

**BARGAINING AGREEMENT**

**Between**

**THE CITY OF ROCHESTER HILLS**

**Oakland County, Michigan**

**And**

**ROCHESTER HILLS LOCAL 1917.28 CHAPTER**

**Affiliated and Chartered by Council No. 25**

**Of The American Federation Of**

**State, County & Municipal Employees**

**Effective:**

**JANUARY 1, 2011 Through DECEMBER 31, 2013**

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## **AGREEMENT**

This Agreement is made as of the 12<sup>th</sup> day of September, 2011, between the CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN (hereinafter referred to as the "Employer"), and AFSCME LOCAL 1917.28, affiliated and chartered by Michigan Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union").

The Employer and the Union agree there shall be no discrimination against any Employee by reason of race, religion, color, age, gender, marital status, national origin, disability or any other unlawful motive.

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, its employees and the Union.

The parties recognize that the interest of the community depends upon the Employer's and employees' success in establishing a proper service to the community.

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

The headings used in the Agreement and the exhibits neither add to, or subtract from, the meaning; but are for references only.

## **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 hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all employees of the Employer included in the following classifications: General Superintendent, General Foreman, Fleet Manager, Facilities Operations Manager, Forestry Operations Manager, Supervisor of Interpretive Services, Parks Operations Manager, Supervisor of Inspection Services, Parks Maintenance Supervisor and Supervisor of Ordinance Services.

## **ARTICLE 2: MANAGEMENT RIGHTS**

The right to manage the operations of the City of Rochester Hills, including the right to levy and collect taxes, pass ordinances, establish operating policies, rules and procedures, hire, promote, transfer, layoff, discipline, dismiss or discharge employees, create new classifications of employment, assign work or perform any other lawful function whatsoever pursuant to the laws of the State of Michigan shall remain

exclusively the right of the Mayor of the City of Rochester Hills or the City Council of the City of Rochester Hills, as the case may be, or their duly-authorized deputies and agents, except as specifically provided within this Agreement.

### **ARTICLE 3: AID TO OTHER UNIONS**

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

### **ARTICLE 4: UNION SECURITY**

All employees who are members or the Union at the signing of this Agreement and all new members who voluntarily become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Employees covered under this Agreement who are not members of the Union at the time it becomes effective, and all new employees or employees transferred or rehired, shall be required, as a condition employment, either to become members of the Union for the duration of this Agreement on or before the 30th day following such effective date or pay a service charge to the Union.

## **ARTICLE 5: DUES DEDUCTION AND AGENCY CLAUSE**

The Employer shall deduct the required amount of fees for payment of Union dues or a service charge from the pay of each Employee from whom it receives a written, signed authorization to do so. The amount of deductions shall be communicated to the Employer not less than 60 days after the implementation of this Agreement and can be changed only by written notice to the Employer not less than thirty (30) days before the check reflecting the new amount is to be issued. Such dues or service charges are to be deducted from the second pay in each calendar month and remitted to the financial officer of the local Union not later than the tenth day of the following month. The Employer shall furnish to the Union a monthly listing of Employees for whom the Employer has received signed authorization for deduction or service charge made and shall state for whom deductions were not made.

- A. Employer Responsibility: Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues or service charges, special assessments or any other deduction not in accordance with this provision.



- B. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 4: Union Security and Article 5: Dues Deduction and Agency Clause of this Agreement.

- C. Termination of Check-Off: An Employee shall cease to be subject to check-off dues or service charges beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

Any Employee may voluntarily cancel or revoke the authorization for check-off deduction within the two-week period prior to the termination of this Agreement, upon 30 days written notice to the Employer and to the Union.

D. Voluntary P.E.O.P.L.E. Check-Off: The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### **ARTICLE 6: REPRESENTATION**

Employees shall be represented by two (2) stewards, who are the Chapter Chairperson and Vice-Chairperson. They shall be the sole elected officers representing the Employees covered by this Agreement.

#### **ARTICLE 7: SPECIAL CONFERENCES**

Special conferences will be held whenever mutually-agreed between the Rochester Hills chapter Chairperson and the Employer or its designated representative. When it is necessary for a member and/or representative of the Union to attend a special

conference during his regular working hours, he shall receive the rate of pay for the time spent at the conference that he would have received had he been on the job. Arrangements for such special conferences, including who will attend, shall be made in advance, and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or representative of the International Union.

#### **ARTICLE 8: SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of 15 working days following the conclusion of negotiations.

#### **ARTICLE 9: DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible:

- A. One or more written warnings.
- B. One or more formal written reprimands.
- C. One or more short suspension(s) without pay (not to exceed five [5] working days).
- D. Long suspension without pay or discharge.

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his employment behavior short of discharge. Failure of the Employer to follow precisely the steps set forth above shall not per se be grounds for reinstating a discharged or disciplined employee, but shall be considered on a case-by-case basis in determining whether just cause exists.

The City will issue any disciplinary action necessary within 20 working days after the City knew or had reasonable notice of the facts giving rise to the discipline.

The Employer shall consider no prior disciplinary action on any infraction of a similar and/or a distinct and different character occurring more than 24 months previous in imposing discipline on a current charge. The Employer shall, once each year, remove from the employee's personnel file any prior record of disciplinary action which occurred more than three (3) years previously. No action three (3) years or older will be utilized by the Employer for any disciplinary purpose, including hearings.

Employees will have the right to have Union representation at any level of disciplinary action taken against them. The employee must sign and receive a copy of any and all disciplinary action. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists.

An employee shall, upon written request, have access to his personnel file retained by the Employer, as defined by State law. It is further agreed that an employee's personnel file shall be considered his official file in grievance hearings.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

Definition of a Grievance: A grievance is a dispute between the Employer and the Union or a complaint by an Employee covered by this Agreement alleging that there is a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance with the following procedures, provided that nothing herein shall be construed as preventing an individual Employee from attempting to adjust a grievance with the Employer, provided that the Union shall have a right to be present at any meeting at which said adjustment is discussed unless the Employee requests that the Union not be present.

No written grievance shall be accepted and processed which is not filed within 20 working days after the Employee knew or had reasonable notice of the facts giving rise to the grievance. Failure to file a grievance within these time limits will operate to waive any claim of contract violation, and to bar the grievance from arbitration.

For the purpose of the grievance procedure, the time limits mentioned herein shall commence on the day after a grievance is presented or a response is given.

### **Step 1**

A. The Grievant shall discuss items he believes are grievances with his steward.

- B. The steward will discuss the potential grievance with the Department Director. The Grievant may request to be present.
  
- C. If the Employee, the steward and the Department Director cannot arrive at a mutually satisfactory settlement, the Employee may request the steward to file a written grievance with the Department Director. The Department Director shall give an answer in writing to the Union within five (5) working days of the receipt of the written grievance.

