

# CITY COUNCIL AGENDA ITEM

Date: August 5, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager

Chris Wilson, Assistant City Manager

Robert C. Maleszyk, Chief Financial Officer Jeanette Menig, Human Resources Director

Jennifer Sloan, Deputy Human Resources Director

Subject: Contract Ratification – American Federation of State, County, and Municipal Employees

(AFSCME) (Introduced by: Jennifer Sloan, Deputy Human Resources Director)

#### **History**

The American Federation of State, County, and Municipal Employees (AFSCME) currently represents 58 hourly employees who work in the Public Works (Fleet Maintenance, Parks, Streets, Water) and Engineering Departments at the City of Troy.

In April of this year, the City and AFSCME started negotiating a successor collective bargaining agreement to replace the contract that expired on June 30, 2025. We held six bargaining sessions and reached a tentative agreement on July 28, 2025.

#### **Financial**

As seen in the attached summary, the three-year agreement provides annual wage increases, a signing bonus, a lump sum payment in the last year of the agreement, increase to the uniform allowance, increase to shift differential, and modifications to the certification incentive program. These financial changes represent approximately an 18% increase throughout the three-year agreement. The overtime incentive program, if successful, will also show some modest increased costs.

#### Recommendation

City management recommends approval of this agreement between the City of Troy and AFSCME for a three-year collective bargaining agreement for the period July 1, 2025 to June 30, 2028.

A summary of contract changes and copies of the tentative agreements are attached. For reference, the current collective bargaining agreement is available on the <u>City website</u>.

#### Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

## City of Troy and AFSCME

## 2025-2028 Collective Bargaining Agreement

## **Tentative Agreement Summary**

<u>ISSUE</u>	<u>CURRENT</u>	NEW AGREEMENT
Certifications	ASE Certifications – Master Auto and Master Medium/Heavy Truck \$.75 to \$1.50/hour	ASE Certifications – Master Auto and Master Medium/Heavy Truck increased to \$1.00 to \$4.00/hour
Holidays	Letter of Understanding adding Martin Luther King Jr. Day	Letter of Understanding incorporated into the collective bargaining agreement.
Overtine	No Overtime a la contina Dragge	Employees con compunits 2
Overtime Incentive	No Overtime Incentive Program	Employees can earn up to 3 additional Personal Business Days if they meet overtime criteria
Sick Leave	Language reflected the law previously in effect: the Paid Medical Leave Act of 2018.	Updated to reflect policies consistent with the new law, the Michigan Earned Sick Time Act.
Training	Maximum tuition reimbursement calculated per fiscal year	Now the annual maximum will be calculated per calendar year
Uniforms	Clothing allowance amount is \$350	Clothing allowance increase to \$450
Wages	Afternoon shift differential amount is \$.50/hour.	Afternoon Shift differential increased to \$2.50/hour.
		Signing bonus \$1000/employee upon ratification.
		July 1, 2027 Lump Sum \$1000/employee.
		Apply increases to all pay grades Upon ratification 5% 07/01/2026 5% 07/01/2027 4%

Additional changes include language clarifications and non-financial/operational changes covering topics of: emergency work hours, selection of promotional candidates, temporary assignments, use of funeral leave, vacation requests, overtime procedures and disability leave.

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The following is a list of Articles that the union and employer consider AS-IS, rolling over from the July 1, 2021 – June 30, 2025, agreements to the new successor agreement.

- 1. Article 2 PURPOSE AND INTENT
- 2. Article 3 RECOGNITION
- 3. Article 5 AID TO OTHER UNIONS
- 4. Article 6 UNION SECURITY
- 5. Article 9 NO STRIKE
- 6. Article 11 SPECIAL CONFERENCE
- 7. Article 13 GRIEVANCE: GENERAL CONDITIONS
- 8. Article 19 ATTENDANCE
- 9. Article 33 JURY LEAVE
- 10. Article 34 LEAVE FOR UNION BUSINESS
- 11. Article 37 SUSPENSION OF LEAVES
- 12. Article 50 BULLETIN BOARDS
- 13. Article 51 ADDRESS AND PHONE NUMBER
- 14. Article 52 SEPARABILITY AND SAVINGS CLAUSE
- 15. Article 53 EMERGENCY MANAGER

The City agrees with the Union's proposed non-changes to the current agreement except to the extent that any other negotiated provision impacts another non-changed provision which the parties agree to reopen if necessary for consistency in the contract language.

The City and the Union agree to engage in negotiations to reach an agreement between the City and the Union regarding any remaining provisions.

## ARTICLE 4 - Discrimination and Coercion

- A) The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religion, political affiliation, or disability. race, religion, color, sex, sexual orientation, gender identity or expression, height, weight, marital status, national origin, age, disability, or veteran status or any other basis protected by federal and state law.
- B) The Employer will not interfere with the right of the employees to become members of the Union, and shall not discriminate against any employee because of membership in the Union.

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#### ARTICLE 7 - Union Dues and Initiation Fees

- A) Payment of Check-Off or Direct to Union: Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.
- B) Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form.
- C) Deductions: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
- D) Delivery of Executed Authorization for Check-Off of Dues Form: A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- E) When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective upon date of hire unless said form has not been tendered to the Employer, in which case deductions shall begin upon the Employer's receipt of the form. Deductions shall be made from the appropriate pay of the month and each month thereafter.
- F) Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which the Union membership dues are to be deducted.
- G) Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- H) Remittance of Dues to AFSCME Council 25: Deductions for any calendar month shall be remitted to the designated AFSCME Council 25 by the 25th day of the month in which the deduction is made. The Employer shall furnish AFSCME Council 25 monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms
- Disputes Concerning Check-Off: Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly

revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the employee by a representative of the Local Union and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Union, and the Employer. Until this matter is disposed of, no further deduction shall be made.

- J) Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, for the purpose of complying with paragraph G of this section.
- K) In addition to regular dues deductions, employees may authorize a regular payroll deduction to make voluntary contributions to the AFSCME political action fund. The deduction will be identified on a form prepared by the union and approved by the City; the amount must be deducted per pay period and must be for a specific dollar amount (not a percentage of pay); the deduction will begin on the next available pay period following receipt of the signed deduction form by payroll. The City shall direct all such voluntary contributions to AFSCME Council 925, and distribution of the contributions will be made by the union in its sole discretion, and the City shall have no input into how collected funds are distributed. Employees may cease contributions at any time with written notice to payroll, and the deduction will end on the next available pay period.

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## ARTICLE 10 - Stewards and Officers

- A) Employees in the bargaining unit shall be represented by a Chapter Chairman, Vice-Chairman, Chapter Secretary, Chapter Treasurer, and Stewards who shall be regular employees working in that unit. In the absence of a Steward, an alternate may be appointed by the Chairman or Vice-Chairman.
- B) There shall be one (1) Steward per shift for each division shown below:
  - 1) Engineering Division
  - 2) Fleet Maintenance Division
  - 3) Parks Maintenance Division
  - 4) Streets and Storm Drains Division
  - 5) Water and Sanitary Sewer Division
- C) At any time the number of employees in a division exceeds fifty (50), **upon request of the Union**, the Human Resources Director will meet with the Chapter Chairman, and an additional Steward may be added.
- D) During regular working hours, either a Steward or the Chapter Chairman may investigate and present grievances to the Employer (as provided in Article 12) without loss of time or pay, provided the Steward or Chapter Chairman shall first receive the approval of their supervisor. Failure of Stewards or the Chapter Chairman to abide by this requirement shall be cause for discipline. Abuse of time away from the job shall be cause for a special conference.
- E) Union stewards assigned to the afternoon shift may request to use personal time to attend Chapter meetings which are scheduled during their regular shift. Such requests will be reviewed on a case-by-case basis and may be approved up to four (4) times per year at the discretion of the Operations Manager.

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## ARTICLE 12 - Grievance Procedure

## The remaining sections of Article 12 remain unchanged

Step 3: Grievances not settled at Step 2 must be filed to Step 3 with the City Manager within seven (7) calendar days of the Step 2 answer. The City Manager (or their designated representative) shall schedule a meeting within fourteen (14) calendar days of the submittal to Step 3 and discuss the grievance. Union members in attendance at the Step 3 meeting shall not exceed six (6) and may include:

- 1. The grievant(s)
- 2. The AFSCME Council or International Representative
- 3. Up to two (2) representatives of the affected department
- 4. Up to two (2) additional members of the bargaining unit

with not more than three (3) representatives of the bargaining unit, including the grievant, the AFSCME Council or International Representative, and two (2) representatives of the affected department. The decision of the City Manager on the grievance shall be given to the Chapter Chairman, Vice-Chairman, Secretary, Steward, Grievant, and Council or International Representatives within fourteen (14) calendar days after the date of the meeting.

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## ARTICLE 14 - Discharge and Suspensions

- A) Discharge and suspensions shall be in writing to the employee, and a copy shall be furnished to the Chapter Chairman or their designee and mailed to the AFSCME Council Representative within twenty-four (24) hours except Saturday, Sunday, and holidays. The written notice shall generally state the reason(s) for the discharge or suspension.
- B) The discharged or suspended employee will be allowed to discuss their discharge or suspension with their Steward and/or the Chapter Chairman of the unit, and the Employer will make available an area where the employee may do so before the employee is required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or suspension with the employee and the Steward in an attempt to resolve disputes.
- C) Appeal of Discharge or Suspension: Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Steward to the Employer within three (3) regularly scheduled working days of the discharge or suspension. The matter shall be referred to the grievance procedure at Step 3.
- D) Use of Past Record: In imposing any discipline of a current charge, the Employer will not consider any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of their employment application after a period of two (2) years from date of hire, except for information on their medical record. This language shall not preclude the Employer from using a past record to support a history of progressive discipline.
  - Falsification of any employment application dated May 24, 1993 or later may subject an employee to disciplinary action at any time following the date of application.
- E) Any employee who is reinstated after discharge or suspension shall be returned to the same classification at the same rate of pay erunless a different classification and/or rate of pay as will be is agreed to by both the parties.

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## ARTICLE 15 - Seniority

- A) Seniority shall be defined for regular employees as the length of continuous employment with the City beginning with the date of initial hire. NOTE: See Article 31 for service date, and note that Bargaining Unit Seniority shall be length of continuous service within the Bargaining Unit.
- B) Probationary Employees
  - 1) New full-time employees hired shall be considered as probationary employees for the first six (6) months of their employment. The Employer may extend the probationary period in one (1) month segments, up to an additional six (6) months. The six (6) month probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, the employee shall be entitled to full seniority rights and rank for seniority from the six (6) months prior to the day the employee completed the probationary period. There shall be no seniority among probationary employees. Discipline of an employee during probation shall be grievable as in sub-section 15.B.2 below. Discharge or termination of any employee during probation shall not be subject to the grievance procedure.
  - 2) Any disputes regarding probationary employees will be handled as expeditiously as possible through meetings with the probationary employee's supervisor and the Union Steward. If this meeting fails to resolve the problem, the dispute may be processed one more step, and a meeting will be held with the Human Resources Director, the employee, the Union Steward, the Chapter Chairman, and the Division Head.
  - 3) Seniority shall be in accordance with Section A above.
- C) The City shall keep true **bargaining unit** seniority lists in each division, which will contain each employee's name, seniority date, and classification. Employees hired on the same date shall be placed on the seniority list according to the **eligible list highest test score**. The list shall be updated every three (3) months. If there is any objection to any of the items therein, the parties shall promptly meet to dispose of the grievance. Any grievance shall be in writing and filed with the Human Resources Department through the employee's supervisor within five (5) working days after the posting of the seniority list. Seniority lists shall be kept separately for the following divisions:
  - 1) Engineering Division
  - 2) Fleet Maintenance Division
  - 3) Parks Maintenance Division
  - 4) Streets and Storm Drains Division
  - 5) Water and Sanitary Sewer Division
- D) When an employee moves from one division to another through the posting procedure, they will be entered on that division seniority list according to their length of continued service in the bargaining unit with the Employer, once they have completed their probationary trial period.



