

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

November 20, 2012

Special Meeting –5:00 p.m.

**Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197**

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

SPECIAL MEETING

Tuesday, November 20, 2012 – 5:00 p.m.

Board Room, Civic Center, 7200 S. Huron River Drive,
Ypsilanti Township

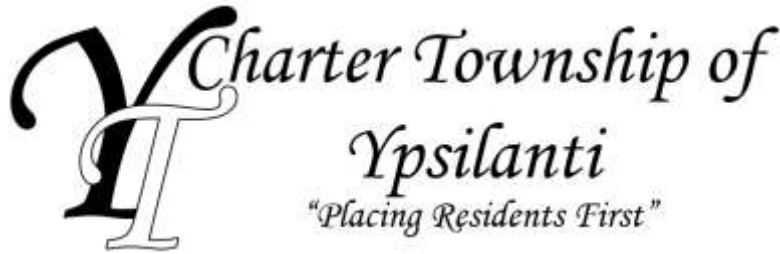
AGENDA

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo for the following items:

- 1) AFSCME Bargaining Contract
- 2) Teamsters Bargaining Contract
- 3) Request to fill new position of Ordinance Enforcement Assistant, with negotiable salary between \$37,400 and \$41,600
- 4) Grove Road "Joint Road Improvement Agreement"
- 5) 2013 Fiscal Year Budget - Discussion

The Board will go into Executive Session to discuss the AFSCME and Teamsters contracts.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin
Human Resource Department

Date: November 9, 2012

Subject: AFSCME Local 3451 Bargaining Unit Agreement

A tentative agreement has been reached with the AFSCME Local 3451 and is being forwarded to you for approval. If approved it would expire on December 31, 2013. A short summary of the biggest changes is attached along with individual articles where changes were made.

Also, please note that a Grievance Settlement was reached between the Township and the AFSCME Bargaining Unit in which the union will withdraw Grievance #A26382-3451-12 from the Arbitration process and each AFSCME bargaining member will receive a \$500.00 lump sum payment by November 30, 2012.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 484-0065 or ext. 3741.

**AFSCME Local 3451
Tentative Agreement Summary – November 2012**

JOB POSTING, VACANCIES & TRANSFER – Article 11

- Ability to move forward with posting a position once management becomes aware of an upcoming vacancy (old language indicated management had to wait until the actual vacancy occurred). The new agreement will help to speed the filling of positions.

WORKWEEK – Article 14

- Removal of the 5 minute tardy rule - 3 months after signing of contract. This rule had allowed employees to be up to 5 minutes late routinely without any disciplinary action.

PAID TIME OFF – (PTO) – Article 22

- Paid Time Off accrual will be capped at 360 hours effective with balance of 12/31/12. In January 2013 the payout of PTO banks in excess of 360 hours will be paid out at 100% (cost of approx. \$27,000 – this is based on current balances with employees taking no additional time by the end of the year). Hours over 360 beginning with 12/31/13 will be paid out in cash at 75% or transferred into the MERS Health Savings Plan at 100%.
- All Paid Time Off accruals will be placed into the employees banks on January 1st of each year based on years of service. Employees obtaining accrual increases during the year will receive a pro-rated lump sum at their anniversary date.

HEALTH INSURANCE – Article 23

- Changes per the Health Care Letter of Agreement dated 10/25/2012 with increase deductibles approved at the October 22, 2012 board meeting.
- Language regarding health care upon retiring at 55 with 15 years of service deleted. Employees must be at least 60 with twelve years of Township service to receive health care at retirement.

EMPLOYEE PENSION PLAN – Article 25

- Employee contribution toward MERS will increase to 7.3% effective January 1, 2013.

WAGE SCHEDULE – Article 28

- Continued wage freeze
- Employees hired after September 1, 2009 will receive \$1.00 increase in wage with the first .50 cents coming upon ratification and the second .50 cents six (6) months later. This will still leave them \$2.00 below the contract wage rates. (The approximate cost of this change = \$6,700)

PART-TIME EMPLOYEES – Article 33

- Received an increase in the hours a part-time employee can work without receiving benefits from 20 to 24.

EQUALITY – Article 41

- Language regarding the Equality Clause was changed from “any union or non-union employee receiving a wage increase” to “any other group of Township union employees that receive an across the board wage increase”

This was intended to be a brief overview of the changes in the AFSCME Contract. Other articles have been updated with procedure changes and are attached for review.

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 to be used. Further, the Employer retains the inherent right and authority to select, direct, adjust, increase, and decrease the work force and to maintain discipline, including suspensions from work and discharge of employees for just cause. Further, the Employer retains all rights to establish and revise reasonable rules and regulations for the purpose of maintaining order, safety, and efficient operation of the Township government and the functions thereof, and to exercise any and all other rights and privileges except as hereinafter specifically limited by the terms and conditions of this Contract.

- 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 Local 3451 affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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 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. A reasonable attempt shall be considered a telephone call 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 Assistant
Administrative Assistant to the Twp. Supervisor	Community Watch 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	Recreation Superintendent
Lead Appraiser	Recreation Supervisor
Accounting Director	Sr. Citizen Program Coordinator
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
Environmental Specialist	Purchasing Director
Building Director	Golf Course Professional
Fire Chief	Assistant Golf Professional
Fire Marshal	Golf Course Superintendent
Fire Officer	Assistant Golf Course Superintendent

RECOGNITION - ARTICLE 2 (CON'T)

Firefighter
Assessing Director
Public Services Superintendent
Assistant Assessor

Office Manager
Community Standards Director
Senior Adult Program Coordinator
Recreation Coordinator

UNION SECURITY - ARTICLE 3

- A. All employees in the bargaining unit covered by this contract and any employees who become included in this bargaining unit shall, as a condition of continued employment, either join the Union or pay a monthly amount equal to the Union dues within thirty (30) days from the date of the signing of this contract or thirty (30) days from their first day of employment. Newly hired employees must pay the established one-time initiation fee in addition to paying the monthly amount. Where the Employer receives a written authorization from the employee, it shall deduct Union dues from the employee's pay and forward such amounts to the Union. Any employee who does not join the Union and/or refuses to contribute an amount of money equal to Union dues in lieu of Union dues within the above time limit shall be terminated upon notification to the Employer that the said employee has been given a reasonable opportunity to join the Union or pay the said amounts and has refused and failed to do so.
- B. All money, union dues, assessments, and contributions deducted for the Union by the Employer shall be forwarded to the Secretary Treasurer of Michigan AFSCME, Council No. 25, by the 10th day of the following month, along with a list of names indicating the employees from whose wages these deductions were made.
- C. The employer agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- D. All AFSCME employees shall be covered by the Fair Labor Standards Act in addition to the articles covered in this contract.

