

AGREEMENT BETWEEN THE CITY OF YPSILANTI

AND

**LOCAL 623 OF THE INTERNATIONAL UNION OF THE AMERICAN
FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AND COUNCIL 25**

FOR CONTRACT YEAR COMMENCING JULY 1, 2013, AND

CONCLUDING JUNE 30, 2017



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AGREEMENT

PARTIES TO THE AGREEMENT

This agreement entered into on this July 9, 2013, effective July 1, 2013 through June 30, 2017, between the City of Ypsilanti, Ypsilanti Michigan (hereinafter referred to as the "Employer") and the International Union of the American Federation of the State, County, and Municipal Employees and Council 25 and its affiliate Local Union #623 (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

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

SECTION 1 - LEGALITY

In the event that any provision of this agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect.

SECTION 2 – RECOGNITION

Section 2.1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining units described below.

Labor and Service (Hourly Rate) non-supervisory employees of the Parks, Streets & Traffic, Motor Pool and Environmental Services divisions of the Public Works Department, Parking Enforcement Officers and select office support staff.

SECTION 3 - RIGHT TO MANAGE

Section 3.1 Rights

The City on its own behalf or on behalf of its residents, 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 of 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 City. This includes, but is not limited to the right:

- A. to manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered; the control of materials to be used, and the discontinuance of any services;
- B. to hire, assign and lay off employees in accordance with State Law and with this agreement;
- C. to direct the work force, assign work and determine the number of employees assigned to operations;
- D. to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;
- E. to establish work schedules;
- F. to adopt, revise and enforce working rules;
- G. to discipline and discharge employees for cause;
- H. to select employees for promotion or transfer to supervisory or other non-bargaining unit positions and to determine the qualifications and competency of employees to perform available work.

SECTION 4 - AID TO OTHER UNIONS

The employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining with regard to bargaining unit employees covered by this agreement.

SECTION 5 - WORK STOPPAGE

Section 5.1 Prohibition

The Union agrees that during the life of this agreement neither the Union nor its officers or agents will authorize, instigate aid, condone, or engage in a strike, slowdown or other interference with the employer's operation. The employer agrees that during the same period there shall be no lockouts. Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, slowdown or other interference with the Employer operations may be disciplined or discharged at the sole discretion of the Employer. However, the question as to whether employees' conduct actually was such as is prescribed by this section may be resolved through the grievance procedure.

SECTION 6 - UNION SECURITY

Section 6.1 Modified Agency Shop

The Employer agrees to deduct from the wages of employees who voluntary elect to become members of the Union, all Union membership dues, initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law.

Employees who voluntary elects to pay Union dues shall sign an authorization form, and the employer agrees to deduct that amount in accordance with said form. The Treasurer of Michigan AFSCME Council 25 shall certify to the employer in writing the amount of initiation fees, dues to be deducted from each employee.

Employees shall be deemed to be a member in good standing within the meaning of this section, provided that they are not more than sixty (60) days in arrears in payment of Union dues.

The City shall not be liable to the Union of any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the City.

SECTION 7 - UNION DUES

Section 7.1 Payroll Deduction for Union Dues

During the period of time covered by this Agreement, the Employer agrees to deduct monies in accordance with the terms of the Authorization of Check-Off Dues form from the pay of each employee who voluntary executes the said form. It is further agreed that the City shall honor any revocation of such authorization by any employee at any time in accordance with state law. The City agrees to notify the Union of any revocation of dues at the time such revocation occurs.

AUTHORIZATION FOR PAYROLL DEDUCTION

SEE UNION AUTHORIZATION FORM

1. For the first ninety (90) days of any employment the Employer agrees to deduct an amount sufficient to equal the Union membership initiation fees and/or dues,

To be placed in an escrow account. If I continue employment with the City of Ypsilanti after ninety (90) days, the aggregated amount shall be forwarded to the Union.

If I, for any reason, do not continue my employment for more than ninety (90) days, the City shall return the aggregate amount to me.
2. Once each month thereafter an amount established by the Union as monthly dues and assessments. The amount deducted shall be paid to the Treasurer of Michigan AFSCME Council 25.
3. I understand that I am not required to pay Union dues, assessments or fees in accordance with state law as a condition of my employment. I understand that I may revoke this authorization at any time.
4. Deductions each calendar month shall be remitted to such address designated to the designated financial officer of Michigan AFSCME Council 25, AFL – CIO, with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth (5th) work day of the month.

The amount of monthly dues will be certified to the Employer by the Treasurer of the Union, in writing. Dues are to be in a dollar amount, not a percentage.

Section 7.2 Remittance of Dues

Deductions each calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth work day of the month.

Section 7.3 Hold Harmless

The Union shall indemnify and hold harmless the City against any and all liability which may arise by reason of the deduction by the City of money as Union initiation fees, membership dues or service/administration charge from employees' wages, or any and all liability which may arise by reason of this application of Section 6 and 7.

Section 7.4 Status Change of Members

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit, or when he/she revokes the above specified Check-off authorization with notice to the Union. The employer shall notify the Union of names and addresses of employees who, through a change in their employment status, are no longer subject to deductions. Further, the City shall advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

SECTION 8 - UNION REPRESENTATION

Section 8.1 Stewards and Alternates

It is mutually recognized that the principal of proportional representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.

The Union shall designate to the City, in writing, the union staff representative, local officers, chief steward and division stewards. Further, the employer shall not be required to recognize or deal with any employee other than the one(s) so designated. There shall be one Chief steward for the bargaining unit. There shall be two additional stewards for the entire Department of Public Works. There shall be one Steward for the clerical employees in city hall and a second Steward for the clerical employees at all other locations for a total of two stewards. Stewards are to be designated according to the union by-laws. In the absence of the Steward, the Local Union president may appoint an alternate.

Section 8.2 Release Time

Stewards and officers shall be given reasonable paid release time to discuss and process grievances and attend grievance hearings and/or special conferences. Stewards and officers must notify their supervisor of release time needed immediately upon knowledge of scheduled meeting and/or hearing. However, no overtime shall be granted for this purpose.

Section 8.3 Negotiating Committee

The Union shall designate, in writing, four (4) union staff members to serve as the Bargaining Committee for union contract negotiations. The Committee shall consist of the current President, two (2) clerical representatives and one (1) Department of Public Works representative. The Union shall submit the Bargaining Committee list seven (7) days prior to the first negotiation session with the City.

Section 8.4 Top Seniority

For purpose of layoff and recall only, the Local Union President, Vice President, the Chief Steward and all Stewards (excluding alternate Stewards) who are involved in the Grievance Procedure shall hold top seniority within their classification and department during their term of office.

Section 8.5 – New Member Orientation

Upon hiring, the union president shall be afforded the right to meet with all new employees for 30 minutes during their orientation.

SECTION 9 - SPECIAL CONFERENCES

Section 9.1 Special Conferences

Special conferences on important matters such as interpretation of this Agreement will be arranged between the Local President, or the Union's designated representative and the Employer, or its designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the Employer and not more than three employee representatives of the Union if the third employee is the aggrieved.

Section 9.2 Agenda & Scheduling

Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be held during regular City hours on regular City workdays. The members of the Union attending such a conference shall only receive pay up to the end of their regular working day. A representative of the Council and/or a representative of the International Union may attend this meeting.

SECTION 10 - PERSONNEL RULES AND POLICIES

Section 10.1 Rules, Regulations and Policies

The employer has expressed to the Union its intent to publish reasonable departmental rules and regulations and city-wide personnel policies and procedures. The employer shall, prior to implementation, keep the Union apprised of all rules, regulations, policies, and procedures pertaining to the employees covered under this agreement. It is agreed the Union may review and comment on these rules, but it is understood this does not limit the employer's right to implement them. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail.

SECTION 11 - GRIEVANCE PROCEDURE

Section 11.1 Definition of Grievance

A grievance means a dispute between the Union or an individual employee, and the City concerning the effect, interpretation, application, claim of breach or violation of this agreement, or of the rules and regulations established by the Department Head.

The parties agree that City observed holidays and official closings would be excluded from filing/response timelines.

