

**CHARTER TOWNSHIP OF YPSILANTI**

**AND**

**TEAMSTERS LOCAL 214**

**COLLECTIVE BARGAINING AGREEMENT**

January 1, 2022 - December 31, 2024

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## **PREAMBLE**

This Agreement, entered into between Charter Township of Ypsilanti, Washtenaw County, Michigan, hereinafter referred to as the “Employer” and the Teamsters State, County and Municipal Workers Local 214, hereinafter referred to as the “Union” is for the general purpose of setting forth the agreements between the Employer and the Union, and to promote orderly and peaceful labor relations for the mutual interests of the Employer and the Employee’s Union.

## **EMPLOYER'S RIGHTS - ARTICLE 1**

1. The employer retains the right to exercise all powers vested in it by law, and to determine the methods and procedures of work and materials and equipment to be used. Further, the Employer retains the inherent right and authority to select, direct, adjust, increase, and decrease the work force and to maintain discipline, including suspensions from work and discharge of employees for just cause. Further, the Employer retains all rights to establish and revise reasonable rules and regulations for the purpose of maintaining order, safety, and efficient operation of the Township government and the functions thereof, and to exercise any and all other rights and privileges except as hereinafter specifically limited by the terms and conditions of this Contract.
2. None of the foregoing rights set forth shall be exercised in any manner, which is inconsistent with any of the other specific provisions of the Contract.

**ARTICLE 2 – RECOGNITION**

1. The Employer does hereby recognize Teamster Local 214 as the exclusive agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, fringe benefits and other conditions of employment for the following bargaining unit:

Planning & Development Coordinator
Ordinance Enforcement Administrator
Recreation Coordinator
Ordinance Enforcement Officer
Community Engagement Coordinator
Information Systems Manager
Web Content and Design
Assistant Information Systems Manager
Staff Planner I
Compost Facility Manager

2. Excluded from the bargaining unit shall be all Fire Fighters, members of TPOAM Association, Elected Officials, Deputy Supervisor, Deputy Clerk, Deputy Treasurer, Deputy of Elections, Police Officers, Human Resource Manager, Human Resource Generalist, Accounting Director, Residential Services Director, Assessor, Deputy Assessor, Community & Economic Development Director, Engineer, Planning Director, Golf Course Employees, Building Director, Recreation Leaders, Police Services Administrator, Quality Assurance Specialist, Recreation Services Manager, OCS Executive Coordinator, Operations Manager, Hydro Operator, Community Compliance Director, and RSD Executive Coordinator.

### **UNION SECURITY - ARTICLE 3**

As the Charter Township of Ypsilanti is a public employer, beginning with the ratification of this agreement, employees shall have the right to voluntarily join TEAMSTERS by remitting union dues to TEAMSTERS to cover the effectuation and operation of this collective bargaining agreement.

All employees of the bargaining unit covered by this contract, who are not now members of the Union, or any future employee of the bargaining unit, may voluntarily elect to join TEAMSTERS. All employees electing to join TEAMSTERS shall authorize Management to deduct each month from the employee's pay union dues and forward such contributions to the Secretary Treasurer of TEAMSTERS Local 214. Payment of all regular dues and initiation fees shall be considered maintenance of membership in TEAMSTERS.

All money, Union dues, assessments and contributions deducted for the Union by the Employer shall be forwarded to the Secretary Treasurer of TEAMSTERS Local 214 by the 10<sup>th</sup> day of the following month, along with a list of names indicating the employees from whose wages these deductions were made. The employee shall sign a dues deduction form authorizing Management to make such deductions prior to such a deduction being made.

## **REPRESENTATION – ARTICLE 4**

1. The Union shall be represented by the following Committee and Stewards:
  - a) Stewards: One (1) Chief Steward; One (1) Alternate Steward
  - b) Committees: Bargaining Committee, Grievance Committee
  
2. Committees shall be limited to no more than three (3) members or less. An aggrieved may request the Chief Steward's assistance at anytime.
  
3. Representatives of Local, council, and/or the International Union may be present at all meetings between Management and the Union.
  
4. The Chief Steward shall be a member of all committees.
  - a) The Chief Steward, upon request by an aggrieved employee, shall be allowed sufficient time to handle legitimate labor grievances during working hours.
  - b) Any Steward who attends meetings with the Employer during working hours shall be paid.
  - c) Any committee member who attends meetings with the Employer during working hours shall be paid.
  - d) The Township will attempt to release all members of the above committees for meetings. Where this will cause a hardship in a particular department, alternate arrangements will be made by the union.
  
5. The Union shall notify Management of the names and addresses of all stewards and committee members; and unless Management is so notified, Management is under no obligation to recognize the said committee member or steward for any purpose.

## **REPRESENTATION – ARTICLE 4 (CON'T)**

6. A Chief Steward, or the Alternate Steward in his absence, shall be granted the privilege of conversing with any union member regarding union business provided the employees work is not disrupted. Time taken to conduct union business shall be recognized as release time under Section 8 of this article.
  
7. The Union shall be allowed a total of five (5) days off with pay to attend functions of the International or State Union, Relative Retirement Conference or Local Union business. These days will be distributed among the Union Representatives or officials, but shall not be cumulative from year to year.
  
8. The Chief Steward shall be allowed a two hours-combined release time per week for the purpose of investigating grievances and/or conducting other union business. Said time to be exclusive of special conferences, arbitrations, and negotiation meetings. Release time used shall be reported to the Human Resources Department.



