

BARGAINING AGREEMENT

Between

CITY OF ROCHESTER HILLS
Oakland County, Michigan

And

AFSCME, LOCAL 2491, ROCHESTER HILLS
Affiliated and Chartered by Council 25
Of the American Federation of State, County
And Municipal Employees

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

AS AMENDED THROUGH DECEMBER 31, 2013

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AGREEMENT

This amended agreement is made as of the 12^h day of September, 2011, between the CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN (hereinafter referred to as the "Employer"), and AFSCME LOCAL 2491, 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, employees, and 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 and among all employees.

The headings used in this 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 bargaining unit described below:

All full-time employees of the City of Rochester Hills excluding elected officials, supervisors, Department Directors and a deputy to each Department Director, Supervisor Of Communications Systems, Communications Coordinator, Dispatchers, Media Specialist, Media Production Technician, City Accountant, Accountants, Administrative Assistants, Administrative Coordinators, Administrative Clerks, all Police and Fire Employees, all employees covered by another collective bargaining agreement, City Information Coordinator, Transportation Engineer, Project Engineer, City Engineer, Professional Surveyor, Employees in the Department of Human Resources, Chief Assistant to the Mayor, Secretaries in the Office of the Mayor, Finance Director, Senior Financial Analyst, Financial Analyst, Economic Development Specialist, Supervisor of Procurement, Purchasing Analyst, Purchasing Assistant, Computer Systems Administrator, Computer/Publishing Specialist, GIS Manager, Administrative Secretaries in the Clerk's Department, City Council Liaison, Contract Specialist, Museum Staff Assistants, Camera Assistants, Park Attendants, Election Workers, Crossing Guards, Student Interns, part-time and

temporary employees.

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 classification 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 City Council of the City of Rochester Hills, or the Mayor 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 aid 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 of the Union at the signing of this Agreement, and all new employees 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 by 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 of 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 Accounting Division not less than 60 days after the implementation of this Agreement and can be changed only by written notice to the Accounting Division not less than 30 days before the check reflecting the new amount is to be issued. Such dues or service charges are to be deducted from the first two pay periods in each calendar month and remitted once each month 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. 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 charge, 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 Articles 4 and 5 of this Agreement.

- C. Termination of Check-Off: An employee shall cease to be subject to check-off dues or service charge 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 contract, upon 30 days written notice to the Employer and the Union.

- D. Voluntary PEOPLE 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 the Union. The Employer agrees to remit monthly any deductions made pursuant to this provision 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. The PEOPLE remittance will be kept separate from dues monies.

ARTICLE 6: REPRESENTATION

- A. Employees shall be represented by four stewards, one of whom shall be the Vice President and Chief Steward and a President. Alternates shall be named in the absence of the representatives, and the immediate supervisor shall be immediately notified.

- B. The representatives, during their regular working hours, may, in accordance with the terms of this Article and Articles 8 and 9, investigate and present grievances to the Employer, upon having advised their department Director or, in her absence, her department designee of same. The Department Directors or department designee will grant permission and provide sufficient time to the representatives to leave their work for these purposes.

Furthermore, the representatives shall not spend time on Union business during regular working hours, except as provided for in Articles 8, 9 and 20.D.3 hereof, unless same involves a grievance or problem arising under this contract, the nature of the business is such that it cannot be conveniently disposed of outside of regular working hours and it does not interfere with the work of the City Department involved.

ARTICLE 7: SPECIAL CONFERENCES

Special conferences will be held whenever mutually agreed between the Rochester Hills

President 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, she shall receive the rate of pay for the time spent at the conference that she would have received had she 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 represented at the time the conference is requested. Matters taken up in special conference 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: 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 suspensions without pay (not to exceed five 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 her/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.

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 actions exists.

An employee shall, upon request, have access to his personnel file retained by the Employer as defined by state law. It is considered his official file in grievance hearings.

The Employer shall consider no prior infraction occurring more than two years 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 that occurred more than two years previously.

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.

ARTICLE 9: GRIEVANCE PROCEDURE

Definition of a Grievance: A grievance is a complaint submitted by any employee who is a member of the bargaining unit covered by this contract or the Employer that there has been 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 the right to be present at any

meeting at which said adjustment is discussed. It is understood that a grievance filed by the employer is subject to this grievance procedure modified as appropriate for an Employer-initiated grievance.

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: Grievance

- 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. In the event of a class action grievance, the Union official shall file a written grievance directly with the Director of Human Resources. The Department Director or the Director of Human Resources shall give an answer in writing to the Union within five working days of the receipt of the written grievance.

Step 2: Appeal

- A. If no settlement is reached in Step 1, the matter may be appealed in writing within five 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 representatives of the Union and no more than three representatives of the Employer. The Employer shall inform the steward within five 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 to the Union within five 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 hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

- C. The Union President or designee shall be allowed reasonable time off his job without loss of time or pay to investigate a grievance to be discussed with the Employer, provided the privilege is not abused. The Department Director or designee will grant the representative permission to leave 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 the receipt of the Step 2 response from the Employer, furnish

the Director of Human Resources or designee with a written notice that the Union wants to appeal the Employer's Step 2 response and proceed to mediation. The mediator shall be chosen from the Federal Mediation and Conciliation Service, the Michigan Employment Relations Service, or any other source mutually agreed to by both parties. The parties will meet with the mediator in an attempt to resolve the grievance. If the mediator is unable to resolve the grievance to both parties' satisfaction then the grieving party shall have the right to move the grievance to Step 4 of the grievance procedure. The parties may mutually agree in writing to omit Step 3 and proceed to Step 4.

- B. Within 15 working days after the conclusion of a mediation which fails to resolve the grievance or the date of the written mutual agreement to omit Step 3 and proceed to Step 4, the Union shall furnish the Director of Human Resources or designee with a written notice of intent to arbitrate. The Human Resources Director will confirm with the Union the date on which the notice of intent to arbitrate was received.

Step 4: Arbitration

- A. Within 30 working days of the date on which the notice of intent to arbitrate was received the Union must contact the agreed upon arbitrator and request hearing date(s). The hearing will occur on a date mutually agreed upon by the Union, the Employer and the arbitrator. The arbitrators agreed upon are the following:

Donald Sugerman

Mark Glazer

Kevin Harty

David Grissom

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned the first case. The next arbitrator on the list will be assigned the second case and so on until each arbitrator shall have been afforded the opportunity to hear a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- B. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean six months or longer). The parties will then move to the next arbitrator on the list.
- C. An arbitrator may be removed from the list by mutual agreement of the parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within 30 days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- D. If the parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.
- E. 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 H. 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. If the arbitrator concludes that the grievance should proceed to a hearing on the merits, each party shall receive ample time to prepare for this hearing.

