

5/31/92

ADMINISTRATIVE RULES

PROFESSIONAL AND TECHNICAL EMPLOYEES

CITY OF ROYAL OAK

Royal Oak, City of

EFFECTIVE

JUNE 1, 1989 - MAY 31, 1992

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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ADMINISTRATIVE RULES OF THE CITY OF ROYAL OAK

PROFESSIONAL & TECHNICAL EMPLOYEES

JUNE 1, 1989 - MAY 31, 1992

Section 1.0 PURPOSE

To set forth the provisions and the conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Employer and the Employee.

Section 2.0 APPLICABILITY

These rules shall apply to those employees designated as Professional and Technical employees of the City of Royal Oak.

Section 3.0 ELIGIBILITY FOR EMPLOYMENT

A physical examination shall be a prerequisite for employment. All potential employees must pass a pre-employment physical examination given by a physician designated by the City of Royal Oak before starting work.

Section 4.0 SENIORITY - GENERAL

4.1 Seniority shall start the day an employee is hired to a full-time position.

4.2 Seniority shall not be affected by race, creed, color, national origin, age, sex, marital status, dependents of the employee, or political affiliation.

4.3 An employee shall lose his/her seniority standing upon voluntary resignation or disciplinary separation from the City service, not reversed by the Civil Service Board or, if applicable, court of competent jurisdiction.

4.4 In the case of rehiring a former employee, previous service performed on a full-time, permanent status shall be recognized, providing the employee is rehired under the provisions of Section II, Article IV of Ordinance No. 314 (Civil Service Ordinance).

Section 5.0 SENIORITY OF VETERANS

The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the re-employment rights of Veterans.

Section 6.0 LOSS OF SENIORITY

6.1 An employee shall lose his/her seniority for the following reasons:

- (1) He/she resigns or terminates his/her City employment.
- (2) He/she is absent three (3) consecutive working days without notifying the employer.
- (3) He/she does not return to work when recalled from lay-off as set forth in recall procedure.
- (4) Failure to return from sick leave or leave of absence will be treated the same as 6.1.3.
- (5) Retirement.

Section 7.0 LAY-OFF

The employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions in a department and lay off employees. The provisions for such procedure for employees having Civil Service status are contained in Ordinance No. 314 (Civil Service Ordinance). When the working force is increased after lay-off, employees having Civil Service status will be recalled as specified in Ordinance No. 314 (Civil Service Ordinance).

Section 8.0 PAY PLAN

8.1 The pay plan for employees shall consist of a range for each class of positions providing for increases based on merit.

8.2 Advancement within a specific salary range shall be called a merit increase. As the name indicates, the increase shall be based on the quality of service. Merit increases are not automatic, but are granted only upon the recommendation of the employee's Department Head and subject to the approval of the City Manager.

Section 9.0 PAY DAY

9.1 Pay day for all employees shall be every other Friday and shall cover a two (2) week period, ending at 12:00 Midnight Saturday preceding such pay day.

9.2 Employees who have questions regarding their checks shall refer such questions to their respective Department Heads who will answer them, if possible, or will refer them to the Personnel Department or Finance Department.

Section 10.0 WORK SCHEDULE

10.1 The work day shall consist of eight (8) hours per day, with not more than additional sixty (60) minutes off for lunch without pay.

10.2 The work week shall begin at midnight Saturday.

10.3 The basic work week shall consist of forty (40) hours in five (5) consecutive eight (8) hour days.

10.4 The employer is amenable to the concept of summer time or flex-time hours depending upon the circumstances, the public demand and the department head of the particular department and, further, the department's willingness to review and analyze the feasibility of the implementation of such a program. Subject to review and approval by the City Manager.

Section 11.0 POSITION CLASSIFICATION PLAN

Employees shall be classified in accordance with the Position Classification Plan of the City of Royal Oak.

Section 12.0 OVERTIME PAY

12.1 Personnel within the Professional and Technical Group shall be divided into categories following the criteria established in the Fair Labor Standards Act (FLSA) 1985, as amended.

(A) The employees exempt from the FLSA shall record all overtime as compensatory time off at straight time. Such overtime is non-cumulative and must be used by the end of the fourth month following the close of the fiscal year in which the compensatory time was earned.

(B) The employees covered by the FLSA and who are required to work more than a regular tour of duty in any one day shall be paid at the rate of one and one-half (1-1/2) times their current hourly wage.

12.2 The following is a listing of members of the Professional and Technical Group by category.

EXEMPT

Planner III
Housing Assistance Program Supervisor
Coordinator of Senior Citizens Activities
Purchasing Agent
Arena Manager

NON-EXEMPT

Civil Engineer III
Civil Engineer II
Planner II
Appraiser II
Civil Engineer I
Programmer Analyst III
Appraiser I
Engineering Assistant III
Programmer Analyst II
Engineering Draftsman
Engineering Assistant II
Programmer Analyst I
Accountant
Secretary II
Secretary I
Engineering Assistant I
Senior Citizen Program Technician

12.3 Non-exempt employees required to work on Saturdays shall be paid at the rate of one and one-half (1-1/2) times their current hourly base wage for the first eight (8) hours and two (2) times their current hourly base wage for the ninth (9th) hour and each succeeding hour thereafter; provided, that to be paid at the rate set forth herein, the employee must have worked forty (40) hours at straight time, less authorized time off with pay, during the week or have worked overtime in an emergency assignment to the point that would constitute a health or safety hazard if the employee were compelled to report for his/her normal tour of duty subsequent to the emergency assignment. In such event, overtime worked in the emergency assignment shall be considered as qualifying time for the premium pay.

12.4 Non-exempt employees who are required to work a variable schedule which recognizes days other than Saturday and Sunday as the normal weekend, and who are required to work the first day of the designated weekend, shall be paid at the rate of one and one-half (1-1/2) times their current base wage for overtime worked on the first day of the recognized weekend.

12.5 Non-exempt employees required to work on Sunday will be paid at the rate of two (2) times their current hourly base wage.

