

**THE CITY OF BERKLEY**

**-AND-**

**THE CITY OF BERKLEY DEPARTMENT OF  
PUBLIC WORKS / MAPE**

**Tentative Agreement  
September 13, 2021**

*The Employer reserves its right to add to, amend or delete  
its proposal during the course of negotiations.*

### 1) Add language from LOU regarding DOT required rest periods

1. Agreement to incorporate this agreement into Section XIX: Safety.

19.2 DOT REQUIRED REST. Relief leave/rest pay is established when unforeseen circumstances require long, continuous hours of work without sufficient rest (e.g. snow removal, water main breaks, storm damage). While the decision to accept overtime is ultimately a voluntary decision by the employee, the City and the Union recognizes health and safety related tasks are critical and need to be completed at any hour of the day for as long as it takes to complete the job. Furthermore, many of the functions of DPW staff involve heavy machinery and are considered DOT "safety sensitive".

Should an employee work a fourteen (14) or more shift within a continuous twenty-four (24) hour period, he/she shall be released for a period of ten (10) hours before he/she is required to report to work for the next normal work day. If all and/or any part of the ten (10) hour rest period coincides with the employee's next normal work day, he/she shall suffer no loss of his/her straight time pay normally earned during such period.

These rest periods reflect the current standard adopted by the United States Department of Transportation (USDOT). Should USDOT update these standards prior to June 30, 2024, all parties agree to automatically adopt them as the standard for the City of Berkley as well.

### 2) Add language for Maternity/Paternity Leaves with pay

14.6 SHORT TERM DISABILITY. The City shall establish a Short-Term Disability program. The plan shall be subject to the plan offerings of the carrier but provide for 13 weeks of wage loss at 70% of base wage. Plan benefits are subject to the provider guidelines including elimination period. Members are permitted to use leave time to supplement their paid leave to 100%.

\*For the Appendix: Benefits would be payable on the 1st day of a non-work injury or 8th day of a sickness for a maximum of 13 weeks.

12.16 PAID FAMILY LEAVE TIME. The Parties agree that the City shall provide paid leave time up to a total of four calendar weeks for approved non-intermittent FMLA Leave eligible uses as approved by the City Manager. Including maternity leave, paternity leave, care for a family member. Approval shall not be unreasonably denied and the employee shall not be required to use vacation, sick or other accrued time to be paid.

### 3) Art 12, Sec 12.11 - City agrees to a limited change in language:

"Employees who resign or are terminate from employment *and not reinstated through the grievance procedure*, with a deferred retirement benefit which may be exercised at a later date shall not be eligible for payment of accumulated sick leave hours."

### 4) Art 14, Sec 14.1 Update Contract Duration Dates

14.1 HOSPITALIZATION INSURANCE.

Effective January 1, 2016 or soon thereafter, the City shall assume only the cost of BC-BS Community Blue Preferred Provider Organization (PPO) Customized Plan Number Four (4). The benefits are

outlined in the attached Benefits at a Glance. The City shall opt-out of Employee Premium sharing as defined in State of Michigan PA 152 From July 1, 2021 through June 30, 2024.

5) Art 14, Sec 14.3 Increase Dental coverages

Both Parties agree to an \$250 Increase in annual benefit from \$1,500 to **\$1,750** as of July 1, 2021 as outlined in appendix titled "Dental and Vision Benefit Summary.

6) Art 14, Sec 14.4 Increase Optical coverage

14.4 OPTICAL CARE PROGRAM.

Optical benefits are provided each full time, non-union employee, spouse and dependent children in the amount of \$700.00 in a twenty-four (24) month period for each covered individual. A list of covered services includes:

- Eye examinations by a person licensed by the State of Michigan to perform same.
- Prescription lenses and frames.
- Prescription contact lenses.

The cost of the dental insurance shall be assumed by the City. Reimbursement shall be based upon paid receipts submitted to the carrier for rendered services.

7) Art 15, Sec 15.3 Retiree Health Savings Account

Both parties agree to a new funding model for retiree health savings accounts. As such, effective 7/1/21, the City shall contribute 4% of base wage into the RHSA. Members shall be required to contribute 1%.

Retirement Health Saving Account					
Proposed			Employer	Employee	Total
Classification	Wage	Base Annual	4%	1%	Investment
Crew Leader 2	\$ 29.06	\$ 60,440.64	\$ 2,417.63	\$ 604.41	\$ 3,022.03
Crew Leader 1	\$ 27.52	\$ 57,241.60	\$ 2,289.66	\$ 572.42	\$ 2,862.08
Operator 2	\$ 25.98	\$ 54,042.56	\$ 2,161.70	\$ 540.43	\$ 2,702.13
Operator 1	\$ 24.44	\$ 50,843.52	\$ 2,033.74	\$ 508.44	\$ 2,542.18
Maintenance 2	\$ 22.91	\$ 47,644.48	\$ 1,905.78	\$ 476.44	\$ 2,382.22
Maintenance 1	\$ 21.37	\$ 44,445.44	\$ 1,777.82	\$ 444.45	\$ 2,222.27
Laborer	\$ 19.83	\$ 41,246.40	\$ 1,649.86	\$ 412.46	\$ 2,062.32

