

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF YPSILANTI

AND

TPOAM

YPSILANTI TOWNSHIP CHAPTER

November 15, 2022 - December 31, 2024

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EMPLOYER'S RIGHTS - ARTICLE 1

- A. The employer retains the right to do all acts and things, and exercise all powers vested in it by law and to determine the methods and procedures of work and materials and equipment 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.

- B. 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.

RECOGNITION - ARTICLE 2

- A. The Employer does hereby recognize Ypsilanti Township Chapter of Technical, Professional, and Office Workers Association of Michigan (TPOAM) 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 bargaining unit of all Township employees except those excluded as follows:

- B. Excluded from the bargaining unit shall be all administrative, supervisory, confidential, temporary employees and seasonal employees, police officers, and fire fighters. The determination of whether employees excluded by Management as confidential employees are actually confidential employees shall be referred to the Michigan Employment Relations Commission.

- C. Supervisory employees, with the exception of the Compost Facility Manager and Deputy of Elections shall not be allowed to perform duties normally performed by a member of the bargaining unit with the following exceptions. Supervisors may be allowed to perform bargaining unit work in emergency situations wherein Management's opinion, life or property is endangered or where there is an overtime assignment and after reasonable attempt, Management cannot secure a qualified bargaining unit employee to perform the assignment. An attempt shall be considered a telephone call or text to the employee's assigned Township cell phone or the employee's personal phone number of choice and letting the phone ring a sufficient number of times to give the employee time to answer. Supervisory employees shall also have the right to instruct, train, advise and teach new and existing employees new and established Employer methods of operation. Supervisory employees shall also have the right to conduct safety classes as needed.

- D. Excluded positions shall include the following:

Elected Officials	Police Services Administrator
Deputy Clerk	Police Officers
Deputy of Elections	Ordinance Enforcement Administrator
Deputy Treasurer	Ordinance Enforcement Officer
Administrative Assistant to the Twp. Supervisor	Community Engagement Coordinator
Deputy Supervisor	Residential Services Director
Administrative Services/HR Director	Building Operations Superintendent
Human Resources Generalist	Park & Grounds Superintendent
Human Resources Confidential Secretary	Recreation Director
Deputy Assessor	Accounting Director
Computer/Network Support	Recreation Leaders
Information Systems Manager	Environmental Services Superintendent
Economic Development Director	Environmental Services Educator
Planning Director	Housing Inspections Administrator
Planning & Development Coordinator	Hydro Operations Manager

RECOGNITION - ARTICLE 2 (CON'T)

Environmental Specialist
Building Director
Fire Chief
Fire Marshal
Fire Officer
Firefighter
Assessing Director
Public Services Superintendent
Operations Manager
Web Content & Design Manager
Assistant Information Systems Manager
Director of Golf Operations

Purchasing Director
Community Compliance Director
Human Resource Manager
Golf Course Superintendent
Assistant Golf Course Superintendent
Office Manager
Community Standards Director
Staff Planner I
Recreation Coordinator
Quality Assurance Specialist
OCS Executive Coordinator
Assistant Director of Golf Operations

AUTHORIZATION FOR DUES/FEEES DEDUCTION – ARTICLE #3

Section #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.

Section #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.

Section #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.

Section #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.

Section #5

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

Section #6

Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or re-establishing 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.

REPRESENTATION - ARTICLE 4

A. The Union shall be represented by the following Committees and Stewards:

1. Stewards

a. One (1) Section Steward for each of the following:

Clerical Staff and Maintenance Staff.

b. One Chief Steward.

B. Committees: The Union shall be represented by the following Committee:

Bargaining/Grievance Committee

C. Committees shall be limited to five (5) members or less.

The Stewards or an aggrieved employee, after discussing the matter with his Section Steward, may request the Chief Steward's assistance at any time on matters of grievances within his or her section. The Chief Steward will not normally enter into any Section Steward's grievance procedure until requested by the said Section Steward or aggrieved employee.

D. Representatives of TPOAM, Council, and/or the International Union may be present at all meetings between Management and the Union.

E. The Chief Steward shall be a member of all committees.

1. The Section Stewards and the Chief Steward, upon request by the Section Steward or aggrieved employee, shall be allowed by their immediate supervisors sufficient time to handle legitimate labor grievances during working hours, provided that the Township would provide such replacement if necessary, within a reasonable time of the request.

2. Any Steward who attends meetings with the Employer during working hours shall be paid at his or her base rate of pay.

3. Any committee member who attends meetings with the Employer during working hours shall be paid at his or her base rate of pay.

4. Two employees of those employees on duty at each work location will be permitted to attend the general membership monthly meeting so long as personnel are on duty to permit the absence. Said attendance shall be limited to two-hours total and employees shall suffer no loss of compensation.

REPRESENTATION - ARTICLE 4 (CON'T)

5. The Township will attempt to release all members of the above committee for meetings. Where this will cause a hardship in a particular department and existing employees cannot cover their absence, alternate arrangements will be made by the union.
- F. 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.
- G. The Chief Steward, Executive Officer, Departmental Steward or in the event of their unavailability, a member of the Bargaining and Grievance Committee shall be granted the privilege of conversing with any bargaining unit member, provided, however, that the Chief Steward, Executive Officer, Departmental Steward or member of the Bargaining and Grievance Committee has secured permission from their immediate supervisor and the supervisor of the employee with whom they wish to speak. Permission shall not be unreasonably withheld.
- H. The Chief Steward shall be entitled to work on the shift which has the largest percentage of employees, so long as there is work on that shift in the classification held by the Chief Steward.
- I. The Chief Steward while serving in the capacity of the Chief Steward, shall have top seniority for layoff purposes only.
- J. 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 TPOAM Union business. These days will be distributed among the Union Representatives or officials, but shall not be cumulative from year to year.
- K. The Chief Steward, Clerical Steward, Maintenance Steward, Executive Officer or a member of the Bargaining and Grievance Committee (acting upon the request of the Chief Steward), shall be allowed—three (3) hours total combined release time per week for the purpose of investigating grievances and/or conducting other union business. The Steward/Officer shall notify their immediate supervisor upon leaving and returning from union business. Said time to be exclusive of special conferences, arbitration, negotiation meetings, or meetings as requested by management.
- L. Employee members of the bargaining committee will be granted straight time hours for the time spent for normal working day in negotiations with the Township. Employees who bargain on other than normal regularly scheduled workday will be granted straight time pay for hours spent bargaining with the Township, with a one-hour minimum.

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 the 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 scheduled within five (5) working days and held within fifteen (15) working days of the request. A special conference does not replace any step of the grievance procedure.

PROBATIONARY PERIOD - ARTICLE 6

- A. All new full-time TPOAM employees hired shall be considered as probationary employees for the first 90-days of their employment. All new part-time (29-hours or less worked weekly) TPOAM employees hired shall be considered as probationary employees for the first 180-days of their employment. Upon mutual agreement between the Employer and the employee's union, this probationary period shall be extended for an additional 90-days. 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 absent from work during the probationary period, the probationary period will be extended by the total number of full days absent. If a new employee is terminated prior to the completion of their probationary period, this same employee may not be rehired for a period of 120 days.

A new employee, who does not meet the Township standards, may be terminated at any point during the probationary period or any extension of the probationary period without recourse to the grievance procedure. Insurance benefits and holiday pay shall be available to the employee after their first 90 days of employment. All other benefits shall take effect upon completion of the probationary period.

- B. If a probationary employee is injured on the job before completing their probationary period and it is determined they are entitled to receive Workmen's Compensation as a result of said injury, such employee's probationary period will be stopped at the beginning of their leave and shall resume upon return to full duty. During such time that the employee is off work as a result of a compensable injury, they shall not be entitled to any benefits of this Collective Bargaining Agreement. When such employee is able to return to work in their former position and perform the essential duties of their position, they shall complete their probationary period, and shall have a seniority date of the date of hire.
- C. The Union shall be notified in writing of all new hires immediately. Notification shall be forwarded to the Chief Steward and include the following: Classification, Rate of Pay, Name, Address, and Phone Number.