- F. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- G. All costs of any mediation or arbitration shall be borne equally by the two parties. Each party shall be responsible for the expenses of its witnesses and its advocates.
- H. 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 10: SENIORITY AND PROBATIONARY EMPLOYEES

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 working days will extend the above probationary period in direct proportion to the leave time taken.

During the probationary period, health care and dental benefits will be provided by the first of the month following 30 days after the date of hire or as soon as feasible thereafter. 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 vested participant in the pension plan is re-employed, that employee shall continue to participate in the pension plan in the same manner as if an employment separation had not occurred less any distributions taken and all prior service for vesting shall be credited.

Annual leave will begin to accrue during the first pay period following 90 days of employment. Accrued vacation will be credited after the completion of the probationary period.

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 of the Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 11: 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 Employer will maintain the Union seniority list and will provide the President with quarterly up-to-date copies.

The seniority list will show the names and job titles of all employees of the unit entitled to seniority.

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

For employees who begin employment with the City on the same day, seniority shall be determined by the last four digits of their social security numbers, i.e. the larger the four digit number, the more senior the employee.

ARTICLE 12: 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 consecutive work days 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 17: Layoff and Recall. In proper cases, exceptions may be made by the Employer.
 5. Is absent or 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 or has been declared disabled by the Social Security Administration or Workers' Compensation. 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 year or more of seniority is laid off for more than one year. (See Article 17: 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 seniority accrued by said member while working in Local #2491 only and classifications at or below the last classification held in the bargaining unit by the laid off employee.

E. For hiring purposes, first consideration will be shown to former employees who apply for new or vacant positions after layoff and recall rights have been satisfied and internal posting requirements and the requirements concerning employees returning to the bargaining unit have been met. Such re-hired employees, after serving the probationary period, shall have their former accrued City service time restored. For pension plan purposes only, such vested re-hired employees shall participate in the plan in the same manner as if there had been no break in service and all prior service for vesting shall be credited.

ARTICLE 13: SHIFT AND WORK WEEK PREFERENCE

A. Shift Preference

In a case in which work in one 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 14: SENIORITY OF STEWARDS

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 three employees designated by the Union as stewards and the Vice President who is the chief steward regarding whom a written notification to the Employer was received by the Employer prior to the issuance of any notice of layoff.

ARTICLE 15: SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President or Vice President, if there is no President, shall in the event of a layoff and recall be retained in her/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 President (or Vice President in the event there is no President) shall be assigned, the dispute shall be a proper subject for a special conference as described in Article 7.

ARTICLE 16: 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 concerning those supplemental agreements.

ARTICLE 17: 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, regular part-time employees, then probationary employees working 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 bargaining unit 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 working days, the laid off employee may bump the least senior employee in a position within the laid-off employee's most recent previously held classification or a position within an equal or lesser classification for which the employee is qualified:

1. Within the same division.
2. If no such position exists within the same division, then within the same department.
3. If no such position exists within the same department, then within another department.

If a laid off employee can bump into more than one classification, according to the criteria above, she/he will be placed into the highest paying position unless the employee, Union and Employer mutually agree to another placement.

Qualified means the current ability to perform the available work and satisfy the minimum qualifications for that position. In proper cases, exceptions may be made by the Employer.

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 18: 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 her seniority unless she fails to return to work when recalled or exceeds the maximum length of time on the recall list as specified in Article 12:A.4. The laid off employee continues to accumulate seniority for up to one year during the period of the

layoff. Employer-paid health insurance 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. Employees will not lose their recall rights if they refuse recall to a position more than four pay grades lower than the position from which they were laid off.

The Union will be notified of any vacant bargaining unit positions that the City intends to fill. Laid off employees will be recalled to vacant bargaining unit positions within their classification according to inverse order of having been laid off. If a new bargaining unit position is created in a classification not affected by the layoff, the position will be posted internally and all bargaining unit members (including laid-off employees) shall have the right to bid for the position in accordance with Article 18: Promotions and Transfers.

A laid-off employee will remain on the recall list for period of time equivalent to the length of her seniority. A laid off employee with more than two years seniority, will be removed from the recall list at the end of the two years, unless she informs the Employer in writing within 30 calendar days after the expiration of that two year period that she wants to remain on the recall list until the expiration of the period that she 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 the two year

period that she wants to remain on the recall list until the expiration of the period of time equivalent to the length of her seniority. If an employee is laid off, it will be her responsibility to register with the Employer her address and any change of address for the purpose of this 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 her intent to report for work within seven working days after delivery of notice of recall to the Post Office, she 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 are qualified to do the work required in the position(s).

The City agrees that in the event of a planned layoff or reduction in force, the City will notify the Union of any seniority members who may be affected. The City will treat members involved as per this Article in the collective bargaining agreement.

Therefore, in such an event as a planned layoff, the City will inform and discuss with the Union any work in question that is performed by Local #2491 members.

This process will not prohibit the City from managing its operations or from continuing the utilization of outside contractors as this has been a longstanding practice.

ARTICLE 18: PROMOTIONS AND TRANSFERS

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 working days and filled within 60 working days after completion of the posting period. Notices of postings for new job creations and vacancies will be sent to the President of the Union or designee who shall initial and return them to the Department of Human Resources. Upon receipt of the initialed posting or after two full working days if the initialed posting or notification of objection is not received, the Human Resources Department will post the vacancy or new position. 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 Department of Human Resources. The position shall be granted to the most qualified employee. If there is only one applicant who meets the minimum qualifications, the department director with the vacancy may request a waiver of the testing after conducting an informal interview with the sole applicant wherein the applicant's credentials will be reviewed (work experience, training and/or education). If there are no 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 months, the position shall be re-posted or eliminated.

A bargaining unit employee who is denied a position will be promptly given reasons in writing for denial.

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 is on probation or has been in his present position for less than six months prior to the posting may be excluded from consideration. 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 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 previous classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee.

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 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 for all candidates for that posting.

