

AGREEMENT BETWEEN

THE CITY OF YPSILANTI

AND

**TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN**



7/1/22 TO 6/30/26

AGREEMENT

between

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AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

Effective JULY 1, 2022 through June 30, 2026

YPSILANTI/TPOAM

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This Agreement, entered into on the 18th day of October 2022, effective July 1, 2022, through June 30th 2026, between the City of Ypsilanti, Ypsilanti Michigan (hereinafter referred to as the "Employer") and Technical, Professional Officeworkers of Michigan, TPOAM (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.

I LEGALITY

1.1: 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.

II RECOGNITION

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.

**III
RIGHT TO MANAGE**

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.

**IV
AID TO OTHER UNIONS**

4.1: 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.

**V
WORK STOPPAGE**

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.

VI

AUTHORIZATION FOR DUES/FEEES

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

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

6.3: Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

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

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

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

**VII
UNION REPRESENTATION**

7.1: Stewards and Alternates. It is mutually recognized that the principle 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 Services. 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.

7.2: 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.

7.3: 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 Services representative. The Union shall submit the Bargaining Committee list seven (7) days prior to the first negotiation session with the City.

7.4: 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.

7.5: 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.

VIII Special Conferences

8.1: 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.

8.2: 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.

IX PERSONNEL RULES AND POLICIES

9.1: 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 appraised 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.

X
GRIEVANCE PROCEDURE

10.1: 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.

10.2: 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 they/their 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 they/their 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 3, the Union may move the Grievance to Arbitration by notifying the City Manager and TPOAM of their intent to arbitrate.

The City's Representative and a Representative from TPOAM 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.

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 they/their exercise any responsibility or function of the employer or the Union.

10.3: 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.

10.4: 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 timelines.

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.

10.5: 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.

10.6: Written Responses. Any and all written responses of the City called for by the Grievance Procedure shall be presented to the Union.

**XI
PAYMENT OF BACK CLAIMS**

11.1: 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 they/their is entitled to, and a written notice of they/their 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 they/their lost through failure to give him/her such work.

**XII
COMPUTATION OF BACK WAGES**

12.1: No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at they/their regular rate.

**XIII
DISCHARGE AND DISCIPLINE**

13.1: 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 they/their designated representative will discuss the discharge or discipline with the Employee and the Steward.

13.2: 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 X, Grievance Procedure.

13.3: 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.

XIV PROBATIONARY EMPLOYEES

14.1: 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.

14.2: 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.

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

XV
SENIORITY

15.1: Employee Seniority Date. Date employee hired into a regular full time position with the Employer.

15.2: Bargaining Unit Seniority Date. Bargaining unit seniority shall be the date the employee was 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, height, weight, disability, national origin, religion, or dependents of the employee, or any other classification protected by federal, state or City of Ypsilanti law.

15.3: 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.

15.4: 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/year, (20 hours/week average) they would earn 6 months seniority in comparison to a full-time employee who works 2080/year, (40 hours/week) who would earn 1 year seniority).

15.5: 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 they/their last known address that they/their has lost they/their seniority and they/their 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.

**XVI
SHIFT PREFERENCE**

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

**XVII
VACANCIES**

17.1: 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.

17.2: Promotions in Public Works. Promotions within the public works department shall be based on minimum qualifications and abilities as stated in the job description. Seniority will be a deciding factor in the event of a tie. 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.

17.3: 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.

17.4: 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 they/their former classification, or if the Employee is deemed unsatisfactory in the new position, they/their may be returned to they/their 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.

17.5: 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, the procedure for determining a salary increase is as follows:

1. The minimum salary increase for a promotion shall be the first step of the new job classification or a 5% increase from their current salary, whichever is greater.
2. In the event the 5% increase is between two steps in the new job classification, the employee's salary shall be rounded to the higher step.
3. If the employee's salary is rounded to a higher step, the employee shall not receive a step increase on their next anniversary date. The employee will receive their next step increase on the anniversary following their next anniversary.

17.6: 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.

**XVIII
HEALTH AND SAFETY COMMITTEE**

18.1: 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.

18.2: 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, wellbeing and safety.

18.3: 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.

**XIX
SUPPLEMENTAL AGREEMENT**

19.1: 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.

**XX
LAYOFF AND RECALL**

20.1: 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.

20.2: 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.

20.3: 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.

20.4: 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 they/their 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 they/their 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.

**XXI
RATES FOR NEW JOB**

21.1: 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.

21.2: 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.

**XXII
TEMPORARY EMPLOYEES**

22.1: 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.

22.2: 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.

22.3: 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, they/their seniority date will be the date they/their was hired into the bargaining unit and the probationary period will begin at that time.

XXIII TEMPORARY ASSIGNMENTS

23.1: 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.

23.2: 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 Services only).

23.3: 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.