SENIORITY - ARTICLE 7

- A. 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.
1. When two (2) or more employees start on the same date, their seniority shall be determined by the date the employment offer was made by Human Resources and accepted by the employee.
- B. Seniority will be broken only for the following:
1. Discharge. (If upheld after all grievance and legal procedures have been exhausted.)
 2. Voluntary quit.
 3. 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. Exceptions may be made by the Employer, after review of the circumstance. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made by the employer, after review of the circumstances.
 5. Failure to return from sick leave or leave of absence will be treated the same as number three (3) above.
 6. Employee retires.
 7. Is laid off for a period longer than the total seniority at time of layoff.
- C. Any employee of Ypsilanti Township within the bargaining unit who shall accept advancement of a position exempt from the bargaining unit hereunder shall retain all prior accumulated seniority and should such employee subsequently return to a position within said bargaining unit, such accumulated seniority shall be restored to such employee.
- D. Re-Hire.

If an employee has a minimum of two years seniority and voluntarily terminates and is rehired within two years, he or she shall start at the 2-year step for the position he/she is rehired into along with their longevity steps and seniority up to time of termination.

LAY-OFF - ARTICLE 8

Procedure for the reduction of the working force:

1. When employees are removed from a classification within a department for the purpose of reducing the working force in that classification in that department, the employees with the least seniority in the affected classification in that department shall be removed first, provided that the employees remaining in the classification have the ability to perform the work available.
2. A removed employee shall have the right to transfer, conditioned upon the ability to perform the work available, in the following order of priority after all vacancies have been posted and posting period has been completed:
 - a) To a vacancy, if any, in the same classification in another department.
 - b) To a vacancy, if any, in another classification in the same pay grade within the department.
 - c) To replace the employee with the least seniority in the same classification, if any, within the bargaining unit.
 - d) To replace the employee with the least seniority in another classification in the same pay grade, if any, within the bargaining unit.
 - e) To a vacancy, if any, in a classification assigned to the next lower pay grade within the department.
 - f) To a vacancy, if any, in a classification assigned to the next lower pay grade within the bargaining unit.
 - g) To replace the employee with the least seniority, if any, in the classification assigned to the next lower pay grade within the bargaining unit.
3. An affected employee not transferred as provided in two (2) above shall have the procedure set forth in 2 (c), (d), (e), (f), and (g), applied to classifications assigned to each succeeding the next lower pay grade until he is transferred or laid off.
4. The procedure set forth in two (2) and three (3) above shall be applied for an employee who is replaced as a result of the application of the above procedures until he is transferred or laid off.
5. 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 or part-time non-probationary employees.

LAY-OFF - ARTICLE 8 (CON'T)

6. 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.
7. The employees 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 departments from which they were laid off.
8. When employees are on lay-off or when the workforce is reduced the Township will not contract out the services which employees laid off could perform with the following exceptions:
 - a. This does not prohibit the Board from continuing any contractual services they are contracting for, except students will not be retained when employees are laid off.
9. Any employee moved to a lower classification due to a reduction in the work force in their current classification will be placed on the salary schedule at the indicated rate for that lower classification within the same step. The date for the employee step increase remains the same as prior to the reduction in classification.
10. Layoff Defined:
 - a. This term refers to a reduction in the number of employees within the bargaining unit.
 - b. Lay-off Priorities: In the event of a permanent or temporary lay-off, employees will be laid off in the following order within their department:
 1. Temporary/Seasonal Employees
 2. Probationary Employees
 3. Part-time Employees
 4. Full-time Employees
 - c. Lay-off Notification: In the event of a lay-off, employees shall be notified, in writing, by the employer at least ten (10) days prior to the lay-off. The Union shall be given a list of such laid off employees at the same time.
11. Employees on layoff shall retain seniority rights accumulated at the time of layoff.
12. Notice of recall from layoff shall be sent by registered mail to the employee's last known address. The employee shall have five (5) 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.

LAY-OFF - ARTICLE 8 (CON'T)

13. Seniority employees shall have the right to recall from layoff for a period not to exceed their total seniority at the time of layoff.
14. 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.
15. Reduction in Hours
 1. If the need arises for a reduction of hours, Management and the Union will meet to discuss the procedure to be followed and Management's reasons for the reduction of hours.
 2. No employee will be reduced to working less than thirty two (32) hours per week and holiday pay counts toward the 32 hours of work, should a holiday fall in that work week.
 3. Any full-time employee affected by a temporary reduction of hours shall be given the same rights and privileges as if he or she were full-time in a layoff situation to bump, (should the original position be returned to 40 hours the employee could return to their original position).
 4. Any employee affected by the reduction of hours will be given a two (2) week notice prior to the reduction of hours becoming effective.
 5. All 40 hour week employees affected by the reduction of hours will continue to receive benefits as a full-time employee.
 6. The lowest senior employee in each department will be reduced by the maximum hours allowed before the next lowest senior employee is affected by a reduction of hours.
 7. If a lay-off and/or reduction of hours become necessary, it will first be offered to employees in the affected department on a voluntary basis. The most senior employee in that department would be eligible first, and then continue down the seniority list. If there are insufficient volunteers, the least senior employee(s) in that department would be affected first.
 8. Employees whose hours have been reduced may supplement their hours with PTO.
16. When returning from lay-off employees will be restored to their original classification if an opening or vacancy is there, otherwise to an opening or vacancy that they are qualified for.

SUBCONTRACTING - ARTICLE 9

The employer agrees that they will not layoff or displace employees or reduce the size of the bargaining unit due to subcontracting.

LEAVES OF ABSENCE - ARTICLE 10

Personal Leave of 30 Days or Less

- A. 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 his/her immediate supervisor before taking such leave. All available PTO time must be exhausted, prior to leave of absence without pay, with the exception of LWOP (leave without pay) requested in accordance with 'Letter of Agreement' related to Article 22 – Paid Time Off (PTO) section "J", where at the employees request, time taken related to a positive COVID-19 diagnosis, LWOP (leave without pay) can be granted.

Personal Leave of More than 30 Days

- B. 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 the Manager or Supervisor of the Department for which he/she works. The Manager or Supervisor shall forward the request to the Township Board at the 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 C. 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.
- C. 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 A or B for the first thirty (30) days of the leave. After this period, coverage may be continued during a leave of absence provided direct payment of the total premium is made by the employee as prescribed by the Township.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

Military Leave

- D. 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. The paid leave shall be equal to the difference between the employee's regular pay and military pay for a maximum of two (2) weeks unless additional time is granted by action of the Township Board.

Medical Leave

- E. 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 doctor's certification shall state that the employee needs to be on a Medical Leave of Absence and the anticipated date that the employee will return to work.

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 absence, whichever is less. The employee's seniority shall be terminated at the end of two (2) years on 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.

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.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

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 their former position even though the employer may have temporarily filled the position. The individual who filled the position temporarily shall be laid off and if applicable, subject to the lay-off procedure in the contract. After the expiration of one (1) year an employee shall be allowed upon returning to work to utilize his seniority to bump the least senior employee in his/her classification. If he/she does not have sufficient seniority for this he/she shall be treated as if they were laid off and subject to the lay-off procedure in the contract.

Duty Disability Leave

F. Any employee who has completed his 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. After 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.

The Employer shall have the right for a period up to six (6) months to assign employees on duty disability leave, duties that meet his/her restrictions and that they are capable of performing regardless of the employees seniority or classification. The employee shall receive their same rate of pay as they received prior to the duty disability leave regardless of the duties assigned. For purposes of determining the employee's eligibility for duty disability leave, this period shall not count toward the employees duty disability leave time but shall also not operate to create a new duty disability period if the employee is returned to leave status.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

Bereavement Leave

- G. The employee shall be granted bereavement leave with pay when the employee suffers a death in their immediate family. The employee shall receive leave with pay for up to five (5) working days. The leave is for the purpose of attending the funeral/memorial service and for attending to other family business. The employee must submit verification of attending the funeral/memorial. A member of his/her immediate family shall be: parent, step-parent, spouse, spouse's parent, spouse's step-parent, child or 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 grand-parent, spouse's grandparent, grandchild, brother, or sister, the employee shall receive leave with pay for up to four (4) working days. The leave is for the purpose of 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 the purpose of 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 two (2) days leaves to attend the funeral/memorial services will not be deducted from the employee's PTO time.