A. Tests will consist of any combination of the following as determined by the City:

1. Oral/Written Evaluation of Qualifications
2. Skill/Performance Tests
3. Written Tests

B. Testing shall be job related.

- C. A minimum score of 70% shall be a passing score for any test(s) or any combination of test(s) given, excluding skill/performance tests, which shall be scored on a Pass/Fail basis. If the employee has taken and passed the same skill or performance test within the last three years, the employee is not required to re-take said skill and/or performance test unless there is sufficient reason to question the employee's present ability to perform an essential function of the job. Employees achieving a passing score on all tests given shall then have the following adjustment made to their final score based on seniority: one percentage (1%) point up to and including five years of seniority, two percentage (2%) points for six years of seniority, three percentage (3%) points for seven years of seniority, four percentage (4%) points for eight years of seniority, and five percentage (5%) points, for nine years of seniority added to their final test score.
- D. The employee with the highest final total score shall be awarded the promotion/transfer.
- E. Where there is more than one employee with the same highest total score, the promotion/transfer will be awarded to the most senior employee.

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

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 as amended 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.

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 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 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: LEAVES WITH PAY

A. Annual Leave

1. Accrual and Use of Annual Leave

- a. All regular, full-time seniority employees shall accrue four hours of

Annual Leave each of the first two pay periods per month, to a maximum of 12 annual days per calendar year.

Effective January 1, 2012, all regular, full-time seniority employees shall accrue four hours of Annual Leave each pay period to a maximum of 13 annual days per calendar year.

- b. 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.
- c. Annual Leave time will be charged out at a minimum of no less than one hour. 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 the Mayor's designee.
- d. 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 accrued annual leave time as long as such annual leave time is utilized in accordance with this Article.

2. Annual Leave Payment

Beginning in 2010, unused annual leave accrued through the end of the first pay period in September will be processed prior to the subsequent regular payroll ending date, subject to the following conditions:

- a. A maximum of 56 hours of accrued Annual Leave will be carried forward and remain available for use as paid time off, which includes the four hours accrued during the first pay period in September.
- b. Employees who have accrued more than 56 unused annual leave hours must contribute to their VantageCare participant account all such leave time over 56 hours to a maximum contribution of 16 hours per year of accrued but unused annual leave time.
- c. Active employees will be paid 50% of their straight time hourly wage for any unused annual leave time in excess of 72 annual leave hours. Upon separation of employment, employees will be paid 100% of their straight time hourly wage for any unused annual leave time.

B. Funeral Leave

1. Immediate Family

A seniority employee shall be allowed up to five working days with pay for scheduled work time to attend the funeral or funeral-related activities for a death in the immediate family. 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 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 or two working days with pay to attend the funeral or funeral-related activities.

3. Friend or Relative

A seniority employee shall be allowed one funeral leave day with pay 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 work days to a maximum of eight 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. 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 days in any one contract year. Not more than two 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 10 days in any contract year. (Proof of attendance shall be given within five 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 day per month and 12 days in three years. (Proof of attendance shall be given within five days of return to Employer).

3. The Union bargaining team will consist of four members plus one 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 and alternates will be allowed a total of 72 hours, with a maximum of 12 hours per member, of paid release time for contract negotiation preparation in the eight weeks prior to the commencement of negotiations.

ARTICLE 21: 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 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 days of the emergency leave. Upon completion of the emergency leave, the employee will be returned to his former position.

C. Other Leaves

Unpaid 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.
2. Serving in an elected position (public or union); duration of term not to exceed two years.
3. Serving in an appointed position with the Council or International Union; duration of term not to exceed two years.
4. Personal Leave: Up to 30 calendar days; renewable.

5. Education Leave: Up to six months; renewable.

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 and compensatory time must be exhausted before the commencement of an unpaid leave.

2. Insurance

Except as mandated by COBRA/PHSA or other legal requirement or as provided for 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. As available and not otherwise provided, life insurance, STD and LTD may be continued at the employee's expense for a maximum of three months following the last day worked. Generally, eligibility for STD benefits extends up to 12 months and LTD and life insurance continue during a qualified illness leave under waiver of premium provisions of the insurance carrier.

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 required by law or provided for 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.

An employee whose position requires a CDL and was on an unpaid leave of absence for medical reasons of more than 30 calendar days must successfully complete an alcohol and drug test before returning 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

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 may use Annual Leave 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.

- G. Employees may take two unpaid leave days per year, in no less than four hour increments, subject to supervisory approval. This unpaid leave does not carry over from year to year.

- H. Notwithstanding the above, the unauthorized use of unpaid time is subject to discipline up to and including discharge.

ARTICLE 22: PART TIME AND TEMPORARY EMPLOYEES

A. Regular Part Time Employees

- 1. Regular part time employees are defined as employees assigned to perform bargaining unit work on a part-time basis for an unspecified period of time. Such employees shall not average more than 24 hours worked per week during a calendar year unless otherwise agreed upon by the Union. For purposes of this Article, among the employees not included as regular part time employees are seasonal employees and regular part time employees assigned to a classification excluded by Article 1: Recognition.

- 2. The total number of part time employees shall not exceed 10% of the total workforce covered by this Agreement at any one time.

- 3. The City will not fill a vacant bargaining unit position with two or more regular part time employees without the agreement of the Union.

B. Temporary Employees

1. Temporary employees shall be defined as those employees hired on a temporary basis to work full time in a bargaining unit position for a period not to exceed 520 hours worked in any one year. However, temporary Parks & Forestry, and Public Services field employees, and one temporary Election Clerk may work for a period not to exceed 720 hours worked in any one year. A year is defined as a calendar year, January 1st through December 31st.
2. The total number of temporary employees shall not exceed 20% of the total work force covered by this Agreement at any one time for the period from January 1st through December 31st of the same calendar year. Temporary Parks & Forestry employees shall be excluded from the total number of temporary employees specified herein.
3. Temporary employees will not be hired to regularly fill any job vacancy, but will be used to supplement the regular work force.

Part time and temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than rate of pay and shall not be worked overtime in place of full-time employees unless there is an emergency or operational difficulty.

ARTICLE 23: WORKING HOURS, PREMIUMS AND ALLOWANCES

- A. The regular full working day and shift for all employees in the bargaining unit shall consist of 8 hours per day, plus one unpaid lunch period. A regularly-scheduled week shall not exceed 40 hours for all personnel.

- B. Normal work hours for all employees assigned to the DPS garage will be 7:00 a.m. to 3:30 p.m. with a ½-hour unpaid lunch break.

- C. Employees may take a "break" in the A.M. and also a "break" in the P.M. (not to exceed 15 minutes), or the first half and second half of their regular shift, whichever may apply.