Step 2

- A. If no settlement is reached in Step 1, the matter may be appealed in writing within five (5) working days from the receipt of the Step 1 written answer from the supervisor. Upon receipt of the appeal, the Director of Human Resources or designee shall schedule a meeting between no more than three (3) representatives of the Union and no more than three (3) representatives of the Employer. The Employer shall inform the steward within five (5) working days of the date of the Step 2 meeting. This meeting shall take place within 15 working days from the date of the appeal to Step 2. A written response from the Employer must be submitted within five (5) working days after the Step 2 meeting.
  
- B. The Union representatives will be permitted to meet at a place designated by the Employer on the Employer's property for up to

one (1) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made. The Employer will give an answer in writing to the Employee and the Union President within five (5) working days after said meeting.

- C. The Union President or his representative shall be allowed reasonable time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer, provided the privilege is not abused. The Department or designee will grant her permission to leave his work for this purpose.

### Step 3: Mediation

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall, within 15 working days of receipt of the Step 2 response from the Employer, furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to arbitration. (If the grievance is not settled and if arbitration has not been demanded by the Union, such grievance shall be forever barred and extinguished.)
- B. Within 30 calendar days after receipt of the aforementioned notice by the Employer, the parties shall mutually select a mediator and schedule mediation. The parties and the mediator will attempt to resolve the dispute. If there is a fee

or other cost attributable to the mediator, the City may pay this expense or mediation may not occur.

If no such resolution has been reached within 90 calendar days after receipt of the aforementioned notice of desire to arbitrate, the Union shall, within 15 calendar days initiate procedures for the selection of an arbitrator as provided for by the American Arbitration Association.

#### Step 4: Arbitration

- A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.
  
- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement. The allegation by either the Employer or the Union that the other party exceeded a time limit, as described in Paragraph E below, shall be considered and a written decision rendered by the arbitrator in a separate proceeding prior to the commencement of the hearing on the merits.



- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses and its advocates.
- E. Any grievance for which a time limit is exceeded by the employer shall be deemed granted. Any grievance for which a time limit is exceeded by the Union or the grievant shall be deemed denied in its entirety and settled on that basis. The parties may, however, mutually agree in writing to extend any time limits set forth in the grievance procedure.

#### **ARTICLE 11: SENIORITY AND PROBATIONARY EMPLOYEES**

##### A. Probation

A new Employee shall be considered a probationary Employee for the first 180 consecutive calendar days of employment, excluding any time worked in other than full-time, regular employment. The probationary period may be extended by the Employer in lieu of dismissal for up to an additional 90 calendar days, with union concurrence. An Employee shall become a seniority Employee upon completion of the probationary period. Union seniority shall be designated from the Employee's most recent date of hire by the City.

Any approved leave time in excess of five (5) working days will extend the above probationary period in direct proportion to the leave time taken.

B. Benefits During Probation

During the probationary period, health care and dental benefits will be provided the first of the month following 90 days after the date of hire or as soon as feasible. Life, short-term and long-term disability insurance plus pension contributions are not provided during the probationary period for newly hired Employees. Those City paid benefits will be provided as of the first of the month following completion of the probationary period. However, if any former participant in the pension plan is re-employed, that Employee shall continue to participate in the pension plan as required by the City of Rochester Hills Group Pension Plan and the Internal Revenue Code.

Annual leave will begin accruing after 90 days of employment. Accrued Vacation will be credited after the completion of the probationary period.

C. Representation During Probation

The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1: Recognition of the

Agreement, except discharged and disciplined Employees for other than Union activity.

D. Rehired Employees

For hiring purposes, after other contract requirements have been met, first consideration will be shown to former Employees who apply for new or vacant positions. Such re-hired Employees, after serving the probationary period, shall have their former accrued City service time restored.

**ARTICLE 12: SERVICE TIME, SENIORITY AND SENIORITY LIST**

The City recognizes Union seniority and City service time. Union seniority is the length of time that an Employee is a member of this bargaining unit. City service time is the total length of time that person is a regular, full-time City Employee in any classification or job title.

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. The Employer will keep the seniority list up-to-date at all times and will provide the chapter Chairperson with up-to-date copies at least twice per year.

The seniority list shall be kept on an employer-wide basis in accordance with the Employee's bargaining unit seniority.

### **ARTICLE 13: LOSS OF SENIORITY**

- A. An Employee shall lose his Union seniority and have his employment separated if the Employee:
1. Quits or retires.
  2. Is discharged, and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
  3. Is absent for three (3) consecutive workdays without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send notification by certified mail to the Employee at his last known address that he has lost his seniority and he is considered a voluntary quit.
  4. Exceeds the maximum length of time on the recall list or does not return to work when recalled from a layoff as set forth in the recall procedure in Article 16: Layoff and Recall. In proper cases, exceptions may be made by the Employer.
  5. Does not return to work at the end of an approved leave without proper excuse, acceptable to the Employer.
  6. Does not return to work after 24 consecutive months of approved leave. In certain cases, exceptions may be made by the Employer.

B. Union seniority and City service time shall be retained but shall not continue to accrue if an Employee with one (1) year or more of seniority is laid off for more than one (1) year. (See Article. 16: Layoff and Recall)

C. An Employee's Union seniority shall be retained but shall not accrue if the Employee:

1. Accepts a position with the Employer out of the bargaining unit.
2. Is on an approved leave for more than 12 calendar months but less than 24 calendar months.

In these situations the Employee's City service time continues to accrue.

When an Employee returns to work in a bargaining unit position, accrual of union seniority will resume.

D. Concerning B and C above, return to a bargaining unit position may occur in the following manner:

1. By voluntarily seeking to fill a vacancy in a position within the bargaining unit, after consideration has first been given to qualified bargaining unit Employees but before former Employees who apply for new or vacant positions, or;

2. By bumping back into the bargaining unit in the event of a layoff outside of the bargaining unit. This bumping right is limited to classifications at or below the last classification held in the bargaining unit by the laid off Employee.

#### **ARTICLE 14: SHIFT AND WORK WEEK PREFERENCE**

##### A. Shift Preference

In a case in which work in one (1) classification is done on more than one shift and an opening occurs in that classification, shift preference shall operate by seniority within classification and only among present employees in that classification in that Department.

##### B. Work Week Preference

In the event of change in the customary work week, work week preference shall operate by seniority within the classification in that Department.

#### **ARTICLE 15: SENIORITY LIST OF STEWARDS AND OFFICERS**

Notwithstanding their position on the seniority list stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform. This preference shall apply only to the last employee

designated by the Union as steward regarding whom a written notification to the Employer was received by the Employer prior to issuance of any notice of layoff.

Notwithstanding their position on the seniority list, the chapter Chairperson, or Vice-Chairperson if there is no chapter Chairperson, shall, in the event of a layoff and recall be retained in his respective shift, location and classification. In the event that the shift, location or classification is eliminated and a dispute should arise as to where the chapter Chairperson (or Vice-Chairperson in the event there is not chapter Chairperson) shall be assigned, the dispute shall be a proper subject for a special conference as described in Article 6 of this Agreement.