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 Local, 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 union 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 Local 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.

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 AFSCME employees hired shall be considered as probationary employees for the first 90-days of their employment. All new part-time (20-hours or less worked weekly) AFSCME 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 shall stop as of the date of the injury. During such time that the employee is off work as a result of a compensable injury, 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 then start a new probationary period, and at the end of the new probationary period, they shall have a seniority date of the beginning of this latter probationary period.
- C. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification to include Classification, Rate of Pay, Name, Address, and Phone Number. Notification to be sent to the Chief Steward.

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.

- 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. Reduction of Hours

Any reduction of the hours worked shall be based on seniority, the least senior employee in each classification to be affected first. An employee whose hours are reduced shall have the option of bumping into another classification in line with the layoff language in Article 8.

- D. 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. ~~Regardless of the way they return to the bargaining unit the employee shall remain in their new bargaining unit position pursuant to the terms of Article 11, Section A, as if they were the successful bidder for that position.~~

E. 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 – Management 8-24-2012

(No full-time employees as of September 1, 2012 will be laid off or have their hours reduced during the period September 1, 2012 thru December 31, 2013.)

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) – Management 8-24-2012

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) – Management 8-24-2012

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, but there will be no recall from the position they bump into.
 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 lay off 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 immediate supervisor before taking such leave. All available PTO time must be exhausted, prior to leave of absence without pay.

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 works. The Manager or Supervisor shall forward the request to the Township Board at its next regular meeting with a recommendation for approval or disapproval. Leaves of absence granted by the Township shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of one year, except in the event that an employee should elect to run for a political office and be elected. Such employee shall have the right to a leave of absence for the period of time covered by the elected position. Benefits to the employee under this contract cease at the time the leave of absence commences except as provided in Section C. Benefits such as reserved sick time, PTO time, and rights under the pension plan, accumulated prior to the leave of absence shall be maintained until the employee returns to work. However, the employee shall retain his accumulated seniority as of the date that the leave of absence begins. An employee on leave of absence shall not accumulate seniority while on leave of absence from employment.
- 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.

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.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

Medical Leave

- E. Medical Leave. An employee who becomes unable to work because of illness or injury shall have the right to be placed on Medical Leave after thirty (30) calendar days absence. 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 an 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.

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.

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

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

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. Duty Disability Leave. 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 be paid the difference between his or her weekly base rate of pay at the date of injury, and any payment received under the provisions of the Act for a period of 1 years. 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 or reserved sick bank.

The employee shall receive full fringe benefits for a period of one year. After this one year period, the only fringe benefits the employee shall receive is paid health care and paid life insurance for another two years.

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)

Funeral Leave

- G. Funeral Leave. The employee shall be granted funeral leave with pay when the employee suffers a death in their immediate family. The employee shall receive leave with pay for five (5) working days. The leave is for the purpose of attending the funeral service and for attending to other family business. The employee must submit verification of attending the funeral. A member of his/her immediate family shall be: parent, step-parent, spouse, spouse's parent, spouse's step-parent, child or step-child.

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 four (4) working days. The leave is for the purpose of attending the funeral service and for attending to other family business. The employee must submit verification of attending the funeral.

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 two days off. The leave is for the purpose of attending the funeral service and for attending to other family business. The employee must submit verification of attending the funeral. The five (5), four (4) or two (2) days leave 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.

Family Leave

- H. Family Leave. In addition to the previous leave provision, the Township is required by Federal Law to allow employees up to twelve (12) weeks of leave **each 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.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

Employees are entitled to leave according to FMLA's current act and its current form as amended by law in the course of this agreement.

During the above twelve (12) week period, if required by Federal law, the employer shall provide health care coverage at the same level the employee received prior to the leave. 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. Leave of Absence for Appointment to an Elected Official. Any employee who has completed their probationary period and has been placed on the seniority list as a regular employee shall be granted upon request, a Leave of Absence for appointment to Deputy Clerk, Deputy Treasurer or Administrative Assistant/Deputy to the Township Supervisor.

The Leave of Absence for the three (3) current Deputies shall not be limited to a period of time in their appointed positions and their union seniority is preserved. All future Deputy Appointments shall be limited to a period of time not to exceed four (4) years and becomes effective after the November election. Future employees are limited to one Leave of Absence to an appointed position under this agreement. NO successive Leaves of Absence will be granted.

Any future person who takes a Leave of Absence for a Deputy appointment shall have their seniority in the AFSCME bargaining unit frozen on the date the Leave of Absence begins. To preserve their rights under this agreement, the employee shall continue to pay full union dues to AFSCME Local 3451 while on this Leave of Absence.

For the duration of the Leave of Absence, the employee's wage, benefits and terms of employment shall be exempt of the AFSCME collective bargaining agreement and in accordance with wage, benefits and terms of employment established for the Deputy position. 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 return to a bargaining unit position, will be retained by the employee and available for use in accordance with the terms of the AFSCME collective bargaining agreement.

An employee appointed to a Deputy position shall be allowed to use their frozen seniority to "bump" back into their former AFSCME bargaining unit classification. If the employee does not have adequate seniority to "bump" back into their former classification, they shall be treated as if they were laid off and subject to the lay-off procedures in the collective bargaining agreement.

LEAVES OF ABSENCE - ARTICLE 10 (CONT'D)

While on a Leave of Absence for Appointment to a Deputy of an Elected Official, the Deputy employee may sign a job posting for a new or vacant position within the bargaining unit, however, they shall be considered to have low seniority for bid purposes.

Leave of Absence for Promotion Outside the AFSCME Bargaining Unit

- J. Leave of Absence for Promotion Outside the AFSCME Bargaining Unit. Any AFSCME 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 AFSCME bargaining unit without prejudice. If they do not return within six months, their affiliation with AFSCME is severed and they forfeit any and all rights they may have had under the AFSCME collective bargaining agreement. Management would be able to fill the AFSCME 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 if they have taken and passed the same test or exam within the previous two years. **Copy of the job posting for signing shall be picked up from Human Resources and returned to Human Resources. In bidding on any open position, full-time employees shall have priority over part-time employees regardless of seniority.**

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 90-day **calendar** qualifying period for all job postings. On the ninety-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 ninety day **calendar** qualifying period shall be paid 50% of the difference between the new 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 ninety-day **calendar** 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 ninety-day **calendar** qualifying period shall have recourse to the Grievance Procedure and/or a special conference.