Section 11.2 Grievance Procedure

A grievance shall be resolved according to the following procedure:

STEP 1

1. A grievance shall be communicated orally, within 5 working days of the occurrence, to the immediate supervisor on duty at the time the grievance arose.
2. Within 2 working days, after the oral communication, the immediate supervisor shall determine an answer, either alone or in consultation with his/her superiors, and communicate the answer to the aggrieved employee. (Every possible effort should be made to settle minor complaints at this stage.)

STEP 2

1. If the grievance is not resolved at STEP 1, the Union Steward or designee shall, within 5 working days of the step 1 response, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated, to the Department Head.
2. Within 3 working days after receipt of the written grievance, the Head of the Department shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 3

1. If the grievance is not resolved at STEP 2, the Union Steward or designee shall, within 5 working days of the Step 2 response, present the grievance, in writing, to the Personnel Administrator.
2. Within 10 working days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or his/her representative, and the City Personnel Administrator shall attempt to resolve the grievance.

3. In cases of discharge or suspension in excess of 10 working days, the Union may commence the grievance procedure at STEP 3. A meeting will take place within 10 working days after Union grievance notification is given.
4. Within 5 working days after said meeting, the City Personnel Administrator shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 4

1. If the grievance is not resolved at STEP 3, the Union Steward or designee, shall within 5 working days of the Step 3 response, present the grievance to the City Manager, in writing only.
2. Within 5 working days after receipt of the written grievance the City Manager shall present to the Union President a written answer, with a copy to the Union Steward and the aggrieved employee.

STEP 5

1. Within 15 working days after receipt of the Employer's answer at Step 4, the Union may move the Grievance to Arbitration by notifying the City Manager and AFSCME Council 25 of their intent to arbitrate. The City's Representative and a Representative from AFSCME Council 25 shall then attempt to mutually select an arbitrator. If an arbitrator has not been mutually selected within 30 calendar days from the Union's "Notice of Intent" to arbitrate, the grievance will be assigned to an arbitrator from the permanent panel of arbitrators listed below. The parties agree to a permanent panel of arbitrators to be used on a rotating basis for all arbitrations.

Mark Glazer, Paul Glendon, George T. Roumell, Jr., Barry Brown, Deborah Brodsky and Mario Chesia.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules & Regulations.

2. The decision of the arbitrator whether appointed by agreement or by using the panel, shall be binding upon both parties, and shall be enforceable in any competent court of record. An arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement, nor shall they substitute their discretion for that of the employer or the Union for such discretion has been retained by the employer or by the Union, nor shall he/she exercise any responsibility or function of the employer or the Union.

Section 11.3 Representation

All references to an "employee" shall be deemed equally applicable to the Union.

Any employee of the City shall have the right to be represented at any or all of the grievance procedure steps by the Union.

Section 11.4 Time Limits

Any and all time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against whom waiver of time limits is asserted.

The parties agree that the City observed holidays, official closings and union or employer representatives on approved time-off will be excluded from filing response time lines.

Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

Section 11.5 Expenses

Each party shall bear its own expense of any and all proceedings. The cost, if any, of an arbitrator shall be borne equally by the parties.

Section 11.6 Written Responses

Any and all written responses of the City called for by the grievance procedure shall be presented to the Union.

SECTION 12 - PAYMENT OF BACK CLAIMS

Section 12.1 Back Pay

If the Employer fails to give an Employee work to which it is determined in the manner set forth in the grievance procedure, that he/she is entitled to, and a written notice of his/her claim is filed within thirty (30) days of the time Employer first failed to give him/her such work, the Employer will reimburse him/her for the difference in earnings he/she lost through failure to give him/her such work.

SECTION 13 - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

SECTION 14 - DISCHARGE AND DISCIPLINE

Section 14.1 Notice of Discharge or Discipline

The Employee will be afforded the opportunity to have union representation for any disciplinary action. The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the Division of the discharge or discipline.

The discharged or disciplined Employee will be allowed to discuss their discharge or discipline with the Steward of the Division and the Employer will make available an area where the employee may do so before they are required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the Employee and the Steward.

Section 14.2 Appeal of Discharge or Discipline

Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, the matter shall be dealt with in the manner provided in Section 11, Grievance Procedure.

Section 14.3 Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than one (1) year previously, except those infractions involving a disciplinary suspension of five days or more will be taken into account for two (2) years.

SECTION 15 - PROBATIONARY EMPLOYEES

Section 15.1 Probationary Employees

New permanent employees hired in the unit shall be probationary employees for the first ninety (90) calendar days of their employment. There shall be an evaluation in writing every forty-five (45) calendar days of the probationary period. There shall be no seniority among employees who are in their original ninety (90) calendar day probationary period. At the end of ninety (90) calendar days, in the case of an employee with a borderline performance, upon notification to the Union, the probationary period may be extended by the Employer for another ninety (90) days or portion thereof. For the computing of benefits the employee shall be entitled to all benefits as provided in this collective bargaining agreement.

Section 15.2 Representation

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement except discharged and disciplined employees for other than Union activity. It is agreed that such probationary employees may be so discharged at the discretion of the Employer.

Section 15.3 Part-Time Employees

Part-time employees accumulate seniority from the date of hire for purposes other than promotions or layoffs.

SECTION 16 - SENIORITY

Section 16.1 Employee Seniority Date

Date employee hired into a regular full time position with the Employer.

Section 16.2 Bargaining Unit Seniority Date

Date employee hired into a regular full time bargaining unit position.

Seniority shall be on a bargaining unit basis, in accordance with the Employee's bargaining unit seniority date.

Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

Section 16.3 Seniority List

The seniority list on the date of the Agreement will show the names, job title, employee seniority date and bargaining unit seniority date.

The Employer will keep the seniority list up to date and will provide the union with an up to date copy twice a year in the months of January and July.

Section 16.4 Part-Time Employees

For purposes of seniority for part-time employees, in regard to layoffs and recalls, promotions and transfers, part-time employees will earn seniority based on the average number of hours worked per year in comparison to hours worked for a full-time employee. (For example if a part-time employee worked 1040 hours/yr., (20 hours/week average) they would earn 6 months seniority in comparison to a full-time employee who works 2080/yr, (40 hours/week) who would earn 1 year seniority).

Section 16.5 Loss of Seniority

An employee shall lose his seniority for the following reasons only:

1. Employee quits.
2. Employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. Employee is absent for three (3) consecutive working days without notifying the Employer. Exception may be made at the discretion of the Employer. After such absences, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.
4. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
5. Failure to return from sick leave and leaves of absences will be treated the same as (3) above.
6. Employee retires.
7. Employee's recall rights expire.

SECTION 17 - SHIFT PREFERENCE

Shift preference will be granted on the basis of qualifications for the particular job assignment and with due consideration to seniority within the classification.

SECTION 18 - VACANCIES

Section 18.1 Transfers

In the event of a vacancy or a newly created position at the same or lower wage grade level, employees shall be given an opportunity to transfer, provided they meet the minimum qualifications and abilities as stated in the job description. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the City at least seven (7) calendar days prior to filling such vacancy or newly created positions.

Section 18.2 Promotions in Public Works

Promotions within the public works department shall be made on the basis of seniority, ability and minimum qualifications. In the event the senior employee meeting the qualifications is denied the position, reasons for the denial shall be given in writing to such employee and the Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the grievance procedure. Job vacancies will be posted for a period of seven (7) days setting forth the requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven-day posting period.

Section 18.3 Promotions in Other Departments

All other promotions within the unit shall be made on the basis of qualifications and abilities as listed in the job description. Seniority shall be the deciding factor when qualifications and abilities are equal.

Section 18.4 Trial Period After Demotion, Transfer or Promotion

Following a demotion, transfer or promotion, a ninety (90) day trial period will be observed. During this trial period, the Employee shall have the opportunity to revert back to his/her former classification, or if the Employee is deemed unsatisfactory in the new position, he/she may be returned to his/her former position at any time during this period.