#### **ARTICLE 16: LAYOFF AND RECALL**

##### A. Layoff

The word “layoff” means a reduction in the working force. If a layoff becomes necessary, the following procedure will be mandatory:

Layoff shall be made within the affected classification(s) in the affected Department(s). Such reduction will be made in the first instance by terminating temporary employees; then probationary employees within the affected classification(s) in the affected Department(s). If a further reduction in the work force is required, such reduction in the case of seniority employees will

be made in inverse order of seniority within the affected classification(s) in the affected Department(s).

When an employee is laid off for an indefinite period of time, or the initial layoff extends beyond the period of five (5) working days due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump or replace an employee with less seniority. The layoff and bumping procedures will operate as follow:

An employee may bump down to previously held classifications or a lesser classification for which the employee is qualified. Employees to be laid off for an indefinite period of time will be given as much advance notice as practical under the circumstances, but in no event less than 10 working days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

For purposes of Article 17: Promotions and Transfers, a laid-off employee shall be considered as still employed for bidding on any posted vacancy. A laid-off employee does not lose his seniority unless he fails to return to work when recalled as specified in Article 12: Loss of Seniority, Paragraph 4, and continues to accumulate seniority for up to one (1) year during the period of the layoff. Employer paid health insurance benefits cease at the end of the calendar month following the month in which the layoff occurs (subject to



COBRA continuation provisions). Life insurance and disability coverages end as of the effective date of layoff.

B. Recall

When the work force is increased or openings occur in any department while there are employees on layoff, employees will be recalled according to inverse order of their having been laid off, providing they have the current ability to do the available work. A laid-off employee will remain on the recall list for a period of time equivalent to the length of his seniority. A laid-off employee with more than two (2) years seniority will be removed from the recall list at the end of the two (2) years, unless he informs the Employer in writing within 30 calendar days after the expiration of that two year period that he wants to remain on the recall list.

Further, such employee must inform the Employer in this manner within 30 calendar days after each anniversary of the expiration of that two (2) year period that he wants to remain on the recall list until the expiration of the period of time equivalent to the length of his seniority. If an employee is laid off, it will be his responsibility to register with the Employer his address and any change of address for the purpose of the Article. Notice of recall shall be sent to the employee at the last address registered with the Employer by certified mail. If the employee fails to report his intent to report for work

within seven (7) working days after delivery of notice of recall to the post office, he shall be considered a quit.

When the work force is increased or openings occur in any department, probationary employees who are terminated due to a reduction in the work force will be considered for rehire for the period of time equal to their time served as a probationary employee, providing: Laid-off seniority employees are determined not to be eligible for the available position(s) and the probationary employees have the current ability to do the work required in the position(s).

## **ARTICLE 17: PROMOTIONS AND TRANSFERS**

### A. Posting Procedures

Any time there is a vacancy which has been determined to be filled in a bargaining unit position, or a new position is created, the position shall be posted for five (5) working days and filled within 60 working days after the completion of the posting period. Notice of postings for new job creations and vacancies will be sent to the Chapter Chairperson of the Union. Any bargaining unit member who meets the minimum qualifications of the posting shall be eligible to apply for said position. To apply for said position, an employee must submit a written application to the Director of Human Resources. The position shall be granted to the most-qualified employee. If

there are not qualified applicants from the bargaining unit, the position shall be open to outside hire. If the position is not filled with a qualified outside hire within six (6) months, the position shall be re-posted or eliminated. If there are subsequent vacancies in the same classification during the six (6) month period after the completion of the posting period, the City is not required to re-post the vacancy and may rely on the initial list of qualified applicants.

A bargaining unit employee who is denied a position will be promptly given reason(s) for denial in writing.

B. Trial/Exclusion Periods

The employee who is granted the position shall be given a 90 calendar day trial period to determine his ability to perform the job. During the first 45 calendar days of the trial period, the employee shall have the opportunity to revert back to his former position.

Any person who has been in his present position for less than 12 months prior to the posting may be excluded from consideration if the new position represents a transfer within the same classification. This procedure will not apply to promotions or reclassifications. Any employee who receives a promotion or a transfer and voluntarily reverts back to his former position may be excluded from consideration for a new position for nine (9) months from the date the employee elects to return to his former position.

Any time after 30 calendar days during the trial period, if the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee will be returned to his original position. If the employee is unsatisfactory in the new position, notice and reason(s) shall be submitted in writing to the Union by the Employer, with a copy to the employee.

C. Employee Notification

Any bargaining unit member wishing to be considered for a new position that may become available while he is on vacation will be considered for that position provided the employee, at least 10 working days prior to his departure, designates in writing to the Director of Human Resources for the position or positions for which the employee wants to be considered.

If testing is required for any position within the City, this fact will be noted on the posting and shall be consistent.

In the event that there are two (2) or more employees who are determined to be equally most-qualified, the position will be awarded to the most-senior employee.

Except as noted, all procedures contained within this Article apply to both promotions and transfers.

**ARTICLE 18: LEAVES WITH PAY**

A. Annual Leave

Annual leave begins accruing after 90 days of employment. All regular, full-time seniority Employees shall accrue four (4) hours of Annual Leave each pay period to a maximum of 13 annual days per calendar year.

1. Within two (2) weeks of the end of the first pay period in June of each calendar year the following will occur:
  - a. Employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum of 48 hours.
  - b. Employees will be paid 100% of their straight time hourly wage for any unused Annual Leave time in excess of 48 Annual Leave hours.
  
2. In order to take an Annual Leave day, an Employee should notify his Department at least 24 hours in advance of the commencement of the time off for approval and, in any event, the Employee must notify his Department by the start of his shift on the day on which he wishes to take Annual Leave.

Such notification shall be in a reasonable manner as specified by the Mayor or Mayor's designee of the City of Rochester Hills. Likewise, if an Employee must leave work because of an illness, the Employee shall

properly notify supervision in a reasonable manner as prescribed by the Mayor or Mayor's designee. Annual Leave time will be charged out at a minimum of no less than one (1) hour.

3. When utilizing Annual Leave time, the Employee shall consider the efficient operation of the Department concerned. The Employer will not unreasonably deny approval or discipline Employees regarding the utilization of Annual Leave time as long as such Annual Leave time is utilized in accordance with this Article.

B. Funeral Leave

1. Immediate Family

A seniority employee shall be allowed up to five (5) working days with pay for scheduled work time to attend the funeral or funeral-related activities for a death in the immediate. Immediate family is defined as follows: the employee's mother, father, wife or husband, son, daughter, or member of employee's household.

2. Close Family

A seniority employee shall be allowed up to three (3) working days with pay for scheduled work time to attend the funeral or funeral-related activities for a death in the close family. Close family is defined as follows: mother or father of present spouse and the employee's brothers, sisters, grandparents or grandchildren. If the funeral service

for the immediate or close family member is held at a place more than 300 miles from the City of Rochester Hills, the employee's Department Director, or designee may allow additional one (1) or two (2) working days with pay to attend the funeral or funeral-related activities.

3. Friend or Relative

A seniority employee shall be allowed up to one (1) funeral leave day with pay once per calendar year to attend the funeral or funeral related activities for the death of a friend or relative not otherwise designated in this provision.