Generally, breaks shall be taken toward the middle of each half shift but may be taken adjacent to lunch with the permission of a supervisor. If a break is not taken, it cannot be carried over to the second half shift or to another shift.

- D. An employee shall be guaranteed at least four hours pay at the applicable premium when required to either, 1) return to work after leaving at the end of their shift or, 2) reporting to work on a day other than their regular workday.

- E. Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within classifications within Departments. All overtime properly assigned and refused shall be charged, for overtime distribution purposes, the same as if worked. The exception to this provision, 23.E. shall be the Department of Public Services overtime procedure, as stated in Appendix D. If in the judgment of supervision there exists an emergency or operational difficulty that requires overtime work, supervision may assign overtime as needed and the employee(s) assigned the overtime shall work it. Whenever practical, supervision will assign overtime on the basis of inverse seniority.

- F. Employees called at home in the evening or after hours shall receive time and one-half, and double time for Sundays and Holidays.

- G. Any employee required to work more than two hours past their shift, or more than four consecutive hours on a call-in basis, shall receive a meal allowance up to 10 dollars. Every four 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 a receipt for reimbursement from the place the meal was purchased.

- H. With the exception of those shift rotations employed in the Departments of Parks & Forestry, Assessing and Building, along with the Engineering and Facilities Divisions of the Department of Public Services, employees will be guaranteed a regular shift. 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 paid leave during the week and with the exception of conditions as stated in Paragraph E. of this Article.

- I. Double-time will be paid for work performed on Holidays and Sundays and for work after 10 hours continuously on the same shift. Those employees in the Parks and Facilities Divisions assigned a regular workweek other than Monday through Friday, will be paid double-time for work performed on their designated "Sunday" (e.g. Mon. & Tues. off, with Tuesday being the "Sunday").

J. 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.

K. The Employer will pay a special premium of \$1.50 per hour worked for unscheduled overtime involving underground excavation.

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

Christmas Eve

Memorial Day

Christmas Day

Fourth of July

Day before New Year's

ARTICLE 25: CLOTHING

The Employer shall provide work uniforms, as indicated below, for all field personnel and mechanics employed in the Departments of Public Services and Parks & Forestry. These uniforms must be worn by the employees while they are on the job, and the Employer will make every reasonable effort to procure uniforms which fit properly. It is the responsibility of the employee to wash and dry these uniforms, except as noted. Employees who do not report to work in clean and reasonably presentable clothes will be sent home without pay. This Article is not

intended to conflict with any OSHA, MIOSHA or other legal requirement.

Uniforms shall include:

SHIRTS AND PANTS

- Shirts and pants are to be made of 100% cotton, to be laundered by the Employer.
- Persons within the Meter Reader classification shall have the option of wearing Bermuda style shorts in a color consistent with the uniform, to be purchased and laundered by the employee.
- Uniform service (pick-up and delivery) is to be once per week.
- 11 uniform pants and 11 uniform shirts (employee has choice of long or short sleeve, or combination of both) to be laundered by the City.
- In April or May of each year, each employee will receive six T-shirts of 100% cotton with the choice of either long-sleeve with no pocket or short-sleeve with chest pocket, to be laundered by the employee.
- Once each year when orders are being placed, employees may purchase additional T-shirts through the City.
- Parks and Forestry personnel will be provided uniforms consistent with the immediate past practice.

COVERALLS

- Persons within the Mechanic(s) and Pump Maintenance I and II classification shall be issued coveralls to be laundered by the Employer.

Replacement of uniforms will be on an as-needed basis, as determined by the Employer.

OUTER WEAR

- Suitable rainwear, boots or footwear will be furnished for inclement weather for all field personnel.
- All field personnel and Mechanics will receive a suitable jacket and bib overalls for cold weather, both of which will be replaced on an as-needed basis, as determined by the Employer.
- Field personnel are defined as those employees who routinely work outside.
- Those employees who combine field work with office work (specifically Assessing Department Appraisers, Auditors and Technicians; Building Department Inspectors, Grade Technician and Ordinance Technicians; Engineering Division Engineers, Aides, and Technicians; Planning Department Planners and Landscape Architect) will be issued suitable rain wear, galoshes and a cold-weather jacket, which will be replaced on an as-needed basis, as determined by the Employer.

SAFETY & PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

As required for the work, will be issued as necessary and in accordance with legal requirements.

ARTICLE 26: VACATIONS

- A. An employee will accrue vacation with pay equally each pay period in accordance with the following schedule:

Service

Date of hire through five (5) years of service.

Maximum Vacation

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 hired after January 1, 2012 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.

Length of Service

Maximum Vacation

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	Seventeen (17) working days vacation per year
Fifteen (15) years and one day of	Twenty (20) working days

Length of Service

service and more

Maximum Vacation

vacation per year

- B. Vacation with pay must be taken either during the year in which the vacation days were accrued, or during the year which immediately following that in which the vacation days were accrued.

- C. Vacation or Payment in Lieu of:

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 or an employee request is approved. These employees will be notified within 10 days of their request for the third, fourth and/or fifth weeks of vacation, if they will receive payment in lieu of vacation.

- D. When an employee has accumulated the maximum amount of vacation time allowed, no additional time will be earned.

- E. Vacation must be taken in minimum of one day increments except as required by the Family and Medical Leave Act.

- F. Vacation requests must be submitted to the Department Director or designee a minimum of twice the number of working days as are requested for vacation or five working days, whichever is more, prior to the beginning of the vacation. However, the Department Director or designee may accept shorter notice. The Employer shall respond within the

same number of working days as are requested for the vacation.

- G. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and the efficient operation of the Department concerned.
- H. 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 receive payment in lieu of vacation.
- I. 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: UNION BULLETIN BOARDS

The Employer will provide adequate AFSCME-identified bulletin board space. No obnoxious or inflammatory material shall be displayed on said bulletin boards.

ARTICLE 28: RATES FOR NEW JOBS AND RECLASSIFICATION

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 union status and rate of pay are proper,

it shall be subject to negotiations.

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.

Payment for Work in Higher Classification

An employee will be paid at the rate of a higher classification in which he is working beginning the first full day of work in that higher classification and subsequent full days working in that higher classification.

ARTICLE 29: SAFETY COMMITTEE

The Safety Committee of employees and the Employer's representatives will be maintained. This Committee will include a Union representative and employees of each major occupational group, e.g. office/clerical, DPS field personnel, other field personnel and shall meet regularly or at the request of either the City or the Union during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 30: 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.

