failure to grant such a leave of absence is not subject to the Grievance Procedure.

SECTION 3: An employee may be granted an educational leave of absence without pay and without loss of seniority for a period not to exceed one (1) year, at the Employer's sole discretion, upon written application. The Employer's failure to grant such a leave of absence is not subject to the Grievance Procedure.

SECTION 4: A regular employee who enters the military service of the United States by draft or enlistment may be granted a leave of absence without pay for the purpose and at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

SECTION 5: Leaves of absence without pay may be granted to employees who are active in the National Guard or a branch of the Armed Force Reserves for the purpose of fulfilling their annual field training obligations. Applications for leave of absence of such purpose must be made as soon as possible after the employee's receipt of this order.

SECTION 6: All non-probationary employees shall be entitled to a maximum of three (3) days off with pay while arranging for or attending the funeral of a member of their immediate family. Immediate family shall be limited to current spouse, children, mother, father, brothers, sisters, grandparents, mother-in-law and father-in-law. The employee must actually attend the funeral to qualify for this benefit.

All non-probationary employees shall also be entitled to a maximum of up to two (2) days off with pay while arranging for or attending the funeral of their grandparent-in-law, brother-in-law, sister-in-law, nieces and nephews. Effective July 1, 1999, included step-sisters, step-brothers, step-parents, step-children and step-parents-in-law.

All non-probationary employees shall also be entitled to one (1) day off with pay in the case of death of the employee's aunts and uncles. This one (1) day off shall be used to attend the funeral of such aunts and uncles.

SECTION 7: The Employer agrees to grant two (2) personal days off per calendar year to each bargaining unit member. The two (2) days off will be used for personal business. The employee must give their immediate supervisor and Township Manager a minimum of twenty-four (24) hours advance written notice of the desired days off. The granting of the desired days off will be subject to staffing and manpower needs.

SECTION 8: JURY DUTY

Any employee required to serve on jury duty will suffer no loss of pay, but will submit any payment received from the court (minus mileage reimbursement) to the Employer. If the employee is not selected to serve on a panel, or is not paid for a full day by the court, he/she is expected to return to work at the Employer for the duration of the day.

SECTION 9: EMERGENCY ALERT

Loss of Pay – If an employee is unable to make it to work because of a hazardous condition such as “snowed in at home” but the Employer offices have not been closed, the employees shall be allowed four (4) hours to report to work tardy, or if unable to get to work at all that day be subject to a deduction in pay and have the option of having time deducted from either vacation, personal or sick time.

ARTICLE XX. INSURANCE BENEFITS

Section 1:

The Employer shall provide hospitalization benefits through a Blue Cross/Blue Shield plan. The deductible for the plan shall be paid by the Township through an HSA account. The Township shall contribute eighty percent (80%) of the cost of the premium and employees shall pay twenty percent (20%) of the cost of the premium. The cost of funding the HSA portion will be paid by the Township unless state or federal law requires a greater contribution by employees than as provided herein, then this provision shall be considered reopened and the parties will agree to discuss modifications necessary to comply with any applicable state or federal legislative mandate. Notwithstanding any of the above, in the event the Blue Cross Blue Shield deductible exceeds \$2,000/\$4,000, the parties will agree to reopen the contract to discuss alternative healthcare arrangements.

Section 2:

Dental insurance, the Township agrees to provide and pay the full cost of the following dental insurance unless otherwise required by law, in which case this agreement shall be considered modified to comply with applicable statutory and/or regulatory requirements.

<u>Benefits</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible	\$25 single \$50 family	\$25 single \$50 family
Preventive Diagnostic Minor Emergency Relieving pain	Deductible waived for preventive services 100% Includes Radiographs Deductible waived	Deductible waived for preventive services 100% Includes Radiographs Deductible waived
Oral Surgery Endodontic Periodontic Minor Restore Major Restore Prostodontic Orthodontia	100% Radiographs 100% no ded. 60% 50%	80% Radiographs 100% no ded. 50% 50%

Adult & children

Maximums	\$1,000 person calendar year.	\$1,000 person calendar year.
	\$750 Ortho Lifetime	\$750 Ortho Lifetime

Section 3:

The Township agrees to provide fully paid vision insurance as follows unless otherwise required by law, in which case this agreement shall be considered modified to comply with applicable statutory and/or regulatory requirements:

MECA provides for payment in full for all covered services/or materials up to Reasonable and Customary (R & C). The participating providers accept Reasonable and Customary as payment in full. Reasonable and Customary is surveyed every six (6) months. Patients may go to either an optometrist (O.D.) or an ophthalmologist (M.D.) and the exam will be covered in full with this plan. A maximum benefit allowance is established for contact lenses and frames.