Paid funeral leave shall not be deducted from annual time. Verification of relationship and proof of attendance at the funeral or funeral-related activities, satisfactory to the Employer, may be required.

C. Jury Duty

The Employer shall pay employees who are summoned for and serve jury duty their straight time wage for their regularly scheduled workdays to a maximum of eight (8) hours per day during their active period of jury duty. Employees may retain other compensation received for jury service. Proof of jury service may be required.

Employees summoned for jury duty must notify their supervisors as soon as possible and keep their supervisors apprised of their need for continuing time-

off for jury duty. Also, they must report to work on any work day they are not actively serving jury duty as well as any work day sufficient time remains for the employee to return to productive work following release from jury service.

D. Union Business

1. Conventions: Members of the Union may attend a State or Council convention of the American Federation of State, County and Municipal Employees, at their own cost and expense, without loss of pay or time, provided that the maximum number of working days allowed for such purpose for all members of the Union collectively shall not exceed five (5) days in any one (1) contract year. Not more than two (2) members of the Union may attend the Bi-Annual International Convention of the American Federation of State, County and Municipal Employees, at their own cost and expense without loss of time or pay; provided, however, the total amount of time to be allowed for the members of the Union shall not exceed ten (10) days in any contract year. (Proof of attendance shall be given within five (5) days of return to Employer.)
  
2. Conferences: Members of the Union elected to attend an official function of the International Union or A.F.S.C.M.E. Council such as conferences, meetings, etc. shall be allowed time off without loss of pay, not to exceed one-half (1/2) day per month and twelve (12) days in three



(3) years. (Proof of attendance shall be given within five (5) days of return to Employer.

3. Bargaining Team: The Union bargaining team will consist of up to four (4) members plus one (1) legal or union representative, and in the event they wish to bring a consultant or advisor to the meeting, they shall so advise the other party at least 24 hours in advance. The Union members of the bargaining team will be allowed a total of 64 hours of paid release time for contract negotiation preparation in the eight (8) weeks prior to the commencement of negotiations.

### **ARTICLE 19: MILITARY LEAVES OF ABSENCE**

An Employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and/or any other applicable laws then effective.

Such Leaves of absence shall also be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the Employee's receipt of his orders or schedules.

Military Leave Pay: Employees on military leave of absence who are drafted or called to full-time active service will be paid the difference between their military pay and their straight-time wage for their regularly-scheduled work days for periods not to exceed 24 weeks in any 24 month period provided proof of pay is submitted. This paragraph does not apply to a voluntary military enlistment or a voluntary extension of active duty.

Employees on military leave of absence for routine training or military exercises, who are in the Armed Forces Reserve or the National Guard will be paid the difference between their military pay and their straight-time wage for their regularly scheduled work days for periods not to exceed two (2) weeks in any twelve month period provided proof of pay is submitted.

For military leaves of absence, the Employer will pay a maximum of 24 weeks pay per Employee in any 24-month period.

## **ARTICLE 20: EXTENDED ILLNESS AND LEAVES WITHOUT PAY**

### A. Extended Illness Leave

An extended illness leave may be granted for a period up to 24 months provided the employee is receiving City sponsored disability or workers' compensation benefits.

The Employer shall continue to pay medical insurance premiums during an extended illness leave for a maximum of 12 months, provided the Employee is receiving City sponsored disability benefits or 18 months provided the Employee is receiving workers' compensation benefits, subject to insurance and COBRA/PHSA requirements.

An employee who has taken a previous extended illness leave is eligible to receive paid medical insurance for a maximum of 12 months [or 18 months for workers' compensation], minus the length of time that the employee received paid medical insurance for an extended illness during the 12 month period [or 18 months for workers' compensation] immediately preceding the beginning of the new leave.

B. Emergency Leave

Emergency personal leaves of absence may be granted for up to 30 days without loss of seniority or insurance benefits, but with the loss of wages and disability coverage for unpaid time. The purpose of emergency personal leaves is to provide time off for serious matters that arise without notice. An employee will request emergency leave prior to the start of the next shift or as soon as possible. The Employer will promptly inform the employee as to whether the emergency leave will be granted and the duration of the leave. When an emergency leave of absence is granted, the employee will have the option to utilize annual leave time or vacation time but must use available paid time for

the first five (5) days of the emergency leave. Upon completion of the emergency leave, the employee will be returned to his former position.

C. Other Leaves

Leaves of Absence for periods of time as follows may be granted for:

1. Care Giver Leave: Allowing an Employee to care for a member of their immediate or close family up to 60 calendar days; renewable. Verification of the need for such care may be required by the Employer. FMLA provisions may apply.
2. Elected Official Leave: Serving in an elected position (public or union). Duration of term not to exceed two (2) years.
3. Union Official Leave: Serving in an appointed position with the Council or International Union. Duration of term not to exceed two (2) years.
4. Personal Leave: Up to 30 calendar days; renewable.
5. Education Leave: Up to six (6) months; renewable.
6. Military Leaves of Absence –See Article 17.

D. Benefits During Leaves of Absence

1. Accruals

Annual and vacation time will not be accrued for any pay period during which the employee received no payroll check. Seniority is frozen after

12 continuous months of unpaid leave of absence; however, seniority shall continue to accrue for extended illness/injury leaves or in FMLA qualifying situations, or as otherwise provided for in this Agreement. All accrued vacation leave must be exhausted before the commencement of an unpaid leave.

2. Insurance Continuation

- a. Except for extended illness/injury leaves, military leaves or in FMLA qualifying situations, or as otherwise provided in this Agreement, employer-paid health, life and disability insurance contributions cease as of the first of the month following one full calendar month in which the employee has received no payroll check, subject to COBRA/PHSA continuation provisions or as otherwise provided for in this Agreement.
- b. Except for extended illness/injury leaves, or in FMLA qualifying situations, or as otherwise provided in this Agreement (see, for example Article 10: Seniority and Probationary Employees and Article 29: Insurance), life insurance, STD and LTD may be continued at the employee's expense for a maximum of three (3) months following the last day worked.

3. Pension

Pension contributions are based on earnings and cease as of the first pay period for which no payroll check is received, except as otherwise provided by law or in this Agreement.

E. Return from Unpaid Leave of Absence

To return from an unpaid leave of absence for medical reasons, an employee must provide a statement from a physician that releases the employee to come back to work.

Except as provided in Paragraph B of this Article, upon return from an unpaid leave of absence, an employee shall be reinstated to a position in his job classification provided an employee with more seniority is not displaced.

F. FMLA and ADA

All rights and responsibilities granted under this contract are not meant to conflict with the rights and responsibilities granted under the Family Medical Leave Act ("FMLA"). In fact, whenever an employee uses any leave granted under this contract for purposes defined under the FMLA, that employee will be required to use FMLA concurrently with that leave up to the 12 weeks per year granted under the Act (the employee must use available Vacation Leave and must use Annual Leave to a balance of 48 hours before utilizing unpaid leave time under FMLA). Employees who exhaust FMLA may request and may be granted additional leave as provided for in this Article.