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

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.

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 79).
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.

- b. **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.
- b. **Option B – Health Alliance Plan** with: prescription drugs \$10 generic/\$20 formulary/\$40 non-formulary; office visit \$15; urgent care \$35; emergency room \$75.
- c. **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.
- d. **Supplemental Life Insurance**
- e. **Flexible (Sec. 125) Plan Options**
 - 1. Uninsured Health Care Reimbursement Account to a maximum pre-tax payroll deduction of \$4,000 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.¹ The following is a summary of the terms and conditions that apply to this program as of January 1, 2010.

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

¹ 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, 2009, their spouses and/or dependents or employees who retire and are receiving or are eligible to receive Medicare after December 31, 2009, their spouses and/or dependents.

within 45 days of retirement.

5. Those employees who meet eligibility requirements for the City's Supplemental Retiree Health Benefit as of March 12, 2001 shall receive an amount established as of that date toward applicable health insurance premiums upon retirement.
6. If the retiree is purchasing health insurance sponsored by the City, once any supplemental benefit is applied, the balance of all premiums for 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.
7. A retiree who is eligible for the supplemental benefit and who does not elect health insurance sponsored by the City may choose to enroll in an individual health care plan. Under such circumstances, the premium will be reimbursed up to the eligible supplemental benefit amount paid directly to a specified checking or savings account, subject to proof of coverage.
8. Depending on availability, City sponsored 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.
9. 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.

10. The continuation of City sponsored health insurance for the eligible retired employee's spouse and/or dependent(s) is conditioned upon the retired employee's election to continue City sponsored 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 City sponsored 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 City sponsored health insurance prior to Medicare eligibility 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 City sponsored 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 maybe afforded under COBRA, in accordance with applicable federal law, and the City makes no promises or guarantees in connection therewith.

13. Once eligible for Medicare, retired employees, their spouses and dependents will no longer be eligible to purchase medical insurance at City group rates.

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 31: EMPLOYEE INFORMATION

The City maintains personnel records on all employees. It is the responsibility of every employee to ensure that the information provided to the City is accurate and to notify Human Resources of the following items or report any changes within five days of the effective date.

- Address or telephone number of employee;
- Name, address or telephone number of the person to be notified in the case of emergency;

- Dependents to be declared on tax forms;
- Persons covered or beneficiaries of the City's group benefits; or
- Any marriage or divorce

This information as it appears in the City records shall be conclusive when used for any notice relating to this Agreement.

ARTICLE 32: RATIFICATION AND TERMINATION

This Agreement shall be effective September 29, 2009 except as otherwise stated in the agreement.

This Agreement shall remain in full force and effect except as provided in Appendix A and below until December 31, 2013 and shall automatically be renewed from year to year thereafter 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 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 33: 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 10 working days with the employee affected by this provision to discuss the provision in question that may be invalid.

ARTICLE 34: 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 wherever and whenever possible.

ARTICLE 35: 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 changes in job description of present classifications or creation of new classifications, as elsewhere provided in this Agreement.

In the event any portion of this contract shall be declared illegal by any court of competent jurisdiction, then the unaffected portions of this contract shall continue in full force and effect, and the parties shall meet to bargain regarding the affected portion. 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

There will be no across the board wage adjustment through December 18, 2011.

The Employer agrees to pay a one percent (1%) across the board wage increase effective December 19, 2011 through December 16, 2012.

The Employer agrees to pay a one percent (1%) across the board wage increase effective December 17, 2012 through December 15, 2013.

Pay Progression for New Hires

Newly hired employees shall be paid according to the following pay progression:

- 85% of prevailing wage rate to be paid at hire.
- 90% of prevailing wage rate to be paid after successful completion of probation period subject to satisfactory performance appraisal.
- 95% of prevailing wage rate to be paid after completing one year of employment, provided there has been a satisfactory performance appraisal and to newly promoted seniority employees (minimum 5% increase).
- 100% of prevailing wage to be paid after completing 18 months of employment (or 90 days after promotion), subject to satisfactory performance appraisal.

Longevity

In addition, a premium hourly wage will be paid to all employees hired on or before December 31, 2009 when they have completed at least five 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 hired after December 31, 2009 and who have completed at least five years of service with the Employer will receive a lump sum payment on the first payday in December of each calendar year as follows:

After 5 years of service	\$ 500
After 10 years of service	\$1000
After 15 years of service	\$1500
After 20 years of service	\$2000
After 25 years of service	\$2500

CITY OF ROCHESTER HILLS
AFSCME LOCAL #2491
CLASSIFICATION / PAY GRADES
As of September 12, 2011

Classification	Title	Previous Pay Grade	Pay Grade	New Pay Grade Effective Date
ACCOUNT CLERK I	Account Clerk I		A3	
ACCOUNT CLERK II	Account Clerk II		A7	
ACCOUNTING TECHNICIAN	Accounting Tech-A/P		A9	
	Accounting Tech-Billing		A9	
	Accounting Tech-Payroll		A9	
APPRAISER I	Appraiser I		A8N	
APPRAISER II	Appraiser II		A13N	
ASSESSING TECHNICIAN	Assessing Technician		A6N	
BOOKKEEPER II	Bookkeeper-Treasury		A5	
BUILDING INSP/PLAN REVIEWER	Building Inspector/Plan Reviewer		A14N	
BUILDING PERMIT TECHNICIAN	Building Permit Technician	A4	A7	6/7/2011
BUSINESS DEVELOPER I	Business Developer I		A6	<u>Inactive</u> 1/1/2010
BUSINESS DEVELOPER II	Business Developer II		A10	<u>Inactive</u>
CHIEF APPRAISER	Chief Appraiser		A17N	
CLERK A	Clerk-Parks & Forestry		A1	
	Museum Clerk		A1	4/13/2009
	Utility Clerk		A1	
CLERK B	Clerk-Assessing		A2	
	Clerk-Planning Dept.		A2	
	Customer Service Clerk		A2	
	Cust Serv/Elections Clerk		A2	6/1/2009
	Forestry Clerk		A2	
	Mail Clerk		A2	
	Payroll Clerk		A2	
Permit Clerk		A2		

