AGREEMENT

Between

THE CITY OF ALLEN PARK
and
THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN

JULY 1, 2019 – JUNE 30, 2023
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AGREEMENT
Between
THE CITY OF ALLEN PARK
and
THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

The City of Allen Park, Michigan, hereinafter designated as the “City” or “Employer” and the Technical, Professional and Officeworkers Association of Michigan, hereinafter designated as the “Union” hereby agree as follows:

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of this Employer and the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE 1
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining units described below.

SECTION A – Employees Covered. Office (including all clerical positions) unit, Water (maintenance and meter readers and basin unit) unit, Department of Public Services (including streets, tree trimmers, park maintenance, etc.) unit, Garage (including welding shop) unit, excluding Police Officers, Fire Fighters, all Foremen, and Supervisory Employees as defined in the Act.

SECTION B – Exclusions. The following exclusions shall be recognized.

1. Department of Parks and Recreation Employees assigned to programs.

2. Temporary Employees who are employed to fill the position of regular Union and non-union Employees who are on vacation, sick leave, or other reasons which cause them to be absent from their regular work schedule.

3. Seasonal Employees who are employed to perform a seasonal function such as summer maintenance in D.P.S., Parks and Recreation Dept., etc., and/or tax collection activities, election procedures, etc., and/or other seasonal functions such
as the Civic Arena. Seasonal employees perform duties and responsibilities of such nature that they are discontinued and the position is left vacant during a part of the year. Usually the vacancy occurs during the same period of each year. Seasonal employees shall not work overtime that is normally performed by Regular Employees unless no Regular Employee accepts such overtime.

4. Part-Time Employees who are employed to perform functions, which require less than 30 hours per work week.

5. All the above Employees shall work less than a 30-hour workweek or those working over 30 hours per week shall not work more than 26 weeks per calendar year.

6. Each Department will submit with each payroll sheet, daily hours worked, Part-Time/Seasonal status and time cards.

ARTICLE 2
WAIVER

The City and the Union acknowledge that during the negotiating which resulted in this Agreement, that either party had the right to bring up any subject, not excluded by law for negotiation. The City and the Union, therefore, for the life of this Agreement, waive the right to negotiate any subject not contained in this Agreement.

ARTICLE 3
AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4
UNION MEMBERSHIP

The Employer recognizes the right of Employees to choose to belong or not belong to the Union.

ARTICLE 5
UNION MEMBERSHIP/SERVICE FEE AUTHORIZATION FOR DEDUCTION

(1) A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with a copy to the Union. If the employee revokes the authorization, the deductions shall cease on the next payroll when it is administratively feasible.

(2) The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
(3) Deductions for any calendar month shall be remitted to the TPOAM and sent to 27056 Joy Road, Redford, MI 48249. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(4) If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee’s next pay, when administratively feasible, after the error has been called to the Employer’s attention by the employee or Union.

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

ARTICLE 6
REPRESENTATION

Number of Representation Units. The number of representation units in the City shall be FOUR (4): D.P.S., Water, Garage, and Office unless the number is increased or decreased by mutual agreement between the Employer and the Union. The Employer and the Union may redistrict the units from time to time by mutual agreement.

ARTICLE 7
STEWARDS

Section A. In each unit, Employees in the unit shall be represented by one (1) Steward who shall be a Regular Employee and working in the unit.

Section B. The Stewards, during their working hours, without loss of time or pay may, in accordance with the terms of this section, investigate and represent grievances to the Employer, upon having advised their Supervisor of same. The Supervisor will grant permission and provide sufficient time to the Stewards to leave their work during hours without loss of time or pay. This is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section C. At election time, a list of Stewards and Officers elected will be submitted to the City Administrator, the Personnel Director, and the Foreman.

Section D. There may be one Chief Steward who may be one of the Stewards elected to represent the various units as set forth in Section A.
ARTICLE 8
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or their designated representatives, upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda, in writing, of the matters to be taken up at the conferences shall be presented at the time the conference is requested in writing. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union.

Draft work rules for office clerical workers shall be reviewed and negotiated after June 30, 2019. The Union shall have the right to have mediation or fact finding over the draft work rules.

ARTICLE 9
DISCHARGE AND DISCIPLINE

Section A – Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the Unit of the discharge or discipline.

Such notification shall be given within twenty-four (24) hours of the discharge or disciplinary action if immediate notification is impossible.

Section B – The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the Steward of the Unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the Employee and the Steward.

Section C – Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge or discipline to be improper, a complaint shall be represented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section D – Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any verbal or written warnings which occurred more than one (1) year previously nor impose discipline on an Employee for errors or mistakes on his/her employment application after a period of one (1) year from his/her date of hire. Disciplinary suspensions may be used for two (2) years after they were imposed, except that disciplinary
suspending for workplace violence, sexual or ethnic harassment, or substance abuse may be used for the remainder of the employee’s service with the City.

The Union shall have the right to review, and copy if desired, all entries made by the Employer in the complete work record and/or file jacket of any Member Employee who is the subject of discharge or disciplinary action only if the Employee signs an authorization waiver form.

**ARTICLE 10**

**GRIEVANCE PROCEDURE**

**Section A – Time of Filing.** Time for filing of a grievance shall be limited to ten (10) calendar days after the Employee has knowledge of the grievance, but in no event shall the time for filing a grievance exceed thirty (30) days after the grievance occurs.

**Section B – Presenting a Grievance.** Any Employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

**Step 1:**

a) If an Employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward of the unit. Total time shall not exceed one-half hour per day.

b) The Steward shall discuss the grievance with the Department Head or his/her representative before proceeding to Step 2.

c) Any grievance not appealed to Step 2 within five (5) working days after such discussion shall be considered settled on the basis of the answer and not subject to further review.

**Step 2:** If the matter is not satisfactorily disposed of at Step 1, it may be submitted in written form by the Steward to the Department Head or his/her representative within five (5) working days to be answered in writing by said Department Head or his/her representative within five (5) working days. This Step shall be followed before proceeding to Step 3.

**Step 3:** If the grievance is not satisfactorily adjusted by said Department Head or his/her representative at Step 2, the Steward may refer the grievance to the Local President who may notify in writing within seven (7) working days the Administrator of the Union’s desire to appeal the grievance. The grievance shall be discussed by said Local President and Administrator or their designated representatives within seven (7) working days of said request. The Administrator or his/her designated representative shall give his/her written disposition of said grievance to the Local President or his/her designated representative within seven (7) working days from the meeting at which the grievance was discussed. This step shall be followed before proceeding to Step 4.

**Step 4:** Should the Local President desire to appeal the Administrator’s disposition, he/she may appeal the said disposition to Arbitration as set forth below.
a) **Arbitration**: If the Administrator’s disposition is not satisfactory and if the Union believes the matter should be carried further, it shall then refer the matter to the Union representative. The representatives of the Union will review the matter and, if they wish to carry the matter further, shall notify the City Administrator, in writing, within fourteen (14) calendar days of their intent to arbitrate the matter. Upon notification to the City Administrator, the parties shall jointly refer the matter to the Michigan Employment Relations Commission for final and binding arbitration with its rules and procedures.

b) **Fees**: Any Arbitrator selected shall have only the function set forth herein. The fees and approved expenses for the Arbitrator shall be paid by the parties equally.

c) **Power of Arbitrator**: It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the terms of this Agreement.

   i. He/she shall have no power to add to, or subtract from, or modify any of the terms of any Agreement.

   ii. He/she shall have no power to establish salary scales or change any salary.

   iii. He/she shall have no power to substitute his/her discretion for the City’s discretion in cases where the City is given discretion by this Agreement.

**Section C – Investigation.** The Local President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the Employer and will be granted permission to leave his/her work for this purpose. Any additional time needed will be granted without pay. Any alleged abuse by either party will be a proper subject for a Special Conference.

**Section D – Finality of Decisions.** There shall be no appeal from any Arbitrator’s decision except as herein provided. Each decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer.

**Section E – Computation of Back Wages.** No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

**ARTICLE 11**

**SENIORITY**

**Section A.** New Employees hired in the unit shall be considered as Probationary Employees for the first twelve (12) months of their employment. When an Employee has been certified as finishing the probationary period by accumulating twelve (12) months of employment, and approved by the City Administrator, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date the Employee actually starts work less any unauthorized time off during that period. There shall be no seniority among Probationary Employees.
Section B. The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, excepting, however, Probationary Employees discharged or disciplined for reasons other than Union activity.

Section C. Seniority shall be on a City-wide basis in accordance with the Employee’s last date of hire.

Section D. In determining departmental job classification(s) and/or work assignment(s), during periods of overtime within a department, seniority shall be exercised only by Employees regularly employed by the involved department.

Section E. Employees leaving Union for promotional opportunities with City (e.g.: department supervisor, director, etc.) shall have their Union Seniority frozen at the date they take promotion. If they wish to return to the Union and there is an opening available they may bid on job using their “Frozen Seniority” time and reenter the Union workforce.

ARTICLE 12
SENIORITY LISTS

Section A. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

Section B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.

Section C. The Employer will keep the seniority list up-to-date at all times and will provide the local Union with up-to-date copies every six months or upon request of the Union President. The Employer will also provide the local Union with a listing based on promotionary seniority dates as well as hire-in dates.

ARTICLE 13
LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reasons only:

A. He/she quits.

B. He/she is discharged and the discharge is not reversed through the grievance procedure.

C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure or he/she is not recalled from layoff within a one (1) year time period from said layoff. In proper cases, exceptions shall be made by the Employer. Return from sick leave and leaves of absence will be treated the same as C above.

E. Any Employee who has been or will be absent from work and not on payroll, except authorized leave using bank time (vacation, sick time, etc.) shall have an equal time value deducted from seniority time.