Notice and reasons shall be submitted in writing by the Employer to the Employee. The matter may then become a proper subject for the Grievance Procedure but shall not be considered a demotion reflecting disciplinary action. At the end of the ninety (90) day trial period, in the case of an employee with a borderline performance, upon notification to the Union, the trial period may be extended by the Employer for another ninety (90) days or portion thereof the ninety (90) days.

Section 18.5 Rate of Pay During Trial Period

During the trial period, Employees will receive the rate of pay for the job they are performing.

Following a demotion, an employee shall move to the corresponding pay grade on the exact step the employee was placed in the higher classification. Following a lateral transfer, an employee's wage will remain the same. Following a promotion, an employee shall receive the first step of the higher classification or realize a 5% increase, whichever is greater.

Section 18.6 Part-Time Employees

For purposes of seniority for part-time employees, part-time employees shall earn seniority based on the average number of hours worked per year in comparison to hours worked per year for full-time employees. (For example, if a part-time employee worked 1040 hours/year (20 hours/week average) they would earn 6 months seniority in comparison with a full-time employee who works 2080/year (40 hours/week) would earn 1 year seniority.

SECTION 19 - HEALTH AND SAFETY COMMITTEE

Section 19.1 Representatives

The Union recognizes the existence of a city-wide Health and Safety Committee. The City agrees that the Health and Safety Committee shall include two representatives from the Union, to be appointed by the Union. The Health and Safety Committee shall comply with and implement the requirements of MIOSHA, 1974.

Section 19.2 Review of Accidents and/or Incidents

The Ypsilanti Health and Safety Committee shall review the accident or incident and shall the Committee deem that through carelessness or misuse of equipment the accident or incident occurred, the procedure stated in the preceding discharge and discipline section (Section 14) of the contract will be followed.

Employees shall follow the rules and procedures established by the Health and Safety Committee to ensure employee health, well being and safety.

Section 19.3 Emergency Situations

An employee shall contact a chief representative of the Committee and report a piece of equipment and/or practices are dangerous and should not be performed. The chief representative shall then be responsible for determining whether or not the complaint is substantiated and should be arrested.

The Chief Representative from DPW/Environmental Services/Clerical shall immediately contact the Committee representative from the Personnel Department to have an emergency meeting with the City Manager regarding unsafe equipment and/or practices. If the meeting cannot be held within 24 hours of the request, the equipment and/or work practice in question shall be arrested until the City Manager issues a directive.

Employees shall not face disciplinary action for presenting a safety concern.

SECTION 20 - SUPPLEMENTAL AGREEMENT

All supplemental agreements and Letters of Understanding shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union. It shall be required, however, for either party to bargain and negotiate any supplemental agreements in areas either covered or not covered by this contract during its life.

SECTION 21 - LAYOFF AND RECALL

Section 21.1 Layoffs of Temporary and Probationary Employees

Prior to the laying off of any regular employee, temporary, probationary employees within the bargaining unit shall be laid off.

Section 21.2 Notice of Layoffs

When the Employer determines there is to be a layoff, employees who are scheduled to be laid off shall be given written notice not less than thirty (30) calendar days prior to the effective date of layoff. The Employer shall also furnish the Union President, not less than thirty (30) calendar days prior to the effective date of the layoff, a written notice of the name, seniority, job classification, and department of employees holding job classifications scheduled to be eliminated.

Section 21.3 Layoff Procedure

In the event of layoffs due to lack of work, funds or elimination of classifications or jobs, layoffs will be made across the bargaining unit in the affected classifications in inverse order of seniority. An employee laid off under this provision shall have the option of replacing through a bumping procedure. The employee has the right to bump the least senior person in the same job classification. If the employee is the least senior person in that job classification, they have the right to bump the least senior person in the next lower job classification. The employee will follow this bumping procedure until they have been placed in a new job classification or have exhausted all bumping options and are laid off. It is understood that the employee shall have minimum qualifications, as stated in the job description, to perform the duties of the employee they replace.

No bumping shall be permitted by any employee whose job has not been affected.

No bumping shall be permitted by a laid off employee to secure a higher rated job.

Section 21.4 Recall Procedure

The City agrees that any employee so laid off shall be recalled in the inverse order of layoff, subject to the same qualifications utilized in the layoff procedure. Notice of recall shall be sent by restricted delivery certified mail, to addressee only, to the employee's last known address as shown on the Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within five (5) consecutive working from date of receipt of recall notice. Employee's signature shall define receipt of recall notice. Employee shall return to work within ten (10) consecutive working days, from date of intent notice, or his/her employment shall be terminated without recourse to this agreement.

Employees shall maintain recall rights for a period of three (3) years. This clause will apply to those employees laid-off.

If an Employee is laid off, they will receive any unused vacation credit.

SECTION 22 – RATES FOR NEW JOBS

Section 22.1 Notification of New or Changed Job

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify and meet with the Union to discuss the new job, prior to the posting of the new job

Additionally, when current job classifications are changed, the Employer will notify and meet with the Union to discuss the changes, prior to the changes taking effect.

Section 22.2 Rates for New Jobs

The City shall have the right to establish pay rates for a new job until such rates can be negotiated with the Union. Pay rates for new jobs will be negotiated within 30 days of the position being filled. Changes in rates through negotiations will be retroactive to the start of the classification.

SECTION 23 –TEMPORARY EMPLOYEES

Section 23.1 Length of Position

Temporary employees are defined as employees hired to fill bargaining unit positions for a duration not to exceed ninety (90) days unless consented to by the Union.

In the case where temporary employees are hired to fill vacancies resulting from leaves of absences of bargaining unit positions the duration of the temporary status may be extended beyond ninety (90) days until the termination of such leave.

Section 23.2 Benefits and Overtime Eligibility

Temporary employees shall not be entitled to benefits under this union contract and will not be required to pay union dues.

Temporary employees shall not be eligible for overtime unless all Union personnel have exercised their overtime options.

No Temporary employee shall be hired to fill any vacancy while there are Union employees on layoff or to fill a position that has been eliminated.

Section 23.3 Designation of Temporary Employees

All employees hired as temporary employees shall be so designated and at the time of hire and at the time of termination the names of the temporary employees will be available to the Union.

If a temporary employee is subsequently hired into the bargaining unit, his/her seniority date will be the date he/she was hired into the bargaining unit and the probationary period will begin at that time.

SECTION 24 - TEMPORARY ASSIGNMENTS

Section 24.1 Definition

A temporary assignment is defined as a vacancy due to an employee on vacation, medical/personal/family leave, etc. or for the purpose of accomplishing work assignments.

Section 24.2 Posting Requirements

Temporary assignments with an anticipated duration of at least two weeks at 40 hours a week shall be posted. Positions not posted shall be offered on a day-to-day basis by seniority (Department of Public Works only).

Section 24.3 Filling Assignments

Assignments shall be granted on the basis of minimum qualifications and abilities as stated in the job description. Seniority will be a deciding factor in the event of a tie for an upgraded position. Assignments can be refused by an employee. If no employee takes an available assignment, then the lowest seniority person will be chosen.

Section 24.4 Rate of Pay

Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. A public works employee receiving a temporary upgrade to a higher classification will move to the corresponding grade on the exact step the individual is currently placed. To compute the temporary upgraded amount for all other union employees, the employee will be placed on the higher classification grade at step one or receive a 5% pay increase whichever is greater.

Employees required to work in a higher classification shall be paid the rate of the higher classification for each hour worked, with a guarantee of a minimum of three hours pay in the higher classification.

SECTION 25 – SEASONAL EMPLOYEES

Section 25.1 – Employment

The employer will be allowed to supplement the work force with Seasonal Employees providing no DPS workers are laid off. Seasonal employees are defined as those that are hired to a position of a limited duration, mutually agreed upon by the Union and the City, to temporarily supplement the work force or complete a project.

Section 25.2 – Benefits and Overtime Eligibility

Seasonal employees shall not be entitled to benefits under this union contract and will not be required to pay union dues.

Seasonal employees shall not be eligible for overtime unless all Union personnel have exercised their overtime options.

No Seasonal employee shall be hired to fill any vacancy while there are Union employees on layoff or to fill a position that has been eliminated.