12.6 Non-exempt employees required to work on a variable schedule which recognizes days other than Saturday and Sunday as the normal weekend, and who are required to work the second day of the designated weekend, shall be paid at the rate of two (2) times their current hourly base wage for overtime worked on the second day of the recognized weekend. Non-exempt employees who are required to work on a designated holiday shall be paid per hour at the rate of two (2) times their current hourly base wage plus the regular holiday pay at straight time for eight (8) hours.

12.7 The term "base hourly wage" means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The standard work year is recognized as 2080 hours.

12.8 All overtime shall be computed to the nearest one-fourth (1/4) hour.

12.9 In emergency situations, a Department Head or the City Manager may require compulsory overtime work.

12.10 Employees requested to work in a higher classification for four (4) or more hours in any single given work day shall be paid at the next step rate of the higher classification which shall be greater than the employee's existing rate for the entire day.

Section 13.0 MINIMUM CALL BACK TIME

13.1 With the exception of temporary employees, non-exempt employees called back to work overtime outside of his/her regular scheduled duty period shall be paid for a minimum of three (3) hours in accordance with Section 12.

13.2 In the event that such emergency does not require the full 3 hours of work, the employee may be assigned to other work for the balance of the 3 hour pay period in lieu of being sent home.

13.3 If the call back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with Section 12 until his/her regular duty period begins, after which the employee shall be paid at the rate of his/her basic hourly wage.

13.4 In the event that an employee (with the exception of temporary employees) is held over at the end of a regular tour of duty for more than three (3) hours, and is not released by his/her supervisor to go home for a meal, he/she will be paid Four Dollars and one-half (\$4.50) meal allowance.

13.5 In the event that an employee (with the exception of temporary employees) is called back to duty and by reason thereof is on duty at a regular mealtime (regular mealtimes being construed to be at 7:00 A.M., 12 Noon or 6:00 P.M.), he/she will be paid Four Dollars and one-half (\$4.50) meal allowance if his/her supervisor does not release him/her to go home for a meal.

Section 14.0 ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES

The consumption of alcoholic beverages or controlled substances (those not provided by prescription) during working hours is prohibited. The phrase "working hours" is intended to cover coffee breaks but not meal periods. Employees are prohibited from transporting or storing alcoholic beverages or controlled substances in City vehicles or on City premises for purpose of personal use. Employees are prohibited from appearing for work under the influence of alcoholic beverages or controlled substances. Employees violating this rule may be subject to disciplinary action up to and including discharge.

Section 15.0 REST PERIODS

All employees working an eight (8) hour duty shift shall be entitled to two (2) rest periods per shift, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half regular duty day. The length of the rest periods shall be fifteen (15) minutes per period.

Section 16.0 ATTENDANCE

16.1 Employees shall be regular in their attendance and observe the working hours established.

16.2 All employees absent without authorized leave or who report late shall be penalized by way of a pay deduction in multiples of one-fourth (1/4) of an hour for each fifteen (15) minutes or fraction thereof of each day or portion of a day.

16.3 Habitual tardiness may be cause for disciplinary action up to and including discharge.

16.4 Arrangement for time off must be made in advance. If, for some legitimate reason, an employee is unable to report for work at the established time, the Department Head shall be notified by at least fifteen (15) minutes past the established starting time, unless it is physically impossible. Repeated failure to do so may result in disciplinary action up to and including discharge.

Section 17.0 CHANGE OF ADDRESS

Employees are required to notify their Department Head promptly of any change of address or telephone number so that the employee may be contacted at all times by either telephone or mail.

Section 18.0 OTHER EMPLOYMENT

Employees of the City may take part-time jobs provided there is no conflict of working hours and no impairment of the employee's efficiency in his/her work or conflict with the interest of the City. Employees of the City may not engage in outside activities while on duty, nor may City property be used for any but City business. Professional and Technical employees must receive permission from their Department Head prior to engaging in outside employment, so as to avoid the possibility of conflict of interest.

Section 19.0 CONFLICT OF INTEREST

No employee may engage in any business or transaction nor have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

Section 20.0 RETURN OF CITY PROPERTY

Any employee leaving the service of the City, whether through resignation, retirement, lay-off or discharge, is responsible for returning any City property which he/she may have in his/her possession. Failure to return City property may result in the employee's final check being held up with deductions being made for the value of the property.

Section 21.0 TELEPHONE

21.1 Employees shall not use telephones for personal calls except in cases of emergency and then only with the approval of a supervisor.

(A) Employees are expected to answer incoming calls promptly.

(B) Frequently, the telephone is the only contact a resident of the community may have with the City. The caller deserves response and serious treatment.

Section 22.0 ACCIDENTS

All duty related personal injuries and illnesses shall be reported to the Personnel Department immediately. The employee must take such first-aid treatment as may be recommended. Such injuries and illnesses shall, in turn, require the preparation of the necessary Workers' Compensation forms.

Section 23.0 RESIGNATIONS

To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks' notice unless the appointing authority, because of extenuating circumstances agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to his/her Department Head who shall forward such resignation to the Personnel Department. Failure to comply with this rule shall be entered on the service record of the employee and may be the cause for denying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Personnel Department by the Department Head.

Section 24.0 PHYSICAL FITNESS

24.1 Each employee must maintain physical fitness commensurate with the duties and requirements of the position he/she occupies.

24.2 The City shall initiate a feasibility study after June 1, 1990 to review the potential for providing city building space for utilization of physical fitness facilities.

Section 25.0 JURY DUTY

An employee called for jury service or subpoenaed to appear as a witness in court or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty for the time necessary to allow him/her to be in attendance as required and will be paid the difference between his/her straight-time pay and the fee received for acting as a juror or witness.

Section 26.0 SICK LEAVE

26.1 Any permanent or probationary employee shall accrue sick leave at the rate of eight (8) hours for each month of service. There shall be no maximum accumulation.

26.2 Sick leave will be paid at the employee's regular hourly rate.

26.3 Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability.