	Plan Pays	Patient Pays	Non-Panel Payment
Examination	Paid in Full	-0-	M.D. \$60.00
	Paid in Full	-0-	O.D. \$45.00
Lenses (Pair)	Paid in Full	-0-	\$60.00
Single Vision			
Bifocals	Paid in Full	-0-	\$85.00
Trifocals	Paid in Full	-0-	\$105.00
Lenticular	Paid in Full	Balance if any	\$125.00
Polycarbonate			
Coating	\$15.00	Balance if any	\$15.00
Tint, No-Line			
U.V., Oversize,			
Antiglare	\$15.00	Balance if any	\$15.00
Frames	\$75.00	Balance	\$75.00
Contact Lenses/ Cosmetic	\$170.00	Balance	\$170.00
\$45.00 - O.D.			
\$60.00 - M.D.			
(In lieu of all other benefits)			
Contact Lenses/ Med. Nec.	Paid in Full	-0-	\$200.00

Estimated monthly cost: Composite Rate
(Average of single and married)
(Includes administrative charge)

Section 4:

The Township will provide a long-term disability policy for eligible employees. Coverage begins after 90 days, 60% of salary covered, with a maximum of \$2,000.00 per month.

Section 5:

Life insurance shall continue during the life of this agreement at the current levels.

Section 6:

Retire Health Care Benefit – Beginning July 1, 2000, retiring employees who are at least age fifty (50) and have at least twenty-five (25) years of continuous service with the Township, and who do not have health care available, shall be eligible for single subscriber health care until they attain age sixty-five (65) or Medicare, whichever occurs first. The Township shall pay the premium.

Section 7:

For all employees hired after April 1, 2008, the Township will not provide health insurance upon retirement. In place thereof, the Township agrees to contribute to a MERS Health Care Savings Account on behalf of that employee in the amount of 1 ½ % of the employee's base pay. There shall be a ten (10) year vesting period.

ARTICLE XXI. HEALTH INSURANCE OPT-OUT

Comprehensive Medical and Hospital Insurance Plans are provided to all full-time bargaining unit employees. Coverage begins the first day of the month following employment. Employees may opt out of the Township's medical and hospital insurance plan as long as they are covered under a comparable plan. Any employee who elects to opt-out of the Township's medical and hospital insurance plan must submit proof of comparable coverage under another plan/policy. Those employees who opt-out of the Township plan will be paid one-half (1/2) of the relevant health care premium established each January 1st, to be paid quarterly. Part-time employees shall be eligible for the opt-out health insurance. Any employee hired after July 1, 2004 who elects to opt-out of the Township plan shall be paid \$500 quarterly and the maximum amount payable under this provision shall be \$2,000 paid annually.

ARTICLE XXII. LUNCH BREAKS

Those employees covered by this Agreement shall continue to receive unpaid lunch breaks in accordance with current practice.

ARTICLE XXIII. PERFORMANCE REVIEW

SECTION 1: PROBATIONARY EMPLOYEES. All new bargaining unit employees shall be considered probationary employees for the first six (6) months of their employment. Employment during this period is on a trial basis and for the purpose of allowing management to confirm the individual's ability to satisfactorily perform all aspects of their job duties and responsibilities. Failure by the employee to confirm to the established job performance standards, during the probationary period shall be grounds for termination. A probationary

employee terminated for poor job performance shall have no recourse under the grievance procedure contained herein.

At the conclusion of the employee's first three months of employment and again at the conclusion of six months, the Township Manager or their designated representative shall prepare a written evaluation of the employee's job performance. The six-month evaluation shall include a recommendation that the employee be upgraded to a permanent employee that the probationary period be extended for a period not to exceed six additional months, or that the employee be terminated.

SECTION 2: PERMANENT EMPLOYEES. All full-time permanent employees shall receive a written evaluation from the Township Manager or their designated representative on an annual basis. The written evaluation shall cover all aspects of the employee's job performance and shall be reviewed with the employee in an evaluation conference between the employee and immediate supervisor. Each employee shall be given a copy of their written evaluation and asked to sign and date the original file copy. Each employee shall have the right to file a written response to their written performance evaluation. Both the written evaluation and the employee's response shall be part of the employee's personnel file and shall be jointly considered.

ARTICLE XXIV. PERSONNEL FILES

Any employee shall have the right, upon written request, to receive copies of all materials placed in their personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee from the employee's personnel file, and once a copy has been furnished, subsequent copies of the same material will be furnished to the employee at their expense.

ARTICLE XXV. MEDICAL EXAMINATION AND DRUG TESTING

In the interest of the safety of each employee, their fellow employees, and members of the general public, any applicant for employment or present employee, may as a condition of employment be required to undergo a medical examination, including a drug or chemical test, by a doctor or healthcare professional of the Employer's selection. The Employer shall bear the expense of any such examination or test. Any such examination will be conducted on the Employer's time.