25.3 - Designation of Seasonal Employees

If a Seasonal employee is subsequently hired into the bargaining unit, his/her seniority date will be the date he/she was hired into the bargaining unit and the probationary period will begin at that time.

SECTION 26 - TRANSFERS OUT OF BARGAINING UNIT

Section 26.1 Impact on Seniority

If an employee accepts a position under the Employer not included in the bargaining unit, his/her accumulated seniority shall be frozen as of the day the employee leaves the unit.

Section 26.2 Returning to the Bargaining Unit

In the event the employee returns to the bargaining unit, the following shall apply:

1. The employee has the right to bump the least senior person in the same job classification he/she occupied prior to leaving the bargaining unit, providing that employee has less seniority than the returning employee.
2. Salary benefits shall be commensurate with the current contract.

SECTION 27 - VETERANS

Section 27.1 Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge of ninety (90) days after hospitalization continuing after discharge.

Section 27.2 Probationary Employees

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus thirty (30) days.

Section 27.3 Limits of Applicable Laws and Regulations

Except as hereinbefore provided, the reemployment rights of Employees and probationary employees returning from military leave will be limited to applicable laws and regulations.

SECTION 28 - TOUR OF DUTY LEAVE FOR MILITARY RESERVE AND NATIONAL GUARD MEMBERS

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City, when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted for a maximum of two weeks per year.

SECTION 29 - LEAVES OF ABSENCE

Section 29.1 Family and Medical Leave Provision

An employee who, due to personal illness, illness in his/her immediate family (to include spouse, children of the employee, or parent of the employee) or accident, other than illness or accident compensable under the Michigan Worker's Compensation Laws, is physically unable to report for work may be given a leave of absence, at the employee's request, not to exceed one (1) year, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence. The

Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer. No other employment shall be permitted during a leave of absence due to illness except with approval of the Employer.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

The employee prior to or immediately upon commencement of the leave will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status no additional leave accruals will be earned. Seniority is retained, but not earned while on "without pay" status.

The Employer agrees to continue payment of health insurance for a total of one (1) year, beginning with the date the leave commences.

Section 29.2 Maternity Leave

Paid sick leave may be used during the disabilities caused by or contributed to by childbirth and recovery therefrom (including the periods of gestation--pregnancy, hospitalized time, and the release from the doctor). A medical leave of absence without pay (after all leave banks have been exhausted) may be granted for a period not to exceed the gestation and hospitalized time and the release by the doctor. A maternity medical leave will be treated like any other medical leave, without loss of seniority rights. However, seniority is not earned while on "without pay" status.

The Employer will continue to pay for health benefits for the duration of the approved leave.

Section 29.3 Parental Leave

A parental leave for the purpose of caring for a newborn infant, or newly adopted infant, will be granted for a period not to exceed twelve (12) weeks duration. This leave shall be without pay, although the employee will retain their seniority rights and the Employer will continue to pay for health insurance. However, seniority is not earned while on "without pay" status.

Section 29.4 Special Educational Leave of Absence Without Pay

A regular full-time employee may be granted leave without pay for a period not to exceed six (6) months, if approved by the City Manager for educational development, which is considered to be job related, or in the best interest of the City service. An employee will be permitted only one six (6) month leave in a twenty-four (24) month period of time. This leave is granted without benefits.

Section 29.5 Special Leave for an Elected Position (Union or Governmental)

A special leave without pay or benefits will be granted for a period not to exceed two (2) years, to serve in an elected position. Seniority will be retained, but is not earned while on "without pay" status.

SECTION 30 - VOLUNTEERS

The City may utilize volunteers for special projects/events, for work that would fall outside the regular AFSCME activities (e.g., Adopt-A-Street, City-wide special cleanups, beautification projects, and painting projects). The City will inform the Union of any pending or upcoming events utilizing volunteers.

The parties recognize during the collective bargaining process that the employer has established budget problems. Because of the budget constraints, the City is exploring the option of providing "guardianship" of Frog Island and Riverside Park to the Depot Town Community Development Corporation (DTCDC). The City is also exploring the use of other volunteer entities (i.e. volunteer groups or neighborhood associations) to take "guardianship" of other parks as needed.

When the contract for the "guardianship" is executed and becomes effective, AFSCME agrees that the City can use volunteers, contractors, seasonal and temporary workers to maintain work in any park that has been released to a "guardian." As long as the employer continues to provide "guardianship" of Frog Island and Riverside Park, or other parks, to the CDC or other volunteer entities, then this provision will remain in full force and effect.

In the event an arrangement between the City, the CDC or other volunteer entities no longer exists, then the work that was historically performed by AFSCME parks maintenance will return to the bargaining unit.

Under no circumstances is the employer to manage subcontractors to maintain the Parks.

SECTION 31 – CONTRACTUAL WORK

- A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations, the City intends always to keep the interest of the City's employees in mind.

- B. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

- C. In cases of contracting or subcontracting, including renewal of contracts, affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

SECTION 32 - EDUCATION AND TRAINING REIMBURSEMENT

The City may pay the cost of tuition and books for courses completed at college, university or training seminars. The employee must receive prior approval from the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employee's work and City services. Approval may also be denied if there are budget restraints. Approval may be rescinded for budget restraints if done so prior to the employee enrolling or expending any funds.

Upon certification or a passing grade of C or better and verification of payment the employee may be reimbursed for tuition and books for that course.

The City shall not duplicate other financial support.

SECTION 33 - SICK TIME

Section 33.1 Accumulation of Time

Employees hired before July 1, 2013, shall accumulate one (1) sick leave day or 8 hours per completed month of service not to exceed twelve (12) days or 96 hours per year.

Employees hired on or after July 1, 2013, shall accumulate 4 hours per completed month of service not to exceed six (6) days or 48 hours per year.

An Employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

Section 33.2 Payout of Accumulated Time

For employees hired before July 1, 2013, at the time of retirement from employment with the City or upon the death of an Employee, 75% of any unused sick leave will be paid at the prevailing rate at time of retirement or death. For employees hired on or after July 1, 2013, at the time of retirement from employment or upon the death of an Employee, 50% of any unused sick leave will be paid at the prevailing rate at time of retirement or death.

Section 33.3 Charges Against Credits

Charges against sick leave credits shall apply as follows:

1. An employee shall be entitled to charge sick leave credits for time off due to illness. The employee shall inform his/her department head of such illness in advance of their starting time. The Employer shall have the right to request a medical certificate after the employee's third consecutive absence. Further, the Employer may at its expense, require an additional medical examination from a physician chosen by the City.
2. When an employee continues to be off work, and has exhausted all available leave credits so they are in "without pay" status, the employee does not earn sick or vacation credits.

Section 33.4 Illness in Immediate Family

An employee may be entitled to charge sick leave days, for illness in their immediate family. Sick leave time for a family member in excess of three (3) days may be subject to verification by medical certificate of illness. For this section immediate family is defined as husband, wife, children, or any member of the employee's family who lives with the employee.

Section 33.5 Part-Time Employees

Part-time employees earn sick leave compensation on a prorated basis.

SECTION 34 - PERSONAL LEAVE

Section 34.1 Personal Leave Days

All employees shall be entitled to charge up to five (5) leave days per year for personal business. Personal leave days shall be requested prior to the personal leave day, exceptions will be made in emergency situations where prior notice cannot reasonably be given. Personal leave shall be used in increments of one (1) hour or more.

The personal leave days are noncumulative and are not to be paid for if not used during the fiscal year. Forty (40) hours (5 days) of personal leave will be credited to each employee at the beginning of the fiscal year, July 1.

Section 34.2 New Hire's Calculation

New hire's personal leave time will be credited on a pro-rated basis according to their date of employment. For example - An employee earns 1.54 hours (40 hours/26 pay periods) per biweekly pay period. Employee's date of employment is January 1. There are 13 pay periods left till July 1; (13 X 1.54 hours = 20.02 hours). The new employee would be credited 20.02 hours of personal time to use during the remaining fiscal year.

SECTION 35 - VACATION LEAVE

Section 35.1 Accumulation of Time

All permanent full-time employees hired before July 1, 2013, shall be entitled to vacation time with pay under the following schedule.