26.4 Sick leave will not be allowed when absence is due to the use of narcotics or intoxicants.

26.5 In the event of resignation or discharge, all accumulated or unused sick leave shall be cancelled and not paid.

26.6 Any employee who actively pursues and engages in self-employment or works for another employer while on sick leave may be subject to discharge.

26.7 Any employee who becomes ill and unable to report for work must notify his/her immediate supervisor at least thirty (30) minutes prior to starting time, if possible, and each day thereafter, or the absence may not be charged against his/her sick leave. If the department is not open thirty (30) minutes prior to starting time, the report of sickness must be made at the normal starting time.

26.8 Normally, no sick leave shall be granted in excess of the allowances accumulated. In unusual cases, the City Manager may approve paid sick leave in advance of accrual up to a maximum of ten (10) days. In the event that an employee who has been granted sick leave in advance of accrual, terminates or is terminated prior to the accumulation of sick leave granted, his/her final check shall be adjusted to reimburse the City for said sick days.

26.9 The minimum time charged to an employee for sick leave shall be one (1) hour.

26.10 A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed.

26.11 After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payments made therefore to the extent of the annual leave to which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he/she returns to work.

26.12 Any newly hired employee who does not have any sick leave credits may draw an advance of twelve (12) sick leave days per year, and in the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct from any monies owing from the City to the employee a sufficient sum to reimburse the City for sick leave taken and paid for but not earned.

26.13 An employee injured in the course of gainful employment, other than City employment, shall be eligible for sick leave, but only to the extent that he/she is not compensated for absence from the City employment by the benefits accruing from such outside gainful employment.

26.14 After an employee has exhausted all sick leave accrued, vacation and compensatory time off, he/she may be advanced sick leave to cover a maximum period of one hundred twenty (120) hours from the occurrence of the disability. In the event the employee terminates before the advanced sick leave is repaid, the employee is obligated to repay the City for said time.

Section 27.0 LEAVE WITHOUT PAY

27.1 A Department Head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in a calendar year.

27.2 A Department Head in consultation with the City Manager may authorize a permanent employee to be absent without pay for a period not to exceed six (6) months.

27.3 If a permanent employee becomes pregnant or has a prolonged physical or mental illness, the employee may be granted by the City Manager at the employee's request, a leave of absence without pay not to exceed twelve (12) calendar months.

27.4 An employee on leave without pay shall not accrue vacation, sick leave, retirement credit, service towards longevity pay or other fringe benefits, or seniority, or be compensated for holidays falling during the leave period; provided, that an employee on leave without pay as a result of a duty-incurred injury shall accrue seniority, service towards longevity step increases, and vacation improvement based on seniority.

27.5 Whenever absence due to illness or injury exceeds the amount of paid leave earned and authorized, the employee shall be placed on Leave Without Pay.

27.6 Any employee who actively pursues and engages in self-employment or works for another employer during a leave of absence may be subject to discharge.

27.7 An employee who fails to return to work at the termination of his/her leave of absence shall lose his/her seniority and his/her employment shall terminate.

27.8 Upon return from leave of absence, the employee shall be reinstated to the same classification held prior to leave of absence.

27.9 An employee on Leave Without Pay for more than thirty (30) days in any one fiscal year shall not accrue vacation, sick leave, retirement credit, service towards longevity pay or other fringe benefits or seniority or be compensated for holidays falling during the leave period; provided, that an employee on Leave Without Pay as a result of a duty-incurred injury shall accrue seniority, service toward longevity step increases, pay advancement and vacation improvement based on seniority.

27.10 Time spent on leave of absence greater than thirty (30) days in duration will not count toward qualifying service for merit pay increases.

Section 28.0 VACATION LEAVE

28.1 Any permanent or probationary employee with one (1) full year of service prior to June 1 shall be allowed annual leave consisting of absence from duty for ten (10) work days, or two (2) calendar weeks.

28.2 Any permanent or probationary employee with less than one full year of service prior to June 1 shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year. Under extenuating circumstances, this rule may be waived, but only with the approval of the City Manager.

28.3 Any permanent or probationary employee with five (5) years of service, but less than ten (10) shall be allowed annual leave of fifteen (15) working days or three (3) calendar weeks. He/she shall be eligible for such leave the day after the completion of the fifth year of service.

28.4 Any permanent or probationary employee with ten (10) years of service, but less than twenty (20) shall be allowed annual leave of twenty (20) working days or four (4) calendar weeks. He/she shall be eligible for such leave the day after the completion of the tenth year of service.

28.5 Any permanent or probationary employee with twenty (20) or more years of service shall be allowed annual leave of twenty-five (25) working days, or five (5) calendar weeks. He/she shall be eligible for such leave the day after the completion of the twentieth year of service.

28.6 All vacations must be taken within the fiscal year following the fiscal year of accrual and cannot be extended into the succeeding fiscal year unless permission is granted in writing by the City Manager. Employees shall forfeit all rights to vacation time if not taken as per the aforesaid rule.

28.7 In the event of termination for reasons other than discharge, an employee shall be entitled to accrued vacation, provided he/she has given a minimum termination notice of ten (10) working days, or two (2) calendar weeks in writing to his Department Head.

28.8 No part-time employee or temporary employee is eligible for vacation.

28.9 Vacation schedules shall be established by the Department Head so as to permit the continued operation of all departmental functions without interference. Both employee and employer wishes shall be taken into consideration in establishing vacation schedules. Employees will be given preference according to department seniority to select available vacation periods.

28.10 If a holiday occurs during an employee's vacation, he/she shall be entitled to an extra day of vacation at his/her regular straight-time rate. A holiday will be considered to occur during an employee's vacation week if the holiday and the vacation are included with the period of seven (7) consecutive days commencing at midnight on Saturday.

28.11 If an employee dies, his/her next of kin will be paid the regular straight-time pay for all vacation he/she would have otherwise received.