23.4: 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 services employee receiving a temporary upgrade to a higher classification, an employee's wage shall be determined by the procedure listed in 1 and 2.

1. The minimum salary increase for a promotion shall be the first step of the new job classification or a 5% increase from their current salary, whichever is greater.
2. In the event the 5% increase is between two steps in the new job classification, the employee's salary shall be rounded to the higher step.

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.

XXIV SEASONAL EMPLOYEES

24.1: 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.

24.2: 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.

24.3: Designation of Seasonal Employees. If a Seasonal employee is subsequently hired into the bargaining unit, they/their seniority date will be the date they/their was hired into the bargaining unit and the probationary period will begin at that time.

XXV
TRANSFERS OUT OF BARGAINING UNIT

25.1: Impact on Seniority. If an employee accepts a position under the Employer not included in the bargaining unit, they/their accumulated seniority shall be frozen as of the day the employee leaves the unit.

25.2: Returning to the Bargaining Unit. In the event the employee returns to the bargaining unit, the following shall apply:

1. Within 90 days of leaving the bargaining unit, the employee has a right to bump the least senior person in the same job classification they/their occupied prior to leaving the bargaining unit, providing that employee has less seniority than the returning employee.
2. After 90 days of leaving the bargaining unit, employees may only return to the bargaining unit if an open position is available. The employee will not have the right to bump anyone from a job classification.
3. In the Public Services Department, the procedure for promotions is specified in Section 18.2 of this contract. The returning employee, after 90 days of leaving the bargaining unit, shall not be eligible for hiring under the Heavy Equipment Operator, Sign Specialist, or Mechanic job classification unless there are no other union applicants who meet the minimum qualifications of the position.

4. In the Public Services Department, if the job classification of the returning employee is an Equipment Operator, that employee shall be assigned to a Public Services Division based on experience, qualifications and seniority.
5. The salary & benefits provided to the employee shall be commensurate with the current collective bargaining agreement.

**XXVI
VETERANS**

26.1: 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 they/their 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 they/their ill be offered such employment in line with they/their seniority as may be available which they/their is capable of doing at the current rate of pay for such work, provided they/their reports for work within ninety (90) days of the date of such discharge of ninety (90) days after hospitalization continuing after discharge.

26.2: Probationary Employees. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete they/their probationary period, and upon completing it, will have seniority equal to the time they/their spent in the Armed Forces, plus thirty (30) days.

26.3: 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.

XXVII
**TOUR OF DUTY LEAVE FOR MILITARY RESERVE AND NATIONAL
GUARD MEMBERS**

27.1: 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.

XXVIII
LEAVES OF ABSENCE

28.1: Family and Medical Leave Provision. An employee who, due to personal illness, illness in they/their 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 they/their 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.

28.2: 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.

28.3: Parental Leave. Paid Parental Leave Policy.

A: Purpose/Objective

The City of Ypsilanti will provide up to 2 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after July 1, 2022.

B: Eligibility: Eligible employees must meet the following criteria:

- 1 Have been employed with the company for at least 12 months (the months do not need to be consecutive).
- 2 Have worked at 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- 3 Be a full-or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- 1 Have given birth to a child.
- 2 Be a spouse or committed partner of a woman who has given birth to a child.
- 3 Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

C: Amount, Time Frame and Duration of Paid Parental Leave

- 1 Eligible employees will receive a maximum of two (2) weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two (2) week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than two (2) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- 2 Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- 3 Approved paid parental leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption or

placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve (12)) month time frame.

- 4 In the event of a female employee who herself has given birth, the two (2) weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- 5 Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the time frame indicated above. Any unused paid parental leave will be forfeited at the end of the time frame.
- 6 Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

D: Coordination with Other Policies

- 1 Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount leave - whether paid or unpaid-granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- 2 After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be as per the adopted Family and Medical Leave Policy in the Employee Handbook. Please refer to the Family and Medical Leave Policy for further guidance on

the FMLA.

- 3 The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- 4 If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- 5 If the employee is on paid parental leave when the company offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid leave entitlement.
- 6 An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period.

28.4: 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.

28.5: 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.

XXIX VOLUNTEERS

29.1: The City may utilize volunteers for special projects/events, for work that would fall outside the regular TPOAM 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, TPOAM 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 TPOAM parks maintenance will return to the bargaining unit.

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

XXX
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.

XXXI

EDUCATION AND TRAINING REIMBURSEMENT

31.1: 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.

XXXII

SICK TIME

32.1: Accumulation of Time. Employees 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.

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.

32.2: 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.

32.3: 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 they/their 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.

32.4: 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.

32.5: Part-Time Employees. Part-time employees earn sick leave compensation on a prorated basis.

**XXXIII
PERSONAL LEAVE**

33.1: 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.

33.2: 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.