Up to four years of service	96 hours (12 working days)
Five years to nine years	120 hours (15 working days)
Ten years to fourteen years	144 hours (18 working days)
Fifteen years to nineteen years	160 hours (20 working days)
Twenty years and over	200 hours (25 working days)

All permanent full-time employees hired on or after July 1, 2013, shall be entitled to vacation time with pay under the following schedule.

After six months of service	80 hours (10 working days)
Five years to nine years	120 hours (15 working days)
Ten years to nineteen years	144 hours (18 working days)
Twenty years and over	160 hours (20 working days)

The anniversary date of service, for the purpose of the above schedule, shall be the employee's original date of hire.

Section 35.2 Granting of Time

A new employee shall not be allowed to take vacation leave until completion of their probationary period, although they will accumulate days.

Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficiency of the operation of the department concerned.

Vacations are encouraged by management to be taken in a period of consecutive days (two or more days at a time). However, one day or half day vacations may be granted at the discretion of the supervisor. Employees cannot utilize vacation leave in less than four-hour increments.

Section 35.3 Time Over 240 Hours

Employees will be allowed to accumulate more than 240 hours during the fiscal year, but at the end of each calendar year they must have the balance at or below 240 hours. The purpose of this is to encourage employees to take vacation time off. In the event available vacation is not used by the end of the calendar year, employees will be cashed out for any hours over 240 in January. Therefore, hours in excess of 240 will not carry over to the next calendar year.

Section 35.4 Illness During Vacation

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled.

Section 35.5 Pay During Vacation

Employees will be paid their current rate of pay based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement, during vacation leaves.

Section 35.6 Vacation Cash-Out

Employees hired before July 1, 2013, will have the ability to cash in 40 hours of vacation time once per year providing they have the time in their vacation time bank.

Employees hired on or After July 1, 2013 shall not be able to cash-out their vacation time.

Section 35.7 Holidays During Vacation

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 35.8 Part-Time Employees

Regular, part-time employees earn vacation leave compensation on a pro-rated basis as set forth in their hours of work.

Section 35.9 Early Check Requests

Should a regular payday fall during an employee's vacation the employee must request through their supervisor or department head to the Controller's Office to receive their check in advance. Such request shall be submitted two weeks prior to the advance. Early check requests will not be granted from June 15-July 15, or during the month of December.

Section 35.10 Separation of Employment During Probationary Period

An employee, who resigns or is terminated before completing their probationary period, shall not have any accumulated vacation hours cashed out.

SECTION 36 - FUNERAL LEAVE

Section 36.1 Funeral Leave

An employee shall be allowed four (4) working days as funeral leave not to be deducted from sick or vacation leave, for a death in the immediate family.

Section 36.2 Definition of Immediate Family

Immediate family is defined as: employee's natural mother, father, brother, sister, grandparents, grandchildren, , natural or legally adopted daughter, son, step-parents, stepchildren, spouse, father/mother-in-law, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or member of employee's own household not covered by immediate family. Special consideration for one day of paid bereavement leave to attend the funeral will also be given to any other person whose association with the employee was similar to any of the above relationships (i.e., companion, aunts, uncles, same domicile).

Section 36.3 Time if Unable to Attend Funeral

In the event through the employee's own volition or circumstances, employee cannot attend the funeral services they will only be allowed one (1) funeral leave day not to be deducted from sick or vacation leave.

Section 36.4 Additional Time

If additional time off is needed, employees can arrange with the approval of their department head to use accumulated vacation, sick or personal leave time.

SECTION 37- HOLIDAYS

Section 37.1 Designated Holidays

The City shall afford the employees of this bargaining unit hired prior to July 1, 2013 with the following paid holidays (total of twelve (12) holidays):

New Years Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

Day before or after Christmas and New Years Day, as determined annually by the City Administration. Due consideration will be given to favor the employees receiving the most consecutive days off.

The City shall afford the employees of this bargaining unit hired on or after July 1, 2013 with the following paid holidays (total of eleven (11) holidays):

New Years Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	
Day before or after Christmas and New Years Day, as determined annually by the City Administration. Due consideration will be given to favor the employees receiving the most consecutive days off.	

Section 37.2 Pay for Holidays

Employees will be paid for these holidays at their current rate based on an eight (8) hour day for said holiday.

Any employee absent without authorized leave with pay on one or both his/her scheduled work days immediately preceding or following the holiday shall not be compensated for the holiday.

An employee who shall be required to work any portion of the holidays listed in this section shall be paid double their prevailing rate of pay plus the holiday pay at straight time.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

Section 37.3 Part-Time Employees

Regular part-time employees as defined in this contract shall be eligible for holiday pay on a prorated basis as set forth in their hours of work.

Section 37.4 Christmas/New Years Vacation Closing

The City may close certain departments or operations for a period near or during the weeks of Christmas and New Years. The City will offer affected employees the opportunity to use their accumulated vacation, personal, sick or compensatory time for compensation during this period. Employees not using accumulated time may request time off without pay and still receive pay for the holidays.

If bargaining unit work is to be performed during this period, the City shall schedule employees who would normally perform that work in the affected department without using a bumping procedure. If employees called back during this period refuse the work, the City shall be allowed to schedule supervisory personnel to perform their duties.

Section 37.5 Employees' Birthdays

Employees hired prior to July 1, 2013, must take their birthday holiday within three calendar days of the employee's actual birthday.

SECTION 38 - ACT OF GOD

Employees will not be charged benefits (accumulated leave time) due to City's closure as a result of circumstances caused by Acts of God.

SECTION 39 - HOURS OF WORK

Section 39.1 Shift Premium and Hours

The regular week shall consist of 7 consecutive days commencing at 12:00 a.m. on Saturdays for pay purposes. The regular workweek will consist of forty hours per week.

The regular full working day shall consist of eight (8) hours per day exclusive of (30) minutes off for lunch for public works and environmental services employees and (60) minutes off for lunch for all other union employees.

Employees may take a "break" in the a.m. and also a "break" in the p.m. or in the first half and second half of their regular shift, whichever may apply.

All employees who work on the basis of the second or third shift shall receive, in addition to their regular pay for the pay period, \$.50 per hour premium pay as additional compensation.

The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

Section 39.2 Late for Work

Employees late for work shall be docked the amount of time they are late.

Section 39.3 Pay Periods

Public Works and Environmental Services - regular part-time employees are paid on a forty (40) hour weekly pay period.

Clerical and Parking Enforcement employees are paid on an eighty (80) hour biweekly pay period.

Section 39.4 Part-Time Employees

Regular part-time employees will be assigned hours at the department head's discretion and as set forth in the budget appropriations.

SECTION 40 - CALL BACK PAY

An employee who has left his/her normal place of work for his/her residence and is called back for overtime work, shall be compensated for such overtime in accordance with Section 40; provided that they shall be compensated for at least four (4) hours and, further provided, that this compensation shall cover all work performed for the City within the four hour period starting at the time of the receipt of call.

SECTION 41 - OVERTIME**Section 41.1 Time and One Half**

Time and one half will be paid as follows:

1. For all hours over 8 in one day.
2. For Saturday as such (except when provided otherwise by mutual agreement).
3. For hours in excess of 40 hours per week.

Section 41.2 Double Time

Double time will be paid as follows:

1. For all hours worked on Sunday.
2. For all hours worked on holidays that are defined in this agreement in addition to holiday pay.

SECTION 42 - OVERTIME SYSTEM FOR PUBLIC WORKS AND ENVIRONMENTAL SERVICES EMPLOYEES

Section 42.1 Equalization of Overtime

It is agreed the following system shall be established to provide assurance of equalization of overtime. Each year, (on July 1) a list in seniority order shall be drawn up for each classification within each Division. To begin each year, overtime shall be offered to the senior employee within each classification and each Division. Should the employee decline the overtime, it shall be recorded as if the employee worked and the City shall offer the overtime to the next employee in line. Once the employee has worked or refused the overtime, the employee shall be placed at the end of the list.

If more employees are still needed to work, the City may ask employees in another classification within the same Division. If there is still a shortage of employees after all the employees in the Division have been asked, the City may ask employees in another Division, by asking the person with the least amount of overtime in that division.