CLERK C	Assessing Aide		A3	
	Clerk/Cashier		A3	
	Forestry/Museum Clerk		A3	8/17/2009
CLERK D	Building & Grounds Clerk		A5	
	Clerk - CSR		A5	
	Payables/Payroll Clerk		A5	1/1/2009
	Project Management Clerk		A5	
CLERK E	Inventory Clerk		A7	
	Elections Specialist		A7	9/29/2010
	Records Clerk		A7	
	Vital Stats Clerk		A7	
CREW LEADER	Crew Leader-Facilities		A12	
	Crew Leader-Road Maintenance		A12	
	Crew Leader-Roads		A12	
	Crew Leader-Traffic Signs		A12	
	Crew Leader-Water Taps		A12	
CREW LEADER - METERS	Crew Leader-Meters		A11	
CUSTODIAN I	Custodian I		A2	
CUSTODIAN II	Custodian II	A7	A6N	1/1/2010
CUSTODIAN-MUSEUM	Museum Custodian		A5	<i>Inactive</i>
DEPARTMENT SECRETARY A			A4	
DEPARTMENT SECRETARY B	Department Secretary-Engineering		A5	
	Building Department Secretary		A5	
ECON DEVELOPMENT ASST	Economic Devel Assistant		A7	9/1/2009
ELECTION COORDINATOR	Election Coordinator		A13	<i>Inactive</i>
ENG CONSTRUCTION INSPECTOR I	Engineer Construction Inspector I		A6	
ENG CONSTRUCTION INSPECTOR II	Engineer Construction Inspector II		A9	
ENGINEERING AIDE	Engineering Aide		A5	
	Traffic Aide		A5	

ENGINEERING TECHNICIAN	Engineering Tech-Roads		A8	<i>Inactive</i>
	Engineering Tech-Utilities		A8	10/12/2010
	Engineering Tech-Stormwater		A8	
	Survey Technician		A8	
EQUIPMENT OPERATOR	Equipment Operator-Parks		A5	
FORESTRY RANGER I	Forestry Ranger I		A10	
FORESTRY RANGER II	Forestry Ranger II		A13	
GIS TECHNICIAN	GIS Technician		A12	
GRADE TECHNICIAN	Grade Technician		A8	<i>Inactive</i>
GROUNDSKEEPER	Groundskeeper		A5	
HEAVY EQUIPMENT OPERATOR	Heavy Equipment Operator		A11	
LABORER I	Laborer I		A1	
	Laborer I-Cemetery		A1	
LABORER II	Laborer II		A3	
	Laborer II-Cemetery		A3	9/16/2009
LANDSCAPE ARCHITECT	Landscape Architect		A16N	<i>Inactive</i>
LEAD MECHANIC	Lead Mechanic		A14	
LIGHT EQUIPMENT OPERATOR	Light Equipment Operator		A7	
MECHANIC AIDE	Mechanic Aide		A1	
MECHANIC I	Mechanic I		A3	
MECHANIC II	Mechanic II		A6	
MECHANIC III	Mechanic III		A11	
METER TECHNICIAN	Meter Technician		A3	
MISS DIG COORD/CONST INSP I	MISS DIG Coord/Const Insp I		A7	
MUSEUM INTERPRETIVE SPECIALIST	Museum Interpretive Specialist		A12	<i>Inactive</i>
MUSEUM PROGRAM COORDINATOR	Museum Program Coordinator		A12	<i>Inactive</i>
OFFICE COORDINATOR A			A6	

OFFICE COORDINATOR B	Office Coordinator-Garage		A7	
	Office Coordinator-Planning		A7	
OFFICE COORDINATOR C	Office Coordinator-B/OC		A8	
OFFICE COORDINATOR D	Office Coordinator-DPS		A10	
	Office Coordinator-P&F		A10	
ORDINANCE INSPECTOR	Ordinance Inspector		A14N	
ORDINANCE TECHNICIAN	Ordinance Technician		A4	
PARK RANGER I	Park Ranger I		A10	
PARK RANGER II	EEC Coordinator		A14	<i>Inactive</i>
	Naturalist		A14	1/1/2011
	Park Ranger II		A14	
PARK RANGER/PROG COORD	Park Ranger/Prog Coord		A12	
PERMIT COORDINATOR	Permit Coordinator - DPS	A6	A8	
PERSONAL PROPERTY AUDITOR	Personal Property Auditor		A13N	
PLANNER I	Planner I		A10	<i>Inactive</i>
PLANNER II	Planner II		-	
			A13	<i>Inactive</i>
PLANNER III	Planner III		-	
			A15	<i>Inactive</i>
PLANNING ASSISTANT	Planning Assistant		A7	
PLANNING COORDINATOR	Planning Coordinator		A9	<i>Inactive</i>
PUMP MAINTENANCE OPERATOR I	Pump Maintenance Operator I		A8	<i>Pending</i>
PUMP MAINTENANCE OPERATOR II	Pump Maintenance Operator II		A10	
PUMP MAINTENANCE TRAINEE	Pump Maintenance Trainee		A5	
RECORDING SECRETARY	Recording Secretary-Planning Commission		A5	<i>Inactive</i>
	Recording Secretary-ZBA		A5	<i>Inactive</i>
SENIOR APPRAISER	Senior Appraiser		A15N	<i>Inactive</i>
SENIOR ENGINEER	Senior Engineer		A13	<i>Inactive</i>

SENIOR PERSONAL PROPERTY AUDITOR	Senior Personal Property Auditor		A15N	
SEXTON	Sexton		A13	
STAFF ENGINEER	Staff Engineer		A12N	<i>Inactive</i>
TRADES INSPECTOR/PLAN REVIEWER I	Cross Conn/Plumbing Inspector/Plan Reviewer		A14N	
	Electrical Inspector/Plan Reviewer		A14N	
	HVAC Inspector/Plan Reviewer		A14N	
	Plumbing Inspector/Plan Reviewer		A14N	
TRADES INSPECTOR/PLAN REVIEWER II	Mech/Fire Protection Insp		A16N	
	Electrical/Fire Alarm Inspector		A16N	1/1/2011
	Multiple Trades Inspector		A16N	
TRAFFIC TECHNICIAN	Traffic Technician		A13	
TREASURY TECHNICIAN	Treasury Technician		A7	
WATER METER READER	Water Meter Reader		A2	<i>Inactive</i>

Note: Pay Grades for positions with negotiated rates are designated with an "n", e.g., "A17n".