ARTICLE XXVI. TUITION REIMBURSEMENT PROGRAM

Based upon the availability of funds, an employee may be reimbursed some or all of the cost and reasonable expenses associated with taking and attending job-related courses, classes and professional conferences and workshops. The taking of all such classes and courses, as well as the attendance at all such conferences and workshops must be approved in advance by the Township Manager. The Township manager's refusal to approve the taking of any such class or course, or an employee's attendance at any job related conference or workshop shall not be subject to the grievance procedure. Reimbursement for the taking of any classes, course or attendance at any conference or workshop shall be subject to the Township Manager's sole discretion.

ARTICLE XXVII. MILEAGE/TRAVEL TIME

Employees required to attend training shall be furnished transportation or paid the maximum allowed by the IRS per mile for the use of their personal car if the training site is over five (5) miles from their regular work location.

Travel time to and from the location where the training is to be held shall be paid at the employee's regular rate of pay. This travel time pay requirement shall apply only if such training is required by the employer.

ARTICLE XXVIII. LICENSING, CERTIFICATION, FEES AND RENEWALS

The Township shall reimburse any employee for licensing, certification, and renewal fees including the cost of seminars and/or other training sessions necessary to obtain or renew said licenses or certification.

ARTICLE XXIX. TIME CLOCKS

The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time employees work. Employees are expected to comply with the reasonable rules and regulation in regard thereto.

ARTICLE XXX. BULLETIN BOARD

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE XXXI. SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by tribunal pending final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party thereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XXXII. EYE PROTECTION

Employees required by the Township to wear and/or use safety glasses and/or other eye protection devices shall do so. Any employee who wears prescription, i.e. corrective lenses, shall be reimbursed by the Township for the difference in cost between safety prescription lenses and regular prescription lenses; or the Township may provide other protective devices in lieu thereof at its discretion. The employee shall bear the cost of frames and the cost of any and all examinations connected with the acquisition of prescription and/or corrective eyeglasses.

An employee is personally responsible for the care of maintenance of any safety glasses and/or other eye protecting devices issued for their use by the Township. Where an employee has been directed by the Township to wear safety glasses, regular or prescription, and has broken them in the faithful performance of their Township job duties and can demonstrate how they were broken

and/or otherwise provide proof that they were broken while faithfully performing such job duties to the satisfaction of the Township Board, the Township shall pay the cost of replacing such glasses but shall not be liable for the cost of any eye examination or special fees.

ARTICLE XXXIII. PAYDAY

All employees shall be paid bi-weekly. Employees shall receive their paychecks by 4:00 p.m. on the Thursday following the close of the pay period.

ARTICLE XXXIV. LONGEVITY COMPENSATION

Longevity compensation will be granted to employees upon the completion of 5 years of service with the Township and additional increments will be paid at the completing of 5 year intervals thereafter up to and including 25 years of service.

Longevity compensation is based upon total continuous, uninterrupted length of service with the Township and does not relate to the length of time served in a particular classification.

Longevity increments shall be paid to all employees who have served the equivalent of 5, 10, 15, 20, 25 years of service regardless of the number of hours worked in a year.

Longevity increments shall be the following rates based on the preannum base rate:

- 1% of annual rate upon completion of 5 years of continuous service.
- 2% of annual rate upon completion of 10 years of continuous service.
- 4% of annual rate upon completion of 15 years of continuous service.
- 6% of annual rate upon completion of 20 years of continuous service.
- 8% of annual rate upon completion of 25 years of continuous service.

Longevity increments shall be in the following amounts:

For the year 2007, payment was already made based upon the previous schedule.

For the year 2008, the employee will receive 50% of the amount he/she would receive under the previous schedule or the amounts he/she would receive under the new schedule as set forth below, whichever is greater.

Commencing in 2009 and thereafter, the following schedule shall be in effect:

- \$325 upon completion of 5 years of continuous service.
- \$650 upon completion of 10 years of continuous service.
- \$975 upon completion of 15 years of continuous service.
- \$1,300 upon completion of 20 years of continuous service.

Time spent on military leave or other authorized leaves of absence will be used in computing continuous service for the purpose of computing longevity compensations.

This benefit shall be computed as of and paid by August 1st of each year of the Agreement and paid in a lump sum check. Such longevity payment shall be issued in a separate check. This provision of the contract begins on July 1, 1996.

ARTICLE XXXV. PENSION BENEFITS

Employees shall be covered by the Municipal Employees' Retirement System. Current benefit levels afforded employees under the system will remain in effect during the life of this Agreement.

Effective July 1, 1999 employees will no longer pay the 2% employee contribution. All employees hired after April 1, 2008 shall pay the 2% employee contribution.

All individuals hired after January 1, 2012, shall be placed in the B-4, F-50-25 plan and shall be required to contribute a minimum of three percent (3%) of gross pay. In no event shall the Township's contribution be more than ten percent (10%). Employees hired January 1, 2012 will be required to pay additional contributions necessary to maintain the Township's contribution at ten percent (10%).