In addition, the Employer supports the lawful implementation of the Americans With Disabilities Act ("ADA") and the Michigan Persons with Disabilities Civil Rights Act.

#### **ARTICLE 21: TEMPORARY EMPLOYEES**

- A. Temporary employees shall be defined as those employees hired on a temporary basis to work full time in a bargaining unit.
- B. Temporary employees will not be hired to regularly fill any job vacancy, but will be used to supplement the regular work force.
- C. Temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than rate of pay.
- D. Temporary employees shall not be worked overtime in place of full-time employees.

#### **ARTICLE 22: WORKING HOURS, PREMIUMS AND ALLOWANCES**

- A. Shift & Workweek: An employee will be guaranteed a regular shift consisting of eight (8) hours per day, plus one (1) unpaid lunch period. A regularly scheduled week shall not exceed 40 hours for all personnel.

- B. Break Periods: Employees may take a "coffee break" in the A.M. and a "coffee break" in the P.M. (not to exceed 15 minutes each) or the first half and second half of their regular shift, whichever may apply.
- C. Meal Allowance: Any employee required to work more than two (2) hours past their shift, or more than four (4) consecutive hours on a call-in basis, shall receive a meal allowance up to 10 dollars. Every four (4) consecutive hours thereafter, the employee will again receive a meal allowance up to 10 dollars. The employee will be granted reasonable time to consume the meal and will provide receipts for reimbursement.
- D. Minimum Pay Provisions: An employee shall receive a minimum of four (4) hours pay for work on holidays, the seventh day of the work week or work beginning after one (1) a.m. A minimum of two (2) hours pay for work beginning at any other time during the work week at the rate of pay as stated in this Article when required to either (1) return to work after leaving at the end of their shift or (2) report to work on a day other than their regular work day. If under these circumstances, one or more members of AFSCME Local 2491 are also called in, the employee will be paid for the same minimum time worked as is received by the Local 2491 members.
- E. Overtime



1. If in the judgment of management there exists an emergency or operational difficulty that requires overtime work, supervision may assign overtime as needed and the employees assigned the overtime shall work it.
  2. Any hours worked other than the regular shift will be paid at the rate of time and one-half, except as provided below, providing the employee has not been absent without leaving during the week.
  3. Double time will be paid for work performed on the seventh day of the work week and holidays and for work after 10 hours continuously on the same shift.
- F. Shift Premium: The Employer will pay a shift premium of \$0.50 per hour for all hours worked during any shift which regularly commences between 3:00 P.M. and 5:30 A.M. the following day.

### **ARTICLE 23: COMPENSATORY TIME**

Compensatory time is permitted in lieu of overtime payment in cash under the following agreement:

- A. Authorization: As with all overtime work, except emergency situations, all compensatory time worked shall have prior approval by the appropriate Department Director.

- B. Accrual Rate: Any hours worked beyond eight (8) hours in a work shift, or during the sixth day of the workweek will be compensated at the rate of one and one-half (1&½) hours for each additional hour worked. Any hours worked beyond ten (10) hours in a work shift or during the seventh day of the workweek will be compensated at the rate of two (2) hours for each additional hour worked.
- C. Maximum Accrual: Employees shall accumulate no more than 80 hours of compensatory time at any one time during the calendar year.
- D. Accrual Record: Compensatory hours earned will be recorded each pay period, as well as the compensatory hours used. An official record of the hours earned during that pay period, the hours used during that same pay period and the resulting maximum number of hours remaining to date will be indicated on that official record. Those employees having current compensatory time on the record will be provided with a copy of that information each payday.

Compensatory time is accrued and recorded at the appropriate time-and-one-half or double time rate. Accrued comp time is the total number of hours available, no matter at what rate they were earned. Employees are allowed to accrue (or exceed a balance of) no more than 80 hours of comp time at any one time during the calendar year. All overtime earned in excess of the maximum comp time allowed must be paid at the appropriate overtime rate.

E. Use of Compensatory Time: To use compensatory time, an employee must request and receive prior approval from the appropriate Department director or designee. The employee will consider the efficient operation of the Department when requesting the use of compensatory time and the employee shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the City or the Department.

Compensatory time will be charged out at a minimum of not less than a one (1) hour increment.

F. Payment of Compensatory Time: All compensatory time earned but not used as of the end of the fiscal year (December 31<sup>st</sup>) shall be paid to the employee by the second pay period of the new year. The wage rate used in the computation will be that rate in effect at the time of payment. No compensatory time shall be carried forward from one fiscal year to the next.

#### **ARTICLE 24: HOLIDAY PROVISIONS**

Employees will be paid their current rate based on a regular day for certain designated holidays:

New Year's Day

Labor Day

M. L. King Jr. Holiday

Thanksgiving Day

Presidents Day

Day after Thanksgiving

Good Friday  
Memorial Day  
Fourth of July

Christmas Eve  
Christmas Day  
New Year's Eve

#### **ARTICLE 25: CLOTHING ALLOWANCE**

Suitable clothing will be furnished for inclement weather for all Departments. Suitable boots or footwear, as needed, will also be provided for all employees required to work in wet or muddy conditions. The Employer shall also provide employees who supply their own work clothes with a clothing allowance of \$575.00 per calendar year. Employees who are furnished uniforms by the Employer will receive \$288.00 per calendar year. These amounts will be included in the employees' regular paychecks and paid each January.

Any employee who is newly hired, promoted into a represented classification or on a leave from work for more than 30 calendar days shall have the clothing allowance prorated accordingly.

#### **ARTICLE 26: VACATIONS**

A. Vacation Accrual: An employee will accrue vacation with pay equally each pay period in accordance with the following schedule. Accrued vacation will be credited after the completion of the probationary period.

<u>Length of Service</u>	<u>Maximum Vacation</u>
Date of hire through five (5) years of service.	Ten (10 working days vacation per year
Five (5) years and one day of service through eleven (11) years of service	Fifteen (15) working days vacation per year
Eleven (11) years and one day of service through fifteen (15) years of service	Twenty (20) working days vacation per year
Fifteen (15) years and one day of service through eighteen (18) years of service	Twenty-three (23) working days vacation per year
Eighteen (18) years and one day of service and more	Twenty-five (25) working days vacation per year

**Employees who enter the unit (as a new City hire) after January 1, 2011 shall be subject to the following:**

Vacation Accrual: An employee will accrue vacation with pay equally each pay period in accordance with the following schedule. Accrued vacation will be credited after the completion of the probationary period.

<u>Length of Service</u>	<u>Maximum Vacation</u>
Date of hire through five (5) years of service	Ten (10) working days vacation per

**Length of Service**

**Maximum Vacation**

Five (5) years and one day of service through eleven (11) years of service

year

Fifteen (15) working days vacation per year

Eleven (11) years and one day of service through fifteen (15) years of service

Seventeen (17) working days vacation per year

Fifteen (15) years and one day of service and more

Twenty (20) working days vacation per year

- B. Use of Vacation: Vacation with pay must be taken either during the year in which the Vacation days were accrued, or during the year immediately following that in which the Vacation day were accrued.
- C. Payment in Lieu of Vacation: Employees who are entitled to a third, fourth or fifth week of Vacation may receive payment in lieu of Vacation for those Vacation periods if, at the discretion of the Employer, a Vacation cannot be granted. These employees will be notified within ten (10) days of their request for the third, fourth and/or fifth weeks of Vacation whether it will be granted in the form of Vacation or payment in lieu of Vacation.