## **SPECIAL CONFERENCES - ARTICLE 5**

Special conferences for important matters may be arranged between the Union and the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of Union. Arrangements for such meetings shall be made by mutual consent, in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Discussions at such meetings shall be confined to the agenda. Members of the Union shall not lose any pay for time spent in Special Conferences. A Special Conference will be arranged within ten (10) days of the date of the request. A special conference does not replace any step of the grievance procedure.

## **PROBATIONARY PERIOD - ARTICLE 6**

1. All new employees hired shall be considered as probationary employees for the first six months of their employment. After new employees have finished their probationary period, they shall be entered on the seniority list and shall rank for seniority from the first day of employment.

If a new employee is terminated prior to the completion of their six (6) month probationary period, this same employee may not be rehired in any capacity within the bargaining unit for a period of two (2) years.

An employee, who does not meet the Township standards, may be terminated at any point during the probationary period without recourse to the grievance procedures.

Health care, dental, vision, life insurance, disability, and PTO shall be available to the employee at 90 calendar days of employment. All other benefits shall take effect upon completion of the probationary period.

2. If a probationary employee is injured on the job before completing his probationary period and it is determined he is entitled to receive Worker's Compensation as a result of said injury, such employee's probationary period shall stop as of the date of the injury. During such time that the employee is off work as a result of a compensable injury, he shall not be entitled to any benefits of this Collective Bargaining Agreement. When such employee is able to return to work in his former position and perform the duties of it, he shall then start a new probationary period, and at the end of the six months he shall have a seniority date of the beginning of this latter six months probation period only.
3. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification to include Position, Immediate Supervisor, Rate of Pay, Name, Address, and Phone Number. Notification to be sent to the Chief Steward.

The Union shall have a 30-minute introduction period for each newly hired employee within two (2) weeks of their first day of employment. Should more than one employee have the same first day of employment, said introduction period shall be combined into one.

## SENIORITY - ARTICLE 7

1. All employees who complete the probationary period shall be placed on the seniority list and shall rank for seniority from the first day of employment.
2. Seniority will be broken only for the following:
  - a) Discharge. (If upheld after all grievance and legal procedures have been exhausted.)
  - b) Voluntary quit.
  - c) Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notice to the employee by registered mail to the last known address informing the employee he or she has lost their seniority and their employment has been terminated. In proper cases, exceptions may be made by the Employer. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
  - d) The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the employer.
  - e) Failure to return from sick leave or leave of absence will be treated the same as “d” above.
  - f) Employee retires.
3. Any Employee of Ypsilanti Township within the bargaining unit who shall accept advancement of a position exempt from the bargaining unit here under shall retain all prior accumulated seniority and; should such employee subsequently be rehired to a position within said bargaining unit, such accumulated seniority shall be restored to such employee along with the benefits associated with that prior accumulated seniority. This seniority here refers to years of service and not date of hire.

## **SENIORITY - ARTICLE 7 (CON'T)**

4. RE-HIRE: If an employee has a minimum of two year seniority and voluntarily terminates and is rehired, he/she shall have their seniority and all benefits associated with said seniority up to the time of the termination restored to them. Seniority here refers to years of service and not date of hire.

## **LAYOFF - ARTICLE 8**

Procedure for the reduction of the working force:

1. A laid off employee, if qualified, shall maintain seniority, and can exercise the right to bump a less senior employee within the bargaining unit.
  
2. In applying the above procedures, probationary employees shall be removed from the affected classification or replaced, as the case may be prior to removing or replacing full-time non-probationary employees.
  
3. In the event that a temporary employee is employed in any department, an employee including a probationary employee, who is to be laid off from any department shall have the option of replacing the temporary employee, conditioned upon them having the ability to perform the work available. An employee exercising this option does not become a temporary employee.
  
4. The employee will be allowed to waive their seniority rights, if they so desire. Employees who waive their seniority rights will only be called back to their classification and their department from which they were laid off.
  
5. When employees are on lay-off, the Township will not contract out the services which employees laid off could perform.
  - a) Lay-off Notification: In the event of a lay-off, employees shall be notified, in writing, by the employer at least thirty (30) calendar days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.
  
6. Employees on layoff shall retain seniority rights accumulated at the time of layoff.

## **LAYOFF – ARTICLE 8 (CON'T)**

7. Notice of recall from layoff shall be sent by registered mail to the employee's last known address. The employee shall have five (5) business days to report for work after receiving proper notice of recall. Any employee who does not report for duty after notification shall waive all rights. It shall be the employee's responsibility to keep Management informed of any change of address.
8. Seniority employees shall have the right to recall from layoff for a period not to exceed their total seniority at the time of layoff.
9. No new employee shall be hired to fill a position while a regular employee is laid off and elects to take such position, if qualified.

## LEAVES OF ABSENCE - ARTICLE 9

### **Personal Leave of 30 Days or Less**

1. Personal leave of absence without pay for a short period of time not to exceed thirty (30) days may be granted to an employee for a justifiable cause. Any employee who wishes to take a leave without pay must sign a leave slip with the number of days of leave requested and the reason for such leave. The employee must secure the prior written approval of their immediate supervisor before taking such leave. All available PTO time must be exhausted prior to a leave of absence without pay.

### **Personal Leave of More than 30 Days**

2. A personal leave of absence without pay may be granted for a justifiable cause. Any employee who wishes a leave of absence shall sign a leave form stating the time and reasons for the leave. Such request shall be submitted in writing to their immediate supervisor. The immediate supervisor shall forward the request to the Human Resources Department who shall forward the request to the Township Board at its next regular meeting with a recommendation for approval or disapproval. Leaves of absence granted by the Township shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of one year, except in the event that an employee should elect to run for a political office and be elected. Such employee shall have the right to a leave of absence for the period of time covered by the elected position. Benefits to the employee under this contract cease at the time the leave of absence commences except as provided in Section 3. Benefits such as PTO time, and rights under the pension plan, accumulated prior to the leave of absence shall be frozen and maintained until the employee returns to work. The employee shall retain accumulated seniority as of the date that the leave of absence begins, however seniority will not be accumulated during a personal leave.