- E) An employee shall lose their seniority and shall no longer be considered an employee for the following reasons:
  - 1) If they quit or retire.
  - 2) They are discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
  - They are absent for three (3) consecutive working days without notifying the Employer. In the event the employee is incapable or unable to advise the Employer for reasons or causes beyond the control of the employee, an exception may be made. After such absence, the Employer will send written notification by registered mail to the employee at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - 4) If they do not return to work when recalled from layoffs as set forth in the recall procedure. If deemed proper by the City, exceptions shall be made.
  - 5) Return from unpaid leaves of absence will be treated the same as (#3) above.
  - 6) If they are laid off for a period equal to their seniority at the time of their layoff, or for three (3) years, whichever is the lesser. For this paragraph only, all employees (except probationary employees) will be treated as if they have a minimum of one (1) year seniority.
  - 7) Separation upon settlement covering total disability.
  - 8) The employee does not work for a period of three(3) two (2) years, including periods of short and long-term disability (but excluding the 30 day short-term disability qualifying period), provided the employee is unable to perform the essential duties of the position with reasonable accommodation.
- F) An employee who changes to a classification out of the bargaining unit may return within three (3) months without loss of bargaining unit seniority. The employer will not permanently fill the bargaining unit vacancy during this three-month period. If the employee leaves the bargaining unit for more than three (3) months, then wishes to return to the bargaining unit, the employee will be subject to the regular hiring process as if they were an external candidate. If rehired, the employee will forfeit previously accrued bargaining unit seniority. Employees promoted out of the bargaining unit for more than three (3) months shall not accrue seniority while out of the unit.
- G) In the event of a layoff of any type, the following employees, notwithstanding their position on the Seniority List, shall continue to be employed as long as there is work available:
  - a) Chairman, then Vice-Chairman: In a job classification within the bargaining unit whose duties they can perform, then
  - b) Stewards: In a job classification within their division whose duties they can perform.

Such employees shall be recalled to work for the first vacancy in a job classification within their division whose duties they can perform. The City recognizes these clauses to the extent that these officers and stewards have protected seniority only during their official term of office.

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## ARTICLE 16 - Layoffs and Recall

## The remaining sections of Article 16 remain unchanged

F) When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of the Layoff Section, and per time limits in Article 15 E. (6). Notice of recall shall be sent to the employee at their last known address by certified mail.

If the employee fails to call or personally appear to the Human Resources Department within ten (10) calendar days of the mailing date of the notice, they shall be considered as having quit. If the employee calls the Human Resources Department within ten (10) calendar days of the notice, they shall report to work as directed, but be allowed up to fourteen (14) calendar days from the date of the phone call or personal appearance to report to work provided reasons satisfactory to the Employer are given for the requested extension of time.

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## Tentative Agreement City of Troy and AFSCME June 30, 2025

## ARTICLE 17 - Working Hours

A) The City shall establish normal work schedules consistent with this section for each division which shall be in writing and posted in each division. Work schedules shall include the days of the work week and the hours of the day. Of the work schedules established by the City, the employee may select to work the schedule of their choice pursuant to Article 18, Shift/Schedule Change.

When required by operating needs, the City may change work schedules for any employee or group of employees. Such change shall be given to the employee at least fifteen (15) calendar days prior to the beginning of the new schedule. In case of emergency or other unforeseen circumstance, the Department Director, their immediate subordinate, City Manager, or designee may change the working schedule without the fifteen (15) day notice.

In the event of a shift change for snow emergency, employees whose shifts change to the 12-hour schedule will be compensated according to Article 20 (J).

In the event of an emergency when the Emergency Operations Center (EOC) is activated for more than (7) consecutive days and the duration of the change is more than 60 days, there will be an opportunity to re-evaluate the shift schedule assignments and, if necessary, changes may be made effective the first day of the closest pay period following evaluation.

- B) The first shift is any shift that regularly starts on or after 4:00 AM but before 11:00 AM. The second shift is any shift that regularly starts on or after 11:00 AM but before 7:00 PM. The third shift is any shift that regularly starts on or after 7:00 PM but before 4:00 AM. A shift shall be considered regular for an employee if the employee is assigned to that shift for at least seven (7) calendar days.
- C) The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The City may establish a five (5) consecutive eight (8) hour day work week other than Monday through Friday.

By mutual agreement of both the City and the Union, a forty (40) hour work week may be established consisting of four consecutive 10 hour days. The establishment of such a work schedule may be done so all year round or for a particular period or season of the year, or during any other appropriate combination or period of time that may be deemed appropriate. In addition, the schedule may be established for any single division, or section of any division, or combination of divisions, as may be deemed appropriate for the work load or assignments of work. The establishment of such a schedule further may provide for 6-day coverage, and the City may schedule a work

group on a four-day basis, Monday through Saturday, as long as work schedules for employees are scheduled in a consecutive four-day period. Seniority by classification shall determine which work group the employee is assigned to. In addition, the following provisions for establishment of the four-day, 10-hour shift shall apply:

- 1) Overtime The overtime provisions applying to ten (10) hour days shall be waived in order to provide 10 hours of straight time each regular work day. Any time worked in excess of ten (10) hours shall be paid at the regular overtime rates. Any time worked in excess of their regular forty (40) hour week shall be paid at the regular overtime rate.
- 2) Vacation and Sick Leave Vacation and sick leave days shall continue to accumulate at the same rate as spelled out in the contract. If an employee takes a vacation or sick day, the employee will be charged with ten (10) hours of vacation or sick time.
- 3) Jury leave, funeral leave, and holidays shall be paid at the rate of ten (10) hours if the employee is on the 10-hour shift.
- Employees who are scheduled to work and report in, but are sent home due to lack of work or inclement weather conditions will be paid a minimum of four (4) hours at straight time or, if scheduled overtime, at the appropriate rate of pay.
- E) All employees shall receive two (2) wash-up periods: five (5) minutes to be taken at lunch, and ten (10) minutes to be taken at quitting time. The City will put hand cleaner into vehicles where employees would normally be working under unsanitary conditions or conditions hazardous to the employee's health.
- F) All employees will receive a one-half hour lunch break (unpaid) to be taken at the middle of each shift whenever possible.
- G) Employees may take a coffee break fifteen (15) minutes in the a.m. and a coffee break of fifteen (15) minutes in the p.m., or fifteen (15) minutes in the first half and the second half of their regular shift, whichever may apply.
- H) When the continuation of a regular work shift results in an overtime situation of two (2) hours or more in length, the employee is entitled to a paid 15-minute break prior to working overtime.
- I) In an unscheduled overtime situation of two (2) hours or more in length, an employee shall receive a paid fifteen (15) minute break for every two (2) hours worked, or two-tenths of an hour's pay will be added to their time worked.
- J) If the employee works more than four (4) hours overtime, the employee shall receive a one-half hour unpaid lunch break, if the employee so desires. All employees in a work group must agree to either take or not take a lunch break.

- K) The time off shown for lunch break, coffee breaks, and wash-up periods shall apply to the total time the employee may discontinue performance of assigned work.
- L) The City agrees that the Water Department shall not schedule regular afternoon shifts between the start of the pay period immediately following April 1st and the start of the pay period immediately following November 1st except as absolutely necessary because of the work load.

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## ARTICLE 18 - Shift/Schedule Change

- A) Shift/Schedule preference will be granted on the basis of seniority within the same job classification in each division, providing the employee is qualified to perform the work required with no more than 5 days additional training.
- B) This section shall become effective at such time there is a vacancy and at the start of the pay period immediately following April 1st and November 1st of each year.
- C) The City will post a notice of each pending shift/schedule change date approximately one month in advance. Employees must submit their request for shift/schedule selection to their supervisor no later than ten (10) calendar days prior to the shift/schedule change date. Those employees who do not select a shift/schedule as required will be assigned to the remaining positions by the Employer.
- D) Employees must remain on their shift/schedule until there is an appropriate vacancy or until the next regular shift/schedule change date.
- E) In the event that a Fleet Maintenance employee is ordered by subpoena at least two weeks in advance to appear in court on behalf of the City of Troy, the employee's shift will be changed for the duration of the subpoena. If there is less than two weeks notice, the employee will be paid overtime for time worked outside of the employee's regular work hours.

## Tentative Agreement City of Troy and AFSCME June 30, 2025

### ARTICLE 20 - Overtime

A) Employees will be paid one and one-half (1½) times their regular hourly rate for time worked in excess of eight (8) hours on the employee's scheduled shift, forty (40) hours in any work week.

An employee who works more than 8 hours in a scheduled work day, or in excess of 40 hours in a week, may request to be granted time off equivalent to the hours worked with the Field Supervisor's approval. Such time off shall be taken during the work week in which the overtime was worked. If the employee does not take the time off during the same work week in which it was worked, the employee shall be paid for the overtime at the appropriate premium rate. For purposes of this subsection, it is understood that the work week begins on Saturday and ends on Friday.

B) The scheduled shift shall commence at the employee's start time and continue twenty-four (24) consecutive hours, except on Sundays and holidays which shall be considered from midnight to midnight. From midnight of a holiday or Sunday to the scheduled starting time, pay shall be at 1½ times the employee's normal hourly rate. This paragraph may be waived with the mutual consent of the City and the Union.

Whenever an afternoon shift goes beyond the midnight hour and into a designated holiday, no overtime rate will apply for those hours past midnight that are part of the normal scheduled shift.

C) When an employee is called into work at other than their scheduled working time, the employee shall be paid a minimum of three (3) hours at the appropriate premium rate unless the hours are contiguous with the employee's regularly scheduled work hours, in which case the employee will be paid one and one-half their regular rate for actual hours worked. Employees called in on Sunday or holidays will be paid a minimum of three (3) hours at double time plus the holiday pay.

When an employee is able to perform the work remotely without entering a City facility or job site the minimum "call in" time will be one (1) hour, paid at the applicable overtime rate as described above.

The three (3) hour minimum will also apply in situations when an employee is called in early for a regularly scheduled shift. If the employee is called in with a new starting time less than three (3) hours earlier than the regular scheduled shift start time, the employee will receive call-in time to make the total 3 hours.

- D) Double time shall be paid for hours worked on:
  - 1) Sunday (when not a part of the regular scheduled work week) or the employee's seventh day.
  - 2) Holidays and designated holidays. This is in addition to holiday pay.
- E) Time granted for sick leave, funeral leave, holidays, or vacation leave shall be construed as time worked in the computation of overtime.

- F) There shall be no duplication of overtime for the same hours worked, and employees shall not be paid twice for the same hours recorded as hours worked.
- G) Wherever practical, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond the regular quitting time.
- H) Other overtime shall, wherever practical, be distributed equitably among the employees working in the classification in which the overtime occurs and posted within 24 hours of the end of the overtime occurrence. Records of overtime worked shall be maintained by the division for each classification. The records will show overtime occurrences worked as well as that those charged when employees are not available. Employees will not be charged for overtime while on vacation provided they give approved leave if they provide at least three (3) days notice and take a minimum of two (2) days of leave vacation time, or when the employee is absent for three (3) consecutive days due to illness, and using appropriate leave time.

Such records shall be reviewed periodically with the Steward in order that reasonable distribution of available overtime will be maintained. On May 1st and November 1st of each year, the amount of accumulated hours occurences shall be reduced to zero for all employees. Both parties recognize that all employees listed on the overtime list will not have the same amount of overtime occurences hours. The Employer agrees to maintain as little difference in overtime hours between employees as possible. Overtime in each classification shall be posted every two weeks if overtime is worked during the two-week period prior to posting. If no overtime is worked, no new posting will be required.

Beginning November 1 (pending ratification prior to October 31, 2025) overtime will be recorded for tracking purposes by occurence/event. Crew Leaders scheduled morning prep time will not be considered an occurrence for overtime tracking purposes.

Employees must work at least 50% of overtime occurrences offered; if an employee falls below 50% on May 1 or November 1 for the previous overtime period, management has the right to issue discipline.

#### **Overtime Incentive Program**

#### **Public Works Divisions**

Employees who work 75 - 89% of the overtime occurrences offered to them as of May 1 will receive two (2) additional Personal Business days, available to be used June 1 – December 31 of that year. Employees who work 90% (or more) of the overtime occurrences offered to them will receive an additional one (1) Personal Business days for a total of three (3) additional Personal Business days that can be used June 1 – December 31 of that year.

#### **Engineering Division**

Employees who work 75 - 89% of the overtime occurrences offered to them as of November 1 will receive two (2) additional Personal Business days, available to be used November 1 – December 31 of that year. Employees who work 90% (or more) of the overtime occurrences offered to them will receive an additional one (1) Personal Business days for a total of three (3) additional

Personal Business days that can be used November 1 – December 31 of that year.

Overtime occurring in an emergency situation shall be assigned within the discretion of management, with the employees in the division by classification given initial consideration. Errors in the distribution of overtime in or out of a division by classification will be corrected by subsequent distribution of available overtime.

When flagrant abuse in the distribution of overtime occurs, a settlement of the dispute shall be in payment of lost overtime instead of subsequent distribution of overtime available.