It is further agreed that, should this system not correct the disparity of overtime hours worked by each employee, a special conference will be called to review the procedure and negotiate a new system.

The overtime call list shall be posted in a conspicuous place so employees may know when they are next in line for overtime.

Section 42.2 24-Hour Notice for Scheduled Overtime

Employees will be given a 24-hour advance notice of scheduled overtime. If an employee is not given a 24-hour advance notice of scheduled overtime and they decline the overtime, it shall not be recorded as if the employee worked.

Section 42.3 Eligibility for Overtime

For payroll purposes, the City considers a day to run from midnight to midnight. If an employee leaves work early or is on paid time off for a workday, that employee will not be eligible for a callout until midnight that day. If that employee is contacted for a callout at midnight or after that day and turns down the callout, he/she will be charged for the time.

Section 42.4 Overtime During Temporary Assignments

Employees who are temporarily assigned out of their permanent classification shall maintain seniority in their permanent classification. A temporarily assigned employee may work overtime in the temporary classification but shall be placed at the end of the overtime list on the date of appointment, if the assignment is to continue for over five working days. No employees shall lose their earned hours in their permanent classification caused by a temporary upgrade.

Section 42.5 Supervisors Performing Bargaining Unit Work

It is not the intention of the employer to deprive any employee of work by assigning union work to a supervisor in lieu of overtime work for a union employee. However, it is understood and agreed that supervisors are specifically permitted to work in cases of emergencies, when there is a shortage of qualified help.

Section 42.6 Winter Overtime List

There shall be a Winter Overtime List as follows:

1. Employees shall be allowed to voluntarily sign-up for a Winter Overtime List which shall be in effect from November 1 of a calendar year through March 31 of the next year. The list shall be in seniority order.
2. Employees on the Winter Overtime List shall be contacted first in the event that call-in overtime is necessary during the time that the List is in effect. Employees on the Winter Overtime List will be offered overtime in descending order of seniority on a rotating basis. However, the City may skip employees on the list in order to arrange for a heavy equipment operator or mechanic as necessary.
3. The City shall attempt to contact employees on the List by using a number provided by the employee. An employee shall not be called if he/she is on a pre-approved vacation, a pre-approved leave, or if he/she used sick time the shift prior to when the overtime is offered.
4. Employees who sign up for the Winter Overtime List shall be required to respond and work the assigned overtime at least 75% of time on which the City attempts to contract them over the entire November 1 to March 31 season, provided that he or she is called at least six times. Employees violate this provision may be subject to discipline in accordance with the terms of this Agreement.
5. Overtime equalization shall not apply to the Winter Overtime List.

After attempting to contact the employees on the Winter Overtime List twice, the City shall attempt to contact the other union employees through the overtime equalization protocol if there is still a need for additional employees.

After the City has attempted to contact all employees at least twice, the City shall have the right to use non-union employees or contractor(s) to provide additional assistance.

The City and the Union agree to meet no later than April 30, 2014, to discuss the effectiveness of the Winter Overtime List.

SECTION 43 - OVERTIME SYSTEM FOR CLERICAL, PARKING ENFORCEMENT EMPLOYEES

Section 43.1 Eligibility for Overtime

Overtime will be permitted only when the department head gives prior authorization. Provided an employee is qualified to perform the necessary job tasks, overtime work will be assigned on an equitable basis for all employees within the individual department. Should an employee be requested to work overtime and the employee declines the overtime it shall be recorded as his/her opportunity to work and the City shall offer the overtime to the next employee in line. The employee declining the overtime shall be placed at the end of the list, as if they worked the time. If no employee is available, employees in similar classifications from other departments may be offered the overtime.

SECTION 44 - COMPENSATORY TIME

An employee may elect to receive compensatory time off in lieu of monetary compensation subject to employer approval. Once such a selection is made by the employee it may not be reversed. Compensatory time will be earned in accordance with the Fair Labor Standards Act. Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off in any one fiscal year. If over the eighty hours of compensatory time is earned the employee must either select to receive the overtime pay or use the compensatory time off within the pay period that it was earned. Compensatory time shall be scheduled in advance with the approval of the department head.

SECTION 45 - UNIFORM AND EQUIPMENT REQUIREMENTS

Section 45.1 Uniforms and Equipment

It is agreed that the City shall furnish all uniforms and equipment that the City deems necessary in the performance of job assignments. Effective July 1, 2010, all Parking Enforcement Officers will be provided dry cleaning service for their uniforms.

Section 45.2 Winter Gear Allowance

Effective July 1, 2013, the City will pay \$400 in the first paycheck in October for the purpose of purchasing appropriate winter gear, for Department of Public Services employees and Parking Enforcement Officers.

SECTION 46 - BULLETIN BOARDS

Section 46.1 Use of Bulletin Boards

The Employer will provide bulletin boards in each building, which may be limited to use by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of meetings.

SECTION 47 - JURY DUTY

Section 47.1 Jury Duty or Witness Pay

An Employee who loses time from his/her assigned schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid the difference, by the City, between jury duty or witness fees and the employee's regular City pay. The employee will turn the witness or jury fee over to the City. The City will issue the regular paycheck, thus effectively paying only the difference.

Section 47.2 Notice of Jury Duty

The employee shall give reasonable notice, when possible and written verification to his/her immediate supervisor. Upon completion of jury duty employees should report to their supervisor for assignment, for completion of the workday, if at least (4) hours of the workday remain. Reasonable time will be afforded for changes of attire where applicable.

SECTION 48 - MILEAGE

When an employee is required by the Employer to provide their own transportation, as part of an assignment, exclusive of travel back and forth to work location, the employee will be reimbursed mileage at the current rate as established by the state of Michigan travel policy which is updated every October.

SECTION 49 - HOSPITALIZATION MEDICAL COVERAGE

Section 49.1 Medical Coverage

Employees who elect health insurance coverage will be covered by a Blue Cross/Blue Shield Community Blue PPO plan. The City may utilize a medical wrap program(s) facilitated by EHIM and/or other provider(s).

Effective July 1, 2008, the office visit co-pay will be \$30. The prescription co-pay of \$10/\$20 will begin 60 days after ratification of the AFSCME Contract and will remain in effect for the term of this Agreement. However, any new employees hired on or after July 1, 2010, will have a \$10/\$40 prescription co-pay.

Effective July 1, 2013, the dental coverage will be 100% preventive/80% basic services/80% major services.

All employees hired prior to July 1, 2010, along with their dependents will be afforded the benefit of dental and eye care. Any employee hired on or after July 1, 2010 will no longer have vision coverage provided to them or their dependents at the expense of the City, but shall have the option of joining the City's vision plan at their own expense through payroll deduction. However, dental coverage will be provided to those hired on or after July 1, 2010.

Employees receiving City paid Health care benefits will pay a member contribution based on the provisions of PA 152 of 2011, which could include:

- Hard cap limitation as set by law and are subject to change, or
- 80/20 percent payment option.

The City Council will vote annually to determine what this contribution will be at which time the Mayor or his/her designee will discuss the outcome of this decision with the Union.

For the 2013-14 fiscal year, the City Council has elected the 80/20 percent payment option.

Under the provisions of PA 152, management has the right to determine how these contributions will be allocated.

Those employees hired on or after July 1, 2013, who have an annual base wage of \$40,000 or more shall have a deductible of \$250 for single coverage or \$500 for two-person and family coverage.

The City will offer a Flexible Spending Account (FSA) for employees. The City will no longer contribute to employee's FSA account at the start of each fiscal year. Employees may make their own contributions to his/her FSA account pursuant to the terms of the plan. FSA's can be used for office visits, deductibles, Rx co-pays, over-the-counter drugs and much more (According to the list provided by the IRS Rules & Guidelines). Over-the-counter drugs will no longer be included unless a physician writes a prescription for the over-the counter item.

Section 49.2 Modification of Insurance

Upon mutual agreement of the union and the City, either the nature of health and medical insurance or the insurance carrier may be changed.