- 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 should 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 – Management Proposal 7/16/2012

- A. Discipline shall be only for just and stated cause with the employee having the right to defend ~~themselves~~ ~~himself~~ 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. Attendance Program: (Letter of Agreement moved into Article only changes from old Letter of Agreement appear in red.
 - 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 in excess of ¼ hr. The supervisor shall not unreasonably deny a request for time off.
 - 3. Six unscheduled call-in absences in a rolling six-month period or an established pattern of absence and/or leaving early will be cause for a review by Human Resources and possible discipline. The Union will be notified of a pending review to allow for representation.
 - 4. Once reviewed and in the disciplinary process, the employee progresses to the next stage of the process for each subsequent violation.

7 th absence or first violation	HR will counsel and document to file
8 th absence or second violation	Doctor’s letter required to be paid
9 th absence or third violation	Written reprimand, sent to EAP, and a doctor’s letter is required to be paid
10 th absence or fourth violation	10-day Suspension
11 th absence or fifth violation	Discharge

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

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 unscheduled absences when they fail to give 24 hour notice, even if they follow the guidelines for calling-in under Article 22, Section G. 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.
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. ~~Excessive or abusive absenteeism that effects the ability of the Township to carry on business, will be grounds for the Township to remove the employee from their posted position and move them to another position.~~
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, the Council 25 Representative and 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 AFSCME Council 25 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 AFSCME Council 25 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 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.

GRIEVANCE PROCEDURE - ARTICLE 13 (CON'T)

- 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 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 his 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. He 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 – Management 9-28-2012

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. 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.

To either meet the needs of the employee or to serve the needs of the Township residents, flexibility in work hours is necessary. In such instances starting times for clerical employees may be flexed 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.

~~To meet the needs of the Township residents a pilot program will be implemented in 2005, for June, July, August, coordinating with the altered work week the Township will stay open, until 6:00 p.m., one night a week. For starting times before 8:00 a.m. and after 9:00 a.m. the employer will first use volunteers. If no employees volunteer, scheduling will be based on seniority with the lowest senior employee in the department or division being scheduled first. If no volunteers are available and an employee is required to work a shift with a start time prior to 8:00 a.m. or an ending time after 5:00 p.m., the employee shall only be required to work one such shift per week. In addition, if an employee is required to work a shift with a start time before 8:00 a.m. or ending time after 5:00 p.m. they will be allowed to work an altered workweek schedule if they desire. If after the pilot program it has been mutually agreed upon by both AFSCME and the Township, that the township shall open late one night every week the altered work week shall be implemented year round, scheduled on a monthly basis. Flexible scheduling may have to be coordinated with the altered workweek.~~

- 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. A minimum of one week notice shall be given to the custodian if the work schedule changes.
- D. Building attendants, ~~whether part-time or full-time,~~ will be on a contingent schedule set by the employer. This schedule will be determined on a seasonal basis and on a demand for service need. Schedules will be posted one week in advance.

WORKWEEK – ARTICLE 14 (con't) Management 9-28-2012

- E. Unless listed above all other employees shall have a workweek of five consecutive days Monday through Friday and shall have an eight and one-half hour workday with a one-half hour unpaid lunch period.
- F. 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 (~~8:00 a.m. to 5:00 p.m. or 9:00 a.m. to 6:00 p.m.~~) 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. 9:00 a.m. to 5:00 p.m. unless there is sufficient coverage between these hours to allow a work schedule of 8:00 a.m. to 4:00 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.

- G. ~~Repeated tardiness in reporting to work (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~~

WORKWEEK – ARTICLE 14 (con't) Management 9-28-2012

Tardies up to and not more than five (5) minutes will not be considered for disciplinary actions until three months after the signing of this current contract, but will be deducted from the employees pay.

OVERTIME AND PREMIUM PAY - ARTICLE 15 – Management 9-28-2012

- 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.

****Section “A” above of Management proposal 9-28-2012 is contingent on 5 minute tardy language being completely deleted from contract****

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 and Recreation.

Maintenance Division has the following departments: Environmental, Building Operations, Parks & Grounds, Motor Pool and Custodian.

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 the next higher~~ 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 park crew leaders.**
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

OVERTIME & PREMIUM PAY - ARTICLE 15 – (Con't) – Management 9-28-12

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.

~~In the Residential Services Department overtime shall be divided into four divisions: Recreation, Environmental Services, Building Operations, and Parks & Grounds. Overtime shall be divided as equally as possible among employees in the same classification and division. Overtime lists will be kept in each division in three month periods. The three month period shall run from January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. Initial overtime shall be rotated according to the list with the employee in the affected division and in the classification needed for overtime with the least number of overtime hours. If employees have an equal number of overtime hours, the most senior employee will be asked first. 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.~~

~~At the time that the Clerical classification within the Clerk's Department is divided into two (2) divisions, Clerk and Elections, duties shall be separated between the two (2) divisions and clerical staff shall be assigned into either Clerk or Election division.~~

~~In the Clerk Department clerical classification overtime shall be divided into two divisions: Clerk and Elections. Overtime hours shall be divided as equally as possible among employees in the same classification within their divisions. Overtime lists shall be kept for each division and each classification within the division for a three month period. The three-month period shall be from January – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31. Initial overtime shall be rotated according to the list with the employee in the affected division and classification needed for overtime with the least number of overtime hours receiving the assignment first. If employees have an equal number of overtime hours, the most senior employee will be asked first. If no employee in the division affected accepts the overtime or if additional help is needed, the Employer shall go outside the division in offering overtime to other employees in the department, 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.~~

OVERTIME & PREMIUM PAY - ARTICLE 15 – (Con't) – Management 9-28-12

- 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 Residential Services Department** 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	

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.

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 Environmental Services **Division-Department** and Building Operations **Division-Department**. 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 **Building-Operations 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.

OVERTIME AND PREMIUM PAY - ARTICLE 15 (CON'T) – Management 9-28-12

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.