**XXXIV
VACATION LEAVE**

34.1: Accumulation of Time. All permanent full-time employees 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)

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

34.2: 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.

34.3: 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.

34.4: Illness During Vacation. If an employee becomes ill and is under the care of a duly licensed physician during they/their vacation, they/their vacation will be rescheduled.

34.5: 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.

34.6: 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.

34.7: 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.

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

34.9: 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.

34.10: 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.

**XXXV
FUNERAL LEAVE**

35.1: 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.

35.2: Definition of Immediate Family. Immediate family is defined as: employee's natural mother, father, brother, sister, grandparents, grandchildren, natural or legally adopted daughter or 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).

35.3: 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.

35.4: 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.

**XXXVI
HOLIDAYS**

36.1: Designated Holidays. The City shall afford all employees of this bargaining unit with the following paid holidays (total of thirteen (13) holidays):

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

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

36.2: 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 they/their 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.

36.3: 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.

36.4: Christmas/New Year's Vacation Closing. The City may close certain departments or operations for a period near or during the weeks of Christmas and New Year's. 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.

**XXXVII
ACT OF GOD**

37.1: Employees will not be charged benefits (accumulated leave time) due to City's closure as a result of circumstances caused by Acts of God. When the City's Administrative offices are closed due to a weather-related event and employees in the Public Services Department are required to report to work, those Public Services Employees who report to work will be compensated at double time for their normal working shift on that day. Any overtime outside of a normal shift hours compensation on these days will comply with Section XL (40) of the collective bargaining agreement.

**XXXVIII
HOURS OF WORK**

38.1: 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.

CITY OF YPSILANTI/TPOAM
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2026
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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.

38.2: Late for Work. Employees late for work shall be docked the amount of time they are late.

38.3: 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. Effective January 1, 2019, all bargaining unit employees shall be paid on an eighty (80) hour biweekly pay period. To assist in the transition to bi-weekly checks, employees may, at their own discretion, designate up to forty (40) hours (twenty (20) hours for any part-time employee) from their vacation banks to receive payment on last pay in December 2018.

38.4: 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.

**XXXIX
CALL BACK PAY**

39.1: An employee who has left they/their normal place of work for they/their 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.

**XL
OVERTIME**

40.1: 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.

40.2: 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.
3. Per Section XXXVII (37) of the collective bargaining agreement

**XLI
OVERTIME SYSTEM FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES EMPLOYEES**

41.1: 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.

41.2: 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.

41.3 Eligibility for Overtime. For payroll purposes, the City considers a day to run from midnight to midnight. If 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, they/their will be charged for the time.

41.4: 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.

41.5: 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.

41.6: Winter Overtime List. Effective on July 1, 2018, on July 1st of each year, the City shall provide the Union with an overtime equalization list of all bargaining unit employees in the Department of Public Services, in order of seniority. All employees on the overtime equalization list shall have a balance of zero hours. Overtime shall be offered in descending order of seniority, with the employee having the most seniority being offered the overtime first. Should an employee decline the overtime, it shall be recorded as if the employee worked, and the City shall offer the overtime to the next most senior employee. Once an employee has worked or refused the overtime, that employee shall be placed at the bottom of the overtime equalization list.

After all bargaining unit employees in the Department of Public Services have been offered overtime after July 1st, then overtime opportunities will be first offered to the employee with the lowest amount of hours and then follow an ascending order based on the amount of hours worked. Seniority shall be the deciding factor in any decisions should the need arise.

The overtime call list shall be posted in a conspicuous place in the Department of Public Services so that employees may know when they are next in line for overtime.

Work requiring an upgrade shall be assigned by seniority, with due consideration for job requirements.

If either the Union or City believe that this system of overtime equalization does not correct the disparity of overtime hours, a special conference shall be held to review the procedure and negotiate a new system. This Section may be withdrawn by either the City or Union for any reason, upon seven (7) calendar days' written notice to the other party. Should this provision be terminated, the overtime

equalization system described in Section 42.6 of the July 1, 2013 - June 30, 2017 collective bargaining agreement shall be used, unless the parties agree in writing to a different system.

**XLII
OVERTIME SYSTEM FOR CLERICAL, PARKING ENFORCEMENT
EMPLOYEES**

42.1: 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 they/their 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.

**XLIII
COMPENSATORY TIME**

43.1: An employee may elect to receive compensatory time off in lieu of monetary compensation subject to the employer approval. Once such 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."

**XLIV
UNIFORM AND EQUIPMENT REQUIREMENTS**

44.1: 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.

44.2: Winter Gear Allowance. Effective July 1, 2022, the city will provide once a year a credit/voucher in the amount of \$200 for boots and \$500 for the purpose of purchasing appropriate winter gear, for the department of Public Services employee and Parking Enforcement Officers. Prorated quarterly for new hires. This credit/voucher will not carry over to the following year but will expire on the following June 30th.