Section 49.3 Continuation of Health Insurance During Medical Leave

In the case of an employee suffering a prolonged illness which results in his/her using up all of their sick and vacation leave, the City agrees to continue the payment of health insurance as provided in this section for one year beyond the date of the expiration of such leave time, during the continued disability.

Section 49.4 Waiver of Health Insurance

Employees may, with proper verification of alternate coverage and signed waiver, receive a payment in lieu of health care coverage. The coverage specifically waived is health care.

A single waiver will receive \$2000/yr., a two-person waiver will receive \$4000/yr. and a family waiver will receive \$5000/yr. payable in arrears in two equal payments in June and December. A waiver can only be submitted in December of each year effective for the following calendar year.

Re-enrollment to city coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be pro-rated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment the payment will be pro-rated for actual months of waiver period. For the purpose of defining a month a person working on or after the 15th day shall be considered employed for the month.

It is understood that this section does not alter COBRA requirements of the employer and employee.

Section 49.5 Part-Time Employees

Less than 40 hours - Employees as defined will be provided single medical and dental insurance coverage paid by the city with the option to select additional dependent coverage as a payroll deduction.

20 hours or less - Employees as defined will be provided single medical insurance coverage with one half the premium paid by the city and the balance paid by the employee as a payroll deduction. The employee may elect not to have this coverage.

The employer will not provide insurance coverage for employees hired after July 1, 2007.

Section 49.6 Disability Insurance

The City will research the possibility of disability insurance at a later date with the option to acquire these benefits for the union.

SECTION 50 - PHYSICAL EXAMINATION AND CDL DRUG TESTING

All employees shall, at the City's direction and expense, have a physical examination, chest x-ray and electrocardiogram, periodically. All public works employees shall have this examination every two years as requested by the City. All employees shall sign a release making available to the Personnel Administrator a report of the physical examination.

All employees shall take reasonable self-help measures to comply with the recommendations of the examining physician or physicians.

All employees required to hold a CDL will follow all the rules, guidelines and policies as stated in the Federal and State Guidelines and the City's Drug Free Workplace Policy.

SECTION 51 - RETIREMENT

Section 51.1 Retirement Program

For employees hired on or before July 1, 2010, effective January 1, 2006, the parties agree to participate under the Michigan Employees Retirement System B-4 Plan, with the following riders: FAC-3, F50/25 and F55/15, for all retirements effective after that date.

All AFSCME employees hired after July 1, 2010, upon retirement, will have a 2% multiplier for their pension. For those employees hired on or after July 1, 2013, the years of service and age requirements shall be as follows:

<u>Years of Service</u>	<u>Age</u>
25	55
10	60

The employees agree to maintain payroll deductions of 5% of wages toward retirement. In addition to this payment, if and when the actuary determines that City revenues are needed to contribute to the retirement system, the employees agree to pay for 50% of that amount.

Section 51.2 Retirement Notification

Employees desiring to retire shall make their intentions inclusive of an effective date (month and year) known in writing (30) days notice. Please note that longer notice of 90 days would ensure enough time for MERS to place you on the retirement payroll.

Section 51.3 Payment for Vacation Time

If an Employee retires, they will receive any unused vacation credit.

Section 51.4 Retiree Health Insurance

For employees hired before July 1, 2007, the following shall apply:

Retirees will be eligible for health insurance coverage through the Blue Cross/Blue Shield Community Blue PPO plan, including medical wrap(s), provided to active employees under this Agreement. The City agrees to pay the cost of the insurance premiums for the retiree and eligible dependents according to the schedule listed in the next paragraph.

Employees retiring (or deferring retirement) with ten years of service, but less than 15, shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only. Employees with 15 years of service, but less than 20, shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only. Employees with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree, and the City will contribute \$175 per month toward the retiree's spouse/dependent insurance. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements.

Retirees must be at least age 50 when separating from active employment, and actually be receiving a MERS pension, to be eligible for the benefits listed above.

Upon mutual agreement between the City and the Union, either the nature of the health and medical insurance, or the insurance carrier, may be changed. It is agreed that current retirees shall follow the provisions as set forth on the date of their retirement.

Employees hired on or after July 1, 2007 will be eligible to receive retiree health insurance coverage according to the provisions set forth below:

Employees retiring (or deferring retirement) with less than 20 years of service shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only. There will be no spousal contribution.

Employees retiring with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only. There will be no spousal contribution. However, upon the death of the retiree, the City will provide the retiree's surviving spouse with the same coverage that the retiree was receiving before his/her death.

Upon retirement, such employees will be covered by the same medical, dental and optical plan provided to current active AFSCME employees. In no event shall the coverage for such retirees exceed the coverage offered to active employees.

Retirees must be at least age 50 when separating from active employment, and actually be receiving a MERS pension, to be eligible for the benefits listed above.

Upon mutual agreement between the City and the Union, either the nature of the health and medical insurance, or the insurance carrier, may be changed.

Employees hired on or after July 1, 2010, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the City will provide a Health Care Savings Account for new hires and will contribute \$150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

- 3 Years - 25% of HCSA can be retrieved by employee upon separation
- 5 Years - 50% of HCSA can be retrieved by employee upon separation
- 7 Years - 75% of HCSA can be retrieved by employee upon separation
- 10 Years - 100% of HCSA can be retrieved by employee upon separation

Contributions from Employees: No contribution

Section 51.5 Enrollment in Medicare Parts A&B

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage and any Medicare costs are the responsibility of the retiree.

Section 51.6 Waiver of Retiree Health Coverage

If a retiree is covered under another health and dental insurance policy, with proper verification and signed waiver, the retiree may receive payment in lieu of health and dental insurance, according to the following schedule:

1. Single Coverage - \$750/year
2. Two Person Coverage - \$1,000/year
3. Family Coverage - \$2,000/year

Payable in arrears semi-annually in June and December.

Reenrollment to City coverage can be accomplished during the open enrollment period annually or immediately, if other coverage is terminated, as provided in City coverage reenrollment contracts. Upon reenrollment, the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

SECTION 52 - WORKER'S COMPENSATION (ON THE JOB INJURY)

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an Employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, minus any appropriate deductions (based on forty (40) hours) for a period not to exceed one (1) year. If the Worker's Compensation leave exceeds one (1) year, the employee will receive the State mandated portion for the duration of the leave. While on Worker's Compensation leave, employees will continue to receive their paycheck from the City, not the insurance carrier.

Employees will continue to receive their benefits as afforded by the collective bargaining agreement.

SECTION 53 - LIFE INSURANCE COVERAGE

Section 53.1 Active Employees

The Employer agrees to provide \$60,000, 24-hour coverage double indemnity term life insurance for each Employee, to be paid by the Employer. Regular part-time employees will not be afforded this coverage.

Section 53.2 Retirees

Retirees shall have the option of continuing under the City's current life insurance policy electing up to \$5,000 coverage with the City paying for the insurance premium. It is understood that either party can cancel the retiree insurance with a 30-day notice.

SECTION 54 - RATIFICATION

It is mutually agreed that the parties will submit this agreement to the employees of the bargaining unit and City Council respectively with an effort by both parties to secure ratification of this agreement.

SECTION 55 - MONETARY COMPENSATION PLAN

Section 55.1 Salary Schedule

The attached salary schedule shall form a part of this agreement and will be in effect for the term of this Agreement, unless otherwise provided for in this contract.

- 1. A 0% wage increase will be granted to each employee on July 1, 2013**
- 2. A 0% wage increase will be granted to each employee on July 1, 2014.**
- 3. A 0% wage increase will be granted to each employee on July 1, 2015.**
- 4. A 0% wage increase will be granted to each employee on July 1, 2016.**

Section 55.2 Step Increments

Employees hired or after August 1, 2009, but prior to July 1, 2013 shall move to Step 2 Wage pay scale and continue to move up the steps upon their anniversary dates beginning in 2014. Any employees hired on or after July 1, 2013 shall begin moving on the pay scale on their anniversary date, once they have completed three years employment with the City as a regular employee.

SECTION 56 – HEAVY EQUIPMENT POLICY & PROCEDURE

Equal representation of Union and Management will form a committee to devise a policy and procedure for the internal training and certification of Heavy Equipment Operators. This will be completed within ninety (90) days of ratification of the union contract.