F. Seniority shall not accrue while an employee is on layoff. In cases where the Employee is recalled under the recall procedure, the seniority at the time of layoff will be recognized at the time of return to work.

**ARTICLE 14**

**SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the President, Vice President, Secretary, and Treasurer of the Union shall, during their term of office, in the event of a layoff, be continued at work as long as there is a job in their unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in their unit which they can perform.

**ARTICLE 15**

**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

**ARTICLE 16**

**LAYOFF DEFINED**

Section A. The word “layoff” means a reduction in the working force.

Section B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees will be laid off on a City-wide basis. Seniority Employees will be laid off according to seniority as defined in Article 11, Section C to a classification within their grade in their department, provided the employee is qualified to perform the work. If no position exists in a classification in his/her department within his or her grade, the employee may bump an employee with less seniority within his/her department in a different classification at the same or lower grade, if they are qualified to perform the work. If there is no such position in the employee’s department, the employee may bump an employee with less seniority in a different department at the same or lower grade, if they are qualified to perform the work. Disposition of these cases will be a proper matter for the City Administrator step of the grievance procedure.

For purposes of this Article only, “Water” and “Department of Public Services” shall be considered one department.
Section C. Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar day's notice of layoff. The Local Union President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

ARTICLE 17
RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled according to seniority as defined in Article 11, Section C. Notice of recall shall be sent to the Employee at his/her last known address by telephone or email, and either registered or certified mail. If an Employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a voluntary quit and all seniority and recall rights shall be lost. Extensions will be granted by the Employer in proper cases.

ARTICLE 18
TRANSFERS

Section A. If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section B. The Employer agrees that in any movement of work not covered above in Article 18, Section A, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the Employee(s) involved.

Section C. The parties do not recognize lateral transfers having preference. All positions shall be filled according to Article 19, Section A.

ARTICLE 19
PROMOTIONS

Section A. Promotions within the bargaining unit shall be made on the basis of the senior qualified applicant. All TPOAM promotional rosters will be comprised of bargaining unit members, in good standing, only. Job vacancies will be posted within thirty (30) calendar days for a period of seven (7) work days posting period. The City shall make every effort to fill the posted position within thirty (30) calendar days following conclusion of posting with the Senior Qualified Employee.

Section B. Non-Clerical and Clerical Employees required to work in a higher classification for two (2) hours or more per day shall be paid the second year rate of the higher classification for the entire day.

Probationary Employees shall receive step-up pay.
Section C. For purposes of promotion, any and all promotional lists may contain less than three (3) names where less than three (3) Employees have applied for the vacancy sought to be filled.

Section D. Bargaining unit employees working in clerical positions shall have priority, based on City seniority, for all clerical vacancies over other bargaining unit employees. Clerical vacancies shall be posted by department.

Section E. Employees who are promoted and voluntarily request a return to their former status will be placed in the highest available classification equal to or below their former classification.

Section F. Should no Eligible Employees with seniority, as set forth in Article 11 of this Agreement, be eligible for promotion under this Article 19, then, in that case, the senior qualified Probationary Employee (calculated by date of hire) who applies for the position shall be considered eligible to fill the position in accordance with the provisions contained in Section A of this Article 19.

ARTICLE 20
VETERANS

Section A – Reinstatement of Seniority Employees. Any Employee who enters into active service of the armed forces of the United States, upon the termination of such honorable service, shall be offered reemployment in his/her previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such honorable discharge or ninety (90) days after hospitalization continuing after discharge for not more than two (2) years.

Section B – Probationary Employees. A Probationary Employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces.

Section C.

1. Current Employees may purchase up to three (3) years of prior military service time, which will be credited as years of service (not age) for retirement purposes. If this time is purchased, payment shall be either lump sum or each pay period – payroll deduction, with full payment completed in five (5) years or not later than time of retirement, or separation from the City. Any time purchased shall be used only for retirement purposes. It is understood that Employees must pay for each year requested, their 7% portion and the City’s normal cost based on the last actuarial report available, at the time the Employee’s written intent to purchase is given, using the Employee’s pensionable compensation for the last twelve (12) months.
2. Employees electing to purchase military time shall be responsible for the cost of any actuarial study required.

ARTICLE 21
VETERANS LAW

Except as hereinbefore provided, the re-employment rights of Employees and Probationary Employees will be limited by applicable laws and regulations.

ARTICLE 22
RESERVE OR NATIONAL GUARD LEAVE OF ABSENCE

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year shall be the limit. The year shall be the Federal Fiscal Year starting October 1st of each year.

ARTICLE 23
LEAVE WITHOUT PAY

Section A. A regular Employee may be granted a leave of absence without pay upon prior approval by the City Administrator for any of the following reasons:

1. **Physical or mental disability of the Employee.** Such leaves shall not be granted for more than six (6) months but may be extended beyond said six (6) month period upon written application therefore by the Employee.

   At the expiration of said authorized leave of absence without pay, the Employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work subject to the City Administrator’s medical examiner’s approval, or his/her services shall be terminated. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address and a copy filed with the City Administrator.

   An Employee who is able to return to City service after said six (6) month period may be returned to his/her classified position if available, or to an equal or lesser position depending upon availability, qualifications of the Employee, and/or seniority.

   Any Regular Employee whose employment with the City is terminated because of a physical or mental disability and subsequently recovers from such disability may, within two (2) years from the termination date and subject to the recommendation of the City Administrator’s examining Physician, be reinstated in the first available position for which he/she is qualified. An Employee returning from such a leave, or reinstated under the provisions of this section, may be required by the City Administrator to demonstrate within ninety (90) days following his/her return to work that he/she is able to perform
the duties and responsibilities of his/her position and, in such event, his/her supervisor shall submit a report to the City Administrator at the end of the ninety (90) day period evaluating the Employee’s ability to perform the duties of the position. Should the City Administrator determine that the Employee cannot adequately perform the duties of the position, the City Administrator may terminate the Employee for said reason(s).

Any Regular Employee whose employment is terminated under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

2a. **Entering Course of Training or Study.** Employees entering upon a course of training or study for the purpose of improving the quality of his/her service to the City or of preparing himself/herself for the promotion.

2b. **Election or Appointment to Public Office.** Employees that have been elected or appointed to a public office.

2c. **Other Reasons in the Sole Opinion of the City Administrator.** Employees that demonstrate reasons solely in the opinion of the City Administrator to warrant such a leave of absence.

Such leaves shall not be granted for more than six (6) months upon written application therefore by the Employee.

At the expiration of which time, the Employee shall produce evidence that he/she has fulfilled the reason(s) for the leave and is capable of returning to work subject to the City Administrator approval. Failure to return to work on the predetermined date shall subject the Employee to termination. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address.

Any Regular Employee whose employment is interrupted under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

**Section B.**

1. **Appointment to a Classified Position Outside of the Bargaining Unit.** Employees who take a leave of absence without pay to accept a classified position outside of the bargaining unit (a promotion, etc.).

2. **Appointment to the Unclassified or Exempt Service of the City.** Certified Employees with the bargaining unit who are appointed to the following positions, to wit: Deputy City Clerk, Deputy Treasurer or Mayor’s Secretary, and required during the tenure of said appointment to take a leave of absence from the unit.
The foregoing leaves of absences in this Section B shall be granted automatically upon appointment and subject to the following regulations:

a) Such leaves of absence shall be only for the duration of the term of the above referenced position to which the Employee has been appointed.

b) During such leave, the Employee’s unit seniority shall be frozen and may not be added to.

c) An Employee appointed to a position out of the bargaining unit shall, upon acceptance of his/her bid on a posted position within the bargaining unit, immediately assume the position and successfully complete the probationary period.

d) An Employee required to take a leave of absence hereunder shall be restored to a classified position equal to or lesser than that held by the Employee prior to taking said leave and depending upon availability, qualifications and/or bargaining unit seniority.

Section C – Leave for Probationary Employees. A Probationary Employee may be granted a leave of absence without pay upon prior written recommendation by the City Administrator because of physical disability of the Employee as set forth in Section A.1. above or for reasons solely in the opinion of the City Administrator to warrant such leave of absence as set forth in Section A.2.c. above. Should such a leave be granted, they will return at the level of their probationary employment when they return to the City.

**ARTICLE 24**

**LEAVE FOR UNION BUSINESS**

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

Employees who are selected by the Union as a representative to labor conventions, institutes, or meetings shall, upon request, be given time off with pay. Proof of actual attendance at such conventions, institutes, or meetings may be required by the City Administrator.

In no case will the number of days off under this provision exceed seventeen (17) work days per fiscal year without the approval of the City Administrator.

All notices for such leave shall be submitted to the City Administrator and then to the City Council.
ARTICLE 25
OVERTIME

Section A – Rate of Pay. Time and one-half the Employee’s regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section B – Daily.

1. For Department of Public Services unit, Water Department unit and the Garage unit, all work performed in excess of eight (8) hours in any workday.

2. For the Office unit, all work performed in excess of eight (8) hours in any work day.

Section C – Weekly.

1. For Department of Public Services unit, Water Department unit and the Garage unit all work performed in excess of forty (40) hours in any work week.

2. For the Office unit, all work performed in excess of forty (40) hours in any work week.

Section D – Before and After Regular Hours. All work performed before or after any regularly scheduled work shift or work week.

Section E – Saturday Work. All work performed on Saturday shall be paid at time and one-half the Employee’s regular hourly rate of pay.

Section F – Sunday Work. Double time shall be paid for all work performed on Sunday.

Section G – Other than Monday through Friday Work Week. Employees whose regular work week is other than Monday through Friday shall be paid at time and one-half for all work performed on the sixth day of that week and double time for all work performed on the seventh day of that work week.