- J) Employees who are reassigned to a different shift due to an emergency shall receive time and one-half (1½) for all hours worked in excess of their eight (8) hours within the twenty four (24) hour work period prior to the shift change. If the shift is a 12 hour shift, the employee must work the full 12 hours to receive the time and one-half (1½) overtime.
- K) Employees who are required to cover more than twelve (12) hours of work on a regular scheduled shift and do not report for work for the next regular shift shall be paid for the day by deducting the day from the employee's sick bank. Days so deducted shall not be used to document a case of absenteeism for purposes of discipline.

In the event an employee is called into work for an emergency or other situation within an 8-hour window preceding their next regular shift or following a 12 (or more) hour shift and the employee is unfit or unable to work their next regular shift, the employee may choose leave time (including sick time) or unpaid leave. The employee's weekly reported hours must be no less than 40 (unpaid leave will not be counted in the minimum requirement). Overtime will be paid consistent with Article 20 – Overtime (A) and unpaid leave will not count toward hours worked for the purpose of overtime calculation.

Each employee may use no more than 32 40 hours of unpaid leave annually under this provision.

The department head and/or approving supervisors have the discretion to extend to other related circumstances, when possible.

FOR THE UNION:	FOR THE CITY:
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Date:	Date: 6 30 25

## ARTICLE 21 - Classifications

- A) Typical work assignments associated with each classification and position are listed in Appendix B. Said Appendix B is not intended to be all-inclusive, but is only submitted as a point of reference.
- B) The City acknowledges that the position hyphenated within each classification shall be the primary work responsibility of the appropriate employees.
- C)B) The City shall have the right to assign an employee to another position assignment in their classification or any lower classification on a temporary basis.
- D)C) When a new classification is established within the bargaining unit, the City shall notify and meet with the Chapter Chairman, the Vice-Chairman, and the Secretary at least 30 days prior to the establishment of a permanent rate structure. In the event the Union does not agree that the rates established are proper, they shall be subject to negotiations. The City may establish a temporary rate for a period not to exceed ninety (90) days for the new classification.

FOR THE UNION:	FOR THE CITY:
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Date: 6-2-25	Date: 6/2/5



## ARTICLE 22 - Posting of Vacancy

## A) Postings

1) In the event of a vacancy or newly created position which the Employer elects to fill and for which there is no valid eligible list, the Employer shall post the vacancy or new position at least seven (7) calendar days in all divisions. The posting shall include a description of the qualifications, hours of work, typical duties, division, testing dates (as applicable), and tentative date of appointment. A copy will be given to the Chapter Chairman. The City shall provide the Chapter Chairman with a copy of the test results and notify the successful employee within ten (10) working days after the final testing date.

In the event a written test is conducted a pre-qualification list of written test results shall be established which shall remain valid for a period of one (1) year. Six (6) months after the creation of the pre-qualification list, those employees who failed the written test and those employees who were on probation and thus ineligible at the time the last test was administered may request to be tested. Such requests must be submitted in writing not later than two (2) weeks after the six month date, as stated in the test notification letter. Employees passing this test shall have their names and test scores added to the prequalification list; such test scores will expire on the date the pre-qualification list expires.

When a written test is not administered and a prequalification list is not established, employees who were on approved leave during the entire posting period, and therefore unable to apply, may submit an application within two (2) work days of their return to work and will be considered for the position if interviews have not yet been conducted.

Upon the conclusion of the testing procedures evaluation for a classification within a division, an eligible list shall be created which will remain valid for the division for six (6) months from the date certified. Subsequent vacancies in that classification for that division shall be filled from the eligible list. In the event of a vacancy in the same classification as that for which the eligible list was created but in another division, those employees on the pre-qualification list (and those employees in the same classification as the vacancy who are interested in transferring from a different division) will be offered the opportunity to interview for the new vacancy. The resultant eligible list shall remain valid for that division for six (6) months from the date certified. Employees who decline to be interviewed for the new vacancy shall remain on the pre-qualification list.

Section A.1. shall be subject to renegotiation upon expiration of the collective bargaining agreement.



In the event only one (1) qualified candidate applies, and when management determines it is in the best interest of the City to do so, the City may choose to forego the remaining evaluation process and advance the employee directly to the eligible list.

- 2) Seniority within the bargaining unit will be recognized by giving credit of ½ point for each 12 full months of continuous employment. The total of points will be added to the final total passing score for all evaluations given.
- The City shall offer the position to one of the two (2) most qualified candidates, based on the evaluation, as represented by rank on the eligible list. However, in the event more than one employee receives the same ranking (tie), the highest seniority employee shall be offered the position, according to the following procedure: A vacancy in a classification or a newly created position within a classification shall be filled in the following order: (a) by employees in the same division with the same classification who work a different shift, (b) by promotion requests within a division and voluntary demotions from within the division, (c) by transfer requests from outside the division from employees with a classification which is equal to or higher than the classification of the vacancy, (d) by promotion requests from another division. The senior qualified employee shall receive the position according to the above procedure.

Paragraphs 2 and 3 above shall be subject to negotiation upon expiration of this agreement.

- B) Employees will be placed in their new classification within eight (8) weeks of being offered the position. formally accepting the position.
- C) Employees who request and are awarded their classification change shall not be entitled to request any other change for a period of nine (9) months, in the event:
- The request was for a lower rated classification, or
- 2) The employee declined during the probationary trial period. In this case, the classification shall promptly be posted.
- D) Employees awarded a classification change shall have a probationary trial period not to exceed three (3) months to qualify for such classification. The Employer may extend the probationary period in one (1) month segments, not to exceed six (6) months. This shall permit the City to disqualify the employee prior to the completion of such probationary trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former classification and schedule without loss of seniority, and shall be given the reasons for their disqualification in writing. In the event the City wishes to end an individual promotional probation period prior to three (3) months, the employee will be given the opportunity to accept the shortened period by signing an acknowledgement
- E) Any employee who feels aggrieved upon disqualification may submit the matter to the grievance procedure, and the City must be able to show that the disqualification was justified.

FOR THE UNION:

Shely Brill

Date: 1-28-25

Date: 1/28/25

This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available.

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## ARTICLE 23 - Promotions

- A) In the promotion of employees governed by this Agreement to classifications within the bargaining unit, seniority and qualifications will govern.
- B) Qualifications shall be determined by the Employer and will be applied in a fair and equitable manner to all applicants.
  - A standard evaluation test process may include but not be limited to written, interview, practical, or combination thereof for each classification, and test questions shall pertain only to duties and responsibilities of that classification. Passing grade shall be told to employee prior to the evaluation test.
- C) Upon promotion, the employee will be placed at the lowest pay step in the new classification which represents an increase over their regular pay step.

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AFSCME MICHIGAN C925 & LOCAL 574.

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## ARTICLE 24 - Transfers and Demotions

- A) In the event of a vacancy or a newly created position, employees in the same classification as the vacancy shall be given the opportunity to transfer to another division on the basis of seniority according to Article 22, Posting of Vacancy, if the employee requires no more than five (5) days additional training.
- B) Employees who request and are awarded a transfer to an equal classification shall be prohibited from being considered for any other transfer to an equal classification for a period of two (2) years from the date of the original transfer. This provision shall not apply to employees who merely change shifts within a division.
- C) Upon transfer, employees will remain at their current pay step and continue step progression, if applicable, upon their original dates.
- D) Upon demotion, employees will be placed at their current pay step (i.e. Step 3 to Step 3) in the lower classification and continue step progression, if applicable, upon their original dates. In the event an employee returns to a higher position they previously held (and they had attained a higher pay step in the lower classification), they will be placed at the highest pay step they attained in the lower classification, and continue step progression, if applicable, upon their original dates.

# Tentative Agreement City of Troy and AFSCME June 2, 2025

## ARTICLE 25 - Temporary Assignments

- A) Temporary assignments calling for the performance of work required by a higher classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. where such assignments exceed one (1) week per assignment, will be granted to one of the three most senior, interested employees, provided the employee is qualified to perform the work without additional training.
- B) Such employees will receive pay at the lowest pay step in the temporary classification which represents an increase over their regular pay step for all hours worked for performing such work assigned to the temporary position once the assigned work exceeds five (5) consecutive working days. in excess of five (5) consecutive days or in excess of thirty (30) working days within any twelve (12) month period.
- C) Chapter Chairman and the Steward of the affected department will receive notification of all temporary assignments performing bargaining unit work.

FOR THE UNION:	FOR THE CITY:
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Date: 6-2-25	Date: 6/2/25

ARTICLE 26 - Supervisory Personnel

Status Quo

ARTICLE 55 - Terms

This Agreement shall continue in full force and effect until midnight, June 30, 2025 2028, and shall continue in effect from year to year thereafter, unless either party shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

FOR THE UNION:	FOR THE CITY:
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## ARTICLE 27 - Temporary and/or Part-Time Employees

## The preceding sections of Article 27 remain unchanged

- C) Temporary and/or part-time employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.
- D)C) Temporary and/or part-time employees shall not be worked overtime in place of available full-time employees.
- E)D) Employees hired temporarily in the Parks Maintenance Division shall not be subject to this Article from April 1st to October 31st of each year except as provided in Section 27.A.3. However, temporary employees who have completed up to four months in another division may transfer to the Parks Maintenance Division providing 1) they do not work beyond October 31st, 2) that the total number of temporary employees in the Parks Maintenance Division does not exceed the original number of designated temporary positions, and 3) they are performing only Parks Maintenance Division work.
- F)E) On July 1 the City will notify the Chapter Chairman of the temporary and part-time employees hired.

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Date: 62-21	Date: 612125

Article 28. Subcontracting

Status Quo

FOR THE UNION:

FOR THE CITY:

Jeanette Meing

Date: 12225

## Tentative Agreement City of Troy and AFSCME June 30, 2025

## ARTICLE 29 - Safety

- A) The City agrees to maintain sanitary, safe, and healthful working conditions in accordance with the Michigan Department of Labor.
- B) The City will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.
- C) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary, or fire regulations issued by the City (per Michigan Department of Labor).
- D) The Safety Committee shall be composed of at least six (6) members:
  - One (1) representative of the Human Resources Department.
  - One (1) member to be either the Union Chairperson or Union Vice-Chairperson (unless approved in writing by Human Resources, the Union Chairperson, and the Union Vice-Chairperson to be filled by another Union Member),
  - Three (3) or more AFSCME Union employees,
  - One (1) or more additional Classified/Exempt employee(s).

The Classified/Exempt and Union employees shall serve one (1) year rotating terms.

The Safety Committee shall attempt to meet monthly and discuss current safety related issues, recommendations, and other safety related topics. It shall be the Committee's responsibility to make recommendations on safety to both the City and the Union.

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Date: 6-70-20	Date: 6/30/25

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## Tentative Agreement City of Troy and AFSCME May 16, 2025

## ARTICLE 30 - Training

A) In-Service Training

The City may authorize in-service training programs without loss of pay for employees to take schooling in the interest of the City. In such cases, the employee shall be required to return to the City employment for a specified time after completing said schooling, not to exceed one year.

B) Tuition Reimbursement

- 1) The Tuition Reimbursement program is available to all employees who have successfully completed their initial probationary period.
- 2) Courses must be:
  - Completed from an accredited institution, and
  - Courses leading to an Associate Degree, Bachelor Degree, Master Degree or Certification Program that is organizationally-related.
- 3) Reimbursement will be granted only for pre-approved courses completed with a grade of "C" (2.0) or better.
- 4) Reimbursement is for the cost of tuition only and does not include other expenses or fees such as registration fees, books, mileage, parking fees, laboratory fees, etc.
- 5) Maximum reimbursement per employee, per calendar fiscal year, is \$2,500.
- 6) Employees who receive any monetary assistance from other sources, such as scholarships, grants-in-aid, G.I. Bill, etc., shall be eligible only for reimbursement of the difference between the outside financial assistance and the actual tuition costs.
- 7) Prior to receipt of reimbursement, the employee will be required to sign a letter agreeing to repay the reimbursement if the employee terminates employment (including retirement) or is terminated (not including layoff) by the City within (1) year of receiving the reimbursement.

C) Other Training

Mandatory training sessions will, as much as possible, be scheduled during regular working hours. If a mandatory training session cannot be scheduled during regular working hours, the employee's regular working hours will be changed to fit the training session hours. Additional training not mandated by the City but beneficial to the City and the employee shall be accommodated by rescheduling the employee's hours so that the employee will attend said training while on normal working hours provided the employee receives advance approval of the department head.