~~It is hereby agreed that Article Fifteen (15) of the Collective Bargaining Agreement shall remain the same with the understanding that the following areas shall be designated "Township Departments" as the term is used in the contract.~~

Accounting	Assessing Office
Clerk's Department	Community Standards Department
Human Resources	Purchasing
Recreation	Residential Services
Supervisor's Department	Treasurer's Department
Compost	Fire

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. 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 shall not experience a reduction in pay nor shall they be required to use accumulated ~~PTO leave~~ time to cover said closing.

UNIFORMS - ARTICLE 17

Uniforms shall be furnished and cleaned. The Township shall furnish each non-clerical employee in the Residential Services Department with five (5) uniforms per week. The Employer shall have the right to determine the quality of uniforms to be provided and shall further have the right to engage any uniform company and laundry service. It shall also be the right of Management to enter into a contract with a uniform or laundry service for at least the period of time of the Union contract. The Employer and employees agree to use their best efforts to secure the best uniforms and services at the best possible costs. Uniforms supplied shall be worn. If size adjustments are needed, the Supervisor shall be notified by the employee. The employer shall furnish gloves and safety glasses. Employees working in Environmental Services, Compost Site, Maintenance, Parks & Grounds and the Garage will be reimbursed up to \$150.00 per year for the purchase of seasonal work wear and required steel toed boots.

JURY DUTY - ARTICLE 18

The Township agrees to pay the difference the employee will receive as a juror and the regular base rate of pay that the employee would normally receive from the Township. Employee will receive his regular paycheck for their regular scheduled workweek and shall endorse all checks received 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.

PAID 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, 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.

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.

Management will not lay-off or eliminate current AFSCME Accounting Clerk positions during the course of this contract, as a result of converting to a bi-weekly pay system.

BREAKS - ARTICLE 21

All employees shall have a fifteen (15) minute break for every four (4) hours worked. Break time is subject to the approval of the employee's immediate supervisor.

PAID TIME OFF (PTO) – ARTICLE 22 – Management 10-19-2012

- 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.

- B. Employees hired prior to September 1, 2009 will ~~receive be eligible for accrue~~ 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. 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 accounted for and received at the January 1st “frontloading” added on a pro-rata basis on the date of the anniversary.~~

>0 - 4	Years of Service	182 hours annually
>4 - 9	Years of Service	221 hours annually
>9 - 14	Years of Service	260 hours annually
>14	Years of Service	299 hours annually

In addition to the above accrual, on January 1 of every year, sixteen (16) hours of PTO time will be accrued in the employee’s time bank

Employees hired after September 1, 2009 shall ~~will receive be eligible for accrue~~ 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.~~ These hours will be credited in the same manner as set out in “B” above.

>0 - 4	Years of Service	130 hours annually
>4 - 9	Years of Service	169 hours annually
>9 - 14	Years of Service	208 hours annually
>14	Years of Service	247 hours annually

~~In addition to the above accrual, on January 1 of every year, sixteen (16) hours of PTO time will be accrued in the employee’s time bank.~~

PAID TIME OFF (PTO) – ARTICLE 22 – Management 10-19-2012

- C. In addition to the above paid time off, the Township **AFSCME employees will ~~may~~ 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. The employee's supervisor must notify the employee in writing prior to December 1st, 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.**
- D. ~~The PTO bank will be updated with every pay period based on the employee's paid hours and length of service. Example: an employee hired prior to September 1, 2009 who has completed four years of employment will receive benefits at the rate of 4.25 hours per week.~~

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.** ~~two one time the employee's annual accrual rate. Employees who have PTO banks in excess of 360 hours 1 times the annual accrual will be notified by the Human Resource Department and must request to receive a cash payout which will be at 75% two weeks prior to December 31st or the total excess of your PTO limit 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. In 2012 the payout of PTO banks in excess of 360 hours will be paid out at 100%. Any PTO hours in excess of this amount on December 31 of each year will be paid to the employee at a rate of 75% or transferred at 100% into a Health Care Savings Account.~~
- F. ~~Any Unused PTO time in the employee's bank at the time of separation must be requested as a whole or partial cash payout 2 weeks prior to the separation date or the balance of the PTO bank will be converted at 100% to a pre-tax MERS Health Care Savings Account for the employee's use toward future health care expenses. Unused PTO hours will be paid at 100% of the employee's current base rate of pay to an employee who resign or retires from the Township. Unused PTO hours will not be paid to employees discharged for "just cause".~~
- G. Employees eligible for PTO may request time off for the purpose of taking vacation or personal time per the following provisions:
- Vacation must be scheduled at least **five (5)** ~~ten (10)~~ working days in advance. If the employee wishes to take time off of three (3) days or less, they need not provide the **five (5)** ~~ten~~ day notice and the time off may be granted if the consent of the supervisor is obtained.

PAID TIME OFF (PTO) – ARTICLE 22 – Management 10-19-2012

- 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.
 - Time off is to be scheduled in no less than one-quarter (1/4)-hour segments.
 - In the event an employee should be assigned to jury duty or be entitled to bereavement pay during the vacation period, those benefit days will be substituted for the previously approved PTO provided proper documentation is provided.
- H.** Employees eligible for PTO shall have pay for time off when they are unable to come to work or remain at work due to illness or injury.
- 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 one (1) hour in advance of their regular start time.
 - An employee who can not remain at work due to illness shall be paid from their PTO bank if time is available. Paid time off will be allowed in increments of not less than .25 hour.
 - 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.
- I.** On January 1, 2000 the employee's vacation hours in their time bank and a pro-rated amount of vacation hours from their anniversary date in 1999 to January 1, 2000 will be transferred to the new Paid Time Off (PTO) bank. Beginning the first payroll period following January 1st, the employee will accrue PTO hours in accordance with the employee's paid hours and length of service.
- J.** At implementation of the PTO program on January 1, 2000, the employee's banked sick hours at the employee's option may be placed in a "Reserved Sick Hours Account" or may be paid to the employee at 75% of the employee's current rate of pay. Such payment will be made on or before January 31, 2000.
- The Reserved Sick Hours Account may be used for extended sick leave in excess of seven days or for a medical leave of absence. The Reserved Sick Hours Account may also be used in sufficient amounts to supplement short term disability payments to produce 100% of the employee's base rate of pay at the time of disability.
 - Any balance remaining in the Reserved Sick Hours Account at termination will be paid to the employee at 75% of the employee's rate of pay then in effect.