**XLV
BULLETIN BOARDS**

45.1: 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.

**XLVI
JURY DUTY**

46.1: Jury Duty or Witness Pay. An Employee who loses time from they/their 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.

46.2: Notice of Jury Duty. The employee shall give reasonable notice, when possible, and written verification to they/their 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.

XLVII MILEAGE

47.1: 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.

XLVIII HOSPITALIZATION MEDICAL COVERAGE

48.1: Medical Coverage. Medical coverage prior to January 1, 2018 shall be as described in the July 1, 2013 - June 30, 2017 collective bargaining agreement. Effective January 1, 2018, or as soon thereafter as practicable, the City shall provide the following insurance coverage:

Employees who elect health insurance coverage will be covered by Blue Cross/Blue Shield Blue Care Network (BCN) HMO HSA with \$3,000/\$6,000 deductible and \$10/\$60/\$80 prescription co-pay with the City contributing \$2,000/\$4,000 into an HSA for all employees. Employees may opt to choose the Blue Cross/Blue Shield Simply Blue PPO HSA coverage provided that the Employee pays the difference in premium cost if higher than the BCN HMO plan. The City will not contribute to an HSA for the Simply Blue PPO plan. If premium costs increase by more than the rate of inflation at any time during the contract period, the City and Union agree to open medical coverage for further negotiation at either party's request.

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 City Manager or they/their designee will discuss the outcome of this decision with the Union.

If the City Council elects the hard cap limitation under PA 152, each employee in the bargaining unit will pay the difference above the hard cap dollar amount per the employee's applicable coverage (single, two-person, or family) for the plan year. If the City Council elects the 80/20 percent payment option under PA 152, each employee in the bargaining unit will pay 20% of the health care costs for they/their coverage. Additional employee contributions shall apply to optional health insurance plan premiums.

The City will offer a Flexible Spending Account (FSA) for employees participating in either the Blue Care Network HMO or Simply Blue plan. 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 they/their 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.

48.2: 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.

48.3: Continuation of Health Insurance During Medical Leave. In the case of an employee suffering a prolonged illness which results in they/their 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.

48.4: 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.

48.5: 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.

48.6: Dental Coverage. Dental coverage will be provided to all bargaining unit employees as described in Attachment A.

48.7: Vision Coverage. Vision coverage will be provided to all bargaining unit employees hired prior to January 1, 2013 as described in Attachment B. Any employees hired on or after January 1, 2013 who wishes to have vision coverage, may purchase such coverage at the employee's own expense at the group rate.

**XLIX
PHYSICAL EXAMINATION AND CDL DRUG TESTING**

49.1: 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.

L
RETIREMENT

50.1: Retirement Program. For employees hired on or before July 1, 2010, 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 TPOAM 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:

Years of Service	Age
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.

50.2: 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.

50.3: Payment for Vacation Time. If an Employee retires, they will receive any unused vacation credit.

50.4: Retiree Health Insurance. The following shall apply to employees retiring after June 30, 2017. For employees hired before July 1, 2007, the following shall apply:

- A. Pre-Medicare eligible retirees will be eligible for health insurance coverage provided to active employees under this 2017-2022 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.

All pre-Medicare eligible retirees, who retire after January 1, 2018, for the duration of this 2017-2022 collective bargaining agreement, will be provided with medical, dental, vision and prescription drug insurance described in Section 49.1. However, the level of future medical, dental, vision or prescription drug coverage for pre-Medicare retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to active employees under subsequent collective bargaining agreements. Such a modification shall not completely eliminate medical, dental, vision and prescription drug insurance for pre-Medicare eligible retirees; medical, dental, vision and prescription drug insurance shall be continued for eligible retirees until they become eligible for Medicare. There shall be no further modification to pre-Medicare retiree health insurance or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City. For purposes of Article 51.4, Sections A and B, a "Tier 1" employee is defined as an TPOAM bargaining unit member who was hired by the City prior to July 1, 2007.

All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the

Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City.

Employees retiring between July 1, 2017, and the date of ratification of the 2017- 2022 collective bargaining agreement who are eligible for retiree health insurance from the City shall remain in the health insurance plan they enrolled in as of January 1, 2018, until the next open enrollment period.

- B. 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 they/their death.

Upon retirement, such employees will be covered by the same medical, dental and optical plan provided to current active TPOAM employees for the duration of the 2017-2022 collective bargaining agreement. In no event shall the coverage for such retirees exceed the coverage offered to active employees. The level of future medical, dental, vision and prescription drug coverage in subsequent collective bargaining agreements shall be modified as described in Section A of this Article.

Upon eligibility, retirees (or spouse if applicable) are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage. All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2018, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee has ceased employment with the City.