- D. Vacation Approval: Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned.
- E. Rescheduled Vacation: If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- F. Paycheck Advance: If a regular pay day falls during an employee's vacation, and an employee desires to receive his paycheck in advance, he must make a request for his paycheck during the pay period prior to the beginning of the pay period in which he desires to receive the paycheck.

#### **ARTICLE 27: RATES FOR NEW JOBS AND RECLASSIFICATION**

- A. New Jobs/Classifications: When a new job and/or shift is created and cannot be properly placed in an existing Union classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the job description and the rate are proper, they shall be subject to negotiations.

B. Employee Reclassification: In the event that the responsibilities and duties of any given position increase during the time that one individual employee holds that position, but the nature of the work performed within the position remains essentially the same, then that position may be reclassified upward and shall be retained by that same employee. This provision shall not be abused so as to deny a promotional opportunity to an employee with identical or greater qualifications but more seniority. The Union shall be consulted before any such reclassification is put into effect.

B. Payment for Work in Higher Classification(s): When a position is vacant as a result of a promotion, leave, resignation, etc., and where it is impractical to redistribute the duties of the employee on leave, a Department Director may request that a present employee from that department in a lower classification, temporarily assume the duties of the employee on leave. During that time, the employee filling in will receive a salary at the base of the higher-level classification, except in the instance where this would result in a decrease in salary, in which case the employee would be placed at the lowest salary step which would result in an increase. In order to be eligible for this temporary change of rate, the employee temporarily filling in must assume all of the duties of the higher-level position. Payment shall not be made to an



employee unless the temporary re-assignment extends to ten (10) consecutive working days. Once the tenth consecutive work day has been completed, the City will authorize payment retroactively to the first day of the temporary assignment.

#### **ARTICLE 28: SAFETY AND RISK MANAGEMENT COMMITTEE**

The Safety Committee of employees and the Employer's representatives will be maintained and will include at least one representative from this bargaining unit and shall meet during regular daytime working hours for the purpose of making recommendations to the Employer.

#### **ARTICLE 29: INSURANCE**

The Employer will provide each full-time employee with certain choices as indicated on the flexible benefit menu. The employer will pay the premium for insurance coverage contained in this Article, to the extent required by this Agreement; but does not guarantee the payment or availability of the benefits which are subject to legal and carrier requirements. The following benefits are effective January 1, 2012, or as soon as implemented by the City. Insurance-related benefits set forth in the previous Agreement between the parties apply until that time.

If an employee is married to another City employee, one must enroll as the primary and one must enroll as the dependent.

**A. CORE BENEFITS**

**1. Core Health Insurance Benefit**

**Health Alliance Plan** with: prescription drugs \$10 generic/\$20 formulary/\$40 non-formulary; office visit \$15; urgent care \$35; emergency room \$75; co-insurance 75% maximum \$1,000 single/\$2,000 two-person or family.

**2. Delta Dental PPO Plan:**

100% Class I Preventive Care

75% Class II Restorative Care

50% Class III Prosthodontic Care

**3. NVA Vision Plan:** including \$5.00 examination co-pay and \$7.50 co-pay frames and lenses once every 12 months within specified limits; medically necessary or elective contact lenses within specified limits. This coverage is not available if enrolled in core HAP or optional HAP plans.

**4.** Short-term disability insurance, which shall provide 66 2/3% of the disabled employee's base wage income provided by Employer, to a maximum of \$1,000 dollars per week, beginning

the first day in case of an accident and the eighth day in case of illness. A disabled employee is eligible for short-term disability up to a maximum of 180 days after the accident or the commencement of the illness.

A partial disability benefit that supplements work earnings to an amount not to exceed 100% of covered pre-disability income, minus applicable off-sets, will be provided when the employee is able to work while disabled.

5. Long-term disability insurance which shall provide 60% of the disabled employee's base wage income provided by the Employer to a maximum of \$4,000 per month, beginning with the 181st day of disability and ending on the earlier of the date the person is no longer considered disabled by the insurance carrier or when the Maximum Benefit Period is reached. The maximum benefit period is described in the City's Group Disability Insurance Certificate.

The City will pay the applicable premiums for LTD insurance, however, the employee will be responsible for income tax on the value of those premiums, so that any benefits to the employee

will not be subject to income taxes as permitted by applicable income tax rules.

6. Term life insurance coverage with a benefit equal to the nearest \$1,000 increment, greater than the employee's base wage, to a maximum of \$60,000 (the premium on a benefit in excess of \$50,000 is taxable to the employee per Internal Revenue Code Section 70).
7. Accidental Death and Disability Insurance coverage to a maximum of \$50,000.
8. Dependent eligibility for health care will end as of the month following age 26.

**B. FLEXIBLE BENEFIT OPTIONS**

In addition to the Core offerings, there are several Optional Benefits that offer some alternative(s) to the Core benefits. These Options may result in no additional cost to the employee, may come with a cash rebate, or may require additional cost to be paid by the employee. These Options are:

1. **At no additional cost to the employee:**

- a. **Medicare.** Consistent with Medicare secondary payer laws, the appropriate Medicare supplemental coverage in the event that Medicare becomes the primary payer for an active employee or an employee's spouse or beneficiary. The Employer reserves the right to adjust all health care coverages to reasonably respond to changes in Medicare or other government programs.
  
- c. **Cash Rebate.** Employees who receive health or dental insurance have the option to be paid \$215.00 per month if they elect not to receive health insurance from the Employer, and \$18.00 per month if they elect not to receive the dental insurance provided by the Employer. Proof of alternate insurance will be required to receive payment in lieu of coverage. Eligible employees may elect to switch from payment to coverage or vice versa no more than once a year (during the open enrollment period) with the exception of an emergency situation such as involuntary loss of coverage under which circumstances the employee's coverage will be reinstated as soon as permitted by the insurance carrier. If in such an emergency situation, the employee purchases benefits

pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employer will reimburse the employee for the cost of this COBRA coverage until the employee can obtain coverage through the Employer's health and dental plans.

2. **Additional cost to be paid by the employee:**

Employees selecting one of the optional health insurance plans set forth below (Option A, B or C) shall pay the difference in cost between the core health insurance plan and the cost of the optional plan selected. The employee's contribution shall be paid through payroll deduction.

- a. **Option A - Blue Cross/Blue Shield of Michigan Community Blue Option 4**, \$500 single deductible; \$1000 two-person and family deductible; 80% coinsurance maximum \$1,500 single/\$3,000 two-person and family deductible; prescription drugs \$15 generic/\$30 formulary/\$60 non-formulary; office visit \$20; urgent care \$20; emergency room \$100.