MERS – BUILDING FOR THE FUTURE

MERS

- ▶ MERS is a state-wide provider for public employee pension plans and is classified by the IRS as a 401(a) qualified program.
- ▶ MERS was established in 1945 by the Michigan Legislative (Public Act 135), and began operation in 1946 with 14 municipalities.
- ▶ In 1996, MERS became an independent, public, non-profit corporation (Public Act 220)
- ▶ Currently, there are over 550 member municipalities
 - Approximately 40,400 employee members
 - Over 16,300 retirees/beneficiaries drawing benefits
- ▶ Market Value Assets
 - Defined Benefit - \$3.7 Billion
 - Defined Contribution - \$77.2 Million

To determine benefit, multiply the FAC by the credited service, then by the benefit program. This represents the annual straight *life* benefit.

▶ Example 1

○ FAC	30,000
○ Credited Service	25 Years
○ Benefit Program	2.0%
○ Annual Benefit	\$15,000
○ Monthly Benefit	\$1,250

MERS – Defined Benefit Features

- ▶ **Vesting – Ownership or entitlement to your benefit**
 - Standard 10 year vesting schedule

- ▶ **Eligibility for retirement**
 - Standard unreduced benefit eligibility is age 60 and vested
 - Optional unreduced benefit riders available
- ▶ **F50**
 - Full pension benefit payable if age 50 is attained with 25 to 30 years of service
- ▶ **F55**
 - Full pension benefit payable if age 55 is attained with either 15, 20, 25, or 30 years of service
- ▶ **F(N)**
 - Retirement at any age with the required period of credited service, ranging from 20-30 years, in whole numbers
- ▶ **Disability Retirement (Active)**
 - Duty (no minimum service or age required)
 - Non-duty (must be vested)
- ▶ **Death Benefit (Active)**
 - Duty (no minimum service or age required)
 - Non-duty (must be vested)
- ▶ **Optional D2 Benefit Program**
 - Applies to duty death or duty disability
 - Adds 10 years of service credit – not to exceed 30 years or maximum limitations of primary benefit (B-3 or B-4)
- ▶ **Portability**
 - **MERS to MERS**
 - One year is service required to access benefit
 - **Act 88 – Reciprocal Retirement Act of 1961**
 - 30 months of service required to access benefit
 - **Refund employee contributions can be rolled to an IRA or other qualified plan upon termination**
 - Service will be forfeited
- ▶ Annual Member Statement and Newsletter
- ▶ Annual Delegates' Meeting
- ▶ Annual Employer Actuarial Valuation Report
- ▶ Employer Contributions are actuarially determined by plan design each year

MERS Payment Options

- ▶ Chosen at time of retirement
- ▶ Only one option may be chosen
- ▶ Taxed only at the Federal level
 - No state or local tax
 - No social security
- ▶ Qualified Plan – Creditor Protection (except IRS or EDRO's)

MERS Benefit Provision System

- ▶ Buena Vista Charter Township
 - Buena Vista Charter Township General Imply
 - Benefit B-4
- ▶ Benefit Maximum 80% of FAC
 - Benefit FAC-5 (5 Year Final Average Compensation)
 - 10 Year Vesting
- ▶ Member Contribution Rate – 2.00%
- ▶ Fiscal Year – January

ARTICLE XXXVI. WAGES/SALARY SCHEDULE

The Performance Salary Schedule currently being utilized by the Employer is hereby incorporated by reference. Each of the bargaining unit members is currently being paid pursuant to same.

The Performance Salary Schedule currently being used by the Employer contains a total of sixteen (16) Salary Grades.

Each of these Grades has an established Entry level salary, a designated End of Probation salary, and seven additional salary steps. Both parties agreed that this basic salary schedule structure shall remain in full force and effect during the term of this Agreement. Each of the current job classifications encompassed by the bargaining unit shall retain their current Salary Grades. The Employer shall retain the right to determine the initial Salary Grade of any new job classifications, which may be created during the term of this Agreement.

Ratification: 2 percent wage increase.

July 1, 2017: 2 percent wage increase.

July 1, 2018: 1 percent wage increase.

Note: The above increases are for full-time and part-time employees, with the exception of employees covered by the Article XXXVII, Part-Time Community Center Employees. Additionally, the wage increase effective July 1, 2017 and July 1, 2018 are contingent on the Township receiving state aid dollars supplementing personal property tax revenue.

In addition to the guaranteed annual wage increase described above, each bargaining unit employee shall be eligible for a periodic wage increase as a result of being moved from one step to another step within their designated salary grade. These step wage increases shall be based on the individual employee's job performance and shall be granted within the sole discretion of the Township Manager. Notwithstanding any other provisions of this collective bargaining agreement, the refusal or failure of the Employer to give or grant these periodic step wage increases shall not be subject to the grievance procedures or any form of legal action or challenge. All step wage increases shall be given or withheld in the sole discretion of the Employer; with the exception of movement from entry level to end of probation, from end of probation to Step 1 and Step 1 to Step 2, movement from these Steps shall be automatic and not subject to the sole discretion of management and shall be granted on the individual employee's anniversary date of hire.