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.

Employees retiring between July 1, 2017, and the date of ratification of the 2017- 2022 collective bargaining agreement who are eligible for retiree health insurance from the City shall remain in the health insurance plan they enrolled in as of January 1, 2018, until the next open enrollment period.

C. 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 \$200 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

50.5: 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.

50.6: 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.

LI
WORKER'S COMPENSATION (ON THE JOB INJURY)

51.1: 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 they/their 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.

**LII
LIFE INSURANCE COVERAGE**

52.1: 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.

52.2: 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.

**LIII
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.

**LIV
MONETARY COMPENSATION PLAN**

54.1: 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.

- a. 3% wage increase on July 1, 2022
- b. 3% wage increase on July 1, 2023
- c. 3% wage increase on July 1, 2024
- d. 3% wage increase on July 1, 2025

54.2: Step Increments. Employees hired on 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 at Step 1 as of the date of ratification of the 2017-2022 collective bargaining agreement (October 2, 2018) shall move to Step 2 on their next anniversary date.

Employees will move to Step 6, 20 years or Step 7, 25 years on the anniversary of the start of their 20th or 25th year of employment of their current position on the salary table.

**LV
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.

**LVI
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.

**LVII
TERMINATION AND MODIFICATION**

57.1: Terms of Agreement. This agreement shall continue in full force and effect until 11:59 p.m. June 30, 2026.

57.2: 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.

57.3: 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.

57.4: 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.

SIGNATURE PAGE

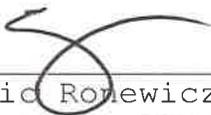
This Agreement shall become effective July 1, 2022. In witness whereof the parties hereto have caused this instrument to be executed on the day and year first above written.

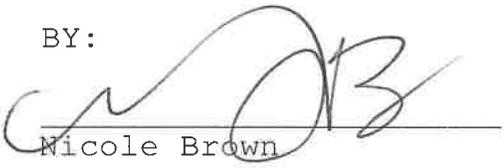
TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

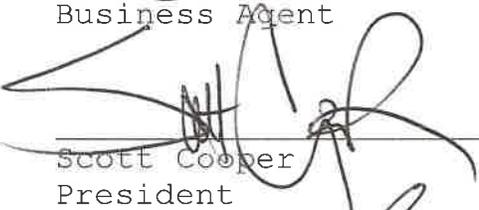
CITY OF YPSILANTI,
A MUNICIPAL CORPORATION

BY:

BY:

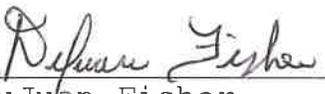
 2-16-23
Eric Romewicz, TPOAM
Business Agent


Nicole Brown
Mayor

 2/16/23
Scott Cooper
President


Frances McMullan
City Manager


Harold Smith
Negotiating Team


DuJuan Fisher
Human Resources


Breann Urbani
Negotiating Team

APPROVED AS TO FORM:

BY: 
John Barr
City Attorney

Dated: 2-28-2023

City of Ypsilanti
Active Employee Participant Plan
(also includes Retired Members 2012 and forward)

FREQUENTLY ASKED
DENTAL ENROLLMENT QUESTIONS

QUESTION: What are my deductibles?

ANSWER: Your dental plan has a \$50 per person deductible; the family deductible is satisfied when 3 family members meet their \$50 per person deductible. The deductible is waived for Preventive services.

QUESTION: Can I see my own dentist?

ANSWER: Yes, the dental plan allows you to see any dentist you want. However, the Assurant® Dental Network allows you to receive a higher level of benefit if you utilize a preferred provider. If your dentist is not currently an Assurant® Dental Network provider, you can nominate your dentist for membership by calling toll-free 800.442.7742.

QUESTION: What is Assurant® Dental Network?

ANSWER: Assurant® Dental Network is a national dental Preferred Provider Organization (PPO) owned and operated by Union Security Insurance Company and Assurant, Inc.

QUESTION: How do I locate a PPO provider?

ANSWER: To locate an Assurant® Dental Network provider in your area, contact Assurant® Dental Network at 800.442.7742. A service representative can confirm whether your current dentist is an Assurant® Dental Network panel member, help you nominate your dentist for Assurant® Dental Network membership, or refer you to Assurant® Dental Network providers in your area. You can nominate your dentist or receive a referral through the Assurant® Dental Network at www.assurantemployeebenefits.com. To simply locate a dentist, the Assurant® Dental Network provider directory can be a valuable resource.

QUESTION: When I visit the dentist, do I have to fill out a claim form?

ANSWER: No. Claim forms are available, but they are *not* required. Assurant Employee Benefits will accept a dentist's invoice of services in lieu of a claim form. You will, however, need to provide your dentist with your group number and your social security number, which serve as your identification for all claims.