Any additional time for bereavement shall be granted upon the employee's request from the employee's PTO bank, or leave without pay.

An employee who has a death in his/her family during a vacation period must notify his/her immediate supervisor immediately upon receiving notice of the death and shall have up to five (5) 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 10 (CONT'D)

Family Leave

- H. 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 calendar year for the purposes outlined in the act. The employee shall be eligible to utilize PTO leave and sick and accident benefits for personal illness or disability, which include pregnancy, terminations 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 B and C of this article. During the course of this agreement, employees are entitled to leave in accordance with the FMLA and any subsequent amendments thereto.

During the above twelve (12) week period, if required by Federal law, 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.

Leave of Absence for Appointment to an Elected Official

- I. Any employee who has completed their probationary period and placed on the seniority list as a regular employee shall be granted upon request, a Leave of Absence for appointment to Deputy Clerk, Deputy of Elections, Deputy Treasurer or Administrative Assistant/Deputy to the Township Supervisor.

Any person who takes a Leave of Absence for a Deputy appointment shall have their seniority in the TPOAM bargaining unit frozen on the date the Leave of Absence begins. During the duration of the Leave of Absence, the employee(s) wage, benefits and conditions of employment shall be established by township board of the Charter Township of Ypsilanti in accordance with state law. Any PTO time accrued prior to the Leave of Absence will remain available for use by the employee. Any paid time off accrued prior to or during the Leave of Absence that is in the employee's time bank on the day the Leave of Absence is terminated and the employee returns to a bargaining unit position, will be retained by the employee and available for use in accordance with the terms of the TPOAM collective bargaining agreement.

An employee appointed to a Deputy position shall have their seniority frozen when they begin their appointment to the Deputy position. If the employee's appointment is rescinded/terminated, that employee shall have the ability to rejoin this unit. The employee's seniority will then recommence at the seniority frozen minus the time-period spent in the Deputy position. No member of this bargaining unit shall be displaced or subject to layoff provisions when a deputy returns to this unit.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

Leave of Absence for Promotion Outside the TPOAM Bargaining Unit

- J. Any TPOAM employee that accepts a promotion outside the bargaining unit, excluding an appointed position in Section I, will have a six (6) month window to return to their former position in the TPOAM bargaining unit without prejudice. If they do not return within six months, their affiliation with TPOAM is severed and they forfeit any and all rights they may have had under the TPOAM collective bargaining agreement. Management would be able to fill the TPOAM position on a temporary basis for six months.

JOB POSTINGS, VACANCIES AND TRANSFER - ARTICLE 11

- A. It is realized by both management and the Union that certain skills and certain qualifications are necessary to accomplish the job we are responsible for in serving the Township. Therefore, it shall be considered reasonable in the event an employee does not meet the minimum qualifications for any job posting, Management shall have the right to disqualify such employee subject to representation of the employee by the Union in evaluating reasons for disqualification. The employee shall have the right to bid on a job opening which shall result in an upgrade in classification and pay grade.

When a regular, full-time position becomes vacant or management is aware of a pending vacancy, management will meet with the Union within ten (10) working days to discuss filling the vacancy. Once the meeting is held, Management will determine within ten (10) working days whether the position is to be filled. If the position is not going to be filled at that time, then Management will notify the Union within five (5) working days of the reason 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 twenty (20) calendar days.

Postings shall be on bulletin boards where they can be seen by all employees for five (5) working days. When multiple positions are to be awarded from a job posting, the number of positions available or the statement 'multiple positions to be awarded' will be noted on the job posting. Job postings shall set out the minimum qualifications for the job including any test or exam that may be required. Tests may be required by the Employer for the purpose of establishing qualifications that are not currently in the employee's personnel file. Any test given would be directly related to the job posting. The senior applicant who meets the minimum qualifications including passing the applicable test or exam shall be awarded the position. An employee shall not be required to take a test or exam when he/she bids laterally to the same position in another department or building if they have taken and passed the same test or exam. An employee interested in a posted position shall notify the Human Resource Department in writing. An Email to the Human Resource Department shall qualify as notice.

Job awards shall be made within ten (10) working days after the posting if no exam or test is required. If an exam or test is required, it shall take place within ten (10) working days of the close of the posting. The job award shall be made within ten (10) working days after the employer has the results of the test or exam or after employee has obtained necessary required certification.

- B. There shall be a 30 calendar day qualifying period for all job postings. On the thirty-first calendar day of employment in the new position as a result of job bid, the employee shall be deemed qualified and paid the rate for such classification. Employees filling a position by job bid during the thirty calendar day qualifying period shall be paid 50% of the difference between the new higher classification and the former classification above their former base rate.

JOB POSTINGS, VACANCIES AND TRANSFER – ARTICLE 11 (CON'T)

Management shall not be held to the thirty calendar day period if it is determined that the employee's ability is obviously lacking and that he or she cannot qualify for the position. In the event that an employee does not qualify in the new position as a result of job bid, such employee shall be returned to his or her former position without loss of seniority or bias. Management will notify the employee and the Union in writing the reasons for disqualification. Any employee who is disqualified within the thirty calendar day qualifying period shall have recourse to the Grievance Procedure and/or a special conference.

An employee (employee #1) that bids on a position and does not successfully complete their probationary period (even if extended) shall return to their former position. Any other employees that have bid on positions created by (employee #1's) move shall return to their former position. Employees will follow the same path in both directions.

- C. The Chief Steward shall be sent a copy of all job postings.
- D. Time limits as set forth in this article may be extended by mutual agreement. Such extensions shall be stipulated in writing and signed by both the Union and Management, with copies to both parties.
- E. The Board shall have the right to temporarily transfer employees to another position for a period not to exceed thirty (30) calendar days. If the employee is transferred into a higher classification he/she will be paid at the rate of that classification. As needed, the Township also has the right to assign work or duties (as qualified to do so), in a lower classification to be paid his/her regular rate to meet the needs of the Township. In the event of shift or alternate work schedule the employee being transferred shall be given preference based on his seniority for the period of the transfer regardless of his/her current classification.

DISCIPLINE AND DISMISSAL - ARTICLE 12

- A. 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 they so request, to be represented by their steward or the chief steward for any disciplinary action. The Employee and the Union shall be notified in writing of any discipline within seven (7) working days of knowledge of said infraction.
- B. An employee may be suspended and subject to discharge pending an investigation and meeting between the Township Representative and the Union Grievance Committee. Such 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 Township Representative that as a result of their investigation the employee has been discharged, the Union may file a grievance at Step 4.
- C. In posting any discipline and/or discharge, the employer will not take into account any prior discipline which was given more than one (1) 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.
- D. Repeated tardiness in reporting to work or returning from lunch (6 times in any 6 month period) and each succeeding incident of tardiness during the calendar year will be cause for a review by Human Resource and possible discipline.

Once reviewed and in the disciplinary process the employee progresses to the next stage of process for each subsequent violation.

6th Tardy – Oral Reprimand
7th Tardy – Written Reprimand
8th Tardy – Disciplinary Lay Off (3 day)
9th Tardy – Discharge

- E. Attendance Program: (Letter of Agreement moved into Article)
 - 1. This program shall exclude all absences that are scheduled under the PTO program and pre-approved by the Supervisor, bereavement, jury duty, and absences covered under the Family Medical Leave Act.
 - 2. The employees must notify their Supervisor the day prior to have the absence considered pre-scheduled. The Supervisor can only approve an absence if the employee has PTO time available for use. PTO in the employee time banks must be used for any absence or tardy. The supervisor shall not unreasonably deny a request for time off.

DISCIPLINE AND DISMISSAL - ARTICLE 12 – (Con't)

3. Six unscheduled call-in absences in a rolling six-month period or an established pattern of absence and/or leaving early will place the employee into the following disciplinary process.
4. Once in the disciplinary process, the employee progresses to the next stage of the process for each subsequent violation.