SECTION 57 – MERGING OF POSITIONS

The Maintenance Worker and the Parks and Forestry Worker job descriptions will be merged under the Equipment Operator position. All Equipment Operators will have their pay scale moved to the Parks and Forestry Worker positions.

SECTION 58 – BONUS

There will be a one-time-only signing bonus of \$1,500 for all AFSCME union members which shall be paid thirty days (30) after ratification of this Agreement. Further, there shall be annual bonuses as follows:

- \$1,000 payable for the first pay period in September 2014
- \$1,000 payable for the first pay period in September 2015
- \$1,000 payable for the first pay period in September 2016

SECTION 59 - TERMINATION AND MODIFICATION

Section 59.1 Terms of Agreement

This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2017.

Section 59.2 Termination of Agreement

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 59.3 Modification of Agreement

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, either party on ten (10) days written notice of termination may terminate this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 59.4 Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to 1034 North Washington Street, Lansing, Michigan, and if to the Employer addressed, 1 South Huron Street, Ypsilanti, Michigan or to any such address as the Union or the Employer may make available to each other.

Per MCLA 423.215(7), the following language shall be included in the Agreement:

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties acknowledge that this language is required by Public Act 9 of 2011, being MCLA 423.215(7). This language was not negotiated, or agreed to by, the parties. The parties also recognize that 2011 PA 4 was repealed by the voters in November of 2012. By signing this agreement the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. Should Public Act 9 of 2011 be repealed, amended, modified, or judicially limited in any way, this provision is limited or unenforceable consistent with such act.

LETTER OF UNDERSTANDING
BETWEEN
AFSCME LOCAL 623 AND THE CITY OF YPSILANTI

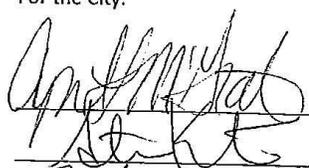
AFSCME LOCAL 623 and the City of Ypsilanti agree to the following terms of the Health Care Savings Program that was approved in the July 1, 2010-June 30, 2013 contract for new employees hired after July 1, 2010:

Vesting Period:	3 years	25%
	5 years	50%
	7 Years	75%
	10 Years	100%

Contribution from Employees: No contribution

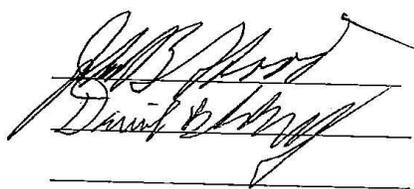
City Contribution: Move from 5% to \$150.00 per month

For the City:



 Judi Smith
 Date: 11/9/10

For the Union:



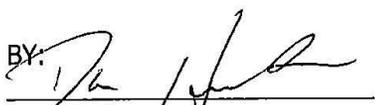
 Daniel B. Brown
 Date: 11/9/10

Signature Page

This Agreement shall become effective July 1, 2013. In witness whereof the parties hereto have caused this instrument to be executed on the day and year first above written.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

CITY OF YPSILANTI, A
MUNICIPAL CORPORATION

BY: 

Dan Hunt
Staff Representative

BY: 

Paul Schreiber
Mayor



David Blakley
Local 623 President



Ralph A. Lange
City Manager

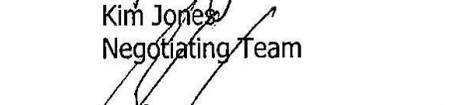
Date: 8/26/2013



Frances McMullan
City Clerk



Kim Jones
Negotiating Team

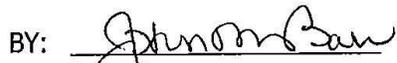


Gregory Swafford
Negotiating Team



Anthony Roberts
Negotiating Team

APPROVED AS TO FORM:

BY: 

John Barr
City Attorney

Date: 8-26-13

AFSCME PAY SCALE
7/01/2013 – 6/30/2017

GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
CO1	OFFICE RECEPTIONIST	\$28,900	\$29,376	\$29,864	\$30,366	\$30,879	\$31,407	\$31,946	\$32,502	\$33,071	\$33,656
	<i>hrly</i>	\$13.894	\$14.123	\$14.358	\$14.599	\$14.846	\$15.100	\$15.359	\$15.626	\$15.900	\$16.181
	<i>over 25 years seniority</i>	\$34,450	\$35,264	\$36,098	\$36,954	\$37,831	\$38,730				
		\$16.563	\$16.954	\$17.355	\$17.766	\$18.188	\$18.620				
CO2	CLERK TYPIST	\$31,358	\$31,903	\$32,460	\$33,030	\$33,613	\$34,209	\$34,819	\$35,443	\$36,080	\$36,734
	<i>hrly</i>	\$15.076	\$15.338	\$15.606	\$15.880	\$16.160	\$16.446	\$16.740	\$17.040	\$17.346	\$17.660
	<i>over 25 years seniority</i>	\$37,605	\$38,499	\$39,414	\$40,354	\$41,316	\$42,304				
		\$18.079	\$18.509	\$18.949	\$19.401	\$19.863	\$20.338				
CO3	PARKING ENFORCEMENT	\$32,961	\$33,529	\$34,112	\$34,708	\$35,318	\$35,940	\$36,578	\$37,232	\$37,899	\$38,581
	<i>hrly</i>	\$15.847	\$16.12	\$16.40	\$16.687	\$16.98	\$17.279	\$17.586	\$17.90	\$18.221	\$18.549
	<i>over 25 years seniority</i>	\$39,486	\$40,414	\$41,364	\$42,340	\$43,340	\$44,364				
		\$18.984	\$19.43	\$19.887	\$20.356	\$20.837	\$21.329				
CO5	RECORDS CLERK	\$33,403	\$33,990	\$34,587	\$35,197	\$35,821	\$36,455	\$37,103	\$37,764	\$38,438	\$39,124
	<i>hrly</i>	\$16.059	\$16.341	\$16.629	\$16.922	\$17.221	\$17.526	\$17.838	\$18.156	\$18.480	\$18.810
	<i>over 25 years seniority</i>	\$40,057	\$41,012	\$41,991	\$42,995	\$44,024	\$45,079				
		\$19.258	\$19.717	\$20.188	\$20.671	\$21.165	\$21.673				
CO6	ACCOUNT CLERK II SECRETARY	\$34,045	\$34,637	\$35,241	\$35,857	\$36,487	\$37,129	\$37,786	\$38,456	\$39,140	\$39,838
	<i>hrly</i>	\$16.368	\$16.652	\$16.943	\$17.239	\$17.542	\$17.850	\$18.166	\$18.488	\$18.817	\$19.153
	<i>over 25 years seniority</i>	\$40,788	\$41,761	\$42,759	\$43,784	\$44,832	\$45,908				
		\$19.610	\$20.078	\$20.557	\$21.050	\$21.554	\$22.071				
CO8	ACCOUNTING TECHNICIAN	\$36,944	\$37,627	\$38,326	\$39,046	\$39,779	\$40,535	\$41,311	\$42,104	\$42,916	\$43,747
	<i>hrly</i>	\$17.761	\$18.090	\$18.426	\$18.772	\$19.124	\$19.488	\$19.861	\$20.242	\$20.633	\$21.032
	<i>over 25 years seniority</i>	\$44,796	\$45,870	\$46,972	\$48,101	\$49,260	\$50,446				
		\$21.536	\$22.053	\$22.583	\$23.126	\$23.683	\$24.253				
CO9	PAYROLL TECH FINANCE GENERALIST SECRETARY II	\$37,546	\$38,243	\$38,957	\$39,692	\$40,442	\$41,215	\$42,007	\$42,818	\$43,647	\$44,496
	<i>hrly</i>	\$18.051	\$18.386	\$18.729	\$19.083	\$19.443	\$19.815	\$20.196	\$20.586	\$20.984	\$21.392
	<i>over 25 years seniority</i>	\$45,562	\$46,657	\$47,778	\$48,927	\$50,107	\$51,315				
		\$21.905	\$22.431	\$22.970	\$23.523	\$24.090	\$24.671				