QUESTION: Who are eligible dependents?

ANSWER: Those qualified to be covered under your dental plan include your spouse and children under the age of 19 or 25 if a full-time student.

The insurance policy, policies, or plans described in this document are underwritten by Union Security Insurance Company, a subsidiary of Assurant, Inc. Assurant Employee Benefits, a business unit of Assurant, Inc., markets life, disability and dental benefit plans as well as related products and services.

ATTACHMENT A – DENTAL COVERAGE

**City of Ypsilanti
DENTAL DESCRIPTION OF BENEFITS
Active Employee Participant Plan
(also includes Retired Members 2012 and forward)
Please take this information to your dentist!
K1900177
Effective Date: 04/01/2004 Revised 10/01/2014**

CALENDAR YEAR DEDUCTIBLE

DHA@ PPO	Non-PPO
There are no deductibles to apply for this Plan	

CALENDAR YEAR MAXIMUM BENEFIT (APPLIES TO CLASS I, II & III)

	DHA@ PPO	Non-PPO
Each Eligible Family Member	\$1,500	\$1,500
Applies To	Class I, II & III	Class I, II & III

CHILD ORTHODONTIC

	DHA@ PPO	Non-PPO
Lifetime Maximum	\$600	\$600

	CLASS I	CLASS II	CLASS III	CLASS IV
	DIAGNOSTIC & PREVENTIVE	BASIC RESTORATIVE	MAJOR RESTORATIVE	ORTHODONTIA
Coinurance: DHA@ PPO Non-PPO	100% 100%	80% 80%	80% 80%	50% 50%
Description of Services:	Oral exams, cleanings, bitewing X-rays, fluoride treatments, sealants, intraoral complete series X-rays or panoramic film	Fillings, simple extractions, initial root canal therapy, oral surgery, periodontics, intraoral and extraoral X-rays	Crowns, full and partial dentures, bridges, space maintainers, stainless steel crowns, non- surgical TMJ (\$600 Lifetime Maximum)	Orthodontic extractions, full or partial bands, appliances (removable and fixed)

* ASSURANT@DENTAL NETWORK - For referral to a PPO provider, call 800.442.7742 or go to www.assurantindemnity.com

Pre-Determination: If the charge for any dental treatment is expected to exceed \$300, Assurant Employee Benefits recommends a dental treatment plan be submitted to claims for review before treatment begins.

CLAIMS/CUSTOMER SERVICE:

Assurant Employee Benefits
PO Box 2940
Clinton, IA 52733
(800) 442-7742
Electronic Claims: Payor 70408

Services provided by Union Security Insurance Company

Document last updated October 2014

ATTACHMENT B – VISION COVERAGE



Mutual Eye Claim Audits, Inc. • PO Box 17190 • Indianapolis, Indiana 46217-0190
 317.862.2500 • 800.875.6322 • Fax 317.862.1808

EXPLANATION OF BENEFIT COVERAGE

EMPLOYER GROUP City of Ypsilanti-B GROUP BENEFIT NO. 3048

<u>BENEFIT COVERAGE</u>	<u>PLAN PAYS</u>	<u>PATIENT PAYS</u>
EXAMINATION		
MD	Reasonable & Customary less	-0-
OD	Reasonable & Customary less	-0-
LENSES (Pair)		
Single Vision	Reasonable & Customary	-0-
Bifocals	Reasonable & Customary	-0-
Trifocals	Reasonable & Customary	-0-
Progressive	Pay same as trifocal	Balance
FRAME	\$100	Balance
CONTACT LENSES		
Cosmetic	\$200	Balance
Med. Necessary <small>(In lieu of FRAME AND LENS)</small>	\$400	Balance
EXTRA		
Polycarbonate	\$40	Balance
BENEFIT FREQUENCY		
Adults	Once every 12 consecutive months.	
Children under age 19	Once every 12 consecutive months.	
Dependents age 19-23	Once every 12 consecutive months.	

As a network provider you are expected to follow these guidelines. The exam includes case histories, testing visual acuity, external examination of the eye, tonometry, summary and findings, and may include medication for dilating the pupils and desensitizing the eyes for tonometry and such other examination techniques as may be indicated by the professional judgment of the optometrist. If additional testing is deemed necessary by the optometrist then this should be explained to the patient and will be the responsibility of the patient to pay the additional charges. The patient will be required to pay for any amount over the allowances for materials that show the patient pays the balance and those services and materials that are not covered under the Plan. For additional information, please call 317-862-2500 or 800-875-6322.