7 th absence or first violation	Written reprimand – referral to EAP, and a doctor’s note required to be paid
8 th absence or second violation	5-day suspension
9 th absence or third violation	10-day Suspension
10 th absence or fourth violation	Discharge

****Absences covered under the FMLA are exempt from this process****

5. If an employee has no violations within 12 months of their last violation, they will be taken out of the disciplinary process.
6. If an employee has PTO available they must use that time to cover scheduled or unscheduled absences. The fact that PTO time is used for an absence or a doctor’s note is provided does not exempt the employee from disciplinary action. An absence is considered to be unscheduled if notice is not given before the end of the employee’s shift on the day prior to the absence. Notification of an unscheduled absence should follow the guidelines under Article 22, Section “H”.
7. An employee who makes a claim for PTO due to illness that the Township considers to be excessive or abusive may be investigated by the Township and may be required to be examined by a physician of the Township’s choice and expense to determine the physical fitness of the employee to perform their duties.
8. If an employee is late more than 4 hours this shall also be considered as an absence.
9. The Human Resource Department will maintain attendance records and all discipline will be administered by the Human Resource Department or designee.

GRIEVANCE PROCEDURE - ARTICLE 13

- A. Crucial to the cooperative spirit with which this agreement is made between the Union and 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 his Union Steward shall verbally present the facts to the employee's immediate supervisor or to the supervisor in the department where the grievance arose, 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 supervisor more than 30 calendar days after the date of the events giving rise to that grievance.

Step 2

Should the Union Steward decide that the reply of the supervisor is unsatisfactory, the Union Steward or Designee shall within five (5) working days submit the facts of the grievance in writing to the department head or designee. The department head or designee shall within five (5) working days reply to the Union in writing giving his decision.

Step 3

Should the Union decide that the reply of the Department head or manager is unsatisfactory, the Union shall within five (5) working days submit the facts of the grievance in writing to the Human Resources Department or their designee. The parties shall arrange for a meeting between the Chief Steward and the section steward or a member of the bargaining/grievance committee and the Human Resources Department within five (5) working days for discussion of the issue. It is understood by the parties that any agreement reached by the Union Representative shall be subject to the approval of the bargaining/grievance committee.

If the parties do not settle the grievance at this step, the Human Resources Department shall within five (5) working days of the meeting reply to the Union in writing with their decision.

Step 4

The parties shall arrange for a meeting between the Union Bargaining /Grievance Committee, TPOAM Council, Human Resources Department, and the Township Representative within five (5) working days for negotiation of the issue. The Human Resources Department shall give the Township response in writing within five (5) days of the meeting.

GRIEVANCE PROCEDURE - ARTICLE 13 (CON'T)

Step 5

If the issue remains unsettled, within thirty (30) working days after receipt of the Township's answer at STEP FOUR (4), the Union may move the grievance to ARBITRATION by notifying the Township and TPOAM of their intent to arbitrate.

Within sixty (60) working days from the Union's Notice of Intent to Arbitrate, if an Arbitrator is not mutually selected, the grievance will be filed by TPOAM with the AMERICAN ARBITRATION ASSOCIATION, to be processed in accordance with its Voluntary Labor Arbitration Rules.

Failure to so request arbitration within the above-described time limits shall be conclusive that the Union accepts Management's last answer.

- B. It shall be the duty of the Arbitrator selected to establish a date, time and place for the hearings to take place and notify all parties concerned.
- C. 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.
- D. During the procedures of Grievance or Arbitration, such evidence and witnesses may be presented as deemed necessary by either party involved.
- E. 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
- F. Any Union grievance concerning the application or interpretation of the contract shall be taken up at Step 3 and shall then follow the Grievance Procedure until a settlement is reached.
- G. 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 progress the grievance to the next step within time limits set out therefore, shall constitute a settlement of the grievance in accordance with the 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 the last request of the Union. In either instance this

GRIEVANCE PROCEDURE - ARTICLE 13 (CON'T)

will be without precedent as to any future situations. Employees who are suspended or discharged shall be allowed to proceed to the **4th step** of the Grievance Procedure.

- H. 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.

- I. It shall be the responsibility of the Arbitrator to make a determination as to whether or not the employee has been treated fairly and as to whether or not the employee has treated his/her employer fairly. The Arbitrator shall strive not to render a split decision in the case of the arbitration. However, if a split decision is rendered, it shall be the responsibility of the Arbitrator to set forth in writing his decision the exact terms and conditions of the decision, specifically in detail any back pay, seniority, PTO time, reserved sick time, or any other fringe benefit of the contract, taking each item separately. The decision shall further spell out what penalties are applicable in relation to the disciplinary action taken by Management against the employee and to what degree. This Arbitrator's decision shall be so written that it shall not be necessary for either party of this agreement to ask for a clarification of the decision. Time limits as set forth in the grievance procedure shall be strictly adhered to unless both parties of this contract have mutually agreed in writing to extend or waive such limits. The Arbitrator shall not have the right to determine that the time limits in any particular case do not apply, it shall rule strictly on the factor whether or not the time limits have been met in filing of the grievance procedure. In the event the Union or Management shall fail to comply with the answers within the time limits as set forth, they shall forfeit their rights and the decision shall be made in favor of the opposing party by the Arbitrator.

WORKWEEK – ARTICLE 14

The workweek for the Township shall begin at 12:01 a.m. on Monday and end at 12:00 p.m. on the following Sunday. All employees will be given a minimum one (1) week notice before changing shifts unless said change is due to an emergency.

The schedule for each group of employees will be as follows:

- A. Clerical employees and Appraisers will have an eight-hour workday with a one-hour paid lunch period Monday through Friday. Employees in this group must return to work from lunch and work either (a) the remainder of the day or (b) be released on PTO time to receive a paid lunch. Those who do not return from the lunch period shall have that time charged to their PTO if available or that time will go unpaid. For employees to be paid for their lunch period they must work 1 hour before lunch and return from lunch and work a minimum of 1 hour before leaving.
- B. Inspection employees will have an eight-hour workday with a one-hour paid lunch period in the field. Inspection employees will work a Monday through Friday schedule.
- C. Full-time custodians shall work a five day schedule of five consecutive days within a seven-day operation. The particular schedule worked by each custodian will be determined by the employer and will be dictated by their assigned facility.
- D. Building attendants, will be on a contingent schedule within a seven-day operation set by the employer. This schedule will be determined on a seasonal basis and on a demand for service need. Schedules will be posted minimal one week in advance. As a seven-day operation, Building Attendant hours worked on Sunday will not be paid as double time.
- E. Unless listed above all other employees shall have a workweek of five consecutive days and shall have an eight-hour workday with a one-half hour paid lunch period.
- F. To meet the needs of the employee or to serve the needs of the Township residents, flexibility in work hours is necessary. Starting times for employees may temporarily be flexed, at the Department Heads discretion, between 7:00 a.m. and 10:00 a.m. while ending times would be flexed between 3:00 p.m. and 6:00 p.m.

NOTE: Department Heads must utilize the following guidelines when granting “Flex Time”

- Flex time MUST be arranged a minimum of 24 hours in advance
- Employees are capped at 2 flex occurrences within a pay period
- Flex time is NOT to cover being tardy to work
- Flex time is NOT a permanent schedule change
- Flex time approved by the Department Heads for longer than one (1) pay period, must be reported to HR with explanation

WORKWEEK – ARTICLE 14 (Con't)

- G. During the months of June, July and August each year, inspection employees and, in departments where clerical staffing is sufficient, the employees may work an altered workweek unless the Township has good reason not to implement the altered workweek and provides notification to the Union by April 30th. The altered workweek shall be as follows:
1. A flexible schedule of four ten-hour days (starting between 7:00 a.m. to 8:00 a.m. and ending between 5:00 p.m. to 6:00 p.m.) within the Monday through Friday workweek; or
 2. A flexible schedule of four nine-hour days and one four-hour day (8:00 a.m. to 12:00 Noon or 9:00 a.m. to 1:00 p.m.) within the Monday through Friday workweek. (Starting between 7:00 a.m. to 8:00 a.m. and ending between 4:00 p.m. to 5:00 p.m.)
 3. The supervisor of the department shall have the ability to schedule an altered workweek, not limited to June, July and August, during the calendar year, provided approval of the union is sought prior to the start.

Employees not participating in the altered workweek will work 8:30 a.m. – 4:30 p.m. Monday through Friday.