ARTICLE XXXVII. PART-TIME COMMUNITY CENTER EMPLOYEES

All articles of the Collective Bargaining Agreement between the parties shall be in full force for the part-time employees hired before February 15, 1999, at the new Community Center except for the modifications as follows:

- (1) The clerical part-time employee shall be excluded from this article and shall fall under the terms and conditions set forth in the Collective Bargaining Agreement.
- (2) Article XI Seniority Section 2 shall be modified to reflect a three (3) month probationary period.

- (3) All part-time Community Center employees hired after February 15, 1999, shall be considered as bargaining unit employees covered by this Agreement. Said employees shall serve a ninety (90) day probationary period and shall receive seven dollars (\$7.00) per hour without any other economic benefits, unless specifically stated otherwise in this collective bargaining agreement.

Part-time Community Center employees hired before February 15, 1999, shall have the one-time option, on March 1, 1999, to receive seven dollars (\$7.00) per hour with no economic benefits, or their March 1, 1999 hourly rate of pay and the following economic benefits:

- A. Vacation leave benefits will accumulate at the rate of one day (four hours) for every 140 hours worked.

The employer shall have the right to establish and adjust annual leave schedules indicating the number and classification of personnel who shall be permitted to be on annual leave during any given period of time.

Vacation leave requests of more than one day must be made two weeks prior to the planned vacation except in cases of emergency. Request of one day or less must be made at least 24 hours in advance.

Employees shall be paid at their current regular rate of pay for vacation leave time. Vacation pay shall be paid during the pay period in which the vacation is taken.

Annual leave shall accumulate from year to year.

Annual leave may be taken in four (4) hour segments or more.

- B. XVII Sick Leave-Modify only Section 1 as follows:

Employees shall accrue sick leave at the rate of one-day (four hours) for every 140 hours worked. (All other sections of this article apply).

- C. XVIII Holidays add the following language to the current language:

Each part-time employee employed and hired before February 15, 1999, at the Community Center shall receive four (4) hours pay at their regular straight time rate of pay for each of the above designated holidays.

- D. XIX Leave of Absence – Section 7 does not apply.

- E. XX Insurance Benefits – Part-Time employees employed at the Community Center shall not be entitled to insurance benefits.

In lieu of insurance benefits each part-time employee employed and hired before February 15, 1999, at the Community Center shall receive a \$100.00 credit per month in which to purchase Township sponsored Health, Dental or Vision programs. If the employee chooses not to

purchase such benefits then their \$100.00 credit per month shall be forfeited.

F. XXI Health Insurance Opt-Out does not apply.

G. XXIII Performance Review – shall not apply except as follows:

All part-time employees employed at the Community Center shall be considered probationary employees for the first three (3) months of their employment. Employment during this period is on trial basis for the purpose of allowing management to confirm the individual's ability to satisfactorily perform all aspects of their job duties and responsibilities.

Failure by the employee to conform to the established job performance standards shall be grounds for termination. A probationary employee terminated for poor job performance shall have no recourse under the grievance procedure.

Effective July 1, 2001, all part-time Community Center employees shall receive \$7.50 per hour.

Effective July 1, 2002, all part-time Community Center employees shall have their hourly rate of pay increased by 3%.

Effective July 1, 2003, all part-time Community Center employees shall have their hourly rate of pay increased by 3%.

These rates of pay do not apply to employees described in (1) above.

ARTICLE XXXVIII. EXTENT OF AGREEMENT

SECTION 1: The Parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and present 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 that right and opportunity are set forth in this Agreement. This Agreement represents the Parties entire agreements and any matters of subjects not specifically covered herein have been satisfactorily adjusted, compromised or waived by the Parties for the life of this Agreement.

SECTION 2: Each Party hereby voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.


ARTICLE XXXIX. TERM OF AGREEMENT

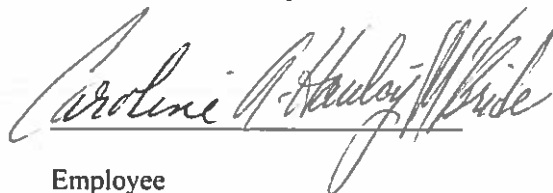
This Agreement covers the three (3) year period of July 1, 2016 and ending on June 30, 2019 and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to June 30, 2019, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate their agreement.

ARTICLE XL. USE OF COMPENSATORY TIME


Employees, at their option, shall have the choice of using earned compensatory time or annual leave when requesting time off. Requests for use of compensatory time shall be governed by Article XVI, Annual Leave.