The Certification Incentive Program in Appendix A details certifications which will be recognized with hourly bonus pay. The City will be responsible for the cost of training, testing, and continued education credits, if available, to interested employees (within a reasonable career progression) to participate in the certifications found in the Certification Incentive Program. The City will offer this

- opportunity when the training becomes available while ensuring operations are minimally impacted.
- D) Employees who have completed their initial probationary period and are in the MSE-D Service Technician I, MSE-F, Trade Specialist I or MSE-G, Trade Specialist II classifications (new titles as of January 8, 2022: Maintenance Technician, Light Duty Mechanic, or Heavy Duty Mechanic) classifications in the Fleet Maintenance Division will be reimbursed for the cost of renewing their required State of Michigan mechanic certifications upon submission of requested paperwork.

Fleet Maintenance ASE Certificates

Until January 7, 2022, Fleet Maintenance employees in the MSE-D and MSE-F classifications who possess a valid Master Automobile Technician Certificate, and Fleet Maintenance employees in the MSE-G classification who possess a valid Master Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (ASE), shall receive one hundred dollars (\$100) per month. It shall be the responsibility of the employee to provide the Fleet Maintenance Operations Manager with the necessary documents verifying the receipt and maintenance of the Master Technician Certificate. The ASE certification bonus transitions to the hourly bonus detailed in Appendix A beginning January 8, 2022.

FOR THE UNION:	FOR THE CITY:
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Date: 5-16-21	Date: 5116125

#### ARTICLE 31 - Leaves of Absence

Leaves of absence may be granted by the City Manager without pay and without loss of seniority, but with an adjustment for service date (service date is defined as seniority date continuous full-time employment with the City beginning with initial date of full-time employment, less any unpaid leave and is used for all wage and fringe benefit calculations) for the following reasons and reasonable periods of time:

- 1) Service in any public elected position, except Troy Municipal, for a period not to exceed two (2) years.
- 2) Medical Leave and Illness (physical or mental) Not to exceed eighteen (18) thirteen (13) months with medical certification to the City, unless retired for permanent disability.
- 3) Personal Leave: Up to thirty (30) days; such leave will not be granted for obtaining other employment. Up to six (6) months for maternity as long as such leave occurs in conjunction with childbirth.
- 4) Educational Leave: Up to six (6) months no more than one such leave will be granted every two (2) years.

Employees must exhaust all available leave time before transitioning to unpaid leave. The periods of time indicated above would begin when the employee is absent from work (and using available leave time); after all available leave time is exhausted, the employee would transition to unpaid leave.

Nothing herein shall be interpreted in conflict with the provisions of the Family Medical Leave Act (FMLA). (Reference Administrative Memorandum 1-P-77 Family and Medical Leave Policy.)

FOR THE UNION:	FOR THE CITY:
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Date: 1/22.25	Date: 7/22/25

## ARTICLE 32 - Military Leave

- A) Any employee who leaves the City's service for compulsory military duty shall be placed on military leave without pay. Such leave to extend through a date of ninety (90) days after their release from the military service. An employee returning from military leave shall be entitled to restoration to their former position, provided they make application within ninety (90) days after their release from duty under conditions other than dishonorable and is physically and mentally capable of performing the duties of the position involved. An employee who leaves on Military Leave shall be paid for any accrued vacation time due to them at the time they leave. An employee returning from Military Leave shall have unused sick leave credits restored to them.
- B) The Selective Service Act, as presently existing or as it may be amended from time to time, shall govern the re-employment rights of returning servicemen.
- C) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted one unpaid leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this agreement. Such leave must be applied for within one (1) year of reinstatement.
- D) Employees who are in some branch of Armed Forces Reserve or the National Guard will, after completion of their active duty requirement and during their initial enlistment period, be paid the difference between their reserve pay and their regular pay with the City provided proof of service and pay is submitted:
  - 1) When they are on full-time active duty with Reserves or National Guard, not to exceed two weeks in any one year, and
  - 2) When they are activated for a domestic emergency, not to exceed two weeks in any one year.
- E) Employees called involuntarily to active duty as a reservist of the Armed Forces shall, in addition to what is required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), be provided leave with pay and benefits as described in the Letter of Understanding dated February 21, 2002. Administrative Memo 1-P-87 Military Leave Policy.

FOR THE UNION:	FOR THE CITY:
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Date: 6-2-25	Date: 6 3 4 5 5

# ARTICLE 34. Leave for Union Business

#### Add:

C. Upon request, and as scheduled with relevant supervisors, a designated union official may meet privately with each new employee for up to ½ hour within the first two (2) weeks of the new employee's employment.

FOR THE UNION:	FOR THE CITY:
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Date: 5-16-25	Date: 5/16 (25

# ARTICLE 35 - Sick Leave and Personal Business Leave

# Sick Leave

- A) Seniority employees are allowed one (1) day sick leave credit for each month in service, beginning with the first full calendar month of service. No sick leave will be granted before it has been earned. Unused sick leave credits may accumulate to the total of thirty-six (36) days.
- B) On or before the twentieth of December of each year, an employee will be paid a day's pay for each sick leave day accumulated in excess of thirty-six (36) days as of the last pay period in October of that year, and the balance shall be reduced to a maximum of thirty-six (36) days.
- C) Upon retirement or upon the death of an employee, unused sick leave credit will be paid to the employee or their beneficiary up to a maximum of thirty-six (36) days. For the purpose of this section, the term "retirement" shall exclude deferred retirement. Employees being laid off will receive full pay for all of their unused sick leave on the books as of the layoff.
- D) Employees who, because of illness or injury, are off of work for three (3) consecutive days may be required to submit a physician's certificate indicating that they are capable of returning to work and performing their job prior to being allowed to return to work.
- E) Employees who, within a twelve (12) month period, use an excess of six (6) sick days may be required to submit a physician's certificate or other applicable documentation in order to receive sick leave pay for any day beyond the six days used. Sick days used for which a physician's certificate or other applicable documentation has been received shall not be counted as part of the first six (6) sick leave days used.
- FE) The City shall have the right to send an employee to the clinic before permitting their return to work. If the clinic agrees that the employee is able to return to work, the time spent leaving the worksite, going to clinic, and returning to the worksite during the employee's regular work schedule will be considered working time. If the clinic determines that the employee is not able to return to work, such time spent going to the clinic will be on the employee's own time.
- GH) Employees may use sick leave consistent with the Paid Medical Leave Act of 2018: for the employee's own health condition (including physical, mental and preventative care); the health condition (including physical, mental and preventative care) of a family member including child, parent, spouse, grandchild, grandparent, or sibling; time off due to domestic violence or sexual assault, including for medical or counseling services, relocation, or

legal services or proceedings (employee or employee's family member as defined herein); the closure of the employee's workplace due to a public health emergency, or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease. Michigan Earned Sick Time Act:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- 2. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.
- 3. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- 4. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- 5. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- 6. For the purpose of sick leave use as referenced in this article, "family member" includes all of the following:

- a. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- b. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- c. A person to whom the employee is legally married under the laws of any state or a domestic partner.
- d. A grandparent.
- e. A grandchild.
- f. A biological, foster, or adopted sibling.
- g. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- 7. If the need for sick leave is foreseeable, employees must provide seven days' notice of the intention to use sick leave; approval of foreseeable sick leave use without seven days' notice may be at the discretion of the supervisor.

If the need for sick time is not foreseeable, employees must notify their supervisor as soon as practicable using their department and division's notification procedures.

Unauthorized or improper use of sick leave shall be cause for disciplinary action.

H) Physician shall be defined as a person duly authorized and licensed by the State in which treatment is provided to treat diseases and injuries and to practice medicine.

FOR THE UNION:	FOR THE CITY:
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Date: 6-31-21	Date: 6/30/25

# ARTICLE 36 - Funeral Leave Bereavement Leave

Employees shall be allowed up to five (5), eight-hour working days or four (4), tenhour working days if on a four-day work week, as **bereavement leave** funeral leave days for a death in the immediate family for attending to funeral arrangements and attending the funeral. The immediate family will consist of husband, wife, son or daughter, mother or father, brother or sister, grandchild or grandparent, stepchild or stepparent of the employee or spouse or other individual for whom the employee or spouse is legal guardian.

If another employee group receives funeral or bereavement time for the following family members during the period of this agreement, AFSCME members will receive the same benefit: aunt, uncle, niece or nephew.

If a death occurs of one of these family members while the employee is on vacation, the employee may submit a written request to the City that their status be changed from vacation to funeral leave.

Bereavement time must be taken within 12 months of the death and must be taken in full-day increments.

FOR THE UNION:	FOR THE CITY:
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Date: 6-2-25	Date: 6/2/25

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# Tentative Agreement City of Troy and AFSCME June 30, 2025

# ARTICLE 38 - Holidays

- A) The paid holidays are as follows:
  - 1) New Year's Day
  - 2) Martin Luther King, Jr. Day
  - 23) Good Friday
  - 34) Memorial Day
  - 45) Fourth of July
  - 56) Labor Day
  - 67) Thanksgiving Day
  - **78**) Friday after Thanksgiving Day
  - 89) Day before Christmas
  - 910) Christmas Day
  - 1011) Day before New Year's and three (3) floating holidays.

Employees who don't work on a holiday designated above will be paid their current rate based on a regular eight (8) hour day for said holiday.

- B) Should a designated holiday fall on Sunday, Monday shall be considered as the designated holiday. Should a designated holiday fall on Saturday, Friday shall be considered the designated holiday.
  - 1) When working a four (4) day, ten (10) hour shift, the following schedule will apply:

Should a designated holiday fall on the employee's 5th day, the employee's 4th day shall be considered as the designated holiday. Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday. Should the designated holiday fall on the employee's 6th day, the employee may request to opt for the 4th or the 1st day of their shift to be the designated holiday. Such request must be made no later than three (3) days in advance and secure the approval of the Division Head. The Division Head will answer the request within three (3) days.

2) When working a five (5) day, eight (8) hour shift other than Monday through Friday, the following schedule will apply:

Should a designated holiday fall on the employee's 6th day, the employee's 5th day shall be considered as the designated holiday. Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday.

C) In order to receive pay for the designated holiday and/or holiday, an employee must not have been absent without leave on either the work day before or after the holiday. Holiday credits are not granted employees on unpaid leaves of absence.

- D) To use the floating holidays, the employee shall give three (3) days prior notice. No more than one third of any Division shall use the floating holidays on the same days. In case of conflict, seniority shall govern the choice of employees to receive the days off.
- E) If an employee assigned to the weekend shift requests to use available leave time to take the day off on Easter Sunday, it will not be denied. Such request must be submitted at least three (3) work days in advance

FOR THE UNION:

Date: 1-24-25

FOR THE CITY:

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#### ARTICLE 39 - Vacation Leave

- A) Employees shall accrue vacation leave in accordance with the following schedule:
  - 1) Start through 4th anniversary date:
    5/6 day vacation credit for each month worked (10 days)
  - 2) 4th through 10th anniversary date:
    11/4 days vacation credit for each month worked (15 days)
  - 3) 10th through 18th anniversary date:
    1 2/3 days vacation credit for each month worked (20 days)
  - 4) After 18th anniversary date:
    2 1/12 days vacation credit for each month worked (25 days)

#### Beginning January 1, 2022, the accrual shall be:

- 1) For all months worked in the previous calendar year prior to the third service date with the City, an employee shall accumulate vacation leave at the rate of 6 2/3 hours for each month worked. (2 weeks)
- 2) For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City, an employee shall accumulate vacation leave at the rate of 10 hours for each month worked. (3 weeks)
- 3) For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth service date with the City, an employee shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked. (4 weeks)
- 4) For all months worked in the previous calendar year beyond the thirteenth and prior to the eighteenth service date with the City service date with the City, an employee shall accumulate vacation leave at the rate of 15 hours for each month worked. (4 ½ weeks)
- 5) For all months worked in the previous calendar year beyond the eighteenth service date with the City, an employee shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked. (5 weeks)

Any fractional part of a day shall be rounded off to the nearest whole day. For the purposes of this section, an employee must have been paid ten (10) days within a month to accrue vacation leave. Effective January 1, 2022, for purposes of this section, "months worked" shall mean any calendar month where an employee is on the payroll for a minimum of twenty (20) days, including time worked and any payable leave time.

New employees who start January 1 – June 30 will receive an advance of 2 weeks (80 hours) of vacation available the first year of employment, employees hired after July 1 will receive 1 week (40 hours) of vacation available the first year of employment. In the second year of employment, employees will receive 2 weeks (80 hours) of vacation leave. Accrual in the second third year of employment will be according to the regular vacation accrual schedule above.