## **LEAVES OF ABSENCE – ARTICLE 9 (Con't)**

3. Subject to, and consistent with the Group Health Insurance Plan and Group Life Insurance Plan, coverage of these plans will be continued for an employee on a leave of absence under Section 1 or 2 for the first thirty (30) days of leave. After this period, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Township.
  
4. Military leave will be in accordance with Federal and Michigan State law. Any employee who belongs to the Military Reserve and is required to go to camp for training during the year, such employee shall be given Leave with Pay of the difference the employee received from the Military for a maximum of two (2) weeks unless additional time is granted by action of the Township Board.
  
5. Medical Leave: An employee who becomes unable to work because of illness or injury shall have the right to be placed on Medical Leave. The employee shall provide Management with a doctor's certification stating that the employee needs to be on a Medical Leave of Absence and the anticipated date that the employee will return to work. The Medical Leave shall be granted to the employee based on the recommendations of the employee's physician as to the time required. This shall have no bearing on the employee's ability to apply for long or short term disability coverage under other articles within the contract. In the event the Medical Leave granted is not sufficient time to recuperate, it shall be the responsibility of the employee to present Management with additional doctor's certification to extend the Medical Leave. The additional doctor's certifications shall state the employees need for additional time with an updated anticipated return to work date.

During the time an employee is on a Medical Leave, they shall continue to receive life insurance and health care benefits for a period of two (2) years from the date of the initial absence. PTO benefits shall continue for a period of six (6) months. The employee shall continue to accumulate seniority until such time as the doctor or doctors authorize the employee to return to work or for a period of two (2) years from the date of the start of their

## LEAVES OF ABSENCE – ARTICLE 9 (Con't)

absence, whichever is less. The employee's seniority shall be terminated at the end of two (2) years of Medical Leave. **Note: PTO hours placed in the employee's bank each January will be pro-rated based on accrual rules for previous year.**

During the time an employee is out on Medical Leave he/she shall continue to pay any health care contribution that may be required of employees.

An intermittent return to work from a Medical Leave within two (2) years of the date of the initial absence shall not be cause to "re-start" the time clock for the time periods established in the paragraph above. Intermittent return to work is defined as returning for less than six (6) months for the same medical condition.

Management shall have the right to have an employee examined by a company physician to determine the feasibility of any Medical Leave extending beyond the twelve (12) weeks as provided for in the Family Medical Leave Act.

If an employee, while on Medical Leave, is found to be working another job with duties that violate his/her medical restrictions his/her employment with the Charter Township of Ypsilanti shall be terminated immediately. The employee shall be notified by certified mail of his or her termination.

If an employee returns to work from a Medical Leave of Absence before the expiration of one (1) year, he/she shall be allowed to return to his/her former position even though the employer may have temporarily filled the position. The individual who filled the position temporarily shall be laid off and be subject to the lay-off procedure in the contract.

## LEAVES OF ABSENCE – ARTICLE 9 (Con't)

6. **Duty Disability Leave:** Any employee who has completed their probationary period and has been placed on the seniority list as a full-time regular employee and who suffers injury compensable under the Worker's Compensation Act; shall receive payment due under the Worker's Compensation Act directly from Worker's Compensation provider. In addition, the Township shall pay the difference between his or her base rate of pay at the date of injury, less any required tax withholding, and the Worker's Compensation payment directly to the employee for a period of 1 year. After the one year period, employee may supplement Worker's Compensation payment with available PTO time. If the Worker's Compensation payment is reduced because of appeal or settlement, the amount owing from the Employer shall be reduced by the same percentage. After this one year period, the only pay the employee will receive is from Worker's Compensation. Time taken off for this duty disability leave shall not be deducted from the employee's PTO. PTO accrual shall continue for a period of one (1) year and frozen until such time the employee returns from leave.  
**Note: PTO hours placed in the employee's bank each January will be pro-rated based on accrual rules for previous year.**

The employee shall receive health care and life insurance for a period of two years. During the time an employee is out on Duty Disability Leave he/she shall continue to pay any health care contribution that may be required of employees. After this-two year period employee's seniority will be terminated.

7. Employees after four (4) consecutive days absence due to illness shall be required to submit a report from their doctor indicating that the employee is physically able to return to work.
8. **Bereavement Leave:** The employee shall be granted bereavement leave with pay when he/she suffers a death in the immediate family. The employee shall receive leave with pay for up

## LEAVES OF ABSENCE – ARTICLE 9 (Con't)

to five (5) working days. The leave is for attending the funeral/memorial and for attending to other family business. The employee must submit verification of attending the funeral/memorial. A member of the immediate family shall be parent, stepparent, spouse, spouse's parent, spouse's step-parent, child, step child or established domestic partner (proof of domestic partner should be filed with the Human Resource Department).

In the event of the death of a grandparent, spouse's grandparent, grandchild, brother or sister, the employee shall receive leave with pay for up to four (4) days. The leave is for attending the funeral/memorial service and for attending to other family business. The employee must submit verification of attending the funeral/memorial.

In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle in a direct blood relationship and great grandparent the employee shall receive up to two days off. The leave is for attending the funeral/memorial service and for attending to other family business. The employee must submit verification of attending the funeral/memorial.