- a. **Option B – Health Alliance Plan** with: prescription drugs \$10 generic/\$20 formulary/\$40 non-formulary; office visit \$15; urgent care \$35; emergency room \$75.
- b. **Option C – Blue Care Network – BCN 10** with: prescription drugs \$10 generic/\$20 formulary/\$40 non-formulary; office visit \$15; urgent care \$35; emergency room \$75; co-insurance 75% maximum \$1,000 single/\$2,000 two-person or family.
- c. **Supplemental Life Insurance**
- d. **Long-term Disability Option B**
- e. **Flexible (Sec. 125) Plan Options**
  - 1. Uninsured Health Care Reimbursement Account to a maximum pre-tax payroll deduction of \$3,000 per year. (Effective January 1, 2012 - \$2,500 per year.)
  - 2. Dependent Care Reimbursement Account.
  - 3. Pre-tax payment for employee premiums.

C. **RETIREE HEALTH INSURANCE**

An employee who retires from the City (Retired Employee) may elect to continue Health Insurance, as may be in effect, at group rates, for the Retired Employee and his/her Spouse and/or Dependent(s) under the

City's Retiree Health Benefit Program.<sup>1</sup> The following is a summary of the terms and conditions that apply to this program as of the effective date of this Agreement.

1. On the date of retirement, the retired employee must have attained a minimum of 55 years of age and five (5) years of service.
2. Health Insurance, as used herein shall mean medical, vision, prescription, and/or dental insurance that may be offered by the City's group insurance carriers to the Retired Employee and his/her spouse and/or dependent(s) at the date of retirement.
3. Spouse and Dependant(s), as used herein, shall mean the Retired Employee's spouse and dependent(s) as may be eligible for Health Insurance as of the date of retirement, under the terms and conditions of an applicable group Health Insurance plan.
4. The Retired employee, his/her spouse and/or dependant(s) will not be eligible for the City's group Health Insurance if the retiree fails to enroll within 45 days of retirement.

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<sup>1</sup> The right to purchase health insurance as may be in effect at group rates does not apply to retirees who were hired after December 31, 2010, their spouses and/or dependents or employees who retire and are receiving or are eligible to receive Medicare after December 31, 2010, their spouses and dependents.



5. Those employees who meet eligibility requirements for the City's Supplemental Retiree Health Benefit as of January 1, 2001 shall receive an amount established as of that date toward applicable health insurance premiums upon retirement. Applicable health insurance premiums may include the City sponsored health care plans or the reimbursement of individual Medicare advantage plans.
6. Once any Supplemental Benefit is applied, the balance of all premiums for group health insurance must be paid from the retiree's Retiree Health Care Funding Plan (RHS) account or by the retired employee or surviving spouse to the City one month in advance of the City's regular monthly premium due date, at group rates as may be established by the applicable insurance carriers.
7. Depending on availability, medical plans for retirees under age 65 will be comparable to one or more medical plan options available to active employees. However, prescription plans and co-pays may differ from those available to active employees.
8. Retirees under age 65 who enroll in HAP must utilize their RHS account or Supplemental Benefit to fund at least 50% of monthly

premium costs and must switch to a Blue Cross Blue Shield retiree plan at the next enrollment period when their remaining Retiree Health Benefit Program funds are insufficient to meet the 50% requirement.

9. Once eligible for Medicare, retired employees, their spouses and dependents will no longer be eligible to purchase medical insurance at City group rates.
  
10. The continuation of Health Insurance for the Retired Employee's Spouse and/or Dependent(s) is conditioned upon the Retired Employee's election to continue Health Insurance at the time of retirement and, after election, may be continued for the Retired Employee's Spouse and/or Dependent(s) until such time as the Retired Employee ceases to participate in the Health Insurance, through non-payment of premiums, loss of eligibility for coverage or otherwise subject to the following exception: if the Retired Employee dies leaving a surviving Spouse who was covered on the date of retirement, that surviving Spouse may continue Health Insurance subject to terms and conditions specified in the City's Retiree Health Benefit Program. Qualified dependents (generally dependents under 18 or 24 years of age if a

full-time student) may receive Health Insurance only during the life of the surviving spouse.

11. No Retired Employee, Spouse and/or Dependent(s) has the right to require the City to continue to offer any particular Health Insurance after the Employee's retirement for any particular duration, it being expressly acknowledged and understood that Health Insurance, as may be offered to the Retired Employee, Spouse and/or Dependent(s) at the date of the employee's retirement may be thereafter modified, amended, suspended or terminated by the City, and that the premium costs for health insurance may change at any time.
12. The Retired Employee, Spouse and/or Dependent(s) shall be entitled to any rights as may be afforded under COBRA, in accordance with applicable federal law, and the City makes no promises or guarantees in connection therewith.

D. WELLNESS PROGRAM

Bargaining unit employees may participate in any Employer-sponsored health and wellness program under the same terms and conditions that apply to other City employees.

### **ARTICLE 30: WORKERS' COMPENSATION**

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. In addition, each employee will be provided with paid health insurance coverage for 18 months after the injury if the employee is simultaneously receiving Workers' Compensation income. While receiving Workers' Compensation Benefits, Vacation and Annual Leave may not be used and will not accrue.

### **ARTICLE 31: RATIFICATION AND TERMINATION**

This Agreement shall be effective January 1, 2011 through December 31, 2013.

This Agreement shall remain in full force and effect except as provided below until December 31, 2013 and thereafter shall automatically be renewed from year to year unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action of such ratification shall be taken.

### **ARTICLE 32: SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

A special conference shall be held within ten (10) working days with the employee affected by this provision to discuss the provision in question that may be invalid.

### **ARTICLE 33: MAINTENANCE OF STANDARDS**

It is the intent of the Employer to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve whenever and wherever possible.

**ARTICLE 34: ZIPPER CLAUSE**

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement except with regard to the creation of new classifications, as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision modifications to this contract can be made by the mutual agreement of both parties.

Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

## APPENDIX A: WAGES

### 1. Annual Adjustments

There will be no across the board wage adjustment through December 15, 2013

Step increases are subject to documented satisfactory performance.

After the current employees leave the classifications of General Superintendent and General Forman, these classifications will be changed from hourly paid to exempt, salaried classifications with the compensation related to the change to exempt status to be negotiated at that time. All other classifications remain hourly.

### 2. Longevity

In addition, a premium hourly wage will be paid to all employees who have completed at least five (5) years of service with the Employer. Those employees will be paid an hourly wage which is greater than the prevailing wage rate by the following percentages:

After 5 Years of Service	1 + ½ %
After 8 Years of Service	3 + ½ %
After 11 Years of Service	4 %
After 14 Years of Service	4 + ½ %
After 17 Years of Service	5 + ½ %

**Employees who enter the unit (as a new City hire) after January 1, 2011 shall receive the following longevity payments:**

After 5 years of service	\$ 500
After 10 years of service	\$1,000
After 15 years of service	\$1,500
After 20 years of service	\$2,000
After 25 years of service	\$2,500

Employees who enter the unit (as a promotee from another City position) after January 1, 2011, shall receive longevity payments in accordance with the longevity schedule applicable to the employee in his/her prior position.