During any period in which the altered workweek is in effect, the employees shall receive 1-½ times their regular rate of pay for all hours worked in excess of their scheduled work day, over 40 in any week, and double their regular rate for all hours worked over 54 hours in any week or on Sunday.

The supervisor of the department will determine the number of employees who work any specific schedule and select them based on their seniority and ability to perform the work available.

OVERTIME AND PREMIUM PAY - ARTICLE 15

A. Overtime: Time and one-half shall be paid for all hours worked in excess of eight hours per day and forty hours per week. Double time shall be paid for all hours worked in excess of 16 hours per day, 54 hours per week, on Sunday, and on Holidays.

1. For the determination of overtime the departments and divisions are as follows: Clerical Division has the following department: Supervisor, Clerk's, Treasurer, Accounting, Assessing, Office of Community Standards, Fire, Residential Services and Recreation.

Maintenance Division has the following departments: **Residential Services (Custodian, Laborer, Crew Leader, Equipment Operator, Mechanic I/Equipment Operator and Maintenance Technician); Recreation (Custodian); Compost (Heavy Equipment Operator).**

Overtime hours shall be divided as equally as possible among employees in the same classification within the same department or division. An overtime list shall be kept in each department for periods of three months. The three month period shall run from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Initial overtime shall be rotated according to this list, with the employee in the affected department or division and in the classification needed for overtime with lowest overtime hours being offered the assignment first provided that if the overtime involves a specialized task the lowest overtime employee has the training/skills to perform the job needed. If employees have an equal number of overtime hours, the most senior employee will be asked first.

2. Employees in other classification within the department may be called if there is no one in the needed classification that accepts the overtime based on their overtime hours. The Employer shall go outside the department in offering overtime to other employees, regardless of classification, with the lowest number of hours and the clear ability to perform the assignment, being offered the overtime first. Then, proceeding up the list until an employee accepts the assignment. If management scheduled out of rotation, management will have the remainder of the quarter to schedule the affected employee the equal amount of missed overtime hours.
3. Overtime for ball field maintenance on Saturdays will be rotated between the crew leaders and other maintenance staff having the training/skills to perform the job.

OVERTIME & PREMIUM PAY - ARTICLE 15 – (Con't)

4. For purposes of this equalization provision, overtime does include hours worked when an employee is called in for emergency duty (call-in) not scheduled in advance and not continuous with the employee's regular work period. For the purpose of this clause, time not worked because the employee did not choose to work or could not be located after reasonable effort on the part of the supervisor will be considered as overtime and the employee charged the number of overtime hours worked during the overtime period. Upon written notice from the employee, an employee not wanting overtime will be removed from the list except for mandatory overtime as set forth in section B. Any employee who accepts overtime or is required to work overtime and does not show for work will be charged double the overtime hours and removed from the voluntary overtime list for a period of three months and will be charged with all overtime worked by other employees. Nothing herein will require management to call clerical for non-clerical work or maintenance for clerical work.

B. Emergency Overtime: Emergency overtime shall include "Acts of God" such as snow removal and storm damage or any other emergencies that could jeopardize the safety of the Township residents or the employees. All divisions within the Maintenance Division will normally handle emergencies. A separate emergency overtime list will be maintained with overtime hours being divided as equally as possible among employees within the following classifications and any other future classifications required to hold a CDL.

Equipment Operator	Mechanic
Crew Leader	Mechanic II
Maintenance Technician	Heavy Equipment Operator

The employees within these classifications will be called for overtime in order of high seniority, lowest overtime hours. Emergency overtime shall be mandatory with the exception of snow removal. In the case of snow removal, if an adequate number of employees do not accept the overtime on the first call, second round calls shall be mandatory overtime. Any person not showing up to work for mandatory overtime shall be charged with the overtime and an unexcused absence.

The emergency overtime list shall be kept for periods of three months. The three-month periods shall be from January 1 - March 31, April 1 - June 30, July 1 - September 30, and October 1 - December 31. The Chief Steward shall be provided a copy of the overtime list.

OVERTIME AND PREMIUM PAY - ARTICLE 15 (CON'T)

Non-Emergency Snow Removal Overtime: Hours of work may be altered during snow season to allow for coverage and avoid overtime, when possible. Should overtime be required to remove snow before or after normal working hours, overtime will be offered first to Parks & Grounds Classification 16 “Crew Leaders” and any additional employees needed to remove snow, requiring overtime will be called in order of highest seniority, lowest overtime hours in the Residential Services and Compost Site Departments. The non-emergency snow overtime list shall be kept for the snow season. The snow season is from December 15th – April 15th. If management scheduled out of rotation, management will have the remainder of the season to schedule the affected employee the equal amount of missed overtime hours.

Election Overtime: The order of call in for overtime during election periods will be the Maintenance Division employees holding Classification 18 “Maintenance Technician” and Classification 4 “Custodian”, and any additional employees needed to setup for voting, requiring overtime will be called in the order of highest seniority, lowest overtime hours of all remaining divisions within the Residential Services Department.

- C. Job Classification Change: When a job classification change occurs, the transferred employee will be credited with the average number of hours of overtime as the current employees on the new classification overtime list.
- D. Premium Pay: Any employee regularly assigned to the afternoon shift shall receive premium pay of twenty-five (25) cents per hour for the afternoon shift, thirty-five (35) cents for midnight shift. This is to include any employee asked to relieve the regular employee for any reason.
- E. Employees filling a temporary assignment, approved by their Department Head, at a higher classification for a duration of at least two weeks (80 hours) due to: retirement, personal/medical leave, workman’s compensation, or termination; shall be compensated at the higher classification rate of pay.

Employees performing duties outside of their job description approved by their Department Head, for a duration of at least two weeks (80 hours) due to retirement, personal/medical leave, workman’s compensation, or termination; shall be compensated an additional \$1.00 more per hour while performing the additional duties.

REPORTING AND CALL-IN TIME - ARTICLE 16

- A. Reporting Time: Any employee reporting for work in their regular shift who is sent home through no fault of their own shall be paid four hours pay at the regular rate of pay.
- B. Call-In Time: A call-in is when you are called into work and leave again and this time is not connected to your regular shift. Payment of two hours minimum time at the rate of time and one-half, or double time, applicable to the hours during which the work is performed, shall be made to any employee who has been called in to work for call-in time, however, this is for time not contiguous with the employee's regular work schedule.
- C. State of Emergency: For this collective bargaining agreement, a state of emergency/act of God is defined as an unforeseen or unexpected Act of God. A circumstance, action, or situation that the employer could not foresee or an emergency as declared by the Charter Township of Ypsilanti. This shall include inclement weather when the Charter Township of Ypsilanti offices have been ordered closed.

The Employer's Departmental Heads shall be required to attempt to notify employees by phone prior to the closing of the employer's place of business. If the Township closes a building for acts of God or for reasons related to the health and safety of the employees, affected employees at work shall not experience a reduction in pay nor shall they be required to use accumulated PTO time to cover said closing. Any employee approved for and utilizing PTO at the time a building is closed will be charged with said PTO.

- D. Any employee who works any portion of a declared emergency at the request/directive of Township Management shall have the option to be compensated at one and half times their normally scheduled rate for hours worked or have hours worked added to the employee's PTO bank at straight time.

UNIFORMS - ARTICLE 17

The Township shall provide each non-clerical employee in the Residential Services Department an allowance per year for the purpose of purchasing and maintaining work uniforms as outlined below.

The Employer shall have the right to determine the quality and color of uniforms. The Employer and employees agree to use their best efforts to secure the best uniforms at the best possible costs. Uniforms shall be worn by all employees receiving the allowance.

Full-time employees in the following positions shall receive an allowance of \$600.00 per year: Laborer; Crew Leader; Mechanic/Equipment Operator; Maintenance Technician, and Heavy Equipment Operator.

NOTE: The allowance shall be used to purchase required steel toe boots, pants, coveralls and/or bibs, and other seasonal work wear.

Full-time custodian employees shall receive an allowance of \$240.00 per year to purchase pants. Part-time custodian employees shall receive an allowance of \$160.00 per year to purchase pants.

The employer shall furnish a total of six (6) shirts per year with the Township logo on them. Employees shall have the option of polo's, t-shirts, or button down shirts, selected by the employer. Employees will be furnished with a GloWear quilted jacket (or equivalent) every 4 years.