In the event the employee cannot attend the funeral/memorial services due to their own circumstances, they will be allowed one (1) bereavement leave day not to be deducted from their PTO bank.

The five (5), four (4), or (2) days leave will not be deducted from the employee's accumulated time bank. Any additional time for **bereavement** shall be granted upon the employee's request from the employee's PTO, or **bereavement** leave without pay.

An employee who has a death in his/her immediate family during a vacation period must notify his/her immediate supervisor immediately upon receiving notice of the death and shall have up to four (4) days of his/her remaining vacation rescheduled at a later date, provided that the employee attends the funeral service and provides verification of this fact to his/her supervisor.

## **LEAVES OF ABSENCE – ARTICLE 9 (Con't)**

9. Family Leave: In addition to the previous leave provision, the Township is required by Federal Law to allow employees up to twelve (12) weeks of leave each year for the following purposes: personal illness or disability, the care of a newborn, newly adopted, or recently placed foster child, the care of a seriously ill child, spouse, or parent. The employee shall be eligible to utilize sick leave and sick and accident benefits for personal illness or disability, which include pregnancy, termination of pregnancy or childbirth.

Absences for the above reasons shall be cumulative for purposes of calculating the 12 weeks. If the employee has utilized the twelve (12) weeks and is absent for reasons of personal illness or disability, or desires to be absent for the care of a newborn, newly adopted child or recently placed foster child, extensions shall be treated under the provision of Section 2 and 3 of this article. Employees are entitled to leave according to FMLA's current act and its current form as amended by law in the course of this agreement.

During the above twelve- (12) week period, the employer shall provide health care coverage at the same level the employee received prior to the leave. During the time an employee is out on FMLA Leave he/she shall continue to pay any health care contribution that may be required of employees. The employee shall be eligible to return to his/her former position and shall accumulate seniority.

## **JOB POSTINGS, VACANCY AND TRANSFER - ARTICLE 10**

1. When a position in the bargaining unit becomes vacant, the Human Resources Department will meet with the Union within ten (10) workdays to discuss filling the vacancy. Once a meeting is held, the Human Resources Department will determine within fifteen (15) workdays whether the position is to be filled. If the position is not to be filled at that time, then the Human Resources Department will notify the Union within five (5) workdays of the reasons for not filling the position. If the position is to be filled, the posting of the position will be made as soon as possible within thirty (30) calendar days. The Chief Steward shall be sent a copy of all job postings.

Internal postings shall be placed on bulletin boards accessible to all employees for five (5) workdays and at the same time, external recruitment shall occur, with the Human Resources Department setting a closing date for external applications.

2. The Human Resources Department shall review the applications pursuant to the job description to establish an interview pool. Internal candidates, if qualified, shall be awarded position before external candidates are considered for interviews.
3. A screening committee of a minimum of three (3) persons will conduct interviews. Committee shall consist of a Human Resource Representative, Department/Division Head and a Management/Administrative representative. If the panel deems necessary, a second round of interviews will be held.
4. The Interview Panel selects a finalist to be confirmed by the Township Board.
5. When a bargaining unit position becomes vacant, the position may be filled by an outside independent contract source on a temporary basis for a period of time not to exceed ninety-(90) working days unless specifically agreed upon by the Township and the bargaining unit.

## **DISMISSAL PROCEDURE - ARTICLE 11**

Discipline shall be only for just and stated cause with the employee having the right to defend themselves against any and all charges. The Employee shall have the right, if he/she so requests, to be represented for any disciplinary action by the Chief Steward or in the absence of the Chief Steward, the Alternate Steward. The employee's immediate supervisor or the Human Resources Department shall notify the Employee and Union in writing of any discipline within five (5) workdays of knowledge of said infraction.

An Employee may be suspended and subject to discipline pending an investigation meeting between the Employee, the Human Resources Department and the Chief Steward. Such suspension shall be with pay. The meeting shall take place within two (2) working days after the employee has been suspended at a date mutually agreed to between the parties. Upon a written response from the Human Resources Department that as a result of their investigation the employee has been discharged, the Union may file a grievance at Step 3. In posting any discipline and/or discharge, the employer will not take into account any prior discipline, which was given more than one year previous. The employer will not impose discipline on any employee for errors or mistakes on his/her employment application after a period of three years from the employee's date of hire.

After disciplinary investigation, a suspension shall be without pay and in accordance with the Fair Labor Standards Act.

## **GRIEVANCE PROCEDURE - ARTICLE 12**

1. Crucial to the cooperative spirit with which this agreement is made between the Union and the Township, is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should an employee or group of employees, or the Union feel that their rights and privileges under this agreement have been violated, the Steward shall be consulted.

**Step 1:** The aggrieved employee and the Union Steward shall verbally present the facts to the employee's immediate supervisor within five (5) working days of the date of the events giving rise to the grievance or the date the employee should have known of these events, but in no case shall a grievance be honored if presented to the immediate supervisor more than twenty (20) workdays after the date of the events giving rise to that grievance. If the immediate supervisor is a bargaining unit member, then the grievance shall be submitted to the first direct non-bargaining unit member supervisor of the employee within the employee's department. If there is no direct non-bargaining unit member supervisor in the employee's department, the grievance shall be submitted to the Human Resources Department.

**Step 2:** Should the Grievant decide that the First Step reply is unsatisfactory; the facts of the grievance shall be reduced to writing and submitted to the Human Resources Department within five (5) workdays. The Human Resources Department shall within five (5) working days reply to the Union in writing giving his/her decision.