28.12 Vacation pay will be paid at the employee's regular hourly rate.

Section 29.0 HOLIDAYS

29.1 Employees shall receive the following fourteen (14) paid Holidays:

- | | |
|---------------------|-------------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Christmas Eve |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independence Day | 9. New Year's Eve |
| 5. Labor Day | 10. Five (5) Personal Business Days |

29.2 When any of the above Holidays falls on a Saturday, the Holiday shall be observed on Friday; when the Holiday falls on Sunday, it shall be observed on Monday.

29.3 Holidays will be paid at the employee's regular hourly rate (inclusive of shift or other work premium pay).

29.4 In order to qualify for holiday pay, an employee must be on duty the working day before and after the holiday. If the holiday falls on a scheduled leave day, the employee may take an alternate day. Such selection must be cleared with the Department Head. Authorized absence with pay shall be considered as being on duty.

29.5 In order to qualify for Personnel Business Days, an employee must have successfully completed his/her probationary period. The employee shall then be eligible for Personal Business Days in proportion to that part of the fiscal year remaining. (e.g., an employee hired June 1, would complete the probationary period December 1, and then would be eligible for twenty (20) hours of Personal Business based on six months of the fiscal year remaining. This prorata granting of Personal Business Days shall become effective for employees hired after December 1, 1989.)

29.6 The days granted for Personal Business may be taken any time during the fiscal year but may not be carried from one fiscal year to the next. The scheduling of Personal Business days is subject to the approval of the Department Head.

29.7 If an employee is called to work on a pre-scheduled Personal Business day, he/she shall be compensated for the time in keeping with the provisions for holiday overtime as contained in this contract.

29.8 A holiday or holidays falling during a period while the employee is on paid leave, exclusive of vacation, shall be considered as having been taken.

Section 30.0 BEREAVEMENT

30.1 In case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister or other relative living in the employee's household), a permanent or probationary employee may be granted a leave of absence with pay for a period not to exceed three (3) normal work days. Such leave with pay shall be considered bereavement leave. If the employee so elects, two (2) additional days off with pay may be taken, but such time shall be charged to the employee's sick leave accumulation, Personal Business days or vacation credits at the employee's option.

30.2 Bereavement leave will be paid at the employee's regular hourly rate.

30.3 Any employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on bereavement leave shall be subject to discharge.

30.4 Should a death of a member of his/her immediate family occur while an employee is on a scheduled vacation, he/she shall be eligible to receive the benefits stated herein, provided he/she notifies the City prior to the date of the funeral and he/she attends the funeral.

Section 31.0 EMERGENCY LEAVE

In the event that a permanent or probationary employee's spouse, relative living in the employee's household, or one or more children become ill or incur an injury of an emergency nature which prevents the employee from reaching his/her place of employment or would compel the employee to leave his/her employment in order to take the above-defined relative to either a hospital or doctor's office, the employee shall be paid his/her regular wage for his/her time away from work and the time shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) but not to exceed twenty-four (24) hours in any one fiscal year. In the event that vacation or personal business days are used for emergency leave, such time may not be used in a period of less than one (1) hour. Proof of the existence of an emergency in the form of a written statement from a physician may be required before emergency leave is allowed.

Section 32.0 INJURY LEAVE

32.1 In the case of a job-incurred illness or injury to a permanent or probationary employee resulting in a physical or mental disability to the extent that the employee is unable to perform his/her regular duties or perform selected limited assignments, he/she shall be placed on injury leave.

32.2 Time spent on injury leave shall be considered for all purposes as continuing service. Any time during injury leave an employee may be required to submit to a physical examination by a City physician.

32.3 Injury Leave pay will be at the employee's regular hourly rate (exclusive of shift or other work premium pay) so that an employee shall be entitled to take-home full pay, which is deemed to be the average take home of the three (3) preceding full paychecks plus any deductions which were authorized by the employee or by Court order.

32.4 Injury Leave shall not exceed three hundred and sixty (360) working hours at full pay for any one compensable illness or injury, with an additional seventeen hundred and twenty (1720) hours at eighty percent (80%) of pay. Full pay shall be defined as gross weekly pay less mandatory deductions including, but not limited to, normal state and federal withholding taxes, social security taxes and pension contribution. If an employee desires to remain at the one hundred percent (100%) level, he/she may do so by notifying the City in writing. The employee will be allowed to remain at one hundred percent (100%) of pay provided that the eighty (80%) percent is supplemented by the use of hours from the following:

1. Vacation Days
2. Personal Business Days
3. Holidays
4. Sick Leave accruing during the fiscal year the injury leave is taken
5. Sick Leave Bank

The employee must exhaust the days/hours accrued in each enumerated category.

32.5 An employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on Injury Leave shall be subject to discharge.

32.6 After receiving Injury Leave pay for 2080 hours, the employee's compensation shall be governed by the Michigan Workers' Disability Compensation Act.

32.7 Injury Leave and subsequent pay shall start immediately upon reported illness or injury.

32.8 An employee who either becomes ill or sustains a duty related injury and is eligible for Injury Leave payment under this section shall avail himself/herself to City approved medical treatment per the provisions of the Workers Disability Compensation Act. Provided, that any employee who refused medical attention or who does not avail himself/herself for therapy will be disallowed Injury Leave.

Section 33.0 INSURANCE

33.1 **Life Insurance:** All employees shall be eligible for forty thousand dollars (\$40,000.00) group life insurance, with the City paying the full premium, and may include at their own expense optional coverage for spouse and children. This coverage, however, shall be reduced by thirty-three percent (33%) at age sixty-five (65); and to two thousand dollars (\$2,000.00) at age seventy (70).

33.2 Hospital and Surgical:

Blue Cross/Blue Shield (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein), shall be provided by the City with the **Blue Preferred Plan (PPO Option)**; Blue Shield Certificates MVF-1; Vision Care Group Benefit A-80; PD-MAC, Prescription Generic Drugs with \$5 deductible; ML, FAE-RC and VST Riders; PLUS-15 (PPO); Blue Cross Riders D45NM. Blue Cross Certificates Comprehensive Hospital Care. BC/BS Certificates Master Medical Option I, FC, COB-3, SD, SOT-PE (GLE-1), SAT-II, TRUST-15 (PPO), MMC-PD and MMC-POV. The City shall pay the full annual premium for the above described coverage. The enrollment date for coverage of new hires shall be governed by the provisions contained in the Blue Cross/Blue Shield of Michigan Group Operating Agreement for suffix group #004.