The following Personal Protection Equipment (PPE) for employees who are required to use it as part of their responsibilities will be provided by the employer: hard hats, gloves, safety glasses/goggles, and reimburse for prescription safety glasses.

JURY DUTY - ARTICLE 18

The Township agrees to pay the employee regular base rate of pay while serving on Jury Duty. Employee will receive his/her 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 Resources Department.

HOLIDAYS - ARTICLE 19

- A. All employees shall have the following holidays off with pay: New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day.
- B. Employees shall be paid regular day shift pay based on an eight-hour day for said holiday.
- C. Holiday pay, eight hours, shall be considered as time worked in computing the forty-hour week, but for no other purpose. If the holiday falls in an altered workweek as defined in Article 14, the employee will receive credit for 9 or 10 hours worked in computing the forty hour workweek although they will still receive 8 hours holiday pay.
- D. Employees required to work on a holiday shall be paid double time for all hours worked, plus holiday pay. However, only eight hours holiday pay shall be allowed in computing the forty-hour workweek.
- E. Should a holiday fall on a Saturday, it will be observed on the Friday prior to the holiday. Should a holiday fall on a Sunday, it will be observed on the Monday following the holiday. Should two holidays occur in succession on Friday and Saturday, the holidays will be observed on the Thursday prior to the holidays and Friday. Should two holidays occur in succession on Sunday and Monday, the holidays will be observed on Monday and the Tuesday following the holidays.
- F. The employee must work the last scheduled working day before and the first scheduled working 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, or has tested positive for COVID-19 they shall be excused and receive holiday pay.
- G. In addition to the above paid time off, the Township Bargaining Unit employees will have a limited close down between the observed Christmas Day and New Year's Eve holiday. Employees may utilize their PTO banks to receive payment for this limited close down or have the option to have the time unpaid. If an employee is scheduled to work during this limited close down, they will receive pay for hours worked, reducing the amount of PTO In addition to the above paid time off, the Township Bargaining Unit employees will have a limited close down between the observed Christmas Day and New Year's Eve holiday. Employees may utilize their PTO banks to receive payment for this limited close down or have the option to have the time unpaid. If an employee is scheduled to work during this needed or LWOP hours.

HOLIDAYS - ARTICLE 19

The employee's supervisor must notify the employee in writing prior to December 1st each year, if they will be scheduled to work during the limited close down.

If the need for snow removal or another emergency arises during the limited close down, the affected employees will be offered the opportunity pursuant to the overtime procedure in Article 15. Employees will be paid for all hours worked on an OT basis.

Holiday Closure Dates: (Dec. 27, 28, 29, 2022; Dec. 27, 28, 29, 2023; Dec. 23, 26, 27, 30, 2024)

PAY DAYS - ARTICLE 20

Township employees, including office employees will be paid bi-weekly. Fridays shall be designated as payday. All pays will be direct deposited to the bank of their 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.

BREAKS - ARTICLE 21

All employees shall have a fifteen (15) minute break **only after four (4) consecutive hours of actual work.** Break is subject to the approval of the employee's immediate supervisor.

PAID TIME OFF (PTO) – ARTICLE 22

- A. Pay for time off shall be paid from banked PTO hours to cover work time missed so long as the supervisor or designated representative approves the request. PTO is paid at the hourly rate.

Pay for time off may be requested to supplement short or long disability benefits for employees on approved medical leave of absence so long as the combined benefits do not exceed the wage the employee would have earned if at work.

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-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 year of employment will be pro-rated based on hours actually worked that year.**

NOTE: As of 2022, employees hired within a classification not eligible for PTO benefits, and then post to a classification eligible for PTO benefits, shall receive future accrual increases based on the date they became eligible for PTO benefits not their DOH.

- B. Employees hired prior to September 1, 2009 will receive PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. These hours will be fixed on January 1st of each year based on full years of service as of December 31st of the previous year. Should an employee be off work due to a Leave of Absence or Duty Disability – PTO accrual posted the following January will be adjusted based on policy. 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.

>0 - 4	Years of Service	198 hours annually
>4 - 9	Years of Service	237 hours annually
>9 - 14	Years of Service	276 hours annually
>14	Years of Service	315 hours annually

PAID TIME OFF (PTO) – ARTICLE 22 (CON'T)

- C. Employees hired after September 1, 2009 will receive PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. These hours will be credited in the same manner as set out in “B” above.

Accrual will begin on DOH however not available for use until after 6 months.

>6mths - 4	Years of Service	170 hours annually
>4 - 9	Years of Service	209 hours annually
>9 - 14	Years of Service	248 hours annually
>14	Years of Service	287 hours annually

- D. PTO hours will not accrue during a period of leave of absence unless specifically addressed within the contract.
- E. PTO may be accrued up to 360 hours. Employees who have PTO banks in excess of 360 hours each year will automatically convert over to a pre-tax MERS Health Care Savings Account at 100% for the employee’s use toward future health care expenses.
- F. Any Unused PTO time in the employee’s bank at the time of separation will be paid to the employee or their estate at 100%. Unused PTO hours will be paid to employees discharged for “just cause”. A maximum of 360 hours shall be submitted to MERS and allowed to be used toward FAC. Unused PTO paid out at separation will be pro-rated based on hours actually worked that year.
- G. Employees may request a payout of PTO hours for unforeseen circumstances. The amount of hours available for payout will be based on hours earned through the time of the request. Employees will also be required to maintain a minimum of 40 hours of PTO time following a payout request for future use. Leave without Pay will not be approved for employees who have received a payout of PTO hours unless covered by an approved leave. Effective January 2019 all payout hours requested will be paid at 75%.
- H. All lump sum payouts except those in “F” above shall be considered non-MERS wages.
- I. Employees eligible for PTO may request time off for the purpose of taking vacation or personal time per the following provisions:
- PTO must be scheduled at least five (5) working days in advance. If the employee wishes to take time off three (3) days or less, they need not provide the five (5) day notice and the time off may be granted if the consent of the supervisor is obtained.

PAID TIME OFF (PTO) – ARTICLE 22 (CON'T)

- In the event more than one employee requests to schedule time off for the same time period and all requests cannot be accommodated, the most senior employee will be given preference for that time. Leaves of more than one (1) week must be approved within one (1) week after submission and employee must have enough PTO to cover leave. Once a PTO request is submitted, a request for the same period by a senior employee cannot reverse the original submitted request.
 - In the event an employee should be assigned to jury duty or be entitled to bereavement pay during approved PTO period, those benefit days will be substituted for the previously approved PTO provided proper documentation is provided.
- J. Employees eligible for PTO must use time to cover all scheduled or unscheduled absences with the exception of LWOP (leave without pay) requested in accordance with ‘Letter of Agreement’ where at the employees request, time taken related to a positive COVID-19 diagnosis, LWOP (leave without pay) can be granted.
- Employees unable to come to work due to illness must notify their supervisor prior to the start of their shift. Afternoon or midnight shift employees must notify their supervisor at least two (2) hours in advance of their regular start time.
 - An employee who can not remain at work due to illness may be paid from their PTO bank if time is available.
 - PTO paid due to illness or injury must be accompanied by a physician statement when the employee has been off work four or more days or when the absence is for the day preceding or the day following a vacation period or one of the holidays observed by the Township.

HEALTH INSURANCE - ARTICLE 23

1. The Township shall provide the following level of health care insurance coverage 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 state law.

3. Employees who were hired prior to September 1, 2009 shall be eligible for retiree health care at age sixty (60) with twelve working years of service with the Township. Employees hired after September 1, 2009 shall be eligible for retiree health care at age sixty-two (62) following fifteen working years of service with the Township. Employees who retire after December 31, 2011, shall have their health care changed in the future to match any changes in coverage in the collective bargaining agreement. Such benefit shall cease at the time the employee is eligible for Medicare. When a retiree is eligible for Medicare, the Township shall provide a Medicare tie-in until the retirees' death.

Employees who retire prior to their eligible age for retiree health care may have the coverage continued by reimbursing the employer the premiums involved until they reach their eligibility age for coverage.