CITY OF YPSILANTI/TPOAM
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2026
SIGNATURE COPY

	Office Receptionist					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 15.65	\$ 16.18	\$ 16.75	\$ 17.34	\$ 18.17	\$ 19.04	\$ 19.95
7/1/2022	\$ 16.11	\$ 16.67	\$ 17.25	\$ 17.86	\$ 18.71	\$ 19.61	\$ 20.55
7/1/2023	\$ 16.60	\$ 17.17	\$ 17.76	\$ 18.40	\$ 19.28	\$ 20.20	\$ 21.17
7/1/2024	\$ 17.10	\$ 17.68	\$ 18.30	\$ 18.95	\$ 19.85	\$ 20.80	\$ 21.80
7/1/2025	\$ 17.61	\$ 18.21	\$ 18.85	\$ 19.52	\$ 20.45	\$ 21.43	\$ 22.46

	Clerk Typist					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 17.02	\$ 17.62	\$ 18.26	\$ 18.93	\$ 19.84	\$ 20.79	\$ 21.80
7/1/2022	\$ 17.53	\$ 18.15	\$ 18.81	\$ 19.49	\$ 20.43	\$ 21.41	\$ 22.45
7/1/2023	\$ 18.05	\$ 18.70	\$ 19.37	\$ 20.08	\$ 21.04	\$ 22.06	\$ 23.12
7/1/2024	\$ 18.60	\$ 19.26	\$ 19.95	\$ 20.68	\$ 21.67	\$ 22.72	\$ 23.82
7/1/2025	\$ 19.15	\$ 19.84	\$ 20.55	\$ 21.30	\$ 22.32	\$ 23.40	\$ 24.53

	Parking Enforcement					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 17.88	\$ 18.52	\$ 19.18	\$ 19.88	\$ 20.82	\$ 21.18	\$ 22.86
7/1/2022	\$ 18.42	\$ 19.07	\$ 19.76	\$ 20.47	\$ 21.45	\$ 21.82	\$ 23.54
7/1/2023	\$ 18.97	\$ 19.64	\$ 20.35	\$ 21.09	\$ 22.09	\$ 22.47	\$ 24.25
7/1/2024	\$ 19.54	\$ 20.23	\$ 20.96	\$ 21.72	\$ 22.75	\$ 23.15	\$ 24.98
7/1/2025	\$ 20.13	\$ 20.84	\$ 21.59	\$ 22.37	\$ 23.44	\$ 23.84	\$ 25.73

	Record Clerk					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 18.13	\$ 18.78	\$ 19.46	\$ 20.16	\$ 21.13	\$ 22.15	\$ 23.23
7/1/2022	\$ 18.68	\$ 19.35	\$ 20.04	\$ 20.76	\$ 21.76	\$ 22.82	\$ 23.92
7/1/2023	\$ 19.24	\$ 19.93	\$ 20.64	\$ 21.39	\$ 22.42	\$ 23.50	\$ 24.64
7/1/2024	\$ 19.82	\$ 20.52	\$ 21.26	\$ 22.03	\$ 23.09	\$ 24.21	\$ 25.38
7/1/2025	\$ 20.41	\$ 21.14	\$ 21.90	\$ 22.69	\$ 23.78	\$ 24.93	\$ 26.14

	Accounting Clerk II / Secretary					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 18.474	\$ 19.129	\$ 19.812	\$ 20.525	\$ 21.516	\$ 22.558	\$ 23.652
7/1/2022	\$ 19.028	\$ 19.703	\$ 20.406	\$ 21.141	\$ 22.161	\$ 23.235	\$ 24.362
7/1/2023	\$ 19.599	\$ 20.294	\$ 21.019	\$ 21.775	\$ 22.826	\$ 23.932	\$ 25.092
7/1/2024	\$ 20.187	\$ 20.903	\$ 21.649	\$ 22.428	\$ 23.511	\$ 24.650	\$ 25.845
7/1/2025	\$ 20.79	\$ 21.53	\$ 22.30	\$ 23.10	\$ 24.22	\$ 25.39	\$ 26.62

	Accounting Technician					After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 20.117	\$ 20.884	\$ 21.692	\$ 22.539	\$ 23.633	\$ 24.783	\$ 25.990
7/1/2022	\$ 20.721	\$ 21.511	\$ 22.343	\$ 23.215	\$ 24.342	\$ 25.526	\$ 26.770
7/1/2023	\$ 21.342	\$ 22.156	\$ 23.013	\$ 23.912	\$ 25.072	\$ 26.292	\$ 27.573
7/1/2024	\$ 21.982	\$ 22.821	\$ 23.703	\$ 24.629	\$ 25.824	\$ 27.081	\$ 28.400
7/1/2025	\$ 22.64	\$ 23.51	\$ 24.41	\$ 25.37	\$ 26.60	\$ 27.89	\$ 29.25