(A) The Preferred Provider Organization (PPO option), the BC/BS **Blue Preferred Plan**, has been agreed to with the following language: Additionally, PPO is agreed to with contingency language based on the Blue Preferred Plan program continuing with no more than a 10 percent reduction in the listing of participating physicians - otherwise, the Professional and Technical employees have the option to return to the traditional coverage, i.e., standard BC/BS hospital and surgical coverage with Prevent and Mandatory Second Opinion.

(B) The city and the subscriber will each be responsible for fifty (50) percent of the premium for optional Family Continuation Coverage.

(C) **Duplicate Health Care Benefits:** The City agrees to pay the employee/subscriber 20 percent of the scheduled premium annually to select the benefits under a spouse's health care plan. Further, in the event the employee's spouse is terminated for any reason, the City will pay the COBRA payments until the employee subscriber can obtain coverage under the City sponsored health care programs.

33.3 Dental Insurance: The City shall provide a co-payment dental insurance plan which shall be the Delta Dental Plan of Michigan with full family coverage (or similar insurance thereto which may be secured at the option of the City), Class I Basic Dental Benefits with twenty-five (25%) percent employee co-payment, and Class II Prosthodontic Dental Benefits with twenty-five (25%) percent employee co-payment; there shall be an \$800 per person total per contract year on Class I and Class II benefits. Further, there shall be Class III Orthodontic Benefits with a twenty (20%) co-payment and a \$1,500 lifetime maximum per eligible person.

33.4 Optical Insurance: The City shall provide and pay the full premium for Blue Cross/Blue Shield A-80 Optical Plan for each employee and his/her family.

33.5 Employees are required to immediately notify the employer of any change in marital status which has an effect on the City's payment of fringe benefits. Failure to do so will result in the employee being held responsible for any cost incurred because of his/her negligence.

33.6 An employee on leave of absence in excess of thirty (30) days may continue his/her health, medical, dental, life and optical insurance at his/her own expense under the group program. Payment must be made each month in advance, with the understanding that there will be no reimbursement.

33.7 Continued group coverage is offered to qualified former employees and qualified dependents or former dependents of the employees under the provisions of the Federal legislation known as COBRA. Information is available at the Personnel Department.

33.8 Retiree Health Care Benefits: The City shall provide and pay the full premium for medical, dental and optical insurance for retirees and their families as follows:

(A) The City shall provide and pay the full premium for BC/BS (or similar but equal) traditional medical insurance for the retiree, spouse and eligible dependents. This coverage shall include MVF-1; Master Medical Option I; Prevent and Mandatory Second Opinion; The ML, FAE-RC and VST Riders; Generic Drugs with a \$5 Prescription Rider; Organ Transplant and co-pay Optical Coverage A-80. This coverage shall be for all current employees hired prior to June 11, 1983, who retire at age seventy (70) with credited service of five (5) years with the City; for all current employees hired prior to June 11, 1983, who retire at age sixty-five (65) with ten (10) years of credited service with the City; and for all current employees hired prior to June 11, 1983, who retire prior to age sixty-five (65) and after age sixty (60) with fifteen (15) years of credited service with the City.

(1) Current employees hired prior to June 11, 1983, who retire after age sixty (60), but without the minimum requisite years of credited service associated with the retirement ages as set forth in paragraph (b) above, may elect to receive medical insurance upon retirement by contributing monthly to the cost of the purchase of such health insurance an amount equal to one (1%) percent of their monthly retirement pension.

(2) Current employees hired on or after June 11, 1983, and all new hires shall upon retirement receive medical insurance for themselves and their eligible dependents at the level of medical insurance in effect at the employee's date of

retirement so long as the employee upon retirement from employment with the City has twenty (20) years credited service. Employees hired after June 11, 1983, who retire with less than twenty (20) years credited service shall not be entitled to any retirement medical insurance and shall not be permitted to receive such insurance by contributing to its cost.

(3) Employees who separate from employment with the City prior to retirement (i.e., deferred retirement) shall not be entitled to receive retirement medical insurance benefits unless the employee at the time of separation from employment with the City has a minimum of twenty (20) years credited service with the City.

(4) Retirees and dependents who are eligible for medical insurance coverage under an insurance plan other than that provided herein shall be required to choose coverage under one plan or the other. The retiree may, however, opt at any time for coverage under either plan subject to the entry and eligibility provisions of the plan, but a retiree may not opt to change plans more than twice in any calendar year. In no circumstance may a retiree be simultaneously covered by more than one plan.

(5) The City shall continue a retiree's health care benefits for the surviving spouse and eligible dependents at the demise of the retiree.

(B) **Retiree Dental Insurance:** Delta Dental Plan of Michigan (or similar insurance thereto which may be secured at the option of the City) containing Class I Basic Dental Benefits with a 25 percent co-pay, and Class II Prosthodontic Dental Benefits with a 25 percent co-pay. There shall be a \$600 per person total per contract year on Class I and Class II Benefits.

(C) Upon becoming eligible for Medicare benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored Blue Cross/Blue Shield "Complimentary Coverage", to coordinate the benefits and for Medicare to be primary, with the City paying the premium for the Part B Coverage through reimbursement each month.

Section 34.0 DUTY - NON-DUTY DISABILITY

Any permanent or probationary employee who becomes totally disabled as a result of an on-the-job connected injury, or any permanent employee with a minimum of five (5) years of service who becomes totally disabled as a the result of a non-service connected injury or illness, shall be eligible for a monthly payment of two-thirds

(2/3) of his/her base monthly salary in effect at the time of such injury or illness but in no event will such monthly payment exceed three thousand, five hundred dollars (\$3,500). These monthly payments shall continue until the employee reaches voluntary retirement age. The provisions contained herein shall be limited and governed by the insurance policy. An employee on disability leave shall no longer continue to accrue sick leave.