**Step 3:** Should the Grievant decide that the Second Step reply is unsatisfactory the Union shall have sixty (60) calendar days to submit the matter to the Union's grievance panel for determination of arbitrability. Within this period the Union may move the grievance to arbitration under the rules and procedures of the **MERC (Michigan Employment Relations Commission)** or the grievance will be considered as withdrawn and settled.



## **GRIEVANCE PROCEDURE - ARTICLE 12 (CON'T)**

2. The Arbitrator shall within thirty (30) days after the hearing has been concluded render a decision and notify all parties in writing of the decision. The decision of the Arbitrator shall be final and binding on all parties and any provisions of the Arbitrator's decision shall be implemented immediately.
3. During the procedures of Grievance and Arbitration, such evidence and witnesses may be presented as deemed necessary by either party involved.
4. Cost of the Arbitrator's fee shall be equally divided between the Union and the Township and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such cost.
5. Time limits as set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract with copies to all parties involved. Failure of the Union to process the grievance to the next step within time limits set out therefore, shall constitute a settlement of the grievance in accordance with Management's last answer; and failure by management to answer within the time limits set out therefore, shall constitute a granting of the grievance in accordance with last request of the Union.
6. The parties hereto may make any other arrangements by agreement in written form if both parties so desire; neither party is obligated to agree to any other arrangements and shall suffer no prejudice by refusing to agree to any other provisions other than those set out as the grievance procedure herein.

### **JURY DUTY - ARTICLE 13**

The Township agrees to pay the difference the employee will receive as a juror and the regular pay, which the employee would normally receive from the Township. The employee will receive their regular paycheck for their regular scheduled workweek and shall endorse all checks or monies received from the court for Jury Duty over to the Township. Any mileage paid by the court will be retained by the employee. The notice to serve Jury Duty must be turned into the Human Resource Department.

## **HOLIDAYS - ARTICLE 14**

1. All employees shall have the following holidays off with pay: New Year's Eve, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.
2. Should two holidays occur in succession on Saturday and Sunday, the Friday before the holiday and the Monday following the holiday shall be observed as the holiday. Should two holidays fall on Friday and Saturday, the Thursday before the holiday and Friday shall be observed as the holiday. Should they fall on Sunday and Monday, the Tuesday following the holiday and Monday shall be observed.
3. The employee must work the last scheduled working day before and the first scheduled day after each holiday in order to qualify for holiday pay, unless the employee has received an excused absence from Management prior to the holiday. If the employee due to illness or accident is unable to work on either the day before or day after the holiday and provides written verification from a doctor or Urgent Care of this fact they shall be excused and receive holiday pay.

## HOURLY WORK SCHEDULE – ARTICLE 15

1. The Employer shall have the right to determine reasonable schedules of working hours and days, including the assignment of leave days, and to establish the method and processes by which such work shall be accomplished.
2. The regular work schedule for hourly employees shall consist of five (5) eight (8) hour days (Monday – Friday). When the Employer determines that extra hours are needed outside of regular shifts for hourly workers, the employee assigned to work, in agreement with management, shall have the choice of flex-time. Flex-time use must be approved one week in advance and occur during the same week.
3. Time and one half (1½) shall be paid for all hours worked in excess of forty hours per week. Holiday pay and PTO will be counted as time worked under this provision. In the event O.T. is scheduled in advance, it shall be based on high seniority with lowest O.T. hours within a classification.
4. When a Teamster is called to work (call-in), work begins at the time the Teamster arrives at the jobsite. A call-in is when you are called into work and then leave again. This time is not connected to the employee's regular shift. The employee will be paid for the hours worked at 1½ times their regular rate of pay, starting at the time they arrive at the job site. The minimum payment for call-in shall be two (2) hours paid at time and one half (1½). It is understood any employees eligible for call-in will respond within time to properly assist in addressing the overtime emergency.
5. Hourly Teamster employees may utilize PTO time in one-hour increments.

## **PAY DAYS - ARTICLE 16**

Township employees will be paid bi-weekly on Fridays. All pays will be direct deposited to the financial institution(s) of the employee's choice. A copy of the check stub will be provided until such time the Township is able to provide on-line access to printable paystubs. The workweek for the Township shall begin at 12:01 a.m. on Monday, and end at 12:00 midnight the following Sunday.

## PAID TIME OFF - ARTICLE 17

1. Paid Time Off (PTO) shall be requested in advance from the employee's supervisor and shall be used in minimum increments of one-half days for leave time of more than 4 hours. Employees utilizing half-day increments of PTO time shall be expected to work a minimum of 4 hours in addition to the use of PTO hours. Employees who wish to be absent more than 4 hours during the work day will need to use PTO time. This shall not apply to situations where the employee's supervisor has approved a flexing of their schedule because of unusual work demands. This flexing of hours shall occur during the same pay period.
  
2. PTO benefits will accrue for employees hired **prior to December 31, 2009** who have passed their probationary period in the following manner:
  - a. 

6 months through the 4th year of employment	192 hours
5 years through the 9th year of employment	240 hours
10 years through the 14th year of employment	288 hours
15 years or more of employment	336 hours
  
  - b. All hours will be fixed on January 1<sup>st</sup> of each year based on full years of service as of December 31<sup>st</sup> of the previous year. If an employee has an anniversary date (during the course of the year) that increases their years of service calculation, those additional hours will be added on a pro-rata basis on the date of the anniversary.
  
  - c. PTO hours accrued during the first and final years of employment will be pro-rated based on hours actually worked that year.
  