Section H – Authorized Holidays. An Employee required to work on any of the authorized holidays shall be paid at two (2) times his or her regular rate of pay for any time worked in addition to regular holiday pay.

Section I – Overtime. For the purpose of overtime, the City shall be considered to be divided into four (4) units: D.P.S. unit, Water unit, Garage unit and Office unit. Overtime will be allocated among members of the unit as equally as possible. In the event all members of the unit refuse to perform any overtime work, the City may then secure the necessary help to perform the overtime work as in the opinion of the City will best accomplish the required results. City Employees shall be used in these cases whenever possible.
If an Employee is on vacation, sick leave, or for other reasons absent from normal work shifts more than half the day before, the City is not responsible to call in for overtime until the Employee reports back to duty on normal work shift.

Overtime work shall be distributed equally as possible not to exceed ten (10) hour increment difference to Employees working within the same unit providing the Employee can do the work available. The distribution of overtime shall be equalized over each twelve (12) month period beginning the first day of the calendar month following the effective date of this Agreement. On each occasion, the opportunity to work overtime shall be offered to the Employee within the unit who has the least number of overtime hours to his/her credit at that time. If this Employee does not accept the assignment, the Employee will be charged with the number of hours worked. The Employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required Employees have been selected for the overtime work. All overtime work or refused overtime shall be converted to straight time hours paid for before being recorded.

The Employee will not be charged for refused overtime if it is outside of his/her department. All overtime worked, however, will be charged to the balance. The Department Head or his/her designate will have the right to select any Employee, regardless of seniority, and/or overtime balance to work out of his/her department, from a list of qualified individuals. It is understood that the Department Head will distribute overtime as evenly as possible in these cases.

A record of overtime hours worked by each Employee shall be posted on the unit bulletin board within forty-eight (48) hours after completion of payroll forms, which are sent to the Accounting Department.

Overtime shall be voluntary except in the following cases of emergency: water main breaks; sewer stoppage or cave-ins; snowstorms, including the necessity of snow or ice removal; flooding; falling trees; tornadoes; natural disaster; or civil disorders. In the above emergencies, Employees will be required to report for work when called. The Duty Supervisor has the authority to declare a work emergency call-in.

Employees shall be given as much advance notice as possible before being asked to perform overtime work.

In the event an Employee shall work more than three (3) hours beyond his/her regular quitting time, he/she shall be allowed adequate time off to eat.

Any Employee called to work outside of his/her regularly scheduled shift shall receive the overtime rate of pay for the time worked, unless such time runs into his/her regular shift, at which time the overtime rate will cease and his/her regular rate for the shift shall be paid. In the event the amount of pay for the entire period worked, including his/her regular shift, shall not equal four (4) times the regular hourly rate of pay, the Employee shall be entitled to four (4) hours pay at his/her regular rate.
Section J – Overtime – Office Unit. In the event of scheduled overtime in the Office unit, overtime shall be first offered to employee(s) currently working in that department. Should the employee refuse, the Department Head shall post notice to all buildings where an Office unit worker is employed. This notice shall include the overtime offered, a description of duties and to whom interested, qualified employee(s) should apply. The scheduled overtime shall be offered to qualified employee(s) with the fewest number of overtime hours to their credit, as posted on the unit bulletin board. In the event of unscheduled overtime, where department personnel are unable to work, the Department Head shall contact qualified employee(s) from the posted overtime list beginning with employee(s) with fewest number of overtime hours to their credit.

Section K – Compensatory/Flex Time. In the event that an employee is required to work overtime, in lieu of receiving overtime pay, that employee shall be compensated at a rate of time and one-half of compensatory time. The available compensatory time must be used within the same calendar year or (for employees hired after April 1, 2005) converted to the employee’s Health Care Saving Plan as described in Article 32. The compensatory time must be coordinated and approved by the Department Head as not to impede the operations of the department or result in creating overtime for another employee.

ARTICLE 26
RESPONSIBILITY OF THE CITY

Section A. The City retains the sole right to determine the starting and quitting times and schedules to be worked, and to manage itself, including the right to maintain order and efficiency of operations, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

The City has the sole right to hire, layoff, assign, transfer and promote Employees as set forth in the City Charter and ordinances of the City of Allen Park; nothing in this Contract to the contrary withstanding.

Section B. The Union recognizes other rights and responsibilities belonging solely to the City, prominent among which but by no means wholly inclusive, are the rights to determine the location of where work is to be performed, the manner in which said work is to be performed, the equipment to be used, the number and type of personnel to be employed, and the assignment of Employees duties subject to the provisions of this Agreement.

The Union recognizes the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the City and to require compliance therewith by the Employees. The Union reserves the right to question the reasonableness of the City’s rules and regulations through the grievance procedure, and through the arbitration procedure provided therein.

Section C. It is understood and agreed that any of the powers and authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged,
deleted, or granted by this Agreement. This includes all rights and powers held as a result of national, state, and municipal laws.

**ARTICLE 27**

**GENERAL PROVISIONS**

**Section A – Water Department.**

1. **Standby Service.** Any Employee on standby shall be required to make themselves available on a 24-hour 7-day-a-week basis for emergency water service.

   Said Employee shall be paid ten (10) hours additional pay at straight time for standby service.

2. **Special Compensation.** The City may recognize at least two (2) Pump Station Operators, one (1) Water Booster Station Operator, and not more than two (2) S-1 Certified Operators who will have been trained and examined in accordance with standards established by the Director of Public Services.

   Each Employee recognized by the Director of Public Services shall be paid a $600 annual payment on or about August 15 of each fiscal year in which the Employee is recognized as such.

**Section B – Regularly Scheduled Work Shift for Office Employees.** The regularly scheduled work shift for Office Employees shall be determined by the City Administrator to a thirty-seven and one-half (37 1/2) hour workweek, with a half-hour for lunch each day.

**Section C – Schedule of Work Hours for Hourly Employees.** The schedule of hours for Hourly Employees to be worked shall be determined by the City Administrator to a forty (40) hour workweek, with one-half (1/2) hour for lunch for each day.

The City shall have the right to establish an afternoon or midnight shift when necessary. Any openings available on these shifts will be posted for a period of seven (7) days before New Employees will be hired for these positions.

**Section D – Work of Supervisory Employees.** Supervisory personnel shall not perform work of the regularly assigned Employees, other than work being presently performed by the foremen.

**Section E – Parking.** There is adequate public parking within reasonable distance of all workstations.

**Section F – Subcontracting.** The Employer shall not contract or subcontract any work which is performed by present Employees and would result in the layoff of any bargaining unit member.
Section G – New Job Classification. If a new job is created within the bargaining unit, the job will be assigned a title, description, and rate of pay by the City. The job will be considered temporary as to title, description, and rate of pay for a period of ninety (90) calendar days after which the Union, at its option, may request a special conference on same. If the Union and Employer, following the next ninety (90) calendar day period, are unable to agree on the title, description, and/or rate of pay, the dispute shall be subject to the grievance procedure beginning at the second step.

Section H – Pay Periods. All Hourly Certified Employees shall be paid bi-weekly every other Thursday. Payment shall be by direct deposit, with the paystub emailed to the employee. No paper paystubs shall be distributed.

Section I - Probationary Period / Evaluations. All new hires are subject a twelve (12) month probationary period and the following Evaluation Report schedule:

1st Evaluation Report       2 months after hire
2nd Evaluation Report       5 months after hire
3rd Evaluation Report       9 months after hire
4th Evaluation Report       12 months after hire

ARTICLE 28
HOLIDAYS

Section A– Authorized Holidays. All Full-Time Employees shall have time off with full salary payment on the following holidays:

New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, July 4, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, and December 31.

Section B – Holidays Falling on Saturday or Sunday. Whenever one of the designated holidays falls on a Saturday, then the preceding Friday shall be designated as the official holiday; and whenever one of the designated holidays falls on a Sunday, then the following Monday shall be designated as the official holiday.

Whenever Christmas or New Year’s Day falls on a Saturday, then Thursday and Friday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year’s Day, respectively. Whenever Christmas or New Year’s Day falls on a Sunday or Monday, then Friday and Monday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year’s Day, respectively.

Section C – Holiday During Vacation Period. If the holiday falls within an Employee’s vacation period, an extra day shall be added to the vacation.
Section D – Eligibility for Holiday Pay. To be eligible for holiday pay, a Regular Employee shall have worked his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday, unless on excused absence.

ARTICLE 29
VACATIONS

Section A - Vacation Time. Vacations shall be accorded on the basis of the following schedule for employees hired before 4/1/05:

On following anniversary dates:

1st year…… Two (2) weeks
5th year…… Three (3) weeks
10th year….. Four (4) weeks
20th year….. Five (5) weeks
25th year….. Six (6) weeks

Effective July 1, 2019, for employees hired after March 31, 2005 (new hires):

After One Year Two (2) weeks
6th year Three (3) weeks
12th year Four (4) weeks

Capped at Four (4) weeks

On July 1st of each year all Employees shall be credited their vacation based upon the number of years seniority they would be entitled to during the coming fiscal year. Employees terminating or retiring during the fiscal year will be paid for earned vacation time. Earned vacation time is based on anniversary date in accordance with above schedule.

It being understood that a New-Hired Employee is not entitled to a vacation until completion of one year of service.

Section B – Salary in Lieu of Vacation. When both the Employer and Employee mutually agree in cases of hardship, the vacation can be foregone and payment made instead or time for taking same can be extended. Advance written approval of the City Administrator is required.