Section 35.0 UNEMPLOYMENT COMPENSATION

Unemployment compensation is provided in accordance with the laws of the State of Michigan.

Section 36.0 TUITION REIMBURSEMENT

The Tuition Reimbursement Program is designed to encourage employees to improve their job skills, to increase their value to the City by pursuing course of study directly related to their work and to assist them in preparing for future promotions within the City. The policy and procedures governing this program are intended to be flexible to insure optimum utilization of the available funds. The following provisions are established to govern the administration of the City's Tuition Reimbursement Program:

36.1 Application for tuition reimbursement will only be considered from employees who are full-time probationary or permanent.

36.2 Applications will not be considered if the employee is receiving funds for the same course from any other source (G.I. Bill, scholarships, etc.).

36.3 Applications may be made only for attendance at a school of recognized educational standing, including correspondence schools. Selected subjects must relate directly to the employee's present job or to a reasonably predictable future job with the City. These include:

(1) Technical or non-technical courses of immediate benefit to the employee and the City in the performance of present assignments when qualifying for promotion within the present field of specialization.

(2) Technical or non-technical courses outside the employee's current field of specialization but related to either field of specialization within his/her department and progression in a related field.

36.4 Reimbursement shall be made for 50% of the cost of the tuition and 100% of the cost of textbooks. Upon the completion of the course or courses, the textbook(s) shall revert to the City and shall be placed in the appropriate departmental library. In no case shall the reimbursement exceed \$250.00 per course. Employees must present official school receipts indicating the cost of tuition and textbooks for the course.

36.5 Eligibility shall be made only for course work for Tuition Reimbursement shall be limited to two courses per semester per employee.

36.6 Reimbursement shall be made only for course work for which the applicant received a grade of C or its numerical equivalent or better. Employees must present official school transcript showing the final grade received.

36.7 As funds for tuition reimbursement are limited, priority for reimbursement shall be governed by the time and date the completed applications are received from employees. Approval of applications for tuition reimbursement is contingent upon the availability of funds, the employee's successful completion of the course and adherence to the policies and procedures outlined in this program.

36.8 The following procedures shall be followed in making application for course approval and tuition reimbursement:

(1) The employee shall submit his/her application for course approval and tuition reimbursement in the form of a memorandum to his/her Department Head. The memorandum must include detailed information concerning the course or courses for which reimbursement is sought.

(2) The application shall be reviewed by the City Manager, Department Head and Personnel Director for approval or disapproval.

(3) If the course is approved for tuition and textbook reimbursement, the employee shall notify his/her immediate supervisor no later than one (1) month after the course is completed and present to his/her Department Head his/her transcript of credits, as well as appropriate receipts for tuition and textbooks, for reimbursement. This material is, in turn, forwarded to the Personnel Department.

(4) Upon receipt of the transcript of credits and appropriate receipts for tuition and textbook(s), the Personnel Department shall submit to the Finance Department a memorandum authorizing the issuance of tuition and textbook reimbursement to the employee. A copy of the transcript of credits shall become a permanent part of the employee's personal file.

Section 37.0 LONGEVITY PAY

37.1 (A) For employees hired prior to June 1, 1990. Longevity pay increments shall be awarded as per the following schedule:

Two percent (2%) of base pay after completion of five (5) years of service.

Four percent (4%) of base pay after completion of ten (10) years of service.

Six percent (6%) of base pay after completion of fifteen (15) years of service.

Eight percent (8%) of base pay after completion of twenty (20) years of service.

Ten percent (10%) of base pay after completion of twenty-five (25) years of service.

37.1 (B) For professional and technical employees hired on or after June 1, 1990, the following longevity pay schedule will be in effect:

After completion of five (5) years service:	\$250
After completion of ten (10) years service:	500
After completion of fifteen (15) years service:	750
After completion of twenty (20) years service:	1,000
After completion of twenty-five (25) years service:	1,250

37.2 For all employees eligible for percentage longevity payments, the payment shall be computed on the base annual rate in effect on June 1 of the fiscal year in which the payment is made.

37.3 Longevity pay shall be made by separate check for the full amount and paid between the dates of November 1 and November 15.

37.4 Military leave of absence shall be considered as continuous City service.

37.5 Credit shall not be given for time spent on a leave of absence in computing longevity pay eligibility.

37.6 The cut-off date for qualifying service shall be December 1. For example, in order to be eligible for a first longevity pay increment, which is 2% of base pay for employees hired prior to June 1, 1990 and \$250 for employees hired on or after June 1, 1990

after five (5) years of service, the employee must have five years service as of December 1 of the fiscal year in which the payment is to be paid. Anniversary dates falling during the fiscal year will not be recognized for longevity pay until December 1 of that year.

37.7 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he was eligible as of December 1. He shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his employment is terminated. In the event payment has been made to an employee who has failed to meet the requirements specified in this Section, the City shall deduct said amount from final compensation.

37.8 In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he was eligible as of November 30. In addition, he shall receive a partial payment for the time served in the fiscal year in which his retirement or demise falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

37.9 In the event of layoff, the employee shall be entitled to receive that longevity pay for which he was eligible as of November 30. In addition, he shall receive a partial payment for time served in the fiscal year in which his layoff falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

Section 38.0 RETIREMENT PENSION BENEFITS

38.1 The Pension Agreement in effect between the parties shall remain in full force and effect for the term of this Agreement except as modified below:

(A) Deferred retirement eligibility is five (5) years of credited service for vesting.

(B) Extended automatic pay retirement death benefit coverage to a surviving spouse of a deceased former employee who is separated from employment and is eligible for a deferred pension, per Section 28A. of the Royal Oak Retirement Ordinance No. 76-7 as amended.

(C) Effective June 1, 1990, employees may retire at age fifty-five (55) with twenty-five (25) years of credited service.