HEALTH INSURANCE - ARTICLE 23 – Management 10-19-2012

1. The Township shall provide the following health care insurance coverage for the employee and the employee's family including dependents through the age of 26
2. Effective January 1, 2012, the employee health care insurance coverage is as follows:
 - a. Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue Rx Prescription Drug Rider. The Township will provide a benefit card to pay for In-network deductibles of up to \$2,000/per person and up to \$4,000/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.
 - b. Vision insurance shall be provided by Blue Cross/Blue Shield VSP Vision Plan 12-12 with premiums paid by the Township.
 - c. As of January 1, 2012, dental coverage shall be provided by Delta Dental of Michigan, PPO Plan (Point-of-Service)
3. Effective January 1, 2012, all employees will contribute \$20.00/per pay period to come into compliance of the Hard Cap Premium numbers established by State House Bill #7 for the year 2012. **IT IS UNDERSTOOD AND AGREED THAT THE PARTIES WILL REVIEW ON AN ANNUAL BASIS THESE COVERAGES AND REVISE COVERAGE LEVELS IF NECESSARY TO MINIMIZE THE COST INCREASE TO THE EMPLOYEES AND EMPLOYER AND TO INSURE THAT THE HEALTH CARE PLAN COMPLIES WITH THE THEN CURRENT REQUIREMENTS OF STATE LAW.**
4. Employees hired after ratification of the contract shall contribute 20% of the premium cost of the difference between single coverage and/or Two Person or Family coverage instead of the \$20.00 per pay period set out in the preceding paragraph #3.
5. Employees who were hired prior to September 1, 2009 shall be eligible for retiree health care at age sixty (60) with ~~twelve~~ **fifteen** 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 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.

HEALTH INSURANCE - ARTICLE 23 (CON'T) – Management 10-19-2012

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 the AFSCME 3451 bargaining unit become eligible for the same level of retirement benefits.

6. 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. The Township has approved and adopted a Health Care Savings program through MERS (Michigan Employee Retirement System) for employees to setup an account to pay for retirement health care benefit cost. Individual participation is subject to the union signing off on procedures required by MERS.
7. 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 to a maximum of \$350/week. 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 to a maximum of \$1,600/month, 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.
8. The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse. 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. 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.

LIFE INSURANCE - ARTICLE 24

- A. The Township shall pay the full cost of providing term life insurance to all employees in the amount of \$30,000 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.
- B. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty days. Conversion of the policy from group plan must be done by the employee with the Township assuming no responsibilities for such conversion.
- C. Employees who retire after signing of this contract shall be covered by paid life insurance in the amount of \$5,000 death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Township Board.
- D. Management agrees to pay the total cost of life insurance.

EMPLOYEES PENSION PLAN - ARTICLE 25 – Management 8-22-2012

- A. 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. **Effective January 1, 2013 the Employee's contribution rate shall be set at 7.3% of wage.**

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 shall receive longevity pay per the following steps:

30 months	.08 cents
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.
- B. The thirty (30) month longevity step shall be deleted for all employees hired after January 1, 1990.
- C. Longevity pay is eliminated for all employees hired after September 1, 2009.

CLASSIFICATION - ARTICLE 27

3	Building Attendant File Clerk	21	Mechanic II
4	Compost Attendant Custodian	22	Act 54 Inspector
5	Floater/Clerical	23	
6		24	
7			25
8		26	
9	Floater II/Clerk III	27	Compost Processing Coordinator
10	Accounting Clerk		
11	Appraiser I/Clerk		
12	Appraiser II/Clerk		
13	Laborer		
14	Garage Attendant		
15	Equipment Operator/Custodian and Mechanic Helper		
16	Crew Leader		
17	Mechanic I		
18	Maintenance Technician Field Inspector		
19	Purchasing Clerk		
20	Appraiser III		

The current Secretary employee as of 9/1/2009 shall remain at her current hourly rate and receive the title of Floater II/Clerk III.

WAGE SCHEDULE - ARTICLE 28 – Management June 28, 2012

A. Wage freeze for the life of the contract which continues the 3% reduction as outlined below. AFSCME will have no layoffs or reduction of hours for the life of this contract.

Classification Level	Rate
3.....	\$16.53
4.....	17.40
5.....	19.47
6.....	20.47
7.....	20.63
8.....	20.82
9.....	20.98
10.....	21.17
11.....	21.28
12.....	21.46
13.....	21.63
14.....	21.81
15.....	21.92
16.....	22.04
17.....	22.80
18.....	22.97
19.....	23.33
20.....	25.06
21.....	25.64
22.....	26.23
27.....	32.45

B. In addition the Township will be shut down on the following days for all AFSCME Employees. On these days the employees will have the option to utilize their PTO banks:

- Day after 4th of July 2013 (July 5, 2013)
- Last work day before Labor Day 2012 & 2013 (August 31, 2012; August 30, 2013)
- (3) Days Limited Close Down 2012 & 2013 (Dec. 26, 27, & 28 2012; Dec. 26, 27 & 30 2013)
- *The 3 day shut-down days subject to the provision under Article 22 "C"

C. Starting Salaries: Employees hired after September 1, 2009 will start at \$3.00 less with ~~no~~ step advancement of .50 cents every 6 months for 1 year. ~~and the wage is frozen for the life of this contract.~~ The first .50 cent increase will be paid upon ratification of contract with second .50 cents coming 6 months from ratification. 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.

D. 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.

WAGE SCHEDULE – ARTICLE 28 (Con't) **Management June 28, 2012**

- E.** If an employee in classification 22 acquires more than one certification under Act 54, 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 54 certification.

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 (January 1, 2012 – December 31, 2013) COLA increases will be frozen.

TRANSPORTATION - ARTICLE 30

Employees of the Inspection Department shall be furnished with transportation by the Township for the purpose of making inspections. All employees of the Assessor's Department shall be furnished with transportation by the Township for the purpose of assessing. Any employee who is requested by the Employer, and at employee's option agrees, to use his or her own car in the performance of his or her duties will receive mileage allowance equal to the current IRS mileage allowance and will be adjusted accordingly.

EMPLOYEE RESIDENCE – ARTICLE 31

All employees shall be required to reside within 30 miles of the Township border, except that this requirement may be waived by the Township Board.