Section C – Vacation Scheduling. In establishing schedules, the department shall consider both Employee preference and efficient functioning of the department. Each department shall post a vacation schedule for the periods of July 1 through December 31 and January 1 through June 30. Employees who wish to exercise their seniority rights for desired vacation periods shall apply between April 1 and May 1 for the July 1 through December 31 period and between October 1 and November 1 for the January 1 through June 30 vacation period. Employees will make every effort to sign up during the sign-up period.
Applications shall be considered outside the above application periods on a first-come basis. Should two or more applications be filed on the same day, then seniority would prevail. Employees must request vacation time 24 hours prior to the requested day(s) of leave.

Two days of vacation time may be used in half-day increments if the supervisor has been notified at least forty-eight (48) hours in advance.

During the first week of May and the first week of November, the department shall sign a copy of the new vacation schedule and forward same to the Local President.

Section D – Vacation for Returning Veterans. Upon return to the City service from Military Leave of Absence, the Employee shall be entitled to vacation time for the year in which he/she returns.

Section E – Vacation Pay at Termination. Earned vacation pay shall be paid at time of death or at time of termination to Permanent Full-Time Employees who are retiring, resigning, entering military service or whose employment is terminated for any other reason. In the case of the death of any Employee, vacation accrual shall be paid to the beneficiary or to the estate of the Employee.

ARTICLE 30
PERSONAL BUSINESS DAYS

After one (1) year continuous service, each Employee shall be entitled to three (3) personal business days with pay which may be taken at the discretion of the Employee provided said personal business days are taken in one half (1/2) hour increments. Employees will be allowed to return to work if there is at least two (2) hours of work remaining in the employee’s shift.

Effective July 1, 2019, Personal Business days shall be credited on the 1st of July and must be used by the following June 30th. To make this transition when personal business days are credited:

a. For calendar year 2019, personal business days credited on January 1, 2019 must be used by December 31, 2019.

b. For calendar year 2020, two (2) personal business days will be credited on January 1, 2020 and must be used by June 30, 2020.

c. For calendar year 2020, three (3) personal business days will be credited on July 1, 2020 and must be used by June 30, 2021.

The time for these days may not be accumulated. In establishing schedules, the Department shall consider both Employee preference and efficient functioning of the department. In case of conflict as to Employee’s preference, seniority prevails.
ARTICLE 31
SICK LEAVE/BEREAVEMENT TIME

Section A – Sick Leave Eligibility.

a. Each Employee hired before April 1, 2005, shall be entitled to thirteen (13) days sick leave per year to be accumulated at the rate of one (1) per month with one (1) additional day granted on January 1 of each year.

b. Each Employee hired after March 31, 2005, shall be entitled to twelve (12) days per year to be accumulated at the rate of one (1) day per month. A new hire must work six (6) months to be eligible for sick leave usage.

Section B – Sick Leave Accumulated. Sick leave shall be accumulated and shall be unlimited.

Section C – Sick Leave Notice. Any Employee absent because of illness shall inform his/her Department Head, or such person as the Department Head designated, no later than thirty (30) minutes after normal starting time; and failure to do so may be cause for denial of sick leave for the period of absence. The Employee shall be required by his/her immediate supervisor to produce evidence in the form of an illness affidavit, or otherwise of the adequacy of the reason for his/her absence during the time for which sick leave is granted. When sick leave extends three (3) days or longer, medical certification is required to be filed with the Department Head.

Section D – Eligible Uses and Procedures.

1. Sick leave with pay shall be allowed for full-time Employees only in the following situations:

   i. Illness of, or injury to, the Employee, whether work or non-work related.

   ii. Physical, dental, or mental consultation or treatment of the Employee by professional medical or dental personnel, whether work or non-work related.

   iii. Sickness of a member of the immediate family which requires the personal attention and care of the Employee. The immediate family is defined as a blood relative residing in the home. The same proof of illness shall be required as per personal illness of the Employee.

   iv. Quarantine because of contagious disease. The Department Head shall require a Certificate of the attending physician before allowing any paid sick leave under this subsection.

   v. Maternity, paternity, and adoption leave for Employees.
2. Sick leave, when used, shall be paid at an hourly rate equal to the Employee's regular straight time wage in effect at the time of the usage. No sick leave with pay will be allowed for increments of less than one-half (1/2) of an hour. Employees will be allowed to return to work if there is at least two (2) hours of work shift remaining in that Employee's shift.

3. In cases of extended illness or suspected abuse, as determined by the Department Head or designee, the Department Head or designee may require evidence as to the adequacy of the reason(s) for an Employee’s absence during the time for which sick leave is requested. For the purpose of this section, evidence as to the adequacy of the reasons for an Employee’s absence (both for illness of the Employee, or his/her immediate family) will be defined by the Department Head to be any or all of the following:

   i. A satisfactory written, signed statement by the Employee; or

   ii. A certificate stating the nature of the illness from a licensed physician; provided, however, that falsification of either a written, signed statement or a physician’s certificate may be grounds for disciplinary action.

   iii. The Department Head or designee may require the Employee to be examined by the licensed physician identified by the Department Head or designee. Failure to submit to the examination may constitute grounds for disciplinary action.

Section E – Sick Leave During Vacation. Sick leave may be allowed in case of sickness during vacation period. Evidence of such incapacity must be provided to the satisfaction of the Department Head.

Section F – Sick Leave Payment.

1. Employees, hired prior to April 1, 2005, may upon their termination from City Service or upon their death, receive 100% compensation for the first seventy-five (75) days of accrued but unused sick leave and 50% compensation for any remaining accrued but unused sick leave to their credit. Said sick leave payment shall be paid at the Employee's hourly rate of pay in effect at the time of termination from City employment.

2. Employees hired after March 31, 2005, upon their termination from City service or upon their death, will receive fifty percent (50%) compensation for accrued but unused sick leave to their credit. This pay out shall be capped at fifty (50) days.

Section G – Sick Leave Used Prior to Retirement. Any sick days used by an Employee twelve (12) months prior to his/her retirement shall be deducted from his/her 100% paid sick bank. Provided, however, that this deduction from the above paid sick bank will not occur for days used while the Employee is actually in a hospital or recuperating under doctor's orders from such hospitalization, or under doctor’s orders recuperating from an accident or illness requiring three (3) or more days, or when an Employee's spouse or dependent child(ren) is recuperating under doctor’s orders from an accident or illness requiring their attention.
Section II - **Death in the Family.** Each Regular Employee shall be entitled to five (5) days with pay at his/her regular rate of pay in the event of the death of his or her spouse, or the parent, step-parent, child, brother or sister, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild of the Employee or his/her spouse and step children or blood relative residing in the home. The City may require proof of funeral attendance or medical certification that the Employee was not able to attend the funeral. An additional two (2) extra days with pay may be granted by the City Administrator if unusual circumstances warrant same. If the burial is out of the metropolitan Detroit area, the Employee, at his/her option, may take two (2) additional days leave provided he/she has those days in his/her sick leave bank, or vacation days, which additional days shall be charged against the sick leave bank or vacation days. In the case of the death of a son-in-law or daughter-in-law, the Employee shall be allowed three (3) days off. An additional two (2) days shall be permitted and charged against his/her sick leave or vacation days, provided he/she has accumulated sick leave or vacation time. In the case of stepparents of either Employee or spouse, he/she will be allowed a one-time option of three (3) working days off, including the day the bereavement occurs.

Upon the death of an Employee, one-half day off with pay will be granted to City Employees who attend the funeral, except that a skeleton crew will be maintained in each department.

**ARTICLE 32**

COMPENSATORY TIME PROCEDURE

Employees have the option of taking overtime pay or compensatory (Comp) time for overtime worked. Effective July 1, 2019, the total compensatory time banked cannot exceed forty (40) hours at any given time. The time may be taken in one half (1/2) hour increments and must be used within the calendar year earned.

If the time cannot be used within the calendar year then the employee must submit those earned hours as overtime hours for pay by December 31st of the year earned. Alternatively, employees hired after April 1, 2005, may elect annually by December 31st to convert compensatory time to their Health Care Savings Plan at their current hourly rate. The use of compensatory time must be pre-approved by the Department Head and cannot create overtime for another employee.

Scheduled use of compensatory time can be cancelled in the following cases of emergency: water main break; sewer stoppage or cave-ins; snowstorms, including the necessity of snow or ice removal; flooding; falling trees; tornadoes or natural disaster; or civil disorders. In the above emergencies, Employees will be required to report for work when called. The Duty Supervisor has the authority to declare a work emergency call-in.

Following is the procedure for earning and using compensatory time.

A. Earning Compensatory Time

1. Notify Department Head of your intent to exercise compensatory option in lieu of overtime pay for overtime worked;
2. You should mark the letters CT next to your time card hours you wish to take in compensatory time;
3. The Department Head places his initials by any COMP time on time cards;
4. The hours indicated will be added to your compensatory time bank;
5. There will be no overtime pay for overtime hours designated as COMP TIME.

B. Using Compensatory Time

1. You must complete an “Application for Leave” form;
2. Under the “Reason” heading indicate COMP TIME;
3. Have the Department Head sign your “Application for Leave” and submit the request to the appropriate person completing payroll in your department;
4. The compensatory time will be deducted from your comp time bank.

ARTICLE 33
LONGEVITY PAY

Longevity pay shall be at a rate of $45.00 per year of service up to ten (10) years, and $50.00 per year of service for each year over ten (10) years.

For employees hired after March 31, 2005, longevity pay will be paid at $225.00 at the start of the fifth (5th) year, and at forty-five dollars ($45) per year of service after, capped at $450.00.

Employees hired after July 1, 2015 are not eligible to receive Longevity pay.