38.2 Annuity Withdrawal: Any member who retires pursuant to Sections 16, 17, 19 or 20 of the Retirement Ordinance may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve of Employee Contributions - plus 3% interest. Upon this election and the payment of the accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn. A retiring member and his/her spouse, if any, shall, if possible jointly participate in a meeting with City representatives prior to the election at which the effects of the annuity withdrawal will be explained.

38.3 The employee's pension contribution from compensation shall be 2% to FICA limit and 4% thereafter of pension wages.

38.4 Effective June 1, 1987, the amount of the annual level straight life pension, as described in Section 22(e) of the Retirement Ordinance, shall be equal to the retiring member's credited service multiplied by 2.0% of the retiring member's final average compensation (FAC). The maximum retirement allowance is 80% of FAC, minus the members' initial primary amount under Social Security.

38.5 Retirees shall have \$4,000 Life Insurance.

Section 39.0 SICK LEAVE CONTROL PROGRAM

39.1 The Sick Leave Control Program shall be applicable to all full time permanent or probationary employees.

39.2 In order to qualify for sick leave payment, an employee must have forty-five (45) days of accumulated sick leave as of the first day of the fiscal year in which payment is to be made.

39.3 Employees who have the prescribed minimum of accumulated sick leave shall be paid 100% of unused sick leave in excess of six (6) days earned during the fiscal year preceding the one in which payment is to be made. Those sick leave days for which pay is not given shall be added to the employee's sick leave accumulation.

39.4 All sick leave payments shall be computed on the annual base rate of pay in effect as of the last pay period of the fiscal year in which the sick leave was earned.

39.5 Sick leave payment shall be made by check for the full amount and shall be issued between the dates of June 15 and June 30.

39.6 If an employee so elects, in writing to the City Manager, he/she may waive payment for sick leave and have the days for which payment would normally be given added to his/her sick leave accumulation.

39.7 The cut-off date for qualifying for accumulated sick leave shall be as of May 31. As an example, in order to be eligible for sick leave payment, an employee must have a minimum of forty-five (45) days of accumulated sick leave as of May 31. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent fiscal year.

39.8 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive payment for which he/she was eligible as of May 31 of the fiscal year in which his/her sick leave was earned. He/she shall not, however, be entitled to a partial sick leave payment for sick leave accumulated and unused in the fiscal year in which his/her employment is terminated.

39.9 In the event of termination, either through retirement or demise, the employee shall be entitled to receive sick leave payment for which he/she was eligible as of May 31 of the fiscal year in which the sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the payment of 50% of the unused sick leave earned in the fiscal year in which his/her employment is terminated.

39.10 In the event of layoff, the employee shall be entitled to receive payment for which he/she was eligible as of May 31 of the fiscal year in which his/her sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the payment of 50% of the unused sick leave earned in the fiscal year in which his/her layoff occurs.

39.11 In the event of retirement, any employee having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of 400 hours at the base rate at the time of retirement.

39.12 In the event of an employee's death, the deceased employee's spouse, or children if no spouse survives, shall be entitled to receive up to 400 hours' payment for said deceased employee's sick leave accumulation at the base rate at the time of demise.

Section 40.0 SUSPENSION OF LEAVES

The leaves provided for in these rules may be temporarily suspended during any period of emergency declared by the City.

Section 41.0 SAFETY EQUIPMENT AND UNIFORMS

41.1 Employees, in the performance of their jobs, shall at all times insure the use of safety devices and protective equipment which may be furnished to the department, and will comply with safety, sanitary and fire regulations and promulgated policies.

41.2 Engineering Department field employees shall be required to wear ANSI-approved safety shoes while on duty. The City shall reimburse the employee for these shoes in the amount of up to \$55 annually.

41.3 Engineering Department full-time field employees assigned to construction projects and survey crews will be provided a biennial issue of standard rain gear consisting of a rain jacket and bib-overalls.

41.4 Engineering Department full time field employees assigned to construction projects and survey crews shall be provided the following:

(a) One (1) Carhartt blanket-lined, fingertip length jacket with hood. (To be provided every three (3) years commencing June 1, 1990.)

(b) One (1) pair Carhartt bib-overalls. (To be provided one time only effective June 1, 1990.)

Section 42.0 WAGE ADJUSTMENT

42.1 The general wage adjustment, effective June 1, 1989 shall be accorded on the basis of merit and shall be 3.5%.

42.2 The general wage adjustment, effective June 1, 1990 shall be accorded on the basis of merit and shall be 3.5%.

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Section 43.0 DEFERRED COMPENSATION

43.1 Employees covered by these Administrative Rules may participate in either the ICMA or PEPSCO Deferred Compensation Plans. Information is available in the Personnel Department. The employer will contribute 1.5% of base pay to the employees' Deferred Compensation Account.

Section 44.0 GRIEVANCE PROCEDURE FOR ALLEGED DISCRIMINATORY PRACTICES

44.1 An employee having a grievance shall first take the matter up with his/her immediate supervisor. If the grievance is not settled to the employee's satisfaction, the grievance shall be reduced to writing, submitted to the employee's immediate supervisor, and the immediate supervisor shall furnish the employee with a written answer to the grievance within forty-eight (48) hours (excluding Saturdays, Sundays and holidays).

44.2 If a satisfactory settlement is not reached in Step 1, the employee may, within forty-eight (48) hours after receipt of the written answer, present the grievance to his/her Department Head for review. The Department Head shall then furnish a written answer within forty-eight (48) hours (excluding Saturdays, Sundays and holidays).

Section 45.0 USE OF VEHICLES

45.1 Only City employees are allowed to drive City vehicles.

45.2 Every employee who, in the course of his/her regular work, may be required to drive a City vehicle must have a valid State of Michigan Driver's License which permits him/her to drive the class of vehicle involved. A learner's license is not a valid driver's license. Chauffeur's licenses are not required by employees to drive any City vehicle. No employee shall drive a City vehicle in contravention of any restrictions set out on his/her State Michigan Driver's License.