City of Rochester Hills
AFSCME Local #2491
Effective December 22, 2008 through December 18, 2011

Pay Grade	85%	90%	95%	100%
A1	\$ 33,818.72 16.259	\$ 35,807.20 17.215	\$ 37,801.92 18.174	\$ 39,786.24 19.128
A2	\$ 35,726.08 17.176	\$ 37,824.80 18.185	\$ 39,925.60 19.195	\$ 42,026.40 20.205
A3	\$ 37,344.32 17.954	\$ 39,540.80 19.010	\$ 41,737.28 20.066	\$ 43,931.68 21.121
A4	\$ 39,079.04 18.788	\$ 41,381.60 19.895	\$ 43,680.00 21.000	\$ 45,976.32 22.104
A5	\$ 39,617.76 19.047	\$ 41,943.20 20.165	\$ 44,276.96 21.287	\$ 46,606.56 22.407
A6	\$ 41,273.44 19.843	\$ 43,702.88 21.011	\$ 46,130.24 22.178	\$ 48,559.68 23.346
A7	\$ 42,442.40 20.405	\$ 44,938.40 21.605	\$ 47,436.48 22.806	\$ 49,936.64 24.008
A8	\$ 43,613.44 20.968	\$ 46,184.32 22.204	\$ 48,746.88 23.436	\$ 51,313.60 24.670
A9	\$ 45,212.96 21.737	\$ 47,875.36 23.017	\$ 50,535.68 24.296	\$ 53,196.00 25.575
A10	\$ 46,211.36 22.217	\$ 48,932.00 23.525	\$ 51,648.48 24.831	\$ 54,364.96 26.137
A11	\$ 47,625.76 22.897	\$ 50,431.68 24.246	\$ 53,233.44 25.593	\$ 56,033.12 26.939
A12	\$ 48,310.08 23.226	\$ 51,153.44 24.593	\$ 53,994.72 25.959	\$ 56,836.00 27.325
A13	\$ 50,315.20 24.190	\$ 53,275.04 25.613	\$ 56,230.72 27.034	\$ 59,188.48 28.456
A14	\$ 54,396.16 26.152	\$ 57,595.20 27.690	\$ 60,794.24 29.228	\$ 63,995.36 30.767
A15	\$ 56,299.36 27.067	\$ 59,612.80 28.660	\$ 62,922.08 30.251	\$ 66,235.52 31.844
A16	\$ 58,495.84 28.123	\$ 61,938.24 29.778	\$ 65,376.48 31.431	\$ 68,952.00 33.150
A17	\$ 60,775.52 29.219	\$ 64,353.12 30.939	\$ 67,928.64 32.658	\$ 71,780.80 34.510

City of Rochester Hills
AFSCME Local #2491
Effective December 19, 2011 through December 16, 2012

Pay Grade	85%	90%	95%	100%
A1	\$ 34,156.91 16.422	\$ 36,165.27 17.387	\$ 38,179.94 18.356	\$ 40,184.10 19.319
A2	\$ 36,083.34 17.348	\$ 38,203.05 18.367	\$ 40,324.86 19.387	\$ 42,446.66 20.407
A3	\$ 37,717.76 18.134	\$ 39,936.21 19.200	\$ 42,154.65 20.267	\$ 44,371.00 21.332
A4	\$ 39,469.83 18.976	\$ 41,795.42 20.094	\$ 44,116.80 21.210	\$ 46,436.08 22.325
A5	\$ 40,013.94 19.237	\$ 42,362.63 20.367	\$ 44,719.73 21.500	\$ 47,072.63 22.631
A6	\$ 41,686.17 20.041	\$ 44,139.91 21.221	\$ 46,591.54 22.400	\$ 49,045.28 23.579
A7	\$ 42,866.82 20.609	\$ 45,387.78 21.821	\$ 47,910.84 23.034	\$ 50,436.01 24.248
A8	\$ 44,049.57 21.178	\$ 46,646.16 22.426	\$ 49,234.35 23.670	\$ 51,826.74 24.917
A9	\$ 45,665.09 21.954	\$ 48,354.11 23.247	\$ 51,041.04 24.539	\$ 53,727.96 25.831
A10	\$ 46,673.47 22.439	\$ 49,421.32 23.760	\$ 52,164.96 25.079	\$ 54,908.61 26.398
A11	\$ 48,102.02 23.126	\$ 50,936.00 24.488	\$ 53,765.77 25.849	\$ 56,593.45 27.208
A12	\$ 48,793.18 23.458	\$ 51,664.97 24.839	\$ 54,534.67 26.219	\$ 57,404.36 27.598
A13	\$ 50,818.35 24.432	\$ 53,807.79 25.869	\$ 56,793.03 27.304	\$ 59,780.36 28.741
A14	\$ 54,940.12 26.414	\$ 58,171.15 27.967	\$ 61,402.18 29.520	\$ 64,635.31 31.075
A15	\$ 56,862.35 27.338	\$ 60,208.93 28.947	\$ 63,551.30 30.554	\$ 66,897.88 32.162
A16	\$ 59,080.80 28.404	\$ 62,557.62 30.076	\$ 66,030.24 31.745	\$ 69,641.52 33.482
A17	\$ 61,383.28 29.511	\$ 64,996.65 31.248	\$ 68,607.93 32.985	\$ 72,498.61 34.855

City of Rochester Hills
AFSCME Local #2491
Effective December 17, 2012 through December 15, 2013

Pay Grade	85%	90%	95%	100%
A1	\$ 34,498.48 16.586	\$ 36,526.92 17.561	\$ 38,561.74 18.539	\$ 40,585.94 19.512
A2	\$ 36,444.17 17.521	\$ 38,585.08 18.551	\$ 40,728.10 19.581	\$ 42,871.13 20.611
A3	\$ 38,094.94 18.315	\$ 40,335.57 19.392	\$ 42,576.20 20.469	\$ 44,814.71 21.546
A4	\$ 39,864.53 19.166	\$ 42,213.37 20.295	\$ 44,557.97 21.422	\$ 46,900.44 22.548
A5	\$ 40,414.08 19.430	\$ 42,786.26 20.570	\$ 45,166.93 21.715	\$ 47,543.35 22.857
A6	\$ 42,103.04 20.242	\$ 44,581.31 21.433	\$ 47,057.46 22.624	\$ 49,535.73 23.815
A7	\$ 43,295.49 20.815	\$ 45,841.66 22.039	\$ 48,389.95 23.264	\$ 50,940.37 24.491
A8	\$ 44,490.07 21.389	\$ 47,112.62 22.650	\$ 49,726.69 23.907	\$ 52,345.00 25.166
A9	\$ 46,121.74 22.174	\$ 48,837.65 23.480	\$ 51,551.45 24.784	\$ 54,265.24 26.089
A10	\$ 47,140.21 22.664	\$ 49,915.53 23.998	\$ 52,686.61 25.330	\$ 55,457.70 26.662
A11	\$ 48,583.04 23.357	\$ 51,445.36 24.733	\$ 54,303.43 26.107	\$ 57,159.39 27.480
A12	\$ 49,281.11 23.693	\$ 52,181.62 25.087	\$ 55,080.01 26.481	\$ 57,978.40 27.874
A13	\$ 51,326.54 24.676	\$ 54,345.87 26.128	\$ 57,360.96 27.577	\$ 60,378.17 29.028
A14	\$ 55,489.52 26.678	\$ 58,752.86 28.247	\$ 62,016.20 29.815	\$ 65,281.67 31.385
A15	\$ 57,430.98 27.611	\$ 60,811.02 29.236	\$ 64,186.81 30.859	\$ 67,566.85 32.484
A16	\$ 59,671.61 28.688	\$ 63,183.20 30.377	\$ 66,690.55 32.063	\$ 70,337.94 33.816
A17	\$ 61,997.11 29.806	\$ 65,646.62 31.561	\$ 69,294.01 33.314	\$ 73,223.59 35.204