- B) An employee's request for vacation shall be submitted to their Division Head no later than April 1st of each year. In cases where there are conflicts between vacation time and where the number of employees requesting to be off exceeds the number allowable in that department, vacation choice shall be by seniority among the employees involved. Employees with vacation leave credited who do not schedule their vacation prior to April 1st may select available vacation periods without seniority preference. It shall be at the discretion of the Division Head to determine how many employees may be gone at any one time on vacation.
- C) Vacation leave will not be charged for a holiday when that holiday falls within an employee's scheduled vacation.
- D) Vacation leave may be taken for periods of less than one week with the prior approval of the Division Head. Once floating holidays have been taken, vacation time of less than one week may be approved up to a total of five occurrences. Additional occurrences may be taken upon approval of the Division Head on an individual case basis. Vacation approval of less than one week shall not be unreasonably denied.
- E) In January of each year, up to 80 hours of their previous year's unused vacation leave may, at the employee's option, be paid to the employee at their current hourly rate. All other vacation leave must be taken in the calendar year following the year in which it was earned, unless advance a written request is submitted to the employee's department head by November 1 approval for carry-over is obtained from the City Manager Department Head and received.
- F) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day (eight hours) while on vacation and will receive credit for any benefits provided for in this Agreement.
- G) Employees shall be entitled to receive pay for accumulated vacation leave credit, including that accumulated in the current year, upon termination of employment unless one or more of the following applies:
  - 1) An employee fails to give at least ten (10) working days notice in advance of their termination date, except for the death of the employee.
  - 2) A probationary employee leaves the City prior to the completion of probationary period.
- H) For vacation request submitted after April 1, the employee shall give three (3) days prior notice. Requests of less than three (3) days notice may be approved at the supervisor's discretion. Notice of approval or denial of requests for vacation leave will be provided within ten (10) working days of the date the request is submitted, or prior to the start of the vacation.

FOR THE UNION:

Shelm' Bully

Date: 122/25

Date: 122/25



# ARTICLE 40 - Job Incurred Injury Workers' Compensation

This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing their regular duties to make payments which are supplemental to Workers' Compensation benefits. The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee: (1) treating with the City designated clinic for the initial treatment and up to the following twenty eight (28) days after the initial treatment, pursuant to the current Michigan Workers' Compensation law (if the Michigan Workers' Compensation law changes, the period will mirror the law), (2) providing periodic updates or reports from the employee's physician if requested by the City, and (3) consent to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this article.

- A) Any employee who receives a disability in the performance of their work may draw upon any of their leave until Workers' Compensation insurance starts. After Workers' Compensation starts, the City shall supplement the compensation benefits up to the employee's normal salary without loss of any leave. If compensation continues so that the first three (3) days are picked up, the City shall credit the employee with up to five (5) days used. The City's contribution shall continue for a maximum of thirty (30) days, at which time the Short-Term Disability Insurance shall become effective.
- B) The City shall pay 80% of the employee's daily rate (excluding overtime and shift premium) for each day during the first week of job incurred disability which is not covered by Workers' Compensation benefits. An employee shall be limited to a total of forty (40) hours per calendar year under this section. Any disability claims in excess of the forty (40) hour limit shall be covered by Section A.

The City will provide benefits pursuant to the current Michigan Workers' Compensation law for an employee who suffers an accidental injury or a disabling occupational disease arising out of and in the course of employment with the City. If the Michigan Workers' Compensation law changes, the policy will mirror the changes.

- A) The parties to this Agreement understand that Workers' Compensation benefits are paid in accordance with applicable Workers' Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee based upon the following. The employee must:
  - Be full-time in order to receive supplemental benefits;
  - Immediately, upon reasonable knowledge of the injury, report the injury to their immediate supervisor;
  - Complete an incident report on the injury and cause of the injury;

 Obtain treatment with the City-designated clinic for the initial treatment and up to the following twenty-eight (28) days after the initial treatment;

- Provide periodic updates from the employee's physician if requested by the City;
- Perform in a light duty status, consistent with the recommendation of the attending physician, if desired and directed by the City;
- Consent to an independent medical examination as necessitated by the applicable Workers' Compensation laws and insurance carrier.

It is further understood that the denial of supplemental benefits, benefits under another Article, and/or other benefit plans does not affect the receipt of Workers' Compensation benefits.

B) In accordance with Workers' Compensation law, there is a 7-day waiting period for wage loss benefit payments from the Workers' Compensation insurance carrier. If the disability lasts beyond one week (seven (7) consecutive, calendar days), the worker is entitled to benefits as of the eighth (8th) day after the injury. If a disability continues for two weeks (fourteen (14) consecutive, calendar days) or longer, then the worker is entitled to be paid compensation for the first (1st) week of disability from the date of disablement. Paid medical leave may apply during the 7-day waiting period. There is no waiting period for medical benefits; coverage begins at the time of the injury.

If a work-related disability occurs but wage loss is not reached (beyond seven (7) consecutive, calendar days), the employee shall utilize any of their available paid leave time.

If a work-related disability occurs and wage loss is reached but the claim ends before the fourteenth (14th) consecutive, calendar day, an employee shall receive, if otherwise eligible, Workers' Compensation as provided by law and the City shall supplement the compensation benefits up to the employee's regular, base wage without loss of any leave for up to a maximum of five (5) days. An employee shall be limited to a total of five (5) days per calendar year under this language. Outside of this first event, the employee shall utilize any of their available paid leave time for the first seven (7) consecutive, calendar days.

If a work-related disability occurs, wage loss is reached, and the claim continues for fourteen (14) consecutive, calendar days or more, an employee shall receive, if otherwise eligible, Workers' Compensation as provided by law and a benefit equal to the difference between such Workers' Compensation benefit and approximately eighty percent (80%) of the employee's base wage. In order to be eligible for such benefit, an employee must supplement such benefits by using up to a maximum of four (4) hours per pay period of paid leave time.

C) If the employee receives Workers' Compensation benefits attributable back to their first (1st) week of disability, the employee shall pay such amount back

to the City and the City will credit such employee with up to five (5) leave days if paid leave time was utilized.

If the employee is unable to return to work after 52 weeks, the employee, if otherwise eligible, shall receive Workers' Compensation benefits as provided by law, and a benefit equal to the difference between such Workers' Compensation benefit and approximately seventy percent (70%) of the employee's base wage, until the employee either dies, returns to work, and/or is no longer eligible for Workers' Compensation. In order to be eligible for such benefit, an employee must supplement such benefits by using up to a maximum of four (4) hours per pay period of paid leave time.

D) The employee agrees to refund any overpayments to the City.

FOR THE UNION:	FOR THE CITY:
- Jiffee	Jeanette Memo
Mehr Bruh	0
Date: 7-22-25	Date: 7/22-/25

# ARTICLE 41 - Disability Insurance

- A) The City will provide short-term disability insurance for all employees. Said insurance will provide approximately sixty (60) percent of an employee's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks. If available, a charge of up to eight (8) hours per pay period of the employee's accrued leave time shall supplement the insurance payment. If leave time is used to supplement this insurance, a supplement from the City will provide an approximate additional 10% of the employee's gross salary.
- B) Long-term disability insurance will be provided by the City for all employees with three or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. Said insurance shall provide approximately fifty (50) percent of gross salary beginning 12 months after an extended absence due to sickness or accident. If available, a charge of up to eight (8) hours per pay period of the employee's accrued leave time shall supplement the insurance payment. If leave time is used to supplement this insurance, a supplement from the City will provide an approximate additional 10% of the employee's gross salary.

Employees who are absent from work for reasons of non-duty disability shall continue to accrue benefits pursuant to rules governing leave accrual during the first full two (2) years of their disability (one year of short-term disability and one year of long-term disability). During the second year of the long-term non-duty disability, sick leave only shall accrue (no accrual of vacation, personal business or personal holiday). Hospitalization insurance shall be continued during the first full two (2) years of their disability (one year of short-term and one year of long-term disability). After two years of long-term non-duty disability, employees shall not accrue additional leave time.

Re-order these sentences: After two years of long-term non-duty disability, employees shall not accrue additional any leave time. Hospitalization insurance shall be continued during the first full two (2) years of their long-term disability, after two (2) years of long-term disability, hospitalization insurance shall end.

The Disability insurance shall continue until the employee's death, retirement, or return to work. However, in the case of non-duty disability, such coverage shall not exceed a period five (5) years.

C) Coverage shall be adjusted every six (6) months and shall be based on full \$500 units of base pay.

FOR THE CITY:

Shelp Buly

Date: 1/22/25

# ARTICLE 42 - Life Insurance

The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary, with a minimum policy of \$14,000. This insurance shall be term insurance with the employee contributing ten (10) cents for each \$1,000 of insurance perpay period. Each employee shall have a policy issued to them. This policy shall provide double indemnity for accidental death. A certificate of coverage will be issued for each employee.

Applicable payroll tax deductions will be made per IRS regulations.

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FOR THE CITY:

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# Tentative Agreement City of Troy and AFSCME July 22, 2025

# ARTICLE 43 - Health Insurance

- A) The Employer will provide the following hospitalization and medical insurance for those employees (including legal spouse and dependent children) who elect to be covered:
  - 1) Blue Cross Community Blue PPO Plan 1 Modified, including the following:
    - a) \$10/\$40 prescription drug rider with mandatory generic, prior authorization, step therapy, and 2x mail order prescription drugs (MOPD).
    - b) \$30 office visit co-pay
    - c) \$50 emergency room co-pay (waived if admitted)
    - d) \$30 chiropractic office visit co-pay
    - e) \$250/\$500 basic deductible
  - 2) Vision care every 12 months
  - 3) An employee who elects to be covered by medical insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction.
  - 4) The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union in a special conference.
- B) The Employer will provide a standard dental program for the employee and family, including:
  - 1) Class I benefits with a 10% employee co-payment of claims and Class II benefits with a 10% employee co-payment of claims.
  - 2) Said coverage for Class I and Class II shall be 10% employee co-payment of claims up to a maximum coverage of \$1,000 per year.
  - 3) The City will provide orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19.
  - 4) Effective January 1, 2022 (tentatively) an An employee who elects to be covered by dental insurance shall contribute 5.0% of the total premium cost by means of a pretax payroll deduction.
  - The City has the right to provide the above-mentioned coverage through a selffunded program.
- C) Effective January 1, 2022 (tentatively), employees will have the opportunity to An employee may select an enhanced dental program, and if selected, shall contribute 5.0% of the total premium cost of the enhanced plan by means of pretax payroll deduction.
- D) All employees shall receive insurance policies explaining coverages for all insurance coverage they receive.

- E) Employees who choose not to subscribe to medical insurance will receive \$200 per month. Employees who choose not to subscribe to dental insurance will receive \$25 per month.
- F) Duplication of City of Troy health insurance benefits is not allowed; if two City of Troy employees are married to each other and both are eligible to enroll in City of Troy health insurance, one of the spouses must opt out of the medical and dental insurance. The spouse who chooses to opt out of employer provided health insurance is not eligible for the cash-in-lieu payment. If an employee and their dependent are both eligible to enroll in City of Troy health insurance, the dependent must enroll in their own plan.

FOR THE UNION:	FOR THE CITY:
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Diget	
Date:	Date: 1/22/25

# ARTICLE 44 - Uniforms

- A) The City will furnish to each employee five (5) uniform changes per week and protective clothing as necessary. The City will also make available, as necessary, gloves and boots for the benefit of employees. During summer months, the City shall provide short sleeved or "T" shirts. It is understood between the parties to this Agreement that the City's responsibility under this section is to provide the uniforms and equipment as specified in this section, and the employee's responsibility is to wear said uniforms and utilize such equipment as provided. The employee is also responsible to return said uniforms and equipment Failure to do so will subject the employee to having the cost of such equipment and/or uniforms deducted from their payroll check.
- B) Each fiscal year each employee who is actively working shall be allotted a clothing allowance of **four hundred fifty dollars (\$450)** three hundred fifty dollars (\$350). Said allowance shall be spent on the City account at designated vendors. The City shall provide a list of at least four vendors.
  - Each employee may use money credited to their account as provided above to purchase work-related personal safety items, cold weather gear, clothing, related equipment and/or work boots to be used at work, subject to management approval. Examples of approved items: Outwear, cold weather gear (jackets, coats, vests, bibs, high visibility jackets and hoodies, long johns/thermals, hats (winter, knit, hard, baseball), work boots (hard-toe, slush, 5 buckle and 2 buckle rubber), belts, winter gloves, shirts (must have City of Troy logo), or shorts. Examples of unapproved items: Camouflage items, repairs to boots, shoes or garments, boot repair kits or equipment, sunscreen, tinted or clear safety glasses, jeans or other pants, socks, underwear (except thermal or long johns). An employee may request approval for special items which may seem to be prohibited, or have a unique job-related reason, from the Public Works Director. It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year.
- C) Those employees whom the City determines shall not wear uniforms while performing their regular duties shall be paid a monthly allowance equal to the cost of supplying uniforms.