45.3 No person under the age of 16 may operate a City vehicle at any time.

45.4 Only a person authorized by his/her supervisor may drive a City vehicle. The Supervisor shall examine the driver's license for restrictions. He/she shall be sure that the employee can drive the vehicle satisfactorily and that he/she complies with all restrictions on the driver's license.

45.5 In case of a vehicle accident, the following procedure shall be followed:

- a. The driver of a City vehicle involved in a traffic accident shall see that the Police Department and his/her Supervisor are notified immediately.

b. The employee will not leave the scene of the accident unless it is obvious that is the only way to obtain assistance.

c. The employee will make no statement of any kind regarding fault or liability except to his/her Supervisor or to a Police Officer. If the employee is required to submit a report for the Police Department, said report shall be written and not verbal.

d. The employee will obtain ownership information from the other party, if another vehicle is involved. Said information should include the owner's name and address, driver's name and address, description and license plate number of the vehicle. If the other party desires further information, he/she should be instructed to contact the Personnel office at City Hall.

e. The employee will not move the City vehicle until the police have arrived to investigate the accident.

f. The employee shall complete an accident report form for the Motor Pool and the employee's department.

45.6 In the case of a property damage accident, the following procedure shall be followed:

a. Notify the Police Department immediately.

b. The employee's Supervisor should be notified.

c. Any utility companies involved should be notified.

d. Necessary safety precautions should be taken by the employee involved, if needed.

e. The employee shall complete an accident report form.

45.7 If any City vehicle is stolen, the driver which it was assigned shall call the police first, then notify the employee's Department and Motor Pool.

45.8 If any vehicle catches fire and the driver cannot put it out by himself/herself, he/she shall call the Fire Department.

45.9 If any parts or accessories considered part of a City vehicle, or tools, chains, repair equipment, personal belongings or other equipment or materials on a City vehicle are lost or stolen from the vehicle, the driver shall call the police immediately. An outside worker may radio his/her office asking that the police be notified immediately. (This does not apply if the theft or loss is trivial and there is no suspect.)

Section 46.0 RADIO COMMUNICATIONS

46.1 Use - Each driver shall:

- a. Before using the radio, prepare himself/herself so he/she will know exactly what he/she is going to say.
- b. Before making a call, make certain that the channel is clear.
- c. Hold the microphone at an angle to the lips and talk across it. **DO NOT BLOW INTO IT.**
- d. To transmit, press firmly down on the microphone and speak in a natural tone at a moderate rate of speed. Speak in a normal voice. Do not whisper or shout.
- e. To listen or receive, release the button on the microphone.
- f. As a matter of radio procedure, call your Department when you begin the work day to indicate you are in service.
- g. Keep all communications as brief as possible.
- h. Avoid conducting department business over the radio, as much as possible.
- i. When he/she can clearly hear a message being given to his/her office operator by another driver for transmittal, it is not necessary to wait for the office operator to repeat the message.
- j. Refrain from repeating someone's message or answer word for word, unless there is doubt about the message.

46.2 Call Number - The radio call number for a City vehicle is the City vehicle number. Departments have assigned numbers also, contact the Public Service Department for a listing.

46.3 Each driver shall direct his/her message to their own office.

46.4 No codes shall be used unless authorized by the Department of Recreation and Public Service because they must comply with FCC Rules and Regulations.

46.5 No person shall transmit or make a signal containing profane words or language.

46.6 During an emergency, such as storms, tornadoes, or other disturbances, everyone except those actively engaged in the emergency shall refrain from using their radios.

46.7 The driver shall report any radio trouble to his/her Department Head. Radios are repaired at the Department of Public Service building. Contact the Public Works Division for scheduling.

Section 47.0 GENERAL CONDUCT

47.1 An employee shall, in every case, notify his/her Department Supervisor of an intent to leave work during work hours at any time before the normal quitting time, and also indicate the reason for having to leave work. The employee shall not leave work early unless his immediate Supervisor indicates approval. This procedure is mandatory and shall be observed even though the need for leaving work early arises during a lunch period.

47.2 Employees shall not fight or engage in any other acts likely to cause either property damage or bodily injury to any person.

47.3 Employees shall not loaf or loiter during work hours.

47.4 Employees shall at all times observe all safety rules and perform their work in accordance with commonly accepted safety practices.

47.5 An employee shall not remove notices, signs or any other written material from, nor post any notices, signs or any other written material, on any City bulletin board or other City property, except with the prior authorization of the Supervisor.

47.6 Employees are prohibited from accepting gifts or gratuities from organizations, employees, agents or other individuals who may or do conduct business with the City.

47.7 Employees shall not use either profane or abusive language to or towards either a fellow employee, supervisor, resident, citizen, property owner or any other person.

47.8 An employee shall not refuse to obey the directions or orders of any supervisory personnel; nor shall any employee either induce or attempt to induce any other employee to refuse to obey the directions or order of any supervisory personnel.

47.9 An employee shall not deliberately interfere with any plan of operation or deliberately misrepresent any of the Department's operations, policies or procedures.

47.10 An employee shall not abuse, misuse, or deliberately destroy or damage any City property, tools, equipment and machines or property of any other employee.

47.11 An employee shall not engage in any immoral or indecent act or any other act which would reflect unfavorably upon the reputation of the City.

47.12 Employees shall not engage in any private business or activity for profit or without profit during working hours.

47.13 Employees shall not use any City property for their own personal use or benefit.

47.14 Employees shall not take or carry away from City premises any City property without the prior authorization of a Supervisor and except for use in connection with City business.

47.15 Employees shall not carry any concealed weapon.

47.16 Employees shall not deface, change or falsify any personnel or other City records or papers.

47.17 Employees shall not sabotage or wilfully destroy any public or private property.

47.18 Employees are prohibited from using their position with the City to directly or indirectly gain benefits, favors, money advantages, privileges or anything of value other than regular compensation.

Section 48.0 AMENDMENTS

48.1 The City Manager may amend, rescind, add to or otherwise change the Rules. The provisions of these Rules do not replace or supersede any part of the Charter Ordinances of the City Government.

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