Longevity pay shall be computed on November 1 of each year and payment shall be made on or before November 15 of each year. Employees receiving their first longevity pay shall receive a pro-rated pay computed from their date of employment to November 1. Upon retirement, an Employee’s longevity pay will be pro-rated.

ARTICLE 34
LIFE INSURANCE

Effective with the signing of this contract, a life insurance policy in the amount of $50,000 with double indemnity clause shall be paid for by the City for each Employee.

A life insurance policy in the amount of $10,000 coverage shall be paid for by the City for each retiree who shall retire after June 30, 1989.

Employees hired after July 1, 2015 are not eligible to receive Life Insurance upon retirement.

ARTICLE 35
HEALTH INSURANCE

All health insurance benefits shall comply with Public Act 152, the Publicly Funded Health Insurance Contribution Act, as it may be amended from time to time. The City may annually elect either option as required pursuant to MCLA 15.563 or 15.564, as provided by law. The parties will
meet and confer prior to the City making its annual election. The City shall provide health, dental, and optical coverage as described in the following paragraphs.

**Section A - Health Insurance for Active Employees.**

The City shall provide for the employee and all Eligible Members of the employee’s family health care coverage in accordance with the following terms and conditions:

1) Medical Plan described in the attached Exhibit 1, or equivalent coverage.
2) Health care premium sharing on health care and prescription premium (not including dental or vision) to be 20% of premium for active employees only or hard cap, as determined by the City, on a pre-tax basis via payroll deduction.
3) Prescription drug coverage with a co-pay of $10 generic/$20 brand name preferred non-generic/$30 non-preferred non-generic formulary. No coverage for specialty/Tier 4 prescription drugs. All prescription drug plans shall include a mail-in drug program for maintenance drugs with one co-pay for a 90-day supply.

**Section B – Eligible Members of Employee’s Family.**

“Eligible Members” shall be defined as spouse and child or step-child of the Employee up to the age allowed through the Patient Protection and Affordable Care Act. The City will provide coverage for dependent mentally or physically challenged children or step-children as required through the Patient Protection and Affordable Care Act. The Employee must provide, upon request, evidence of eligibility under the Patient Protection and Affordable Care Act and the insurance carrier’s requirements. In the event that the Affordable Care Act is repealed or amended regarding eligibility for dependents, the City will cover eligible dependents up to the age 19 or for full-time students, up to age 25. In addition, Employee must notify the City, in writing, within ninety (90) calendar days when a covered family member is no longer eligible.

The Employee will reimburse the City for any actual premium costs incurred by the City to cover a family member that was not removed due to the Employee’s failure to notify the City within said 90-day period.

**Section C - Cadillac Tax.**

In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively “the Cadillac Tax”), the Employer will give notice to the Union for the purpose of reviewing and discussing options. If the parties are able to reach agreement on an option that avoids the Cadillac Tax, that option shall be implemented. Alternatively, the Union may choose that employees pay the Cadillac Tax in order to maintain their current plan(s).
Section D – Employees Hired prior to April 1, 2005 – Retiree Health Insurance.

i. To be eligible for retiree healthcare, Employees hired prior to April 1, 2005 must be age 53 at retirement with at least 15 consecutive years of service with the City. The City will provide retired individuals under the age of 65 the same benefit levels as is provided for current active Employees covered by this or any future Agreement, subject to the premium cost sharing as follows:

16-20 years of consecutive service 40%
20+-25 years of consecutive service 20%
25+ years of consecutive service 0%

ii. Retirees over the age of 65 shall be required to enroll in Medicare or other similar government sponsored programs, and the City will provide only Supplemental Coverage. The Supplemental Coverage will be similar to the levels as is provided for current active Employees covered by this or any future Agreement and subject to the premium cost sharing as provided in Section i.

iii. The City will provide health care coverage to eligible retirees and their spouse and dependents at the time of retirement only.

An employee may elect to voluntarily and irrevocably revoke his/her eligibility for retiree healthcare according to the terms described in Exhibit 5.

Section E – Employees Hired after April 1, 2005 – Retiree Health Savings Program.

RETIREE HEALTH ACCOUNT – A Health Care Savings Program will be provided by the Employer to replace retiree health, optical, and dental insurance for any employee hired after April 1, 2005, since the Employer will no longer provide retiree health benefits.

These accounts may be used by the employee, their spouse, or eligible dependents to help offset the cost of health care after the employee retires or separates from service. The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements. The administrator for the plan is MERS or other qualified administrator.

The City, at its sole discretion, can determine which plan will be provided. Effective July 1, 2019, a sum of one hundred ($100) dollars a month will be contributed by the City which will be provided to the employees’ accounts. After death, any remaining account balance may be used by the employee’s surviving spouse or surviving dependents for the reimbursement of qualified medical expenses. Vesting will be seven (7) years under this plan. Employees will be allowed, upon retirement, to buy into the City’s healthcare group plan at their own cost.
Section F – Dental Insurance. The City shall provide for Employees and Eligible Members of Employee’s family: Dental Coverage Plan as described in the attached Exhibit 2, or equivalent coverage.

Retired Employees hired prior to April 1, 2005, shall continue to be covered by this plan; cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medicare.

Should an Active Employee become deceased, said Employee’s spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided the spouse remains unmarried. Retired Employees who obtain employment from an employer who provides this type of insurance shall not be covered by the City’s plan for duration of such employment. The retiree shall certify annually to the City that this alternative coverage is not available.

Section G – Optical Benefits. The City shall provide for Employees and eligible members of Employees’ families: Vision Plan as described in the attached Exhibit 3, or equivalent coverage.

Retired Employees hired prior to April 1, 2005, shall continue to be covered by this plan, cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medicare. Retired Employees who obtain employment from an employer who provides this type of insurance shall not be covered by the City’s plan for duration of such employment. The retiree shall certify annually to the City that this alternative coverage is not available.

Section H – Insurance Opt-out Program. Where the spouse has the employee of the City covered through his/her healthcare insurance policy, the employee may opt-out of healthcare insurance benefits subject to the following limitations:

i. Opt-out must result in a savings to the City.
ii. Healthcare opt-out shall be $3,600.00 per year/per employee.
iii. The employee must opt-out of Medical, Prescription, Dental and Optical Coverage to be eligible.
iv. The City has the right to establish reasonable rules governing the opt-out program and to terminate it at any time.

Section I – Other Plans. The City reserves the right to change any and/or all insurance companies and/or plan(s) described in this Article, providing the replacement program is equal to or better than the program available from the present company. The City may self-insure conditional upon ensuring employee confidentiality. The City shall allow employees to have input.

ARTICLE 36
JURY DUTY

An Employee called for jury duty shall be granted leave of absence for the time spent in such service and shall be paid his/her normal salary while serving on jury duty. The Employee may keep the mileage and parking reimbursement.
An Employee subpoenaed as a witness in any court case involving the City of Allen Park shall be paid his/her regular rate of pay for the time spent in court, excepting, however, that no Employee shall be paid more than one time for the same period.

ARTICLE 37  
DISABILITY

All City Employees who are injured or become ill on duty as per Worker’s Compensation law shall be carried on the City payroll at no loss of take-home pay for his/her classification for a period not to exceed one year from date of injury. The Employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights.

The Employer agrees that during this one (1) year period, the Employee shall receive, in addition to his/her Worker’s Compensation income, an amount to be paid by the Employer, sufficient to make up the difference between Worker’s Compensation and his/her regular income based upon forty (40) hours/thirty-seven and a-half (37.5) hours, whichever is appropriate.

Should an Employee settle a compensation claim with the Employer’s Worker’s Compensation Insurance Carrier for less than the maximum benefits entitled to be received by said Employee, the obligation of the Employer, under the provisions of this section, shall be reduced proportionately based on a ratio equal to that of the maximum amount recoverable under the applicable Worker’s Compensation laws and that actually received in settlement by the Employee.

The City will provide a disability pension of two-thirds (2/3) of base salary of an Employee for a total disability. This disability pension shall continue until the disability is removed or the employee reached normal retirement age. At normal retirement age, the Employee shall receive his/her normal retirement. Appropriate language shall be adopted as to medical examinations and operational details.

ARTICLE 38  
EMPLOYEE RECORDS

The Employee’s name, department, title, and salary shall be considered public records and shall be open to inspection during regular working hours in the form and manner prescribed by the City Administrator. All other personnel records shall be held confidential for reasons of public policy, except where disclosure is required by the Freedom of Information Act, Bullard Plawecki Right to Know Act, the Public Employee Relations Act, other law or court order. Nothing shall be added to the Employee’s records without his/her knowledge.

ARTICLE 39  
TIME CARDS

The punching in or out of another Employee’s time card shall be considered a major infraction by the Employee of his/her duties and obligations to the City, and the City may proceed with disciplinary action.
ARTICLE 40
WORKPLACE PROVISIONS

Section A – Employee Uniforms and Dress Code. Each Employee of the Department of Public Service unit, the Water unit, and the Garage unit shall be furnished the following:

i. Up to five (5) Uniform changes per week with new uniforms issued yearly.

- UNIFORMS & DRESS CODE/SAFETY SHOES – The City agrees to reimburse each Employee up to $350.00 for steel toe safety shoes/boots during the four-year term of this Agreement. Employees will be required to maintain this article at his/her own expense (i.e. repairs, waterproofing etc.). The City will no longer furnish employee jackets.

It is understood that Employees shall wear all supplied uniforms, shoes and any other required safety equipment while working for the City of Allen Park. Employees will wear prescribed clothing as they are designed to be worn as set forth in Article 40, Section D. It is understood that those Employees who do not obtain permission from their supervisor to temporarily modify the dress code will be subject to disciplinary action.