# ARTICLE 45 - Longevity

All covered employees hired prior to July 1, 1993 shall receive longevity payments on or before December 20th of each year based on years of continuous City service as of November 30 of the payment year. Employees with 20 or more years of service receive \$2,240.

Renumber remaining Articles

FOR THE UNION:	FOR THE CITY:
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Date:	Date: 7/22/25

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# **Tentative Agreement** City of Troy and AFSCME July 22, 2025

# ARTICLE 46 - Retirement

The Employee's Retirement System Pension Program shall be continued. The City shall furnish each employee a complete copy of the retirement system pension plan and any changes from time to time to the Union and employees.

- A) Defined Benefit Plan: Employees hired before 7/1/98 may participate in the Defined Benefit (DB) plan as explained in Chapter 10 of the Troy City Code which includes the following elements:
  - 1) The employee's contribution will be 1.5% of gross pay
  - 2) Eligibility for normal retirement shall be age 50 with 27 years of service, age 55 with 25 years of service or age 60 with 10 years of service.
  - 3) Subject to the employee's meeting the requirements of years of service currently provided in Chapter 10 of the City Code, entitled Employees Retirement System, the pension computation factor for employees retiring after 2/16/1998 shall be 2.5% from ages 50-62, and 2.25% for retirement at age 62 and older. Lump sum payments for unused sick leave, provided under Article 35.D, and for accumulated vacation leave credits, as provided in Article 39.G. shall be excluded from the computation of Final Average Compensation (FAC) for all employees.
  - 4) Final average compensation shall be based upon the best 3 of the last 10 years of credited service.
  - 5) Members of this Union shall, upon retirement, be offered the opportunity to select a "pop-up provision" which will allow the employee who selects either Option A or Option B, as provided in Section 6.3 of Chapter 10, to return to the straight life pension amount in the event that the employee's designated beneficiary predeceases the employee. The cost of the pop-up provision will be borne by the employee.
- BA) Defined Contribution Plan: Employees hired on or after 7/1/98 shall participate in the Defined Contribution (DC) Pension program. The DC plan is elective for employees hired before 7/1/98. (Employees hired between 2/16/98 and 7/1/98 may elect either the DC plan, or Defined Benefit Plan; if they elect the DC plan, contribution rates are the same as for "new employees" as noted below.)

Employer - 11%

Contribution rates: 1)

,	For current employee	Employee -	4%
		<u>Employer</u>	12%
	For employees hired after 7/1/98: before 11/17/03	Employee -	5% 11%



For employees hired after 11/17/03: Employee - 5% 11/17/03 - 6/30/13

Employer - 10%

For employees hired after 7/1/13:

Employee - 5% Employer - 8%

2) Vesting Schedule for Employer Contributions: Employees hired after 7/1/98 shall be 50% vested in three years, 75% vested at four years and 100% vested at five years. Employees hired before 7/1/98 electing to convert to the DC plan shall be immediately vested.

Conversion: Employees hired before 7/1/98 will be given a window period from the date of ratification of the Agreement by both parties until 6/30/98, during which they may opt out of the DB plan and elect participation in the DC plan. The employer may, at its discretion, choose to open a window period again at a later date. Once an employee elects to participate in the DC plan. the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.

- 4) Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in Chapter 10 of the Troy City Code the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-Defined contributions shall include all related separation from service. contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving worker's compensation the City shall contribute the employer rate as contained in subsection 1 above of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefit.
- 5) Participants in the defined contribution plan shall also be covered in the event of death including non-duty death with a benefit equivalent to the defined benefit plan as set forth in Chapter 10 of the Troy City Code the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the worker's compensation act. if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement, determined as of the effective date of the employee's death.
- C)—The City and employees of this bargaining unit shall continue to participate in the Social Security Act (FICA). (RELOCATE this sentence to before A in this section)

#### B. Health Care in Retirement:

AD) 1) For employees hired prior to July 1, 2006: Upon regular retirement, early retirement, or disability retirement, the City pays 4% of the monthly cost of health care for two-person coverage for retiree and spouse (or dependent child) at the time of retirement for each year of credited retirement service, or \$400 per month, whichever is greater.

(Note: Employees who participate in the Defined Contribution pension plan must still meet the age and service requirement specified in the retirement ordinance in order to be eligible for paid retiree health insurance.)

A retiree may pay, at their own option and expense, the difference between a two-person and family rate.

Retirees (and covered spouses) with City of Troy retiree medical insurance shall each enroll in Medicare Part A and B when eligible, at the retiree's expense, and must notify the employer that they enrolled. Upon enrollment in Medicare A and B the employer's insurance shall become supplemental to Medicare.

In the event that dental insurance is provided to future retirees of other non-Act 312-eligible employee groups, it will also be provided to future eligible retirees of this employee group.

- B) 2. Employees hired on or after July 1, 2006 shall participate in the Retirement Health Savings (RHS) plan to fund for the cost of health care in retirement.
  - 1. a)—Contribution rates:

Employee - 2%

Employer - 4%

In the event the Employer contribution changes for the Classified and Exempt employee groups, the same change shall be applied at the same point in time for members for this bargaining unit.

2. b) Vesting Schedule for Employer Contributions: Employees shall be 50% vested in three years, 75% vested at four years and 100% vested at five years.

FOR THE UNION:

Date:

FOR THE CITY:

# ARTICLE 47 - Shift/Schedule Differential

- A) A shift differential of two dollars and fifty cents (2.50) fifty (50) cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to the second shift, Monday through Friday.
- B) A shift differential of fifty-five (55) cents per hour will be paid in addition to the regular rate for all hours worked to employees who are regularly assigned to the third shift, Monday through Friday.
- C) A schedule differential of sixty (60) cents per hour in addition to the regular rate will be paid for all hours worked to employees who are regularly assigned to a work schedule other than Monday through Friday.
- D) Such differential shall not be paid to employees working overtime from one shift or schedule into another, e.g. from the first shift into the second.

Mela Broke	FOR THE CITY:  Slawtte Meng
Date:	Date: 7/22/25



# ARTICLE 48 - Pay Plan

- A) The pay plan and rates for bargaining unit classifications are set forth in Appendix A, attached to this Agreement.
- B) Advancement to the maximum of a classification is based on service and performance. In the event of dispute that an employee has not been properly considered, the employee may file a grievance stating the reasons why the employee feels aggrieved, which shall be processed through the grievance procedure.
- C) Method of Payment employees will be paid by direct deposit every two (2) weeks (bi-weekly).
- D)—Employees promoted from within the bargaining unit to another classification within the bargaining unit shall start at Step 1 or the step in their new classification where they will receive the next higher rate above their present pay. Employees so placed shall move to the next step within ninety (90) days, providing the employee passes the probationary trial period. RELOCATE information from this paragraph to Article 23 Promotions
- E) Effective January 8, 2021 with the implementation of the revised classification and pay plan, pay step advancement in initial classification will be based on original hire date (progression to Step 2 occurs one year from hire date, progression to Step 3 occurs two years from hire date, etc.). When an employee promotes to a higher classification pay grade the employee will now progress through the steps based on date of promotion to that classification (progression to the next step will be one year from date of promotion, and continue until the employee reaches Step 4). RELOCATE information from this paragraph to Article 23 Promotions

# ARTICLE 23 - Promotions

- A) In the promotion of employees governed by this Agreement to classifications within the bargaining unit, seniority and qualifications will govern.
- B) Qualifications shall be determined by the Employer and will be applied in a fair and equitable manner to all applicants.
  - 1) A standard test process may include but not be limited to written, interview, practical, or combination thereof for each classification, and test questions shall pertain only to duties and responsibilities of that classification. Passing grade shall be told to employee prior to the test.
- C) Upon promotion, the employee will be placed at the lowest pay step in the new classification's paygrade which represents an increase over their regular pay step. Employees so placed shall move to the next step within ninety (90) days, providing the employee passes the probationary trial period. Thereafter, the employee will progress through the steps based on their date

of promotion to that classification (progression to the next step will be one year from date of promotion, and continue until the employee reaches Step 4).

FOR THE UNION:	FOR THE CITY:
Yolh Bury	Saulte Meug
Diffe	0
Date:	Date: 7/22/25

# ARTICLE 49 - Back Pay

- A) If the employee fails to receive the correct pay for their specified job classification, and written notice of their claim is filed within fifteen (15) working days of occurrence, or longer if special circumstances are shown to exist, the Employer will reimburse them for the earnings the employee lost through failure to give them the proper pay for their job classification. In such cases, the approximate difference of monies between the amount the employee received and the amount the employee should have received shall be paid to them as soon as possible by separate check if the difference exceeds eight (8) hours of regular pay for time worked. The balance of monies due will be paid on the next regular pay day on the regular pay schedule.
- B) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate, less any compensation earned during the period in question. Any claim on the part of the employee against the Employer shall be limited to a claim for back wages.

FOR THE UNION:	FOR THE CITY:
Melin Bull	Santu Meing
1s: you	0
Date: 1-22-25	Date: 7/22/25

Article 54 - Effective Date

Remove this Article - addressed in Article 1

Renumber remaining articles

FOR THE UNION:

Date:

FOR THE CITY:

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Date: 7/22/25

Three-year contract

<u>Wages</u>	F 00/	<b>A</b> 4000 : : 1
Upon ratification 7/1/2026	5.0% 5.0%	\$1000 signing bonus
7/1/2027	4.0%	\$1000 lump sum
Clothing provision	increase	es to \$450/fiscal year; changes upon ratification.
Afternoon shift diff	ferential	increases to \$2.50/hr.
Certification bonus and Light Duty Me		Master Certifications for Heavy Mechanic increases to \$4.00 2.00/hr.
Status quo on Jun	eteenth	and longevity.
FOR THE UNION:		FOR THE CITY:
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Thors		
Date: 6-30-25		Date: 6/36/25

The City and the Union agree that if any non-Act 312/Act 78 bargaining unit negotiates a change to the following provision(s), during the term of the AFSCME 2025-2028 agreement, the AFSCME agreement can be re-opened on that provision:

Holidays

Medical or Dental Insurance (including plan design and employee cost)

FOR THE UNION:

Data: 122.

FOR THE CITY:

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9-22-25

# Tentative Agreement City of Troy and AFSCME July 22, 2025

#### APPENDIX A

Effective July 1, 2021 – January 7, 2022						
	Start	<b>Probation</b>	1 Year	2 Years	3 Years	
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	
MSE-A	23.04	<del>26.77</del>	27.27	27.42	27.56	
MSE-B	23.34	27.20	27.42	27.69	27.99	
MSE-C	23.59	<del>27.21</del>	27.56	27.84	28.09	
MSE-D	<del>24.02</del>	<del>27.84</del>	28.19	28.35	28.47	
MSE-E	<del>24.65</del>	28.59	28.93	<del>29.19</del>	29.41	
MSE-F	24.86	28.79	29.02	<del>29.19</del>	<del>29.41</del>	
MSE-G	25.67	29.99	30.15	30.25	30.36	
MSE-H	25.67	29.99	30.15	30.25	30.36	

# Effective January 8, 2022

Pay Grade	Classification
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Grade 1 Automotive Apprentice

Custodian

Survey Apprentice

Grade 2 Laborer

Grade 3 Instrument & Surveyor Technician

Maintenance Technician (Fleet Maintenance)

Maintenance Technician (Golf) Maintenance Technician (Parks)