For the Union:

BY: 
Darliane Blackmon,
Labor Relations Representative


Employee

For the Township

BY: 
Christina Dillard
Township Supervisor


Fiscal Services Director

**BUENA VISTA CHARTER TOWNSHIP
SALARY SCHEDULE FOR SERVICE UNION EMPLOYEES
EFFECTIVE JANUARY 9, 2017**

GRADE	ENTRY LEVEL	END OF							
		PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$ 19,111.74	\$ 19,590.12	\$ 20,067.48	\$ 20,547.90	\$ 21,024.24	\$ 21,500.58	\$ 21,982.02	\$ 22,456.32	\$ 22,933.68
2	\$ 22,933.68	\$ 23,413.08	\$ 23,891.46	\$ 24,364.74	\$ 24,845.16	\$ 25,342.92	\$ 25,801.92	\$ 26,279.28	\$ 26,754.60
3	\$ 25,361.28	\$ 25,830.48	\$ 26,316.00	\$ 26,852.52	\$ 27,291.12	\$ 27,776.64	\$ 28,266.24	\$ 28,755.84	\$ 29,243.40
4	\$ 26,748.48	\$ 27,232.98	\$ 27,714.42	\$ 28,191.78	\$ 28,670.16	\$ 29,148.54	\$ 29,621.82	\$ 30,105.30	\$ 30,580.62
5	\$ 28,670.16	\$ 29,147.52	\$ 29,621.82	\$ 30,105.30	\$ 30,580.62	\$ 31,056.96	\$ 31,537.38	\$ 32,010.66	\$ 32,492.10
6	\$ 30,580.62	\$ 31,295.64	\$ 32,010.66	\$ 32,729.76	\$ 33,448.86	\$ 34,163.88	\$ 34,879.92	\$ 35,596.98	\$ 36,312.00
7	\$ 32,492.10	\$ 33,206.10	\$ 33,924.18	\$ 34,829.94	\$ 35,359.32	\$ 36,075.36	\$ 36,792.42	\$ 37,509.48	\$ 38,225.52
8	\$ 34,401.54	\$ 35,118.60	\$ 35,930.52	\$ 36,551.70	\$ 37,268.76	\$ 37,985.82	\$ 38,701.86	\$ 39,471.96	\$ 40,138.02
9	\$ 36,312.00	\$ 37,030.08	\$ 37,747.14	\$ 38,464.20	\$ 39,179.22	\$ 39,899.34	\$ 40,615.38	\$ 41,331.42	\$ 42,047.46
10	\$ 38,225.52	\$ 38,940.54	\$ 39,660.66	\$ 40,374.66	\$ 41,092.74	\$ 41,810.82	\$ 42,526.86	\$ 43,241.88	\$ 43,957.92
11	\$ 40,138.02	\$ 40,894.86	\$ 41,568.06	\$ 42,285.12	\$ 43,003.20	\$ 43,720.26	\$ 44,438.34	\$ 45,156.42	\$ 45,870.42
12	\$ 42,047.46	\$ 43,171.50	\$ 43,483.62	\$ 44,198.64	\$ 44,914.68	\$ 45,629.70	\$ 46,345.74	\$ 47,064.84	\$ 47,781.90
13	\$ 43,957.92	\$ 44,676.00	\$ 45,391.02	\$ 46,110.12	\$ 46,828.20	\$ 47,541.18	\$ 48,259.26	\$ 48,977.34	\$ 49,693.38
14	\$ 44,534.22	\$ 46,587.48	\$ 47,305.56	\$ 48,021.60	\$ 48,736.62	\$ 49,455.72	\$ 50,170.74	\$ 50,886.78	\$ 51,941.46
15	\$ 48,169.50	\$ 48,736.62	\$ 49,693.38	\$ 50,647.08	\$ 51,604.86	\$ 52,560.60	\$ 53,513.28	\$ 54,474.12	\$ 55,426.80
16	\$ 49,693.38	\$ 50,649.12	\$ 51,638.52	\$ 52,560.60	\$ 53,515.32	\$ 54,474.12	\$ 55,427.82	\$ 56,381.52	\$ 57,336.24