8) Art 16, Sec 16.1 Wages

	Laborer	Maintenance 1	Maintenance 2	Operator 1	Operator 2	Crew leader 1	Crew leader 2 (max 3)
Wage	\$19.83	\$21.37	\$22.91	\$24.44	\$25.98	\$27.52	\$29.06
Minimum Years Required	Entry Level	Min 1 Year	Min 3yrs	Min 6 yrs	Min 9 yrs	Min 12 yrs	Min 15 yrs
Minimum Licenses/Certs	Class B CDL with Air Brakes	Class B CDL with Air Brakes	S-4 Water License Preferred	Min S-4 Water License	Min S-3 Water License	Min S-2	Min S-2 and PACP Certified
Standard for Advancement		Proficiency in Small equipment	Proficiency in Medium equipment	Proficiency in Heavy equipment	Overall Job Performance Proficiency in All equipment	Overall Job Performance	Overall Job Performance

	Mechanic 1	Mechanic 2	Mechanic 3	Mechanic 4
Wage	\$24.44	\$25.98	\$27.52	\$29.06
Minimum Years Required	Min 1 yr	Min 3 yr	Min 7 yrs	Min 12 yrs
Minimum licenses/Certs	4 Mechanic Certs	6 Mechanic Certs	8 Mechanic Certs	Dual Master Mechanic Certs
Standard for Advancement			Overall Job Performance	Overall Job Performance

The parties agree to the wage and promotion scale in conjunction with the end of the practice of "out of class" pay. After adoption of above wage scale for 2021, wages would increase annually by 2% through June 30, 2024 with a one-time payment in lieu of retro payable as wages in the amount of \$600.00 owed to the Employee upon approval of the contract.

Annual Increases July 1, 2021 to July 1, 2024				
Classification	Wage	July 1, 2022	July 1, 2023	July 1, 2024
Crew Leader 2	\$29.06	\$29.64	\$30.23	\$30.84
Crew Leader 1	\$27.52	\$28.07	\$28.63	\$29.20
Operator 2	\$25.98	\$26.50	\$27.03	\$27.57
Operator 1	\$24.44	\$24.93	\$25.43	\$25.94
Maintenance 2	\$22.91	\$23.36	\$23.83	\$24.31
Maintenance 1	\$21.37	\$21.80	\$22.23	\$22.68
Laborer	\$19.83	\$20.23	\$20.63	\$21.04

#### 9) Art 16 Licenses and Certificates

Both Parties agree to a revision of the language in Section 16.4, an increase in stipends for "S" water distributions license, as well as the addition of a new section 16.5 which covers other certifications that both parties agree should be monetarily incentivized:

16.4 WATER LICENSE. The City supports members of bargaining unit in their pursuit of obtaining "S" water distribution license (referred to simply as "distribution licenses"). The City Manager and/or the DPW Director must first approve an individual to receive a distribution license. If approved the City shall pay all education costs to an approved employee associated with obtaining and maintaining a distribution license including lodging, meal per diem, mileage, tuition, testing, and renewal fees directly associated to the class and or seminar. These costs and classes must be pre-approved by the City Manager or DPW Director before the class/seminar is taken. Once the employee has obtained the distribution license City will pay the employee an annual stipend to maintain the water distribution license as follows:

License	Amount
S-2	\$400
S-3	\$350
S-4	\$300

The stipend shall be paid in the first pay of December in each fiscal year by the City and shall be prorated by day in the first year the license is obtained and the year the license is released.

16.5 OTHER CERTIFICATIONS. The City supports members of bargaining unit in their pursuit of obtaining additional certifications when applicable to their role. The City Manager and/or the DPW Director must first approve a member's reimbursement of a certificate before the class/seminar is taken. Once approved the City shall pay all education costs to an approved employee associated with obtaining and maintaining a certification including lodging, meal per diem, mileage, tuition, testing, and renewal fees

directly associated to the class and or seminar. Once the employee has obtained one of the certificates below, City will pay the employee an annual stipend to maintain the water distribution license as follows:

License	Amount
PACP	\$500
Eight (8) Mechanic Certifications	\$400
Six (6) Mechanic Certifications	\$350
Four (4) Mechanic Certifications	\$300

The stipend shall be paid in the first pay of December in each fiscal year by the City and shall be prorated by day in the first year the license is obtained and the year the license is released.

10) Limit management performing Bargaining Unit work to only when no member is available

Language was suggested by MAPE however, both parties agreed to delay the discussion of this topic until subsequent contract discussion.

11) Duration 3 years

Both Parties agree to a three-year duration dating from July 1, 2021 to June 30, 2024

12) Annual Healthcare Reopener in Article XIV

The parties shall continue to opt out of the hard cap provisions of Public Act 152 of 2011. The Parties agree that in the event health care costs are projected to exceed a 10% increase, the parties will meet and discuss options sixty (60) calendar days prior to the open enrollment period beginning each year. The Employer shall provide the Union a complete copy of the projected change in rates at least thirty (30) days prior to the meeting.

13) Defined Contribution Plan for new hires in Article XV:

As stated above, the City agrees to increase contribution to 4% of wages that are matched by City plus an additional 6% for a total of 14% if MAPE agrees to begin offering to new hires as of ratification of this agreement by both parties. This plan shall have a six (6) year vesting period.

14) Remove references to a \$0.20 reduction in pay for entry rate in wage scale and in Section 21.2:

Entry rate shall be \$0.20 per hour less than rate shown. All new hires must stay in the entry hourly rate classification for a twelve (12) month period in accordance with section 2001.1. Entry rate shall be \$0.20 per hour less than rate shown.