3. PTO banks are capped at 360 hours as of December 31, 2013. Employees who have PTO banks in excess of 360 hours at the end of each year will automatically convert over to a MERS Health Care Savings Account at 100% for use toward future health care expenses. Any PTO time in the employee's bank at the time of separation will be paid to the employee or their estate at 100%. A maximum of 360 hours shall be submitted to MERS and allowed to be used toward FAC.

**PAID TIME OFF – ARTICLE 17 (Con't)**

- 4. Employees may request a payout of PTO hours earned from their banks throughout the year. The amount of hours available for payout will be based on hours earned through the time of the request. Effective January 2019 all hours requested will be paid at 75%. These payments shall be non-MERS and not rolled into the employee's base wage. Full-time employees will be required to maintain a minimum of 40 hours of PTO time following a payout request for future use. A maximum of 180 hours will be allowed for payout in any given calendar year.
  
- 5. Employees hired after December 31, 2009 will accrue according to following schedule:

DOH through the 4 <sup>th</sup> year of employment	144 (18 days) per year
5 years through the 9 <sup>th</sup> year of employment	184 (23 days) per year
10 years through the 14 <sup>th</sup> year of employment	224 (28 days) per year
15 years +	264 (33 days) per year

PTO benefits will accrue beginning on the date of hire. Benefits will become available to the employee with the first payroll check following the benefit eligibility date (90 calendar days of employment). New employees who have not passed their benefit eligibility date are not eligible for PTO benefits. PTO hours accrued during the first and final years of employment will be pro-rated based on hours actually worked that year.

PTO days must be used within the year they are accrued or they will be lost. Employees will be allowed a maximum yearly carry over of 80 hours.

## **PAID TIME OFF – ARTICLE 17 (Con't)**

Part-time TEAMSTER employees working 20 or more hours a week shall be entitled to receive ½ of the PTO amount received by a full-time employee and must use the time within the year it is accrued or the time will be lost.

6. PTO benefits, if available in the employee's PTO bank, must be used to cover vacations and absence due to illness or injury. The employee's salary will be docked one day for each full day taken off when the employee has exhausted their PTO bank. Claim for PTO due to illness or injury must be accompanied by a statement from a physician when the employee has been off work due to illness or injury four or more days or when the claim for benefits is for the day preceding or the day following a vacation period or a holiday observed by the Township.
  
7. In addition to the paid time off, if the Township has a limited close down between the observed Christmas Day and New Years' Eve Holiday, the Teamster employees may elect to have the time off with pay by using three (3) PTO days from their banks to cover this period. "With Supervisor approval, employees may work during the Christmas closure".



## HEALTH INSURANCE - ARTICLE 18

1. The Township will provide the following level of health care insurance for the employee and the employee's family including dependents through December of the year the dependent turns 26.
2. The current employee health care insurance coverage is listed below:
  - Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Township will provide a benefits card to pay for In-Network deductibles of up to \$3,250/per person and up to \$6,450/per family. In addition, the Township will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The benefit card will be paid for by the Township through a Healthcare Reimbursement Account established by the Township.
  - Employees receiving health care insurance will contribute on the first two pays of each month toward their health care premium, unless otherwise specified within the relevant bargaining agreement or employment contract. Current contributions will be as follows: Single Coverage = \$25.00/per pay; Two Person Coverage = \$50.00/per pay; Family Coverage = \$75.00/per pay.
  - Vision insurance at level currently provided through VSP Vision Plan with premium paid by the Township.
  - Dental Coverage at level currently provided through Delta Dental with premium paid by the Township.

**It is understood and agreed that the parties will review on an annual basis the coverage's provided revising levels or providers if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan meets the then current requirements of the law.**

- 3 Employees who will retire after December 31, 2011, but were hired prior to January 1, 2010, will receive retiree health care at age sixty (60) with ten years of service until such time the employee is eligible for Medicare. Employees hired after January 1, 2010 shall be eligible for retiree health care at age 62 with fifteen (15) years of service. Coverage for employees who retire after December 31, 2011, will change in the future to match any changes in coverage in the collective bargaining agreement.

## HEALTH INSURANCE – ARTICLE 18 (Con't)

Employees hired after December 31, 2013 shall not be eligible for retiree health care. As of May 1, 2018, employees will contribute 1% of gross per pay with the Township contributing \$50.00/per pay to a Health Care Savings Program in the employee's name for future health care cost with a 10-year vesting for purposes of retirement, on the employer contribution.

4. When an employee is eligible for Medicare, the Township shall provide a Medicare Supplemental coverage equal to or better than the plan in effect 11/23/2021, until employee's death. Should an employee who was hired prior to January 1, 2010 and retires prior to age 60, the coverage provided as an active employee shall be continued by the employee reimbursing the employer the premium involved in the extension. At age sixty, the Township will pay 100% of the cost for the base plan that was in affect at the time of retirement for the employees hired prior to January 1, 2007 with eligible dependents.
5. Employees hired after January 1, 2010 and retire at age sixty-two (62), the Township will pay 100% of the cost for the base plan that was in affect for the employee only. The cost for coverage for any dependents will be the responsibility of the retiree.
6. All Teamster employees shall have the option of contributing to a Health Care Savings Program through MERS on a post-tax voluntary basis. The employee shall have control over the contribution amount and when it starts and stops.