Utilities Meter Technician

Grade 4 Field Inspector

Heavy Equipment Operator

Irrigation & Equipment Technician

Light Duty Mechanic

Signs & Markings Technician

Survey Technician Urban Forester

Grade 5 Crew Leader

Heavy Duty Mechanic

Surveyor



Certification Incentive Program

Classification	Certification	Hourly Bonus
Grade 1	Gertinication	DUHUS
Automotive Apprentice	State of Michigan Trainee Permit	\$0.25
Grade 2		
Laborer - Parks	Certified Playground Safety Inspector	\$0.75
Edborer Farito	IMSA Work Zone Temporary Traffic	<del>\$0.75</del>
	Control Technician Certification	<del>\$0.25</del>
Laborer - Streets	Asphalt Certification	\$0.25
	Concrete Certification	\$0.25
	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
Laborer - Water	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
	Limited Water Treatment D-4	\$0.25
	Water Distribution S-4	<del>\$0.25</del>
Grade 3		
Maintenance Technician - Fleet	ASE Technician Certification - Master	
	Auto Technician	\$0.75
Maintenance Technician - Parks	Certified Playground Safety Inspector	\$0.75
	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
Utilities Meter Technician	Limited Water Treatment D-4	\$0.25
	Water Distribution S-4	<del>\$0.25</del>
Instrument & Surveyor Technician	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	<del>\$0.25</del>
	NSPS Certified Survey Technician	<del>\$0.75</del>
Grade 4		
Field Inspector	Asphalt Certification	\$0.25
	Concrete Certification	<del>\$0.25</del>
	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
	Soil Erosion	\$0.25
Heavy Equipment Operator - Streets	Asphalt Certification	\$0.25
	Concrete Certification	



-	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
		40.20
Heavy Equipment Operator - Water	IMSA Work Zone Temporary Traffic	
and the same of th	Control Technician Certification	\$0.25
	Limited Water Treatment D-4	\$0.25
	Water Distribution S-2	\$0.50
		Ψ0.00
Irrigation & Equipment Technician	IMSA Work Zone Temporary Traffic	
3	Control Technician Certification	\$0.25
Light Duty Mechanic	ASE Technician Certification - Master	
,	Auto Technician	\$0.75
	Law Enforcement Vehicle Technician	\$0.25
Signs & Markings Technician	IMSA Signs and Pavement Markings	
	Technician Level II	\$0.75
Survey Technician	IMSA Work Zone Temporary Traffic	
•	Control Technician Certification	\$0.25
Urban Forester	International Society of Arboriculture -	
4	Certified Municipal Arborist	\$0.75
Grade 5		
Crew Leader Engineering	Asphalt Certification	\$0.25
	Concrete Certification	\$0.25
	IMSA Work Zone Temporary Traffic	4.7
	Control Technician Certification	\$0.25
	Soil Erosion	<del>\$0.25</del>
0 1 1 5 1	1000 100 1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
L'reW Leader - Parks		
Crew Leader Parks	IMSA Work Zone Temporary Traffic	00.05
Olow Leader - Faires	Control Technician Certification	<del>\$0.25</del>
	Control Technician Certification	
Crew Leader - Streets	Control Technician Certification  Asphalt Certification	\$0.25
	Control Technician Certification  Asphalt Certification  Concrete Certification	
	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic	\$0.25 \$0.25
	Control Technician Certification  Asphalt Certification  Concrete Certification	\$0.25
Crew Leader - Streets	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25 \$0.25
	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic	\$0.25 \$0.25 \$0.25
Crew Leader - Streets	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25 \$0.25 \$0.25 \$0.25
Crew Leader - Streets	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  Limited Water Treatment D-4	\$0.25 \$0.25 \$0.25 \$0.25 \$0.25
Crew Leader - Streets	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25 \$0.25 \$0.25 \$0.25
Crew Leader - Streets	Asphalt Certification  Concrete Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic Control Technician Certification  Limited Water Treatment D-4	\$0.25 \$0.25 \$0.25 \$0.25 \$0.25



	Master Emergency Vehicle Technician	
	Certification	\$0.75
Surveyor	IMSA Work Zone Temporary Traffic	
	Control Technician Certification	\$0.25
-	NSPS Certified Survey Technician	\$0.75
No certification bonuses:		
Custodian		
Survey Apprentice		
Maintenance Technician - Golf		

# Replace with the latest version (May 25, 2024) plus changes as noted in red:

Classification	Certification	Hourly Bonus
Grade 1		
Automotive Apprentice	State of Michigan Trainee Permit	\$0.25
Grade 2		
Laborer - Parks	Certified Playground Safety Inspector	\$0.75
	IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25
Laborer - Streets	Asphalt Certification	\$0.25
	Concrete Certification	\$0.25
	IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25
Laborer - Water	IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25
	Limited Water Treatment D-4	\$0.25
	Water Distribution	\$0.25 - \$0.75
	(S-4 or S-3 = \$.25, S-2 = \$.50, S-1 = \$.75)	
Grade 3		
Maintenance Technician - Fleet	ASE Technician Certification - Master Auto Technician	\$2.00
Maintenance Technician - Parks	Certified Playground Safety Inspector	\$0.75
	IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25
Utilities Meter Technician	Limited Water Treatment D-4	\$0.25
	Water Distribution	\$0.25 - \$0.75
	(S-4 or S-3 = \$.25, S-2 = \$.50, S-1 = \$.75)	7-1 40110
	IMSA Work Zone Temporary Traffic Control Technician Certification	\$0.25
	AWWA Customer Service Certification	\$0.25



IMSA Work Zone Temporary Traffic	
Control Technician Certification	\$0.25
NSPS Certified Survey Technician	\$0.75
Asphalt Certification	\$0.25
	\$0.25
A SECULIAR SECU	φ0.25
Control Technician Certification	\$0.25
Soil Erosion	\$0.25
Asphalt Cartification	#0.05
	\$0.25
CAS CAS HI RESIDENT CONTRACTOR OF STATE HAS BEEN APPLICATION AND APPLICATION A	\$0.25
Control Technician Certification	\$0.25
IMSA Work Zone Temporary Traffic	
	\$0.25
	\$0.25
	\$0.25 - \$0.75
(S-4 or S-3 = \$.25, S-2 = \$.50, S-1 = \$.75)	
IMSA Work Zone Temporary Traffic	17
Control Technician Certification	\$0.25
ASE Technician Certification - Master Auto	
Technician	\$2.00
ASE Technician Certification - Master	
	\$1.00
Law Enforcement Vehicle Technician	\$0.25
IMSA Signs and Pavement Markings	
Technician Level II	\$0.75
IMSA Work Zone Temporary Traffic	
Control Technician Certification	\$0.25
NSPS Certified Survey Technician	\$0.75
International Society of Arboriculture -	
Certified Municipal Arborist	\$0.75
Asphalt Certification	\$0.25
Concrete Certification	\$0.25
	Ψ0.20
Control Technician Certification	\$0.25
Soil Erosion	Ψ0.20
	Control Technician Certification NSPS Certified Survey Technician  Asphalt Certification Concrete Certification IMSA Work Zone Temporary Traffic Control Technician Certification Soil Erosion  Asphalt Certification Concrete Certification IMSA Work Zone Temporary Traffic Control Technician Certification  IMSA Work Zone Temporary Traffic Control Technician Certification Limited Water Treatment D-4 Water Distribution (S-4 or S-3 = \$.25, S-2 = \$.50, S-1 = \$.75)  IMSA Work Zone Temporary Traffic Control Technician Certification  ASE Technician Certification - Master Auto Technician ASE Technician Certification - Master Medium/Heavy Truck Law Enforcement Vehicle Technician  IMSA Signs and Pavement Markings Technician Level II  IMSA Work Zone Temporary Traffic Control Technician Certification NSPS Certified Survey Technician  International Society of Arboriculture - Certified Municipal Arborist  Asphalt Certification



Crew Leader - Parks	IMSA- Work Zone Temporary Traffic		
	Control Technician Certification		\$0.25
Crew Leader - Streets	Asphalt Certification		\$0.25
	Concrete Certification		\$0.25
	IMSA Work Zone Temporary Traffic Control Technician Certification		\$0.25
Crew Leader - Water	IMSA Work Zone Temporary Traffic Control Technician Certification		\$0.25
	Limited Water Treatment D-4		\$0.25
	Water Distribution	\$0.25 -	\$0.75
	(S-4 or S-3 = \$.25, S-2 = \$.50, S-1 = \$.75)		
Heavy Duty Mechanic	ASE Technician Certification - Master Auto Technician		\$2.00
	ASE Technician Certification - Master Medium/Heavy Truck		\$2.00
	Master Emergency Vehicle Technician Certification		\$0.75
Surveyor	IMSA Work Zone Temporary Traffic Control Technician Certification		\$0.25
*	NSPS Certified Survey Technician		\$0.75
No certification bonuses:			
Custodian		×	
Survey Apprentice			
Maintenance Technician - Golf			

The City may substitute an alternate issuing entity if the designated entity in this certification list is not currently issuing the certification or providing the necessary training.



REPLACE WI	TH NEW WA	GES	is .		
Effective Janu	ary 8, 2022 -	<del>June 30, 202</del> :	2		
	Start	1 Year	2 Years	3 Years	
Pay Grade	Step 1	Step 2	Step 3	Step 4	
Grade 1	<del>17.08</del>	<del>17.60</del>	<del>18.12</del>	<del>18.67</del>	
Grade 2	<del>26.48</del>	<del>27.00</del>	<del>27.54</del>	<del>28.09</del>	
Grade 3	<del>26.83</del>	27.37	<del>27.91</del>	28.47	
Grade 4	27.71	28.27	28.84	29.41	
Grade 5	28.61	<del>29.18</del>	29.76	30.36	
Effective July	1. 2022				2.50%
	Start	1 Year	2 Years	3 Years	
Pay Grade	Step 1	Step 2	Step 3	Step 4	
Grade 1	<del>17.51</del>	18.04	<del>18.57</del>	<del>19.14</del>	
Grade 2	<del>27.14</del>	27.68	28.23	28.79	
Grade 3	27.50	28.05	28.61	<del>29.18</del>	
Grade 4	28.40	28.98	29.56	30.15	
Grade 5	29.33	29.91	30.50	<del>31.12</del>	
Effective July	1 <del>, 2023</del>				2.00%
	1 <del>, 2023</del> <del>Start</del>	<del>1 Year</del>	2 Years	3 Years	2.00%
Effective July		1 Year Step 2	2 Years Step 3	3 Years Step 4	2.00%
	Start				<del>2.00%</del> 
Pay Grade	Start Step 1	Step 2	Step 3	Step 4	<del>2.00%</del> 
Pay Grade Grade 1	Start Step 1 17.86	Step 2 18.40	Step 3 18.94	Step 4 19.52	<del>2.00%</del> 
Pay Grade Grade 1 Grade 2	Start Step 1 17.86 27.68	Step 2 18.40 28.23	Step 3 18.94 28.79	Step 4 19.52 29.37	<del>2.00%</del> 
Pay Grade Grade 1 Grade 2 Grade 3	Start Step 1 17.86 27.68 28.05	Step 2 18.40 28.23 28.61	Step 3 18.94 28.79 29.18	Step 4 19.52 29.37 29.76	<del>2.00%</del> —
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4	Start Step 1 17.86 27.68 28.05 28.97	Step 2 18.40 28.23 28.61 29.56	Step 3 18.94 28.79 29.18 30.15	Step 4 19.52 29.37 29.76 30.75	<del>2.00%</del> —
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5	Start Step 1 17.86 27.68 28.05 28.97 29.92	Step 2 18.40 28.23 28.61 29.56	Step 3 18.94 28.79 29.18 30.15	Step 4 19.52 29.37 29.76 30.75	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4	Start Step 1 17.86 27.68 28.05 28.97 29.92	Step 2 18.40 28.23 28.61 29.56 30.51	Step 3 18.94 28.79 29.18 30.15 31.11	Step 4 19.52 29.37 29.76 30.75 31.74	<del>2.00%</del>
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5	Start Step 1  17.86 27.68 28.95 28.97 29.92  1, 2024 Start	Step 2  18.40 28.23 28.61 29.56 30.51	Step 3 18.94 28.79 29.18 30.15 31.11	Step 4 19.52 29.37 29.76 30.75 31.74	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5  Effective July	Start Step 1 17.86 27.68 28.05 28.97 29.92 1, 2024 Start Step 1	Step 2 18.40 28.23 28.61 29.56 30.51 1 Year Step 2	Step 3 18.94 28.79 29.18 30.15 31.11  2 Years Step 3	Step 4 19.52 29.37 29.76 30.75 31.74 3 Years Step 4	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5  Effective July 1 Pay Grade Grade 1	Start Step 1  17.86 27.68 28.05 28.97 29.92  1, 2024 Start Step 1 18.22	Step 2  18.40 28.23 28.61 29.56 30.51  1 Year Step 2 18.77	Step 3  18.94  28.79  29.18  30.15  31.11  2 Years  Step 3  19.32	Step 4 19.52 29.37 29.76 30.75 31.74 3 Years Step 4 19.91	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5  Effective July 1 Pay Grade Grade 1 Grade 2	Start Step 1  17.86 27.68 28.95 28.97 29.92  1, 2024 Start Step 1 18.22 28.23	Step 2  18.40 28.23 28.61 29.56 30.51  1 Year Step 2 18.77 28.79	Step 3  18.94 28.79 29.18 30.15 31.11  2 Years Step 3 19.32 29.37	Step 4 19.52 29.37 29.76 30.75 31.74 3 Years Step 4 19.91 29.96	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5  Effective July 1 Pay Grade Grade 1 Grade 2 Grade 3	Start Step 1  17.86 27.68 28.05 28.97 29.92  1, 2024 Start Step 1 18.22 28.23 28.61	Step 2 18.40 28.23 28.61 29.56 30.51  1 Year Step 2 18.77 28.79 29.18	Step 3 18.94 28.79 29.18 30.15 31.11  2 Years Step 3 19.32 29.37 29.76	Step 4 19.52 29.37 29.76 30.75 31.74 3 Years Step 4 19.91 29.96 30.36	
Pay Grade Grade 1 Grade 2 Grade 3 Grade 4 Grade 5  Effective July 1 Pay Grade Grade 1 Grade 2	Start Step 1  17.86 27.68 28.95 28.97 29.92  1, 2024 Start Step 1 18.22 28.23	Step 2  18.40 28.23 28.61 29.56 30.51  1 Year Step 2 18.77 28.79	Step 3  18.94 28.79 29.18 30.15 31.11  2 Years Step 3 19.32 29.37	Step 4 19.52 29.37 29.76 30.75 31.74 3 Years Step 4 19.91 29.96	

NOTE: Annual increases will occur on the date specified in the agreement (i.e. July 1<sup>st</sup>). Step increases shall be effective on the pay period beginning date closest or prior to the date specified in this Agreement.