3. Pay Grades

<u>Classification/Position Title</u>	<u>Pay Grade</u>
Parks Maintenance Supervisor	S1
Facilities Operations Manager	S2
Supervisor of Inspection Services	S2
Supervisor of Ordinance Services	S2
Supervisor of Interpretive Services	S3
Parks Operations Manager	S3
Forestry Operations Manager	S3
Fleet Manager	S4



General Foreman	S6
General Foreman	S6
General Superintendent	S7

4. Wage Tables:

**Effective 12/20/2010 thru 12/15 /2013**  
 (for Employees Hired before 1/1/2011)

<u>GRADE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<b>S1</b>	\$55,022	\$59,070	\$63,113	\$67,155	\$71,203
Hourly	\$26.453	\$28.399	\$30.343	\$32.286	\$34.232
<b>S2</b>	\$57,778	\$62,021	\$66,269	\$70,516	\$74,761
Hourly	\$27.778	\$29.818	\$31.860	\$33.902	\$35.943
<b>S3</b>	\$60,663	\$65,123	\$69,582	\$74,040	\$78,501
Hourly	\$29.165	\$31.309	\$33.453	\$35.596	\$37.741
<b>S4</b>	\$63,698	\$68,378	\$73,062	\$77,744	\$82,426
Hourly	\$30.624	\$32.874	\$35.126	\$37.377	\$39.628
<b>S5</b>	\$66,880	\$71,797	\$76,717	\$81,630	\$86,545
Hourly	\$32.154	\$34.518	\$36.883	\$39.245	\$41.608
<b>S6</b>	\$70,225	\$75,390	\$80,552	\$85,713	\$90,875
Hourly	\$33.762	\$36.245	\$38.727	\$41.208	\$43.690
<b>S7</b>	\$73,740	\$79,159	\$84,579	\$89,997	\$95,418
Hourly	\$35.452	\$38.057	\$40.663	\$43.268	\$45.874

Employees who enter the unit (through promotion or new hire) after January 1, 2011 shall be placed on a new wage table which provides a wage rate 5% below existing wage rates for each classification pay grade and step.

**Effective 12/20/2010 thru 12/15 /2013**  
(Less 5% for Employees Hired After 1/1/2011)

<b><u>GRADE</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>
<b>S1</b>	\$52,271	\$56,116	\$59,958	\$63,797	\$67,642
Hourly	\$25.130	\$26.979	\$28.826	\$30.672	\$32.520
<b>S2</b>	\$54,889	\$58,920	\$62,955	\$66,990	\$71,023
Hourly	\$26.389	\$28.327	\$30.267	\$32.207	\$34.146
<b>S3</b>	\$57,630	\$61,867	\$66,103	\$70,338	\$74,576
Hourly	\$27.707	\$29.744	\$31.780	\$33.816	\$35.854
<b>S4</b>	\$60,513	\$64,959	\$69,409	\$73,857	\$78,305
Hourly	\$29.093	\$31.230	\$33.370	\$35.508	\$37.647
<b>S5</b>	\$63,536	\$68,208	\$72,881	\$77,548	\$82,217
Hourly	\$30.546	\$32.792	\$35.039	\$37.283	\$39.528
<b>S6</b>	\$66,714	\$71,620	\$76,525	\$81,427	\$86,331
Hourly	\$32.074	\$34.433	\$36.791	\$39.148	\$41.506
<b>S7</b>	\$70,053	\$75,201	\$80,350	\$85,498	\$90,647
Hourly	\$33.679	\$36.154	\$38.630	\$41.105	\$43.580

## **APPENDIX B: PENSION**

Effective December 24, 2007, the Employer will make a mandatory pre-tax contribution of 13% of the employee's total gross wages into the employee's pension account. Also, effective, December 24, 2007, the employee will pay one percent (1%) of their total gross wages into their pension accounts.

Subject to legal limits, employees may make voluntary after-tax payments to the pension fund over and above the mandatory contributions by the Employer. Regular, full-time employees shall become 100% vested in employer contributions to their pension accounts upon the completion of 60 months of credited service. Employees shall be immediately 100% vested in employee contributions to their pension accounts.

A re-hired vested employee shall participate in the pension plan in the same manner as if there had been no break in service. A re-hired non-vested employee shall participate in the pension plan upon satisfactory completion of the probationary period.

## **APPENDIX C: RETIREE INCENTIVE SAVINGS PLAN**

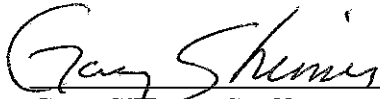
During the term of this Agreement, on a calendar year basis, the City will pay on or about the second pay in January of each year, a matching contribution to the account of any Local 1917 bargaining unit member in the amount of one dollar for each dollar voluntarily contributed by the member (minimum of \$100 annual contribution) into the City sponsored IRC §457 tax deferred compensation plan up to a maximum City contribution of two (2%) percent of the member's gross wages.

This retiree plan contribution only applies to employees employed by the City on December 31, 2000. However, an employee who was employed by the City on December 31, 2000 and subsequently separates employment must have been rehired to a full-time position by December 31, 2006 and have satisfactorily completed a probationary period to have this benefit reinstated.

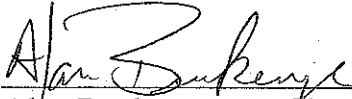
**APPENDIX D: PUBLIC ACT NO. 9 OF 2011**

As required by state law, the parties incorporate the necessary language under Public Act No: 9. This provision shall immediately sunset if the Act is ruled unconstitutional or invalid in a final decision by the court of competent jurisdiction.

**FOR AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFFILIATED  
WITH THE AFL-CIO:**



Gary Shimer, Staff Representative  
AFSCME, Council 25

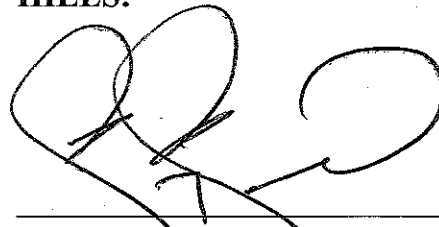


Alan Buckenmeyer, Chapter Chair  
AFSCME, Local 1917.28

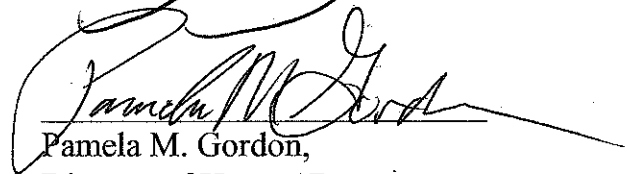
**Ratified by Union Membership:**

September 7, 2011

**FOR CITY OF ROCHESTER  
HILLS:**



Bryan Barnett, Mayor  
City of Rochester Hills



Pamela M. Gordon,  
Director of Human Resources

**Approved by Rochester Hills City  
Council:**

September 12, 2011