## HEALTH INSURANCE – ARTICLE 18 (Con't)

7. The Employer shall provide a short term and long term disability benefit for each employee. The provision of the short-term policy shall take effect and begin paying benefits at 66 2/3% of current wage. The waiting period could be up to 30 days depending on coverage being secured and that the disability claim is approved by the provider. The maximum benefit period under short-term is 90 days. The provisions under the long-term disability shall begin paying benefits to the employee at 66 2/3% of current hourly wage, following a waiting period of ninety (90) calendar days and approval of disability claim. The maximum benefit period under long-term is determined by your age when the disability begin. The Township will pay the difference between the maximum benefit and 66 2/3% of wage for a period of one year. Following one year, the disability benefit will be the only pay received by the employee. If the employee has PTO time in their bank while receiving 66 2/3% of pay, they may utilize their PTO to make up the difference in their weekly gross income not to exceed 100% of pay.
8. The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under other health insurance. The employees who choose to withdraw shall receive annually a \$3,000.00 cash payment in lieu of health insurance. This payment shall be made in two installments: one in June and one in December.
9. Effective March 1, 2007, retirees will now have the option to withdraw from the health insurance coverage to receive annually a \$3,000 cash payment in lieu of health insurance in two installments: one in June and one in December. To participate in this plan, the employee or retiree must notify the employer prior to January 1 of each year and provide verification of the alternate coverage. If for any reason the employee loses their alternate coverage, they

## **HEALTH INSURANCE – ARTICLE 18 (Con't)**

shall notify the employer immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. If for any reason, their plan shall jeopardize the tax-exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

10. In the case an active employee dies, their same healthcare insurance shall be provided to the surviving family for 60 days following the death, and thereafter COBRA eligibility begins.

## **LIFE INSURANCE - ARTICLE 19**

1. The Township shall pay the full cost of providing term life insurance to all employees in the minimum amount of \$30,000.00 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.
2. Employees who retire after signing of this contract shall be covered by paid life insurance in the minimum amount of \$5,000 death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Township Board.
3. Management agrees to pay the total cost of life insurance.

## **EMPLOYEE PENSION PLAN -ARTICLE 20**

### **Employee Hired Before 1/1/2013**

1. The Employee pension program shall be administered through the Michigan Municipal Employees' Retirement Systems (MERS). Effective January 1, 2000 the benefit program shall be the B-3 (2.25% multiplier) with the F-55/15 waiver and the FAC-3.

### **Employees Hired After 1/1/2013**

2. Effective January 1, 2013 new hires have the following pension benefit through the Michigan Municipal Employees' Retirement System: B-2 (2%) multiplier with the F-55/15 waiver and the FAC-3.
3. The employee contribution for both divisions shall be 8% for the length of this current contract. The change in the employee contribution will take effect on the first of the month following ratification by the union body and Township Board approval.
4. An employee shall be considered retired and eligible for benefits other than pension as provided for in this contract, at the earliest date that he/she would qualify under the MERS pension plan and meet eligibility requirement covered in this contract, providing the employee's service is not based on any prior service with another employer.

**WAGES - ARTICLE 21**

	Current 2021	2.75% 1/1/2022	3.0% 1/1/2023	3.0% 1/1/2024
	<b>Starting Wage</b>	<b>Starting Wage</b>	<b>Starting Wage</b>	<b>Starting Wage</b>
Information Systems Manager	\$79,197.46	\$81,375.39	\$83,816.65	\$86,331.15
Assistant Information Systems Manager	\$59,517.95	\$61,154.69	\$62,989.33	\$64,879.01
Compost Facility Manager	\$86,571.47	\$88,952.19	\$91,620.75	\$94,369.37
Ordinance Enforcement Administrator	\$51,250.16	\$52,659.54	\$54,239.33	\$55,866.51
Recreation Coordinator	\$53,000.00	\$54,457.50	\$56,091.23	\$57,773.96
Planning & Development Coordinator	\$65,000.00	\$66,787.50	\$68,791.13	\$70,854.86
Staff Planner I	\$46,000.00	\$47,265.00	\$48,682.95	\$50,143.44
<b>Ordinance Enforcement Officer</b>	<b>\$21.63</b>	<b>\$22.23</b>	<b>\$22.89</b>	<b>\$23.58</b>
<b>Web Content &amp; Design</b>	<b>\$19.81</b>	<b>\$20.35</b>	<b>\$20.97</b>	<b>\$21.59</b>
<b>*Hourly Employees</b>				

A. On January 1, 2022 TEAMSTERS shall receive a 2.75% increase. On January 1, 2023, TEAMSTERS shall receive a 3.0% increase. As of January 1, 2024, TEAMSTERS shall receive a 3.0% increase.

B. Longevity Step Increases - Longevity pay shall be paid out as a flat fee, based on years of service and not rolled into base wage. Lump Sum longevity pay shall be received on the first pay following the yearly anniversary date in which employee becomes eligible.

Longevity pay shall be paid out as a flat fee, based on years of service and not rolled into base wage. Lump Sum longevity pay shall be received on the first pay following the yearly anniversary date in which employee becomes eligible.

Step #1 - Five (5) - Nine (9) Yrs of service	1.5% of base wage
Step #2 - Ten (10) - Fourteen (14) Yrs of service	1.75% of base wage
Step #3 - Fifteen (15) - Nineteen (19) Yrs of service	2.0% of base wage
Step #4 - Twenty (20) - Twenty-Four (24) Yrs of service	2.25% of base wage
Step #5 - Twenty-five (25) + Yrs of service	2.5% of base wage

## **TRANSPORTATION - ARTICLE 22**

Any employee who is requested by the Employer, and at employee's option agrees, to use his or her own car in the performance of their duties will receive mileage allowance in the amount of the current internal revenue service rate.



### **SAVING CLAUSE - ARTICLE 23**

If any article or section thereof of this contract is found to be in violation of the laws of the State of Michigan or Federal Labor Laws, such Article or Section thereof shall become null and void and both parties to this Contract shall meet to negotiate proper changes in the wording within the limits of the law. The remaining portions of the Contract shall remain in effect.