# APPENDIX B (titles effective January 8, 2022)

#### TYPICAL WORK ASSIGNMENTS

Listed below are work assignments normally associated with each classification and position. The listings are NOT all-encompassing. They are supplied in order to provide a general outline of the type and variety of work an employee could be expected to perform in any particular classification.

#### Grade 1

# <u>Automotive Apprentice</u>

- 1. Pick-up, delivery, and stocking of parts and supplies.
- 2. Minor maintenance, and repair work for Fleet Maintenance.
- Assist with and learn additional maintenance and repair techniques under supervision.
- Other similar work assignments.

#### Custodian

- 1. Minor maintenance, repair, and custodial work at DPW and/or Parks facilities and/or equipment.
- 2. Other similar work assignments.

# Survey Apprentice

- 1. Participate in all basic activities normally associated with a survey crew, such as construction staking, topographic surveying, etc.
- Basic CADD drafting.
- 3. Assist with and learn survey work under supervision.
- 4. Other similar work assignments.

#### Grade 2

#### Laborer

#### General Duties:

- 1. Operation and routine maintenance of light power equipment, including but not limited to trucks, tractors, loaders, sewer cleaning equipment, street sweeper, etc.
- 2. Operation of small hand tools and power equipment, including but not limited to chain saws, boring machines, lawn mowers, jackhammers, etc.
- General maintenance and labor work.

#### Typical Streets and Drains Division Duties:

- 1. Maintenance of all City streets, roadways, and drains.
- 2. Fabricate and install street signs.
- 3. Storm and sanitary sewer maintenance and cleanout.
- 4. Staking underground utilities.
- 5. Other similar work assignments.

# Typical Water and Sewer Division Duties:

- 1. Sewer and water facilities installation and maintenance.
- 2. Water service installation and maintenance.
- 3. Staking underground utilities.
- 4. Other similar work assignments



Typical Parks and Recreation Department Duties:

1. Preparation and maintenance of all Parks and Recreation facilities, grounds, and equipment.

2. Maintenance of all City lawns and grounds.

3. Opening and closing of graves and maintenance of cemeteries.

4. Fabricate and install park signs.

- 5. Assist in planting and maintenance of City trees.
- 6. Other similar work assignments.

#### Grade 3

Instrument and Survey Technician

1. Participate in all basic activities normally associated with a survey crew, such as construction staking, topographic surveying, etc.

Basic CADD drafting.

- 3. Recording, coordinating, scanning and filing Engineering plans, specifications, and data.
- 4. Field investigation and inspection of citizen complaints and minor projects.
- 5. Other similar work assignments.

Maintenance Technician (Fleet Maintenance)

- 1. Routine automotive and equipment maintenance, service, and minor repair.
- 2. Procurement and inventory control of parts, equipment, and supplies.
- 3. General labor work.
- 4. Other similar work assignments.

Maintenance Technician (Golf Course)

- 1. Maintenance of Golf Course grounds.
- 2. Maintain Golf Course equipment.
- 3. Sharpen power mowers.
- 4. Repair small engines.
- 5. Horticultural activities.
- General labor work.
- Other similar work assignments.

Maintenance Technician (Parks)

- 1. Routine equipment maintenance, service, and minor repair.
- 2. Procurement and inventory control of parts, equipment and supplies.
- 3. Maintain and repair Parks equipment.
- 4. Maintenance of parks, municipal grounds.
- 5. General labor work.
- Other similar work assignments.

**Utilities Meter Technician** 

- 1. Read, repair, and install water meters.
- 2. Procurement and inventory control of parts, equipment, and supplies.
- 3. General labor work.
- 4. Other similar work assignments.



#### Grade 4

Field Inspector

- 1. Inspection of street and public utility construction projects.
- 2. Advanced drafting and/or calculations.
- 3. Other similar work assignments.

Heavy Equipment Operator

- 1. Operate heavy power equipment, including but not limited to a road grader, ditching machine, etc.
- General labor work.
- 3. Other similar work assignments.

Irrigation and Equipment Technician

- Repair, maintain, and fabricate small engines, equipment, irrigation equipment and systems, electrical, and plumbing equipment, plus other duties as assigned.
- General labor work.
- 3. Other similar work assignments.

Light Duty Mechanic

- 1. Perform automotive and equipment mechanical work at an intermediate level.
- 2. General labor and service work.
- 3. Other similar work assignments.

Signs & Marking Technician

- 1. Design and fabricate road and other signs.
- 2. General labor and service work.
- Other similar work assignments.

Survey Technician

- 1. Serve as an instrument person and surveyor on a survey crew.
- 2. Advanced CADD drafting and/or calculations.
- 3. Other similar work assignments.

**Urban Forester** 

- 1. Function as a tree artisan, including but not limited to tasks such as trim, prune, plant, identify, cut, climb, graft, and coordinate transplanting operations.
- 2. General labor and service work.
- 3. Other similar work assignments.



#### Grade 5

#### Crew Leader

- 1. Working leaders.
- 2. Supervision of small work force.
- 3. Provide training to other employees.
- 4. General labor work.
- 5. Other similar work assignments.

#### Heavy Duty Mechanic

- 1. Perform automotive and equipment mechanical work at a high level.
- Perform welding and fabricating.
- 3. Provide training and supervision to other employees.
- 4. General service and labor work.
- 5. Other similar work assignments.

#### Surveyor

- Supervise survey crew.
- 2. Perform regular work functions of a survey crew as needed.
- 3. Provide training to other employees.
- 4. Other similar work assignments.

# APPENDIX B (classifications effective July 1, 2021 – January 7, 2022)

#### TYPICAL WORK ASSIGNMENTS

Listed below are work assignments normally associated with each classification and position. The listings are NOT all encompassing. They are supplied in order to provide a general outline of the type and variety of work an employee could be expected to perform in any particular classification.

# **Classification A**

#### Municipal Service Employee A - General Service Technician

- 1. Pick-up, delivery, and stocking of parts and supplies.
- Minor maintenance, repair, and custodial work at DPW and/or Parks facilities and/or equipment.
- 3. Tire repair on City-owned equipment.
- 4. Other similar work assignments.

#### Classification B

# Municipal Service Employee B - Engineering Specialist I

- 2. Participate in all basic activities normally associated with a survey crew, such as chaining, rodman duties, etc.
- Basic drafting.
  - 3. Recording, coordinating, and filing Engineering plans, specifications, and data.
- 4. Field investigation and inspection of citizen complaints and minor projects.
  - 5. Other similar work assignments.

#### Classification C

#### Municipal Service Employee C - Equipment Operator I



General Duties:	
1. Opera	ation and routine maintenance of light power equipment, including but not
limite	d to trucks, tractors, loaders, sewer cleaning equipment, street sweeper,
etc.	
2. Opera	ation of small hand tools and power equipment, including but not limited to
chain	saws, boring machines, lawn mowers, jackhammers, etc.
——3. Gene	ral maintenance and labor work.
Typical Streets a	and Drains Division Duties:
	enance of all City streets, roadways, and drains.
2 Fabric	cate and install street signs.
	and sanitary sewer maintenance and cleanout.
1 Stakir	ng underground utilities.
5. Other	similar work assignments.
	d Sewer Division Duties:
	r and water facilities installation and maintenance.
70 30 00 00	service installation and maintenance.
3. Stakir	ng underground utilities.
——4. Other	similar work assignments
Typical Parks an	d Recreation Department Duties:
1. Prepa	ration and maintenance of all Parks and Recreation facilities, grounds,
and e	<del>quipment.</del>
— 2. Mainte	enance of all City lawns and grounds.
- 3. Openi	ng and closing of graves and maintenance of cemeteries.
	eate and install park signs.
- 5. Assist	in planting and maintenance of City trees.
	similar work assignments.
Classification D	
Olassification B	
<b>Municipal Service</b>	e Employee D - Service Technician I (Fleet Maintenance)
Will perform work	cin 1 or 2 listed below:
	ne automotive and equipment maintenance, service, and minor repair.
	rement and inventory control of parts, equipment, and supplies.
And also:	
- 3. Gener	al labor work.
	similar work assignments.
Municipal Comic	- Empleyee D. Convice Technisian I (Darks)
	Employee D - Service Technician I (Parks)
	ne equipment maintenance, service, and minor repair.
2. Procu	rement and inventory control of parts, equipment and supplies.
	ain and repair Parks equipment.
	enance of parks, municipal grounds.
And also:	
— 5. Gener	
——6. Other	similar work assignments.
Municipal Service	e Employee D - Service Technician I (Water)
	work in 1 or 2 listed below:
	repair, and install water meters.
2 Procu	rement and inventory control of parts, equipment, and supplies.
And also:	oment and inventory control of parts, equipment, and supplies.
	al labor work.
J. 001101	THE STATE OF THE S



Other similar work assignments. Municipal Service Employee D - Golf Course Technician 1. Maintenance of Golf Course grounds. 2. Maintain Golf Course equipment. 3. Sharpen power mowers. 4. Repair small engines. Horticultural activities. General labor work. 7. Other similar work assignments. Classification E Municipal Service Employee E - Engineering Specialist II 1. Inspection of street and public utility construction projects. 2. Serve as an instrument person and surveyor on a survey crew. 3. Advanced drafting and calculations. 4. Other similar work assignments. Classification F Municipal Service Employee F - Service Technician II 1. Maintenance, service, and repair of sewer pumping and lift stations, and water metering and pressure control installations. General labor work. Other similar work assignments. Municipal Service Employee F - Trade Specialist I Will perform specialized work in one of the following areas: 1. Perform automotive and equipment mechanical work at an intermediate level. Perform skilled masonry and block work. 3. Pressure test and chlorinate water mains. Function as a tree artisan, including but not limited to tasks such as trim, prune, plant, identify, cut, climb, graft, and coordinate transplanting operations. And also: General labor and service work. Other similar work assignments. Municipal Service Employee F - Park Maintenance Trade Specialist I Repair, maintain, and fabricate small engines, equipment, irrigation equipment and systems, electrical, and plumbing equipment, plus other duties as assigned. General labor work. Other similar work assignments. Municipal Service Employee F - Equipment Operator II

1. Operate heavy power equipment, including but not limited to a road grader,

ditching machine, etc. General labor work.

Other similar work assignments.

# Classification G

# Municipal Service Employee G - Leader

- Working leaders.
  - 2. Supervision of small work force.
- Provide training to other employees.
- 4. General labor work.
  - 5. Other similar work assignments.

# Municipal Service Employee G - Trade Specialist II (Fleet Maintenance)

- 1. Perform automotive and equipment mechanical work at a high level.
- Perform welding and fabricating.
  - 3. Provide training and supervision to other employees.
- 4. General service and labor work.
- Other similar work assignments.

# **Classification H**

# Municipal Service Employee H - Engineering Specialist III

- 1. Supervise survey crew.
- 2. Perform regular work functions of a survey crew as needed.
- Provide training to other employees.
  - 5. Other similar work assignments.

FOR	THE	UNIC	ON:
7/1/			

Date:

FOR THE CITY:

Data.

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