HEALTH INSURANCE - ARTICLE 23 (CON'T)

After January 1, 2013, if any other Township employee whether union or non-union (with the exception of the Township Supervisor, Township Clerk, and Township Treasurer and all Trustees who were on the Board prior to February 19, 2008) are eligible for retiree health care at age fifty-five (55) with 15 years of service with the Township, then the members of TPOAM bargaining unit become eligible for the same level of retirement benefits.

4. Employees hired after December 31, 2013 shall not be eligible for retiree health care. As of (date contract is ratified), 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.
5. The Employer shall provide a short 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 hourly wage. The waiting period could be up to 30 days depending on coverage being secured and that the disability claim is approved by 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 begins. 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.
6. 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. Employees who choose to withdraw shall receive annually a \$3,000.00 cash payment in lieu of health insurance. Payment shall be made in two installments: one in June and one in December.
7. Effective September 1, 2009, retirees will have the option to withdraw from the health insurance coverage at open enrollment to receive annually a \$3,000 cash payment in lieu of health insurance to be paid 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 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.

HEALTH INSURANCE - ARTICLE 23 (CON'T

8. 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 24

- A. The Township shall pay the full cost of providing term life insurance to all employees in the minimum amount of \$30,000 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.
- B. Employees who retire after October 1, 2018 shall be covered by paid life insurance in the minimum amount of \$15,000 death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Township Board.
- C. Management agrees to pay the total cost of life insurance.

EMPLOYEES PENSION PLAN - ARTICLE 25

Employees Hired Before 1/1/2014

1. The Employee pension program shall be administered through the Michigan Municipal Employees' Retirement System. 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 Hire After 1/1/2014

2. Effective January 1, 2014, any new hire will 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 pension benefits at the earliest date that he/she would qualify under the MERS pension plan providing the employee's service is not based on any prior service with another employer.

LONGEVITY PAY - ARTICLE 26

All employees hired before shall receive longevity pay per the following steps:

5 years	.10 cents
10 years	.12 cents
15 years	.12 cents
20 years	.15 cents
25 years	.15 cents
30 years	.20 cents

- A. All employees hired prior to September 1, 2009, shall receive longevity pay as per schedule as each employee completes the number of years of service required to qualify for longevity pay, or additional longevity pay, such pay shall be added immediately to his/her hourly rate or salary for each step of the schedule.

Employees Hired After September 1, 2009

- B. 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

CLASSIFICATION - ARTICLE 27

3	Building Attendant File Clerk	21	Mechanic II Heavy Equipment Operator
4	Compost Attendant Custodian	22	Act 407 Inspector
5	Floater/Clerical	23	
6		24	
7		25	
8		26	
9	Floater II/Clerk III	27	
10	Accounting Clerk		
11	Michigan Certified Assessing Technician (MCAT)/Clerk		
12	Michigan Certified Assessing Officer (MCAO)/Clerk		
13	Laborer		
14	Garage Attendant		
15	Mechanic Helper		
16	Crew Leader Equipment Operator		
17	Mechanic I/Equipment Operator		
18	Maintenance Technician Field Inspector		
19	Purchasing Clerk		
20	Michigan Advanced Assessing Officer (MAAO)		

WAGE SCHEDULE - ARTICLE 28

- A. On January 1, 2022, Bargaining Unit employees received a 2.75% increase
- On January 1, 2023, Bargaining Unit employees shall receive a 3% increase
- On January 1, 2024, Bargaining Unit employees shall receive a 3% increase

Classification Level	Rate 1-1-2022
3.....	\$ 20.51
4.....	20.59
5.....	24.16
6.....	25.39
8.....	25.61
9.....	26.03
10.....	26.26
11.....	26.41
12.....	26.61
13.....	26.83
14.....	27.06
15.....	27.20
16.....	27.34
17.....	28.29
18.....	28.51
19.....	28.94
20.....	31.08
21.....	31.81
22.....	32.54

- A. Starting Salaries: Employees hired after September 1, 2009 will start at \$3.00 less than the above rates with step advancement of .50 cents at 6 months and 1 year. The Employer may waive the starting rates for new hires for the appraiser and inspector positions in order to hire individuals for these positions if a vacancy cannot be filled from within the bargaining unit.
- B. The phrase "base rate of pay" as herein used shall mean the base pay on the pay schedule, plus the applicable longevity steps of the employee.
- C. If an employee in classification 22 acquires more than one certification under Act 407, excluding plan review, the employee shall receive \$1.00 per hour more for each additional classification utilized by the Township. The employee shall receive this amount so long as they retain the certification and remain in classification 22. Employees in classification 22 shall begin receiving the above referenced increase when the Township begins utilizing their additional Act 407 certification.
- D. If an employee in classification 11 or 12 acquire the next State of Michigan Assessing Certification they will automatically be promoted to the classification that matches their certification step. The maximum step being classification 20, Michigan Advanced Assessing Officer (MAAO).

COST OF LIVING ALLOWANCE (COLA) - ARTICLE 29

- A. Each quarter beginning April 1, 1994, the Township shall determine the percentage increase in the CPI for the Detroit-Ann Arbor Region for the previous three- (3) month period. The average hourly base rate of pay for the collective bargaining unit on April 1 will be multiplied by the above percentage increase in the CPI. The resulting cents per hour figure will then be added to each employee's base rate of pay. This calculation will be done on July 1, October 1, and January 1, or until the accumulated CPI for the year reaches 2.5% whichever comes first. Once the accumulated CPI reaches an increase of 2.5%, the increase will be capped for that year. This process will start again April 1, 1995, unless the 2.5% cap for 1995 is reached prior to this date. COLA payments made beyond the term of the agreement will be made based only on the successor agreement of the parties.

- B. For the life of the current contract (ratification – December 31, 2024) COLA increases will be frozen.

TRANSPORTATION - ARTICLE 30

All Township employees shall be furnished with transportation by the Township for the purpose of performing work duties. Any employee who is requested by the Employer, and agrees to use his or her own car in the performance of his or her duties may receive mileage reimbursement equal to the then current IRS mileage allowance.

SAVINGS CLAUSE - ARTICLE 31

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.

PART-TIME EMPLOYEES - ARTICLE 32

- A. Definition: A part-time employee is an employee hired for twenty-nine (29) hours or less per week. If the state law provides any statute covering the minimum hours regarding part-time work, then the state law is applicable.
- B. A part-time employee shall be labeled as a part-time employee at the time of their employment. The union shall be notified in writing of all hiring of new employees. Notification is to include: date of hire, classification, rate of pay, part or full-time status, name, address, and phone number. Notification is to be sent to the Chief Steward.
- C. Termination of a part-time employee prior to the end of the 180-day probationary period or any extension of the probationary period shall impose no obligation on Management to recall such part-time employee. The layoff of a part-time employee after they have completed their probationary period shall impose upon Management the obligation to recall such employee if an opening in the same type of work occurs prior to six months from the last said date of layoff.
- D. Part-time employees who hereinafter are employed for an excess of ninety days shall be entitled to receive the following fringe benefits:
 - 1. Holidays: Holidays that fall on their scheduled work days will be paid at the prorated hours worked. The holidays set out in Article 19, Paragraph A of the current contractual agreement shall be considered as holidays for the purpose of this paragraph.
 - 2. Each part-time employee shall receive one 15-minute break for each continuous four-hour period of work.
 - 3. Each part-time employee working 20 or more hours a week shall be entitled to receive $\frac{1}{2}$ of the PTO amount receive by a full-time employee.
 - 4. A part-time employee shall receive the same rate of pay as if he were a full-time employee performing the job for which the part-time employee is employed.