## **COMPLETE AGREEMENT - ARTICLE 24**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, except in the areas otherwise provided for in this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement.

## MISCELLANEOUS - ARTICLE 25

1. **JOB DESCRIPTION:** The Township shall furnish the Union with copies of all job descriptions. The Township further agrees that whereas new job descriptions are created or present job descriptions are revised, such descriptions will also be furnished to the Union. If a job description or duties are “significantly changed”, or a new position is created within the bargaining unit, the Employer shall notify the Union prior to the position being created or changed and the Employer shall determine salary. If the Union disagrees with the salary rate, the grievance procedure shall be invoked after the parties meet in an attempt to resolve differences concerning the salary rate.
  
2. **CONTRACT:** The Township shall provide each member of the Teamsters Local 214’s collective bargaining unit a copy of the Union Contract, electronically within ninety (90) days of ratification of this contract.
  
3. **REIMBURSEMENT FOR EDUCATION EXPENSES:** Any employee who desires to advance within their department or better his or her present position by participating in outside education courses, seminars, workshops, or similar activities must do the following to be considered for reimbursement from the Township and/or time off to attend such programs. The employee shall submit a written request to the Human Resources Director, unless another individual is designated. The request shall contain the following information:
  - a) The dates, time, and place of the activity, and if there is a deadline for making arrangements for the program.
  - b) The cost of the activity.
  - c) A description of what will be taught and an explanation of how this program will benefit the employee and the Township.

## MISCELLANEOUS - ARTICLE 25 (CON'T)

The above request must be submitted at least four (4) weeks prior to the event if there is no deadline for reservations, or four (4) weeks from the deadline if there is one. This is in order for the Township to adequately determine whether it wishes the employee to participate in the program. The Township will inform the employee if it will pay any or all of the costs of the particular program and also what arrangements, if necessary, can be made for time off. If a grade is given, a passing grade must be obtained before reimbursement is made.

Employees who attend educational programs without the prior written approval of the Human Resources Director or his/her designee shall not be reimbursed for any expenses incurred. Any employee required to take additional schooling for his/her job, over and above classification requirements and not required for certification or by state law, may request a review of their job description per Section 1 of this article.

4. TRAINING: The Township will provide necessary technical training, including seminars, when such training or seminars are required to obtain or maintain skills needed in the employee's work. The Township shall pay the entire cost of providing such technical training.
5. UNION BULLETIN BOARD: The Employer agrees to provide the Union with a Union bulletin board in the Township Civic Center. This bulletin board or anything posted thereon, will not be disturbed by any official of the Employer, unless approved by the Union.

Any material posted on the bulletin board and authorized by the Union to be posted which contains anything controversial, or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees, shall be in violation of this Article and shall entitle the Employer to require the Union to remove such material.

## MISCELLANEOUS - ARTICLE 25 (CON'T)

6. **BUILDING CLOSURE:** If the Township closes a building for acts of god or for reasons related to the health and safety of the employees, affected employees shall not experience a reduction in pay nor shall they be required to use accumulated leave time to cover said closing. When possible, employees will be contacted prior to reporting to work by their supervisor.
  
7. **EXPOSURE:** If a TEAMSTER employee is exposed to materials, substances, or come in contact with parasites believed to be detrimental to their well-being while performing work responsibilities, they shall have access to locker rooms and showers located at the Township Civic Center or mutually agreed upon location. The employer will provide scrubs for the employee after showering and bags to dispose of any contaminated clothing. Contaminated clothing must be removed from Township property.

## **RESIDENCY - ARTICLE 26**


Employees shall reside no more than thirty (30) miles from the existing borders of Ypsilanti Township. The Township Board may waive this requirement.

## **DURATION OF AGREEMENT - ARTICLE 27**


This contract shall be in full force and effect from January 1, 2022 – December 31, 2024 and year after year thereafter, unless not less than one hundred twenty (120) days before the expiration date, either party to the contract may notify the other party in writing that the contract is being opened for negotiations and/or amendment.

**UNION CONTRACT BETWEEN  
THE CHARTER TOWNSHIP OF YPSILANTI AND  
MEMBERS OF TEAMSTERS LOCAL 214  
EFFECTIVE January 1, 2022 – December 31, 2024**

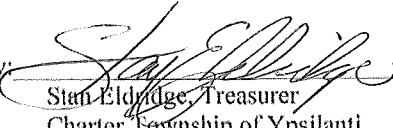
Approved by Management:

By:   
Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

2-22-2022  
Date


By:   
Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

2-23-2022  
Date

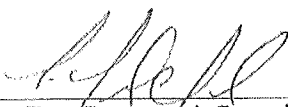
By:   
Stan Eldridge, Treasurer  
Charter Township of Ypsilanti

2-22-22  
Date


Approved by the Union:

By:   
Travis McDugald, Chief Steward  
Teamster Local 214

2022-02-15  
Date

By:   
Tom Greenwood, Committee Member  
Teamster Local 214

2-16-2022  
Date

By:   
Mike Gooden, Committee Member  
Teamster Local 214

2-16-2022  
Date

By: Dennis E. Nauss  
Dennis Nauss, Council Representative  
Teamster Local 214

Digitally signed by: Dennis E. Nauss  
DN: CN = Dennis E. Nauss email =  
dennauss@teamsters214.org C = AD O =  
Teamsters Local 214  
Date: 2022.02.17 09:27:07 -0500

\_\_\_\_\_  
Date