Supplied Clothing/Shoes will be allowed to be worn off duty only one (1) hour before work and one (1) hour after work. If worn off duty, Employee may be subject to disciplinary action.

ii. Under extreme weather conditions, unit stewards and immediate supervisors may mutually agree to the wearing of more or less than issued uniforms.

Section B – Wash-up Time. Employees of the Department of Public Services unit, the Water unit, the Garage unit, and the Building Maintenance unit will be permitted ten (10) minutes wash-up time before quitting each day.

Section C – Restroom and Lunchroom Facilities. Proper restroom and lunchroom facilities for both male and female Employees as per State Law will be furnished.

Section D – Health, Welfare, and Safety. The Union shall participate in the Allen Park Safety Committee and will participate in conjunction with the Risk Manager to provide guidance and assistance for the departments in the development and maintenance of sanitary, medical, heating, lighting, and ventilation standards.

The City and the Union shall continue to develop an active safety committee. All members of this bargaining unit and members of management shall practice and enforce all aspects and recommendations of the adopted Safety Program. Any infractions by any member shall be subject to disciplinary action as prescribed by the Civil Service Rules and Regulations. This includes verbal/written reprimands, suspension and discharge.
Section E – Training Program. The City shall have the right to develop a training program with preference being on the basis of seniority, job applicability, and potential use of training. When an Employee holding a position leaves that position for any reason and the City deems special training necessary and/or appropriate, that training shall be provided to the individual who is number one on the appropriate roster provided said Employee is likely to be appointed to and accept said position.

Section F – Education: Tuition Reimbursement.

A. Upon request and with the approval of the City leave days will be granted to employees to attend approved training schools and/or seminars which, in the opinion of the City will advance the knowledge, skill, and efficiency of the employee and the Department to the benefit of the City of Allen Park.

B. Tuition Reimbursement.

a. The City is a significant proponent of higher education, professional growth and development. The City shall reimburse the cost of tuition and books upon satisfactory completion of approved courses, along with presentation of paid receipts. The City will pay the scheduled cost (tuition and books) for work related subjects not taken during working hours.

b. The reimbursement scale is defined as:

i. Grade of A or B (GPA > 2.66): 100% reimbursement

ii. Grade of C (GPA > 2.0): 70% reimbursement

iii. Grade of C- or less (GPA < 2.0): 0% reimbursement

c. The written approval allowance must be approved by the Department Head and the City Administrator, in advance, for eligibility.

d. The employee planning to attend classes shall make his/her request to the Department Head by the first week in December of each year for the following fiscal year.

e. Tuition reimbursement is limited to an accredited college or university located in the State of Michigan. On-line classes shall be allowed provided that the employee has completed at least three (3) traditional in-person courses towards an approved degree, the employee submits the on-line course syllabus and the on-line course is offered through an accredited college located in Michigan. Employees may not work on on-line courses while on duty.

f. This provision shall not apply to those courses required by the City.
g. Reimbursement according to Section B for previously approved courses that are related to an Associate’s or Bachelor’s degree (including elective courses established by the College as a part of the curriculum for earning that degree) in the employee’s job classification or future classification within the City, as determined by the Department Head and the City Administrator. Degrees that are not related to job classification are not eligible for tuition reimbursement. This benefit is capped at $1,500 annually per employee and a Department cap of $4,000 annually.

h. The employee must sign a promissory note to repay all tuition reimbursement if he/she voluntarily leaves the City within eighteen (18) months of the last course taken and reimbursed by the City.

Section G – Technical Skill Allowance. The City will pay the Office Unit two hundred fifty ($250.00) dollars per year. This allowance will be paid the first pay period in August.

ARTICLE 41
REST PERIODS

All Employees’ work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

ARTICLE 42
JOB CLASSIFICATIONS AND SALARY SCHEDULE

<table>
<thead>
<tr>
<th>GRADE</th>
<th>CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>03</td>
<td>HEAVY EQUIPMENT OPERATOR</td>
</tr>
<tr>
<td></td>
<td>SIGN SHOP FABRICATOR</td>
</tr>
<tr>
<td>04</td>
<td>METER REPAIRER/MECHANIC</td>
</tr>
<tr>
<td></td>
<td>PUMP STATION OPERATOR</td>
</tr>
<tr>
<td></td>
<td>WATER BOOSTER STATION OPERATOR</td>
</tr>
<tr>
<td>PSW GRADE 1*</td>
<td>PUBLIC SERVICE WORKER (HIRED AFTER 04/01/05)</td>
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<tr>
<td></td>
<td>SIGN SHOP FABRICATOR</td>
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<tr>
<td>PSW GRADE 2*</td>
<td>MECHANIC</td>
</tr>
<tr>
<td></td>
<td>METER REPAIRER/MECHANIC</td>
</tr>
<tr>
<td></td>
<td>PUMP STATION OPERATOR</td>
</tr>
<tr>
<td></td>
<td>(HIRED AFTER 04/01/05)</td>
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<tr>
<td></td>
<td>TREE CREW LEADER</td>
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### OFFICE CLASSIFICATIONS

<table>
<thead>
<tr>
<th>GRADE</th>
<th>CLASSIFICATION</th>
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<tbody>
<tr>
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<td>OFFICE CLERICAL</td>
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<tr>
<td></td>
<td>(HIRED AFTER 4/1/05)</td>
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### Salary Grade 3 (Service and Maintenance)

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>24.64</td>
<td>25.11</td>
<td>25.59</td>
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<tr>
<td>2020-2021</td>
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<td>25.61</td>
<td>26.11</td>
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<tr>
<td>2021-2022</td>
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<tr>
<td>2022-2023</td>
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### Salary Grade 4 (Service and Maintenance)

<table>
<thead>
<tr>
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<th>Year 2</th>
<th>Year 3</th>
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<tr>
<td>2020-2021</td>
<td>26.69</td>
<td>27.26</td>
<td>27.80</td>
</tr>
<tr>
<td>2021-2022</td>
<td>27.23</td>
<td>27.80</td>
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<tr>
<td>2022-2023</td>
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### PSW Grade 1 (Hired After 4/1/2005)

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Hire</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>15.30</td>
<td>16.26</td>
<td>17.19</td>
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<tr>
<td>2020-2021</td>
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<td>2021-2022</td>
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<td>18.86</td>
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<tr>
<td>2022-2023</td>
<td>16.08</td>
<td>17.08</td>
<td>18.06</td>
<td>19.05</td>
<td>20.02</td>
<td>20.92</td>
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### PSW Grade 2 (Hired After 4/1/2005)

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<tr>
<th>Contract Year</th>
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<th>Year 3</th>
<th>Year 4</th>
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</thead>
<tbody>
<tr>
<td>2019-2020</td>
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<td>21.89</td>
<td>22.72</td>
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<td>24.72</td>
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<td>2021-2022</td>
<td>20.82</td>
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<td>22.78</td>
<td>23.64</td>
<td>24.74</td>
<td>25.72</td>
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<tr>
<td>2022-2023</td>
<td>21.02</td>
<td>22.02</td>
<td>23.01</td>
<td>23.88</td>
<td>24.99</td>
<td>25.98</td>
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### OCW – All Classifications Except DPW/Water Clerical

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<tr>
<th>Contract Year</th>
<th>Hire</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-2021</td>
<td>14.86</td>
<td>15.78</td>
<td>16.69</td>
<td>17.60</td>
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<td>18.88</td>
<td>19.81</td>
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<tr>
<td>2022-2023</td>
<td>15.31</td>
<td>16.25</td>
<td>17.19</td>
<td>18.13</td>
<td>19.06</td>
<td>20.01</td>
</tr>
</tbody>
</table>
If the City negotiates a collective bargaining agreement which contains an across-the-board base wage increase greater than 1%, effective July 1, 2022, all members of the TPOAM bargaining unit shall receive that same percentage across-the-board wage increase (inclusive of the guaranteed 1% increase) for the aggregate four-year period. This “me too” provision shall not apply to any wage increase, across-the-board or otherwise, ordered by an Act 312 arbitration panel.

Reclassification of positions: Tree Trimmer/Crew Leader-Grade 2. An Employee filling in shall be eligible for step-up pay consistent with Article 19, Section B when the Tree Trimmer/Crew Leader is absent.

The City shall have the right to start a new hire above the “1 year” rate, provided that the starting rate is not higher than a current bargaining unit employee in the same grade and classification. The City may give service credit, for purposes of placement on the wage scale, for part-time employees who become full-time Employees.

ARTICLE 43
EMPLOYEES EXCHANGE OF POSITION

Employees may transfer out of departments if two or more qualified Employees are willing to exchange positions. Exchange would follow seniority and position eligibility qualification guidelines. The Union shall oversee the process and the option to exchange is available once a year. Employees seeking to exchange employment positions must submit such requests no later than seven days prior to June 1. The Union will submit transfer agreements no later than end of the business day on June 1. This will permit transfers to occur prior to the vacation period commencing on July 1. Otherwise, employees must wait for regular posting of job openings in order to transfer to another position.

ARTICLE 44
PENSION

Employees in the unit before April 1, 2005, will be covered by the Allen Park Employees Retirement System regarding General Employees, as amended from time to time, and more specifically as follows:

Section A. Contribution -- An individual Employee’s contribution to the Retirement System shall be seven (7%) percent on all wages.
Section B. Pension Formula – Effective June 30, 2005, the pension multiplier will be 2.90%, and the voluntary retirement age will be fifty-three (53) years of age. For all eligible members of the bargaining Unit, prospectively only after March 28, 2014 the multiplier will be reduced to 2.5% for all years of service.

Section C. Pension Vesting – TPOAM bargaining unit employees shall have their pension rights vested 100% when they attain 10 years of membership in the Allen Park Retirement System.