**BUENA VISTA CHARTER TOWNSHIP
SALARY SCHEDULE FOR SERVICE UNION EMPLOYEES
EFFECTIVE JULY 1, 2017**

END OF

GRADE	ENTRY LEVEL	PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$ 19,493.97	\$ 19,981.92	\$ 20,468.83	\$ 20,958.86	\$ 21,444.72	\$ 21,930.59	\$ 22,421.66	\$ 22,905.45	\$ 23,392.35
2	\$ 23,392.35	\$ 23,881.34	\$ 24,369.29	\$ 24,852.03	\$ 25,342.06	\$ 25,849.78	\$ 26,317.96	\$ 26,804.87	\$ 27,289.69
3	\$ 25,868.51	\$ 26,347.09	\$ 26,842.32	\$ 27,389.57	\$ 27,836.94	\$ 28,332.17	\$ 28,831.56	\$ 29,330.96	\$ 29,828.27
4	\$ 27,283.45	\$ 27,777.64	\$ 28,268.71	\$ 28,755.62	\$ 29,243.56	\$ 29,731.51	\$ 30,214.26	\$ 30,707.41	\$ 31,192.23
5	\$ 29,243.56	\$ 29,730.47	\$ 30,214.26	\$ 30,707.41	\$ 31,192.23	\$ 31,678.10	\$ 32,168.13	\$ 32,650.87	\$ 33,141.94
6	\$ 31,192.23	\$ 31,921.55	\$ 32,650.87	\$ 33,384.36	\$ 34,117.84	\$ 34,847.16	\$ 35,577.52	\$ 36,308.92	\$ 37,038.24
7	\$ 33,141.94	\$ 33,870.22	\$ 34,602.66	\$ 35,526.54	\$ 36,066.51	\$ 36,796.87	\$ 37,528.27	\$ 38,259.67	\$ 38,990.03
8	\$ 35,089.57	\$ 35,820.97	\$ 36,649.13	\$ 37,282.73	\$ 38,014.14	\$ 38,745.54	\$ 39,475.90	\$ 40,261.40	\$ 40,940.78
9	\$ 37,038.24	\$ 37,770.68	\$ 38,502.08	\$ 39,233.48	\$ 39,962.80	\$ 40,697.33	\$ 41,427.69	\$ 42,158.05	\$ 42,888.41
10	\$ 38,990.03	\$ 39,719.35	\$ 40,453.87	\$ 41,182.15	\$ 41,914.59	\$ 42,647.04	\$ 43,377.40	\$ 44,106.72	\$ 44,837.08
11	\$ 40,940.78	\$ 41,712.76	\$ 42,399.42	\$ 43,130.82	\$ 43,863.26	\$ 44,594.67	\$ 45,327.11	\$ 46,059.55	\$ 46,787.83
12	\$ 42,888.41	\$ 44,034.93	\$ 44,353.29	\$ 45,082.61	\$ 45,812.97	\$ 46,542.29	\$ 47,272.65	\$ 48,006.14	\$ 48,737.54
13	\$ 44,837.08	\$ 45,569.52	\$ 46,298.84	\$ 47,032.32	\$ 47,764.76	\$ 48,492.00	\$ 49,224.45	\$ 49,956.89	\$ 50,687.25
14	\$ 45,424.90	\$ 47,519.23	\$ 48,251.67	\$ 48,982.03	\$ 49,711.35	\$ 50,444.83	\$ 51,174.15	\$ 51,904.52	\$ 52,980.29
15	\$ 49,132.89	\$ 49,711.35	\$ 50,687.25	\$ 51,660.02	\$ 52,636.96	\$ 53,611.81	\$ 54,583.55	\$ 55,563.60	\$ 56,535.34
16	\$ 50,687.25	\$ 51,662.10	\$ 52,671.29	\$ 53,611.81	\$ 54,585.63	\$ 55,563.60	\$ 56,536.38	\$ 57,509.15	\$ 58,482.96

**BUENA VISTA CHARTER TOWNSHIP
SALARY SCHEDULE FOR SERVICE UNION EMPLOYEES
EFFECTIVE JULY 1, 2018**

GRADE	ENTRY LEVEL	END OF							
		PROBATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$ 19,688.91	\$ 20,181.74	\$ 20,673.52	\$ 21,168.45	\$ 21,659.17	\$ 22,149.90	\$ 22,645.88	\$ 23,134.50	\$ 23,626.28
2	\$ 23,626.28	\$ 24,120.16	\$ 24,612.98	\$ 25,100.56	\$ 25,595.48	\$ 26,108.28	\$ 26,581.14	\$ 27,072.91	\$ 27,562.59
3	\$ 26,127.19	\$ 26,610.56	\$ 27,110.74	\$ 27,663.47	\$ 28,115.31	\$ 28,615.49	\$ 29,119.88	\$ 29,624.27	\$ 30,126.55
4	\$ 27,556.28	\$ 28,055.42	\$ 28,551.40	\$ 29,043.17	\$ 29,536.00	\$ 30,028.83	\$ 30,516.40	\$ 31,014.48	\$ 31,504.15
5	\$ 29,536.00	\$ 30,027.78	\$ 30,516.40	\$ 31,014.48	\$ 31,504.15	\$ 31,994.88	\$ 32,489.81	\$ 32,977.38	\$ 33,473.36
6	\$ 31,504.15	\$ 32,240.77	\$ 32,977.38	\$ 33,718.20	\$ 34,459.02	\$ 35,195.63	\$ 35,933.29	\$ 36,672.01	\$ 37,408.62
7	\$ 33,473.36	\$ 34,208.92	\$ 34,948.69	\$ 35,881.80	\$ 36,427.17	\$ 37,164.84	\$ 37,903.55	\$ 38,642.27	\$ 39,379.93
8	\$ 35,440.47	\$ 36,179.18	\$ 37,015.62	\$ 37,655.56	\$ 38,394.28	\$ 39,132.99	\$ 39,870.66	\$ 40,664.01	\$ 41,350.19
9	\$ 37,408.62	\$ 38,148.39	\$ 38,887.10	\$ 39,625.82	\$ 40,362.43	\$ 41,104.30	\$ 41,841.96	\$ 42,579.63	\$ 43,317.29
10	\$ 39,379.93	\$ 40,116.54	\$ 40,858.41	\$ 41,593.97	\$ 42,333.74	\$ 43,073.51	\$ 43,811.17	\$ 44,547.78	\$ 45,285.45
11	\$ 41,350.19	\$ 42,129.88	\$ 42,823.42	\$ 43,562.13	\$ 44,301.90	\$ 45,040.61	\$ 45,780.38	\$ 46,520.14	\$ 47,255.71
12	\$ 43,317.29	\$ 44,475.28	\$ 44,796.83	\$ 45,533.44	\$ 46,271.10	\$ 47,007.72	\$ 47,745.38	\$ 48,486.20	\$ 49,224.91
13	\$ 45,285.45	\$ 46,025.22	\$ 46,761.83	\$ 47,502.65	\$ 48,242.41	\$ 48,976.92	\$ 49,716.69	\$ 50,456.46	\$ 51,194.12
14	\$ 45,879.15	\$ 47,994.42	\$ 48,734.19	\$ 49,471.85	\$ 50,208.47	\$ 50,949.28	\$ 51,685.90	\$ 52,423.56	\$ 53,510.09
15	\$ 49,624.22	\$ 50,208.47	\$ 51,194.12	\$ 52,176.62	\$ 53,163.33	\$ 54,147.93	\$ 55,129.38	\$ 56,119.24	\$ 57,100.69
16	\$ 51,194.12	\$ 52,178.72	\$ 53,198.00	\$ 54,147.93	\$ 55,131.48	\$ 56,119.24	\$ 57,101.74	\$ 58,084.24	\$ 59,067.79