PART-TIME EMPLOYEES - ARTICLE 32 (CON'T)

5. Management shall provide the uniforms after ninety (90) days from the date of employment, and shall provide all other special equipment required for the performance of duties by part-time employees.
 6. A part-time employee shall receive hospitalization insurance in accordance with the present contractual agreement. This benefit shall only apply to a part-time employee who normally works in excess of 29 hours per week.
 7. A part-time employee shall receive Dental and Vision Insurance in accordance with the present contractual agreement. The benefits shall only apply to a part-time employee who normally works in excess of 29 hours per week.
 8. A part-time employee shall not receive any other benefits, including life insurance benefits. Part-time employees shall be allowed to participate in all other benefits provided to Township employees provided they make arrangement to pay for such benefits themselves.
- E. A part-time employee shall not be retained in employment while a full-time employee qualified to perform the work has been laid-off.
- F. A part-time employee shall not be worked overtime in a department other than their own so long as a full-time employee is available and qualified to perform the work. If a part-time employee is worked overtime, he shall be paid for such overtime at the rate of one and one-half (1 1/2) times his base hourly rate. Overtime shall be paid for any hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- G. The Township shall be required to give one (1) week notice before layoff or termination for any part-time employee.
- H. A temporary employee shall not be allowed to work more hours per week than the assigned hours to the part-time employee in that department.
- I. Part-time employees are included in Article 3 – Union Security language. Union dues will be determined by TPOAM

SEASONAL EMPLOYEES - ARTICLE 33

- A. The Employer shall be allowed to supplement its work force with hiring of seasonal employees. Such seasonal employees shall not be entitled to any benefits under the Collective Bargaining Agreement and shall not be required to become a member of TPOAM.
- B. Seasonal employees shall be hired only during the period of March 15 to November 15 of each season and will be terminated at the end of this period. **Seasonal employees assigned to the Chipping operation may be utilized until the end of November as needed.**
- C. If a seasonal employee is transferred or hired into the bargaining unit, his seniority date shall be the date that employee transfers or is hired into the unit with the Township upon completion of his probationary period.
- D. The scheduling of hours and days of employment for seasonal employees shall be at the discretion of the Employer within the following limitations:
 - 1. Seasonal employees shall work a scheduled shift Monday through Friday except as provided in section D-3.
 - 2. Green Oaks Golf Course is not covered under this agreement and employees hired are not covered by this article of the contract.
 - 3. Seasonal employees working in the Building Operations Division and the Parks and Grounds Division of the Residential Services Department and doing bargaining unit work shall be limited to no more than forty (40) hours on the payroll. When scheduled to work they shall work the normal workweek of that department except as provided below.
 - a. When employees are needed to maintain the softball or baseball diamonds on weekends and the Township is reimbursed the cost of such maintenance through a rental agreement, the Township must offer such work to those full-time employees who are qualified and experienced to do the work before utilizing seasonal employees. A copy of the rental agreement shall be furnished to the Union prior to the tournament.
 - b. Where the Township is not reimbursed its expenses for maintenance of the ball diamond and weekend ball games are sponsored solely by the Township, the Township may perform the maintenance work with seasonal employees if such overtime work is needed.
 - c. Seasonal employees may not be used if any employee in Classification 13-20 is on layoff.

SEASONAL EMPLOYEES - ARTICLE 33 (CON'T)

- d. The employees staffing the Ford Lake Park System operation, March 15 through November 15 shall be on a 7-day a week schedule.
- e. The Township shall maintain a year round crew leader who will be assigned to the seasonal employees working in the area of the Community Center, March 15 through November 15.
- f. The Township shall maintain a year round crew leader who will be assigned to the seasonal employees working in Parks and Grounds Division, March 15 through November 15.
- g. These crew leaders shall be assigned other duties when there are no seasonal employees but shall remain in the crew leader classification.
- h. Seasonal employees will not work more hours than full-time employees.

TEMPORARY EMPLOYEES - ARTICLE 34

The Township shall be allowed to hire temporary employees for specific projects of limited duration not to exceed 89 calendar days in any one department within any calendar year and under the following schedule in these specific departments.

Assessing Department: not more than 89 calendar days in any calendar year in preparation for the first Board of Review

Clerks Department: not more than 60 calendar days surrounding an election day

The Human Resource Department must approve the hiring of any “Temporary” employee. All “Temporary” employees must submit an employment application, go through a background check and be drug screened before they begin working. “Temporary” employees shall be entered into the payroll system and receive a swipe card to document time worked.

The Township Clerk may hire “Poll workers/Election Inspectors” to perform duties on election days and they are not considered temporary employees. Any work outside of the duties performed by Poll workers/Election Inspectors while at the poll or days prescribed by law, shall be performed by “Temporary” employees who have gone through the hiring process.

In other instances where there is a temporary shortage of personnel in the above or other departments due to absence caused by leaves of absence, vacation, illness or injury, the Township may supplement the workforce by the use of temporary employees for the extent of the employee absence. Such use is in addition to the above special projects and use in the Clerk’s and Assessing departments.

Temporary employees shall not be used when employees in the same classification are on layoff or to erode the bargaining unit. The Township shall give the Union a seven day advance written notice of the use of a temporary employee. Such notice shall include the department and a description of the specific work to be performed. This seven day notice will not be required in cases of an emergency.

Temporary employees shall be paid at the rate called for in the Collective Bargaining Agreement. Temporary employees shall not be eligible for fringe benefits.

MISCELLANEOUS - ARTICLE 35

A. Job Description

The Township shall furnish the Union with copies of all job descriptions. The Township further agrees 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 filled with the intent of negotiating the proper wage rate for the position.

B. Contract

The Township shall provide each member of the TPOAM collective bargaining team a printed copy of the new contract and each unit member an electronic copy of the Union Contract, within ninety (90) days of ratification of this contract.

C. Reimbursement for Educational Expenses

Any employee who desires to advance within their department or better his or her present position by participating in outside educational 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 Department, unless another individual is designated. The request shall contain the following information:

- (1) The dates, time, and place of the activity, and if there is a deadline for making arrangements for the program.
- (2) The cost of the activity.
- (3) A description of what will be taught and an explanation of how this program will benefit the employee and the Township.

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.

MISCELLANEOUS - ARTICLE 35 (CON'T)

Employees who attend educational programs without the prior written approval of the Human Resources Department 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 A of this article.

D. Union Bulletin Board

The Employer agrees to provide the Union with Union bulletin boards in all Township buildings in which there are Union employees regularly employed. These bulletin boards, or anything posted thereon, will not be disturbed by any official of the Employer, unless approved by the Union. The bulletin boards shall be used only for the following notices:

- A. Recreational and social events of the Union
- B. Union Meetings
- C. Union Elections
- D. Reports of Union Committees
- E. Rulings or policies of the Union

The policing of the Union bulletin boards is an obligation of the Union.

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

- E. The Township shall establish a cafeteria plan under Section 125 of the Internal Revenue Code. Contributions of eligible employees shall be on a pre-tax basis under such cafeteria plan, subject to the rules of Section 125 and the regulations hereunder. Active employee contributions shall be accomplished through payroll deduction.

COMPLETE AGREEMENT - ARTICLE 36

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.

DURATION OF AGREEMENT - ARTICLE 37

This contract shall be in full force from November 15, 2022 - December 31, 2024. Thereafter, not less than 60 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.

SUCCESSOR CLAUSE – ARTICLE 38

This agreement shall be binding upon the Employer also known as the Charter Township of Ypsilanti successor, assignments, purchaser, lease or transferors, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event the Employer also known as the Charter Township of Ypsilanti merges or consolidates with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

EQUALITY - ARTICLE 39

During the duration of this agreement, in the event that any other group of Township union employees receive an across the board wage increase or a bonus greater or sooner than the bonus provided under this agreement, the TPOAM employees will receive the same wage increase or the difference in the bonus. This language shall not apply to increases pursuant to 312 proceedings or to promotion of employees.

Collective Bargaining Agreement between the Charter Township of Ypsilanti and Members of TPOAM Ypsilanti Township Chapter.

CHARTER TOWNSHIP OF YPSILANTI

By: Brenda Stumbo
Brenda Stumbo, Supervisor

1/11/2023
Date

By: Heather Jarrell Roe
Heather Jarrell Roe, Clerk

1/12/2023
Date

By: Stan Eldridge
Stan Eldridge, Treasurer

1/17/23
Date

TPOAM

By: Michael A. Cromer
Michael A. Cromer, Committee

12-20-22
Date

By: Roy Kronemann
Roy Kronemann, Committee

12-20-22
Date

By: Shawna Waibel
Shawna Waibel, Committee

12-20-22
Date

By: Jeff Williams
Jeff Williams, Committee

12/20/22
Date

By: [Signature]
TPOAM Representative

12.20.22
Date