SAVINGS CLAUSE - ARTICLE 32

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 33 – Management 7/11/2012

- A. Definition: A part-time employee is an employee hired for thirty-two (32) 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. After thirty (30) days, such employee must, as a condition of continued employment, either maintain membership in Local 3451, or in lieu thereof, authorize Management to deduct from his regular pay each month an amount equal to the regular dues assessed by Local 3451.
- D. 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.
- E. 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 shall be entitled to receive a pro-rata amount of PTO computed from the first day of employment. Each part-time employee hired after September 1, 2009, working 24 hours or more per week shall receive a pro-rata amount of PTO computed from the first day of employment.
 - 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 33 (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 **30** hours per week.
 7. A part-time employee shall receive Dental Insurance in accordance with the present contractual agreement. The benefit shall only apply to a part-time employee who normally works in excess of **30** 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.
- F. A part-time employee ~~with less than 5 years seniority~~ shall not be retained in employment while a full-time employee qualified to perform the work has been laid-off.
- G. 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.
- H. The Township shall be required to give one (1) week notice before layoff or termination for any part-time employee.
- I. 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.

SEASONAL EMPLOYEES - ARTICLE 34 – **Management Proposal 7-16-2012**

- 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 Local 3451.
- 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.
- 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 and when scheduled to work 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 34 (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 35

The Township shall be allowed to hire temporary employees for specific projects of limited duration not to exceed 90 calendar days in any one department within any calendar year and under the following schedule in these specific departments.

Assessing Department: not more than 90 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

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.

CO-OP STUDENTS - ARTICLE 36

Clerical Co-op students will be entitled to work up to twenty (20) hours per week during the school year and full-time during vacation period. Co-op students will not be permitted to work during the months of June, July, and August. Co-op students shall not acquire seniority. They will not replace any permanent part-time employees. Co-op students shall not be allowed to work in any department in which any clerical employee is scheduled by management to work less than forty (40) hours per week. A co-op student is a high school or college student enrolled in a co-op program through a local high school or college. Clerical co-op students shall be limited to no more than one per office. Co-op students shall not be allowed to work unless they are actually taking classes.

MISCELLANEOUS - ARTICLE 37

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. **Moving to Article #14 -Workweek (Time Clock)~~

~~If an employee is up to and not more than five (5) minutes tardy, he will not be considered tardy for disciplinary actions, but it will be deducted from his or her pay.~~

B. Contract

The Township shall provide each member of the AFSCME collective bargaining unit a copy of the Union Contract, printed at a Union shop or on location, 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.

MISCELLANEOUS - ARTICLE 37 (CON'T)

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

Employees who attend educational programs without the prior written approval of the Human Resources Department or his/her designed 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.

- F. 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 38

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 other wise 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 39

This contract shall be in full force and effective from , through December 31, 2013 and year after year, thereafter, unless 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 40

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 41 – Management 10-19-2012

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 than the bonus provided under this agreement, the AFSCME 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.

LETTER OF AGREEMENT – 3 - **Management 8-24-2012**

(Compost Site)

This Letter of Agreement is entered into between the Charter Township of Ypsilanti and AFSCME Local 3451, Ypsilanti Township Chapter to acknowledge their cooperative interest and agreements in the continued operation of the compost facility.

The parties agree to the operational agreements as set forth below:

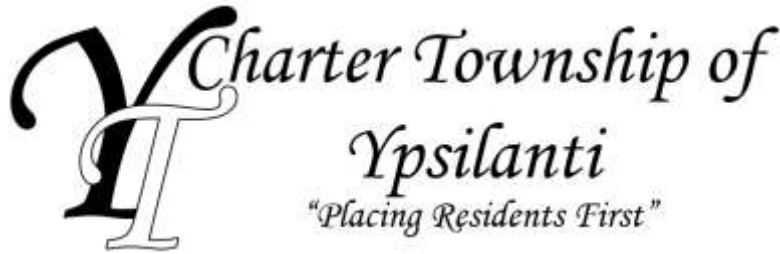
- a. The Processing Coordinator will lead the operation and the employees assigned to the compost site. The Processing Coordinator is a full-time employee and shall have a flexible work schedule falling within a workweek of Monday through Saturday. As an AFSCME bargaining unit position, classification 27, all other terms of employment shall follow the existing collective bargaining unit agreement.
 - b. The Township will hire seasonal employees to fill the compost attendant(s) position. Hours of employment shall be based on the seasonal operational schedule of the compost site and shall fall within a workweek of Monday through Saturday. The current Gate Attendant will work five days a week within a work week of Monday through Saturday during March – November and will work one day a week during November – March and for the purposes of this contract, he is titled a year round seasonal employee.
 - c. The roadside brush-chipping program and the associated equipment operators are assigned to the Parks & Grounds Division and may be used as needed to assist with the operation of the compost site.
1. The Charter Township of Ypsilanti and AFSCME Local 3451, Ypsilanti Township Chapter has worked cooperatively toward making the compost operation a successful long-term program for the residents of Ypsilanti Township. To that end, the parties recognize that the continued success of the compost site is dependent on a partnership based on open communication and the flexibility to change.
 2. **The Roadside brush chipping and associated equipment operators may be assigned to the Compost Site during the brush chipping season (April 1 – November 15), and then the Compost Site Coordinator shall be responsible for giving them their daily work assignments. During the off season (November 15 – April 1) the Compost Site Coordinator may request the roadside brush chipping and associated equipment operators for as needed assignments. Because of these increased duties when the roadside brush chipping and associated equipment operators are assigned to the Compost Site, the Compost Site Coordinator shall, only during the period of April 1 through June 30 each year, have the ability to work overtime as needed Monday – Friday without prior approval for the purposes of serving late arriving customers. Saturday overtime will still need prior approval.**

This Letter of Agreement is entered into without precedent to any other persons or operation of the Township.

LETTER OF AGREEMENT 5-1-2012

It is understood by the parties that the Township proposal to delete Article 37 – Miscellaneous, Section “B” and the Union proposal to add section “G” Full-time employees will work a 40 hour work week; are not being withdrawn or agreed to but are now proposals for Article 14 – Workweek.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin
Human Resource Department

Date: November 9, 2012

Subject: Teamster Local 214 Bargaining Unit Agreement

A tentative agreement has been reached with the Teamster Local 214 and is being forwarded to you for approval. If approved, it would become effective January 1, 2013 and expire December 31, 2014. The attached summary is included as an overview of the proposed changes.

As part of the approval of the Bargaining Agreement we are also asking approval to fill the new position of Ordinance Enforcement Assistant (job description attached) with a negotiable salary between \$37,400 and \$41,600.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 484-0065 or ext. 3741.