Buena Vista Charter Township
 Plan Comparison - Active Effective January 1, 2017
 Agent Brian Huggins Phone (989) 686-7099 Fax (989) 686-0951

Coverage By Plan In-Network Benefits	Renewal Plan BCBSM SB Gold	Option B BCBSM CB Gold	Option C BCBSM SB Platinum
Annual Deductible	\$1,450/\$2,900 * HSA	\$5,000/\$10,000 HRA	\$5,000/\$10,000 HRA
Percent Co-insurance	0%	20%	30%
Out-of-Pocket Maximum	\$2,450/\$4,900 includes deductible, and ALL copays	\$6,600/\$13,200 ** includes deductible, co-insurance, and ALL copays	\$6,350/\$12,700 ** includes deductible, co-insurance, and ALL copays
Preventive Care Services	0%	0%	0%
Allergy Testing and Therapy	0% after deductible	0%	20% after deductible
Maternity Services	Prenatal 0% Postnatal/Delivery 0% after deductible	Prenatal/Postnatal 0% Delivery 20% after deductible	Prenatal 0% Postnatal/Delivery 20% after deductible
Physician Office Services	0% after deductible	\$40 copay	PCP \$30 copay Specialist \$50 copay
Chiropractic Care	0% after deductible 30 combined visits	\$30 copay 30 combined visits	\$30 copay 30 combined visits
Diagnostic Services	0% after deductible	20% after deductible	20% after deductible
Rehabilitative Services	0% after deductible 30 combined visits	20% after deductible 30 combined visits	20% after deductible 30 combined visits
Emergency Care	0% after deductible	ER \$250 copay waived if admitted/accident Urgent Care \$60 copay	ER \$150 copay waived if admitted Urgent Care \$60 copay
Prescription Drug Coverage	\$20/\$60/\$80/20% \$200 max/25% \$300 max after deductible	\$10/\$40/\$80	\$20/\$60/50% \$100 max/ 20% \$200 max/25% \$300 max
Single - Monthly Premium	\$111.14	\$101.89	\$92.73
2 Person - Monthly Premium	\$266.74	\$244.54	\$222.56
Family - Monthly Premium	\$333.44	\$305.67	\$278.20

*Renewal Plan would fund deductible amounts (\$1,450 single/\$2,900 2 person or family) annually into an H.S.A. account

**Option B & Option C would reimburse deductible & co-insurance amounts only (not to exceed \$6,600 single/\$13,200 2 person or family on option B and \$6,350 single/\$12,700 2 person or family on option C); flat dollar copays are responsibility of employee and do not apply toward deductible or co-insurance, however, do apply to the out of pocket maximum.

Health Care benefit proposed costs BV Twp

Monthly	Renewal Plan			Per pay period		
	Option A	Option B	Option C	Renewal Plan	Option B	Option C
Single	111.14	101.89	92.73	51.30	47.03	42.80
2-person	266.74	244.54	222.56	123.11	112.86	102.72
Family	333.44	305.67	278.2	153.90	141.08	128.40

12/28/16
Dorlene Hartman
Arthur C. N. McBride