Section D. F.A.C. – Final average compensation is to be computed on the average of the highest three (3) consecutive years of service out of the last ten (10) years. (Effective 7/1/93)

Section E. One-time Change in Payment Option (Pop-Up) -- An employee, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree’s spouse shall be eligible to receive said reduced pension income for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to 100% of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree’s election of this “Pop-Up” provision, shall be paid by the Employee/Retiree who elects to use said provision.

Section F. Pension Retirees – Retired employees shall receive pension benefits per contract in effect at the time of their retirement, or when they reach normal retirement age, or as amended to specifically address said retirees.

Section G. Health Savings Account Option – Employees hired after April 1, 2005 are not entitled to defined benefit retiree healthcare but will be allowed to purchase like benefits from the City, at the time of their retirement, at the City’s rate of premium, from their Health Retirement Savings Account.

Section H. MERS -- The City may elect to transfer the pension system to the Michigan Employees Retirement System (MERS) maintaining benefits comparable to or better than those currently provided to members by the City of Allen Park Pension System.

Employees in the unit, hired after April 1, 2005, will be covered only by the Defined Contribution Plan:

Section A. A Defined Contribution Plan – will be established for all new hires, which will be through MERS or another carrier at the City’s sole discretion.

Section B. Contribution – The contribution rate will be seven percent (7%) for the Employer and five percent (5%) for the Employees.

Section C. Vesting – TPOAM bargaining unit employees shall have their pension rights vested 100% when they attain seven (7) years of membership in the Defined Contribution Plan.

Section D. City to pay Administrative Fees/MERS – The City of Allen Park will pay all quarterly administration fees for the MERS retirement plan.
ARTICLE 45
RESIDENCY

RESIDENCY - Employees may live anywhere within the State of Michigan within a 25-mile radius of the City Border.

ARTICLE 46
FAMILY MEDICAL LEAVE ACT – (FMLA)

In accordance with the Family Medical Leave Act of 1993 (FMLA), the City of Allen Park has adopted a Family Medical Leave Policy. Use of the FMLA is specified in this policy.

ARTICLE 47
EMERGENCY MANAGER

This Agreement adopts by reference any terms and conditions imposed under Act 436. The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union’s right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) (“the Act”); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Article shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or Federal Court.

DURATION

This agreement shall become effective on July 1, 2019, and remain in full force and effect until June 30, 2023, or until a successor agreement is reached. All terms and conditions of the contract will be carried forward as required by law. Either party may give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party, in writing, by registered or certified mail thirty (30) days prior to July 1st of expiring contract year.
In witness whereof the parties hereto have executed this Agreement on this 29th day of July 2019.

BY THE CITY OF ALLEN PARK

[Signature]
William B. Matakas, Mayor

[Signature]
Michael I. Mizzi, City Clerk

BY TPOAM

[Signature]
Jason Locke, Local TPOAM President

[Signature]
Michael O'Loughlin, Local TPOAM Vice President

[Signature]
Gregg Allgeier, TPOAM Business Agent
EXHIBIT 1 – MEDICAL PLAN

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services
City of Allen Park: Active Employees
Coverage Period: 10/01/2018 – 09/30/2019
Coverage for: Employee & Family | Plan Type: PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.abs-tra.com or by calling 1-800-645-9978. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.fdic.gov/about/costreform or call 1-800-211-1634 to request a copy.

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why This Matters:</th>
</tr>
</thead>
</table>
| What is the overall deductible?                 | $250 individual / $500 family for In-Network providers and $500 individual / $1,000 family for Out-of-Network providers. | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay.  
If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. |
<p>| Are there services covered before you meet your deductible? | Yes. Preventive care, emergency services, hospice care, and office visits are covered before you meet your deductible. | This plan covers some items and services even if you haven’t yet met the deductible amount. A copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>. |
| Are there other deductibles for specific services? | No.                                                                    | You don’t have to meet deductible for specific services.                                           |
| What is the out-of-pocket limit for this plan?   | $5,000 individual / $10,000 family for In-Network providers and $10,000 individual / $20,000 family for Out-of-Network providers. | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billing charges, pre-admission review penalties, and health care this plan doesn’t cover. | Even though you pay these expenses, they don’t count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. See <a href="http://www.abs-tra.com">www.abs-tra.com</a> for a list of network providers.               | This plan uses a provider network. You will pay less if you use a network provider in the plan’s network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider’s charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist?      | No.                                                                    | You can see the specialist you choose without a referral.                                           |</p>
<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you visit a health care provider’s office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$30 copay Deductible does not apply. 40% coinsurance</td>
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</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$30 copay Deductible does not apply. 40% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>Preventive care/foot care/immunization</td>
<td>No charge Deductible does not apply Not covered</td>
<td>You may have to pay for services that aren’t preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.</td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>20% coinsurance 40% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>20% coinsurance 40% coinsurance</td>
<td>none</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Generic drugs (Tier 1)</td>
<td>$10 prescription (retail and mail order) Deductible does not apply Not covered</td>
<td>Covers up to a 30-day supply (retail prescription); 31-90-day supply (mail order prescription). Disposable needles &amp; syringes when dispensed with insulin or other covered injectable legend drugs are not subject to a copayment and have 0% coinsurance.</td>
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<tr>
<td></td>
<td>Preferred brand drugs (Tier 2)</td>
<td>$20 prescription (retail and mail order) Deductible does not apply Not covered</td>
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<td>Services You May Need</td>
<td>What You Will Pay</td>
<td>Limitations, Exceptions, &amp; Other Important Information</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>---------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>If you have outpatient surgery</td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>In-Network Provider (You will pay the least) 20% coinsurance</td>
<td>Out-of-Network Provider (You will pay the most) 40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room care</td>
<td>In-Network Provider (You will pay the least) $150 copay Deductible does not apply</td>
<td>Out-of-Network Provider (You will pay the most) $150 copay Deductible does not apply</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>In-Network Provider (You will pay the least) 20% coinsurance</td>
<td>Out-of-Network Provider (You will pay the most) 20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>In-Network Provider (You will pay the least) $30 copay Deductible does not apply</td>
<td>Out-of-Network Provider (You will pay the most) 40% coinsurance</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>In-Network Provider (You will pay the least) 20% coinsurance</td>
<td>Out-of-Network Provider (You will pay the most) 40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you need mental health, behavioral health, or substance abuse services</td>
<td>Outpatient services</td>
<td>In-Network Provider (You will pay the least) $30 visit then 100% coinsurance</td>
<td>Out-of-Network Provider (You will pay the most) 40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Inpatient services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Office visits</td>
<td>In-Network Provider (You will pay the least) No charge Deductible does not apply</td>
<td>Out-of-Network Provider (You will pay the most) 40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery professional services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery facility services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>What You Will Pay</td>
<td>Limitations, Exceptions, &amp; Other Important Information</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------</td>
<td>-------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network Provider (You will pay the least)</td>
<td>Out-of-Network Provider (You will pay the most)</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Durable medical equipment</td>
<td>20% coinsurance</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td></td>
<td>Hospice services</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>If your child needs dental or eye care</td>
<td>Children’s eye exam</td>
<td>$5/visit, 0% coinsurance up to a maximum of $50</td>
<td>$5/visit, 0% coinsurance up to a maximum of $50</td>
</tr>
<tr>
<td></td>
<td>Children’s glasses</td>
<td>$10/visit, 0% coinsurance up to a maximum of $205 (applies to both lenses and frames)</td>
<td>$10/visit, 0% coinsurance up to a maximum of $205 (applies to both lenses and frames)</td>
</tr>
<tr>
<td></td>
<td>Children’s dental check-up</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
</tbody>
</table>
**Excluded Services & Other Covered Services:**

<table>
<thead>
<tr>
<th>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</th>
<th>Non-emergency care when traveling outside the U.S., its protectorates, Canada</th>
<th>Routine foot care</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture</td>
<td>Hearing aids</td>
<td>Long-term care</td>
</tr>
<tr>
<td>Cosmetic surgery</td>
<td>Infertility treatment</td>
<td></td>
</tr>
<tr>
<td>Dental care (Adult and Child)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Covered Services (Limitations may apply to these services. This isn’t a complete list. Please see your plan document.)

| Bariatric surgery | Private Duty Nursing | Weight loss programs (lifetime maximum of four 12-week Weight Watchers sessions) |
| Chiropractic care (limited to 24 visits per calendar year) | Routine eye care (Adult) | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. For more information on your rights to continue coverage, contact the plan at 1-800-211-1534. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebri/healthreform](http://www.dol.gov/ebri/healthreform), or the U.S. Department of Health and Human Services at 1-877-267-2323 x51565 or [www.ccio.cms.gov](http://www.ccio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2595.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the plan at 1-800-211-1534. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebri/healthreform](http://www.dol.gov/ebri/healthreform), or the U.S. Department of Health and Human Services at 1-877-267-2323 x51565 or [www.ccio.cms.gov](http://www.ccio.cms.gov).