Teamster Local 214
Tentative Agreement Summary – November 2012

DURATION

- Two-year contract expiring December 31, 2014
- With the two year contract we have understanding that health care be reviewed on an annual basis and coverage levels will be revised if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan complies with the then current requirements of state law.
- Also have an understanding regarding the MERS pension plan and the employee contribution rate based on the actuary performed by MERS.
- Language in reference to a “me too” clause will be completely deleted from this article in the contract.

PAID TIME OFF

- Paid Time Off accrual will be capped at 360 hours effective with balance of 12/31/13 **(the old contract allowed for 2x’s their yearly accrual)**. Hours over 360 will be paid out in cash at 75% or transferred into the MERS Health Savings Plan at 100%.
- All Paid Time Off accruals will be placed into the employees banks on January 1st of each year based on years of service. Employees obtaining accrual increases during the year will receive a pro-rated lump sum at their anniversary date.
- Return of the 64 hours of PTO lost as of January 2011. Employees may request a payout of PTO hours earned from their banks throughout the year. The first 32 hours shall be paid at 100% with all other hours being paid at 75%. These payments shall be Non-MERS and not rolled into the employee’s base wage.

HEALTH INSURANCE

- Changes per the Health Care Letter of Agreement dated 10/25/2012 with increase deductibles approved at the October 22, 2012 board meeting.

RETIREMENT

- Employee contribution toward MERS will increase to 7.3% effective January 1, 2013.
- Language regarding retirement at 55 with 15 years of service will be deleted effective January 1, 2013.
- Management reserves the right to open a new retirement benefit for TEAMSTER employees hired as of January 1, 2013. This plan would be a MERS Defined Benefit with a 2% multiplier and/or an employee contribution of 8%.

RECOGNITION

- New position of “Ordinance Enforcement Assistant” be added to the Teamster Bargaining unit (proposed job description attached, developed with the assistance of the Teamster union and management). Salary is negotiable, however expected to fall within \$37,400 - \$41,600 range.

ALL OTHER PROVISIONS

- All other provisions of the contract remain unchanged.

Charter Township of Ypsilanti

ORDINANCE ENFORCEMENT ASSISTANT

Summary

The employee assigned to this position performs responsible municipal code enforcement work in a coordinated manner within the Office of Community Standards to achieve the goals and objectives of the organization. The employee will assist the Ordinance Enforcement Administrator with general ordinance enforcement activities and will enforce provisions of the property maintenance ordinance in conjunction with the rental housing inspection program.

Supervision Received

Work is performed in the field with considerable independence under the general direction of the Building Director through the Director of the Office of Community Standards according to established procedures and techniques. The work is monitored through its progress and final reports.

Responsibilities and Essential Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform).

1. Investigate alleged violations of municipal ordinances and conduct inspections to verify code compliance. Make routine observation of the Township to insure that ordinances are followed.
2. Conduct property maintenance ordinance inspections of rental housing properties as prescribed through the rental housing inspection program.
3. Keep accurate records (including photographic records) and maintain files pertaining to assigned activities; prepare correspondence and make periodic reports.
4. Issue citations to violators regarding ordinance violations.
5. Prepare testimony and appear in court as a complainant or a witness for the Township when necessary.
6. Perform related work assignments as required.

ORDINANCE ENFORCEMENT ASSISTANT (continued)

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Considerable knowledge of and the ability to research, read, interpret and implement municipal ordinances.
- Knowledge of the streets and addresses located within the Township.
- Ability to prepare and maintain accurate reports and records.
- Ability to effectively communicate both verbally and in writing.
- Ability to work independently and set daily schedule to meet work assignment expectations.
- Ability to maintain tact and diplomacy in dealing with the public.
- Interpersonal skills to establish and maintain effective working relations with supervisor, coworkers and the public.
- Initiative and resourcefulness in handling problem situations.
- Skill in the use of computer software for word processing and data collection programs.
- Physical ability to traverse uneven surfaces, perform visual inspection, hear and speak clearly.
- Graduation from an accredited high school or equivalent.
- Must possess and maintain a valid driver's license with a good driving record.

Ypsilanti Township
Reviewed, October 2012

Joint Road Improvement Agreement
for the Reconstruction
of a Portion of South Grove Road,
a Primary Road Located
Within the City of Ypsilanti
And Located on the Boundary With
The Charter Township of Ypsilanti
in Accordance With The
Requirements of
Public Act 8 of 1967 and
Act No. 63 of the Public Acts of
2011

This **Joint Road Improvement Agreement** (hereinafter referred to as "**Agreement**") for the reconstruction of a portion of South Grove Road (hereinafter referred to as "**Grove Road**") is entered into on the _____ day of November, 2012 between the **City of Ypsilanti**, a Michigan Municipal Corporation, whose administrative offices are located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter referred to as "**City**") and the **Charter Township of Ypsilanti**, a Michigan Municipal Corporation, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (hereinafter referred to as "**Township**"), hereby states the following:

WHEREAS, the subject matter of this agreement to-wit: **Grove Road** is a primary road that traverses the political boundary of the **City** and the **Township** and is designed to carry high traffic volumes to serve both municipalities, and

WHEREAS, a portion of **Grove Road** consisting of approximately **1500** feet (which is located entirely within the political boundary of the **City**) is in serious disrepair and needs to be reconstructed with a new asphalt cross section which will also include the installation of concrete curb and gutters, and

WHEREAS, the **City** has retained the engineering firm of **Orchard, Hiltz & McCliment Inc.** whose business office is located at 34000 Plymouth Road, Livonia, Michigan 48150 (hereinafter referred to as "**OHM**")

to prepare the necessary engineering documents along with the required
“PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST”
(hereinafter referred to as **“Construction Cost”**) for the portion of **Grove Road**
which currently is in need of repair and constitutes an annoyance to the travelling
public, and

WHEREAS, on **February 29, 2012 OHM** submitted the **Construction Cost** estimate for the reconstruction of **Grove Road** as defined herein, with the **“Total Estimated Project Cost”** being **\$571,200.00**, (a copy of said Construction Cost being attached hereto and incorporated by reference and labeled Exhibit 1) of which twenty (20%) percent, to-wit: **\$219,200.00** is the financial responsibility of the **City** with the remaining eighty (80%) percent cost to-wit: **\$352,000.00** being the financial responsibility of the Federal Government who will reimburse the **City** said amount through the Michigan Department of Transportation (hereinafter referred to as **“MDOT”**) once the reconstruction of **Grove Road** has been completed and approved, and