Payroll Tech/Fianance Generalist. Sec. II FOIA Pol Rec/Clerk 0							After 20	After 25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
1/1/2021	\$ 20.45	\$ 21.23	\$ 22.06	\$ 22.92	\$ 24.04	\$ 25.21	\$ 26.44	
7/1/2022	\$ 21.06	\$ 21.87	\$ 22.72	\$ 23.61	\$ 24.76	\$ 25.96	\$ 27.23	
7/1/2023	\$ 21.70	\$ 22.53	\$ 23.40	\$ 24.32	\$ 25.50	\$ 26.74	\$ 28.05	
7/1/2024	\$ 22.35	\$ 23.20	\$ 24.11	\$ 25.05	\$ 26.27	\$ 27.55	\$ 28.89	
7/1/2025	\$ 23.02	\$ 23.90	\$ 24.83	\$ 25.80	\$ 27.05	\$ 28.37	\$ 29.76	

Payroll Administator					After 20	After 25	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 22.75	\$ 23.62	\$ 24.54	\$ 25.50	\$ 26.74	\$ 28.04	\$ 29.41
7/1/2022	\$ 23.43	\$ 24.33	\$ 25.27	\$ 26.27	\$ 27.54	\$ 28.88	\$ 30.29
7/1/2023	\$ 24.13	\$ 25.06	\$ 26.03	\$ 27.05	\$ 28.37	\$ 29.75	\$ 31.20
7/1/2024	\$ 24.86	\$ 25.81	\$ 26.81	\$ 27.87	\$ 29.22	\$ 30.64	\$ 32.13
7/1/2025	\$ 25.60	\$ 26.58	\$ 27.62	\$ 28.70	\$ 30.09	\$ 31.56	\$ 33.10

Equipment Operator					After 20	After 25	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 19.359	\$ 20.221	\$ 21.131	\$ 22.092	\$ 23.162	\$ 24.288	\$ 25.471
7/1/2022	\$ 19.940	\$ 20.828	\$ 21.765	\$ 22.755	\$ 23.857	\$ 25.017	\$ 26.235
7/1/2023	\$ 20.538	\$ 21.452	\$ 22.418	\$ 23.437	\$ 24.573	\$ 25.767	\$ 27.022
7/1/2024	\$ 21.154	\$ 22.096	\$ 23.090	\$ 24.141	\$ 25.310	\$ 26.540	\$ 27.833
7/1/2025	\$ 21.79	\$ 22.76	\$ 23.78	\$ 24.86	\$ 26.07	\$ 27.34	\$ 28.67

Heavy Equipment Operator					After 20	After 25	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 20.702	\$ 21.600	\$ 22.561	\$ 23.579	\$ 24.675	\$ 25.827	\$ 27.038
7/1/2022	\$ 21.323	\$ 22.248	\$ 23.238	\$ 24.286	\$ 25.415	\$ 26.602	\$ 27.849
7/1/2023	\$ 21.963	\$ 22.915	\$ 23.935	\$ 25.015	\$ 26.178	\$ 27.400	\$ 28.685
7/1/2024	\$ 22.622	\$ 23.603	\$ 24.653	\$ 25.765	\$ 26.963	\$ 28.222	\$ 29.545
7/1/2025	\$ 23.30	\$ 24.31	\$ 25.39	\$ 26.54	\$ 27.77	\$ 29.07	\$ 30.43

Sign Specialist					After 20	After 25	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 21.353	\$ 22.298	\$ 23.300	\$ 24.361	\$ 25.495	\$ 26.689	\$ 27.944
7/1/2022	\$ 21.994	\$ 22.967	\$ 23.999	\$ 25.092	\$ 26.260	\$ 27.490	\$ 28.782
7/1/2023	\$ 22.653	\$ 23.656	\$ 24.719	\$ 25.845	\$ 27.048	\$ 28.314	\$ 29.646
7/1/2024	\$ 23.333	\$ 24.366	\$ 25.461	\$ 26.620	\$ 27.859	\$ 29.164	\$ 30.535
7/1/2025	\$ 24.03	\$ 25.10	\$ 26.22	\$ 27.42	\$ 28.69	\$ 30.04	\$ 31.45

Mechanic					After 20	After 25	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2021	\$ 23.916	\$ 25.529	\$ 27.141	\$ 28.809	\$ 30.208	\$ 31.933	\$ 32.159
7/1/2022	\$ 24.633	\$ 26.295	\$ 27.955	\$ 29.673	\$ 31.114	\$ 32.891	\$ 33.124
7/1/2023	\$ 25.372	\$ 27.084	\$ 28.794	\$ 30.563	\$ 32.048	\$ 33.878	\$ 34.117
7/1/2024	\$ 26.134	\$ 27.896	\$ 29.658	\$ 31.480	\$ 33.009	\$ 34.894	\$ 35.141
7/1/2025	\$ 26.92	\$ 28.73	\$ 30.55	\$ 32.42	\$ 34.00	\$ 35.94	\$ 36.20