Does this plan provide Minimum Essential Coverage? Yes

If you don’t have Minimum Essential Coverage for a month, you’ll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

---

To see examples of how this plan might cover costs for a sample medical situation, see the next section.
About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your provider charges, and many other factors. Focus on the cost sharing amounts (deductibles, copayments, and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

<table>
<thead>
<tr>
<th>Peg is Having a Baby (2 months of in-network pre-natal care and a hospital delivery)</th>
<th>Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)</th>
<th>Mia's Simple Fracture (in-network emergency room visit and follow-up care)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The plan's overall deductible</strong></td>
<td><strong>The plan's overall deductible</strong></td>
<td><strong>The plan's overall deductible</strong></td>
</tr>
<tr>
<td>$250</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Specialist copayment</strong></td>
<td><strong>Specialist copayment</strong></td>
<td><strong>Specialist copayment</strong></td>
</tr>
<tr>
<td>$30</td>
<td>$30</td>
<td>$30</td>
</tr>
<tr>
<td><strong>Hospital (facility) coinsurance</strong></td>
<td><strong>Hospital (facility) coinsurance</strong></td>
<td><strong>Hospital (facility) coinsurance</strong></td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Other coinsurance</strong></td>
<td><strong>Other coinsurance</strong></td>
<td><strong>Other coinsurance</strong></td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

This EXAMPLE event includes services like:
- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasound and blood work)
- Specialist visit (anesthesia)

Total Example Cost: $12,800

In this example, Peg would pay:

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>What isn't covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$250</td>
<td>$50</td>
</tr>
<tr>
<td>Copayments</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$100</td>
<td>$55</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>The total Joe would pay is</td>
</tr>
<tr>
<td>$2,480</td>
<td>$1,202</td>
</tr>
</tbody>
</table>

This EXAMPLE event includes services like:
- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost: $7,400

In this example, Joe would pay:

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>What isn't covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$250</td>
<td>$55</td>
</tr>
<tr>
<td>Copayments</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$870</td>
<td>$90</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>The total Mia would pay is</td>
</tr>
<tr>
<td>$27</td>
<td>$215</td>
</tr>
</tbody>
</table>

This EXAMPLE event includes services like:
- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost: $1,925

In this example, Mia would pay:

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th>What isn't covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$250</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>Limits or exclusions</td>
</tr>
<tr>
<td>$90</td>
<td>$0</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>The total Mia would pay is</td>
</tr>
<tr>
<td>$215</td>
<td>$555</td>
</tr>
</tbody>
</table>
Medtipster® Rx Prescription Drug Coverage

Summary of Benefits and Coverage for: CITY OF ALLEN PARK

This is intended as an easy-to-read summary and provides only a general overview of your benefits. Additional limitations and exclusions may apply. Payment amounts are based on approved amounts, less any applicable deductible and/or copay. For a complete description of benefits, please see your summary plan document. If there is a discrepancy between this summary of benefits and coverage and your applicable plan document, the plan document will control.

<table>
<thead>
<tr>
<th>Generic prescription drugs</th>
<th>$10 for each drug</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred Brand name prescription drugs</td>
<td>$20 for each drug</td>
</tr>
<tr>
<td>Non-Preferred Brand name prescription drugs</td>
<td>$30 for each drug</td>
</tr>
</tbody>
</table>
| Mail order (home delivery) prescription drugs | Copay for a 31 to 90 day supply:  
  • $10 for each generic drug  
  • $20 for each preferred brand name drug  
  • $30 for each non-preferred brand name drug |
| Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs | Covered – 100% less plan copay for the insulin or other covered injectable legend drug  
  Notes: Needles and syringes have no copay |

Note: If you request the brand-name drug when a generic equivalent is available on the MAC list and the prescriber has not indicated “Dispensed as Written” (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic plus the applicable copay.

Covered services

<table>
<thead>
<tr>
<th>Prescribed generic contraceptives</th>
<th>Covered – 100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescribed qualifying Medtipster generic drugs filled at a preferred Medtipster network pharmacy – when covered by Medtipster. Qualifying generic and preferred pharmacy information is available at <a href="http://www.medtipsterfree.com">www.medtipsterfree.com</a></td>
<td>Covered – 100%</td>
</tr>
</tbody>
</table>
| Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs | Covered – 100% less plan copay for the insulin or other covered injectable legend drug  
  Notes: Needles and syringes have no copay |

Features of your plan

| Mandatory mail order | Maintenance medications, after initial retail fill, are required for fulfillment by Mail order (home delivery) for the copays indicated above. |
| Drug interchange | Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified, unless the prescribing physician demonstrates that the drug is medically necessary.  
  If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. |
| Quantity limits | Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization. |
| Over-the-counter (OTC) | Some over-the-counter (OTC) drugs (drugs that do not require a prescription under federal law) are excluded. Contact Medtipster for OTC coverage details. |

Medtipster® Member Services: (877) 226-2378
## EXHIBIT 2 - DENTAL COVERAGE PLAN

Delta Dental of Michigan
Dental Benefit Highlights for
City of Allen Park #5331

<table>
<thead>
<tr>
<th>Diagnostic &amp; Preventive Services</th>
<th>Delta Dental PPO Dentist</th>
<th>Delta Dental Premier Dentist</th>
<th>Non-participating Dentist</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exams, Cleanings, Fluoride, and Space Maintainers</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Emergency Palliative Treatment - to temporarily relieve pain</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Sealants - to prevent decay of permanent teeth</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Brush Biopsy - to detect oral cancer</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Radiographs - X-rays</strong></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

### Basic Services

<table>
<thead>
<tr>
<th>Minor Restorative Services - fillings and crown repair</th>
<th>70%</th>
<th>70%</th>
<th>70%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endodontic Services - root canals</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Periodontic Services - to treat gum disease</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Oral Surgery Services - extractions and dental surgery</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Major Restorative Services - crowns and veneers</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Other Basic Services - misc. services</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>Restorative and Repair - to bridge, dentures, and implants</td>
<td>70%</td>
<td>70%</td>
<td>70%</td>
</tr>
</tbody>
</table>

### Major Services

<table>
<thead>
<tr>
<th>Preodontic Services - bridges, dentures, and implants</th>
<th>70%</th>
<th>70%</th>
<th>70%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orthodontic Services - braces,</td>
<td>60%</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Orthodontic Age Limit - Up to age 19</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges, and you are responsible for that difference.

Maximum Payment - $1,500 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services, $1,500 per person total per lifetime on Orthodontics.

Deductible - None.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

Welcome to Delta Dental of Michigan's largest dental benefits family!

As a member of Delta Dental of Michigan, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists - there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

### Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Certified Center of Excellence call center, as awarded by Benchmark Portal.

### Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more - all at your own convenience.

### A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

### Questions?

If you have questions, please call our Customer Service team at (800) 624-0149 or look online at www.DeltaDentalMI.com.
## EXHIBIT 3 – VISION PLAN

CITY OF ALLEN PARK VISION PLAN

<table>
<thead>
<tr>
<th>Description</th>
<th>Coverage</th>
<th>Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examinations</td>
<td>$5 Copay then 100%</td>
<td>One eye exam up to a $50 maximum in a 12 month period</td>
</tr>
<tr>
<td>Lenses (pair)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- single vision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- bifocal</td>
<td>$10 Copay then 100%</td>
<td>$205 maximum for lenses and frames in a 24 month period</td>
</tr>
<tr>
<td>- trifocal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Lenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- elective/medically necessary contact lenses</td>
<td>$10 Copay then 100%</td>
<td>$205 maximum in a 24 month period</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lenses and Frames or Contacts are allowed once in a 24 month period</td>
</tr>
</tbody>
</table>

Services must be provided by a licensed Physician or Optometrist.

### NOT COVERED:

- Lenses that can be obtained without a prescription.
- Sunglasses
- Safety Googles
- Examinations or materials provided by workers compensation laws, or similar legislation.
- Any eye examination required by the employer as a condition of employment.
- Procedures determined to be special or unusual, such as but not limited to, orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography.
EXHIBIT 4
WAIVER AND RELEASE OF RETIREMENT HEALTH INSURANCE BENEFITS

I voluntarily and irrevocably waive all retiree health care benefits that may be provided to me as a retiree as well as those benefits that may be provided to my spouse and all eligible dependents. I understand and agree that, by voluntarily electing to waive these retiree health care benefits, I am forever releasing the City of Allen Park, its officers, employees, elected officials and appointed officials, and others working on behalf of the City of Allen Park, in the provision of and administration of the City of Allen Park’s retiree health care benefits plan. Furthermore, I forever and irrevocably waive and release any right or entitlement to health insurance, benefits, protections, off-set payments and any causes of action in relation to this health insurance forfeiture or based thereon, including, but not limited to, any claim or cause of action arising from City policies, procedures, collective bargaining agreements, or any applicable federal, state or local law, statute or regulation.

In consideration for my forfeiture of health insurance rights, entitlements, privileges, benefits, and coverages upon separation and/or retirement, the City of Allen Park shall deposit a one-time lump sum of One Hundred Dollars ($100.00) for each full month of completed service into my Retiree Health Care Savings Plan account, pursuant to the collective bargaining agreement between the City of Allen Park and the Technical, Professional and Office Workers Association of Michigan. The undersigned acknowledges and agrees to be solely responsible for any and all tax consequences of this one-time payment and shall hold the City of Allen Park harmless for any tax liabilities resulting therefrom.

I understand the action that I am taking by voluntarily waiving my access to and provision for City of Allen Park sponsored retiree health care benefits for me as a retiree, my spouse and eligible dependents. I further acknowledge and agree that this Waiver is irrevocable and may not be changed, withdrawn or modified at any time in the future, and by executing this voluntary irrevocable Waiver, I agree to forever forfeit any retiree health care benefits available as a retiree of the City of Allen Park.

I further declare and represent that no promise, inducement or agreement not herein expressed has been made to me, and that this Waiver and Release contains the entire agreement between the parties hereto and that the terms of this Waiver and Release are contractual and not a mere recital.

This Waiver and Release is to be construed in accordance with the laws of the State of Michigan.
Dated: __________________________

Name (printed) __________________________

Subscribed and sworn to before me this _____ day of ________, 2019.

Notary Public

_____________ County, Michigan

My Commission Expires: ______________

For the CITY OF ALLEN PARK

________________________

Dated: __________________________

Its: __________________________