WHEREAS, the aforementioned reconstruction of **Grove Road** is currently listed on the Federal Transportation Improvement Plan and scheduled to occur in **2014**, and

WHEREAS, the elected representatives of both the **City** and the **Township** are of the opinion and belief that the reconstruction of the defined portion of **Grove Road** is of high priority since the road, of allowed to remain in

its current condition may pose a threat to the health, safety and welfare of the travelling public, and

WHEREAS, the **City** and **Township** are in agreement that the reconstruction of **Grove Road** should be completed in the spring/summer of **2013** and not **2014**, and

WHEREAS, the **City** and **Township** in accordance with the statutory requirements of Act 8 of 1967 entitled "**Intergovernmental Transfers of Functions and Responsibilities**" wishes to enter into this **Joint Road Improvement Agreement** which will require the **Township** to advance the sum of **\$352,000.00** to the **City** so as to allow the reconstruction of **Grove Road** to be completed in **2013** as opposed to **2014**, and

WHEREAS, Act No. 63 of the Public Acts of 2011 which is entitled "**Economic Vitality Incentive Program**" (hereinafter referred to as "**EVIP**") requires that in order for municipalities to receive its portion of statutory revenue sharing under Public Act 140, both the **City** and the **Township** must meet specific requirements in three (3) categories one of which is entitled **Category 2-Consolidation of Services**, and

WHEREAS, **Category 2** requires both the **City** and the **Township** to prepare a consolidation plan with one or more proposals "**. . . to increase its existing level of cooperation, collaboration, and consolidation, either within the jurisdiction or with other jurisdictions. . .which plan shall include a**

listing of any previous services consolidated with the cost savings realized from each consolidation . . .”, and

WHEREAS, expediting the reconstruction of **Grove Road** from **2014** to **2013** will not only result in cost savings in the Total Project Cost (including but not limited to engineering, construction materials, labor, etc.,) in accordance with the requirements of **EVIP** but will also enhance the health, safety and welfare of the travelling public who currently utilize this portion of **Grove Road**,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS OF THE PARTIES DESCRIBED IN THIS AGREEMENT, IT IS HEREBY AGREED AS FOLLOWS:

A. **OHM** will immediately take all necessary and required administrative and procedural steps to request approval from all State and Federal agencies that have jurisdiction over the funding for the reconstruction of **Grove Road** (including but not limited to SEMCOG and MDOT) that it be moved up on the **“Transportation Improvement Plan”** schedule from **2014** to the spring/summer of **2013**.

B. The **City**, under the supervision of the City Manager, shall employ **OHM** to finalize and complete the reconstruction plan for the final construction design of **Grove Road** (a copy of the aerial depicting said portion of **Grove Road**

being attached hereto and incorporated by reference and labeled Exhibit 2) and furthermore, to authorize **OHM** to supervise the construction of said project.

C. The **City** and **Township** designate the **City** to undertake all necessary work to complete the reconstruction of **Grove Road** as defined herein, including but not limited to the bidding and awarding of the Construction Contract to the most highly qualified bidder with a completion date being ninety (90) days after the Notice to Proceed has been given to the contractor.

D. The **City** shall be responsible for the twenty (20%) percent match required for the reconstruction of **Grove Road**, to-wit: **\$219,200.00** as set forth in Exhibit 1.

E. Upon approval of the State and Federal agencies that the reconstruction of **Grove Road** will be moved up on the "**Transportation Improvement Plan**" schedule from **2014** to the spring/summer of **2013** and upon notification that a construction contract has been awarded to the most highly qualified bidder, the **Township** upon written notification from the City Manager shall remit to the **City** the sum of **\$352,000.00** which represents the eighty (80%) percent match which will be reimbursed by the Federal Government through **MDOT** for the reconstruction of **Grove Road**.

F. That upon approval by all required parties, including State and Federal agencies, that the reconstruction of **Grove Road** has been completed in accordance with the terms and conditions of the Contract and all required

paperwork has been submitted by the **City** to the State and Federal agencies for reimbursement of the eighty (80%) percent Federal match, the **City** shall remit all sums advanced by the **Township** (which is approximated to be **\$352,000.00**) within thirty (30) days from the date when the **City** receives said funds from **MDOT** which is anticipated to be on or about **October 1, 2013**. Neither the **City** nor the **Township** shall receive any interest or other monetary remuneration for the funds used in the reconstruction of **Grove Road**.

G. No employees of either party shall be transferred under this Agreement, nor shall any real property, personal property, facilities or equipment be transferred.

H. The parties shall establish a Joint Board which shall be named the **“Grove Road Improvement Board”** which members shall be the City Manager or his designee, the Township Supervisor or her designee, and the Project Manager designated by **OHM**. This Board shall supervise the reconstruction of **Grove Road** as defined in this Agreement and shall meet at least monthly to review progress so as to apprise the **City** and the **Township** as to the status of said improvement.

I. Each party to this Agreement shall be responsible for all their own legal, financial and administrative costs.

J. This Agreement shall be recorded with the **Secretary of State** as required by State Statute as well as the appropriate Michigan Department or agency who oversees the requirements of the **EVIP**.

K. For purposes of this Agreement the **City** shall be solely responsible and hold the **Township** harmless for any and all claims asserted by a third party pursuant to the **“Governmental Tort Liability Act” (GTLA)** for the portion of **Grove Road** which is located entirely within the political boundary of the **City**.

L. This Agreement shall automatically terminate upon the completion of the reconstruction of **Grove Road** as defined herein which shall also include reimbursement to the **Township** of the Federal matching dollars needed for this project as set forth in Exhibit 1.

IN WITNESS

The Charter Township of Ypsilanti

Brenda L. Stumbo, Supervisor
Dated: _____, 2012

Karen Lovejoy Roe, Clerk
Dated: _____, 2012

The City of Ypsilanti

Paul Schreiber, Mayor

Dated: _____, 2012

Ralph Lange, City Manager

Dated: _____, 2012

Approved as to form:

John Barr, Ypsilanti City Attorney

Dated: _____, 2012

Wm. Douglas Winters, Ypsilanti Township Attorney

Dated: _____, 2012

Discussion Item

1. 2013 Fiscal Year Budget - Discussion