APPENDIX B: PENSION

Effective December 25, 2006, the Employer will make a mandatory pre-tax contribution of 14% of the employee's total gross wages into the employee's pension account. Also, effective December 25, 2006, the employees will pay 3% 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% percent 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 rehired 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, the City will pay an incentive bonus to any Local 2491 bargaining unit member hired on or before December 31, 2000 in the amount of one dollar (\$1.00) for each dollar voluntarily contributed by the member (minimum of no less than \$100.00 annual contribution) into any eligible City sponsored tax deferred compensation plan up to a maximum bonus of an amount equal to two percent (2%) of the member's gross wages.

A member who was employed by the City on December 31, 2000 and subsequently separated employment must be rehired to a full-time position by December 31, 2006 and satisfactorily complete a probationary period to have this benefit reinstated.

APPENDIX D: DPS OVERTIME

In addition to the provisions of Article 23.E, the following will apply:

1. All qualified Department of Public Services (DPS) employees are eligible to sign-up for overtime.
2. The City will provide pagers to those individuals in the classification of Crew Leader, Heavy Equipment Operator, Light Equipment Operator, Pump Maintenance Operator, and Laborer II wishing to be considered for unscheduled overtime.
3. In order to be considered available for unscheduled overtime, an employee must sign the overtime list for 50% or more of the times available throughout the year, and must call back all pages to them, even if unable to report to work.
4. Sign-up sheets will be posted each Monday for that current week and removed Thursday for availability during the following week.
5. Those employees signing-up for available overtime must initial slots for which they wish to be considered.
6. The City will attempt to equalize overtime whenever possible among the employees within each job classification in which the overtime occurs as determined appropriate for the operation based on total overtime charged.
 - a. Management may call other qualified employees after all employees who have signed the overtime list and are within a classification in which the overtime occurs have been given the opportunity for the overtime.

- b. For snow plowing operations, Crew Leaders, Heavy Equipment Operators, and Light Equipment Operators will be considered together without differentiation between classifications. Qualified Laborers possessing a Commercial Driver's License (CDL) who sign up for overtime will be considered next.
 - c. When flagrant abuse in the distribution of overtime occurs, the employee who has the lowest number of overtime hours charged shall be paid the lost overtime in settlement of the dispute.
7. Anyone not signing-up for overtime or, after signing the overtime list, is unable to respond in a timely manner when called upon will have time worked by others charged against them on the overtime list at the rate and hours of those working.
 8. When an employee signs-up for overtime and is not asked to work or is on vacation, such time will not be charged against the overtime list. However, overtime that occurs while the employee is on annual leave, funeral leave or holidays will be charged against the overtime list.
 9. For scheduled overtime, Management will choose qualified workers who have the lowest number of hours within the classification needed.
 10. To work scheduled overtime, employees must have worked their prior regular shift.
 11. For unscheduled overtime, management will page qualified employees within the classification needed who have the lowest number of hours listed on the overtime list, who have signed the list for overtime and who have pagers. All employees who receive pages must respond in a timely manner. Employees who do not respond within ten (10)

minutes may be considered unavailable by their supervisor, and other employees may be considered.

12. Cancellation of overtime by management where compensation is given will result in hours of required pay to be counted on the overtime list as though the hours had been worked.

Management reserves the right to cancel scheduled overtime without compensation if:

- a. In the event employee must report to work for overtime, notice of cancellation is given by 8:00 p.m. the evening before the employee is to report for overtime.
 - b. The overtime is an extension of the employee's shift.
13. If, in the judgment of supervision, 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. Management may consider the ability of an employee to report to work in a timely manner. Once notified, employees must report to work immediately.
 14. Employees reporting to work, whether during their regular shift, or for either scheduled or unscheduled overtime must comply with work rules as they relate to being under the influence of alcohol or drugs. Further, employees who have Commercial Drivers Licenses must comply with the City's CDL policy and U.S. Department of Transportation requirements for CDL regulated drivers.

APPENDIX E: FLEX-TIME

To facilitate both the needs of the City and the employees, a system of voluntary flex-time may be

utilized. The following outline serves as the basis for such an arrangement:

1. Whenever a department determines that the use of flex-time can improve the department's efficiency, increase the department's ability to deliver better customer service, or enhance the quality of the department's work output, the department may request employee participation in a voluntary, flex-time schedule.
2. Likewise, whenever employees believe that the use of flex-time will assist them in meeting their personal needs, those employees may initiate discussion with the department director to explore the possibility of participating in a flex-time schedule.
3. The use of flex-time must be based on the mutual benefits gained by both the department and the employees involved (win-win).
4. There must be an agreement reached by both the department and the employees to utilize flex-time before such a work schedule begins.
5. Hours worked beyond the normal eight hours a day will not automatically generate overtime pay if the agreement includes those hours as the normal part of the 40-hour work week (e.g., work four, ten hour days or work three, twelve hour days with one four-hour day). Any hours worked more than 40 hours in a workweek (seven days period), however, must be paid at least at the rate of time and a half (pay amount x 1 ½).
6. To receive double-time pay, employees must work more than two hours beyond the flex-time schedule day (e.g., beyond twelve hours when working a ten-hour flex-time day).
7. When the flex-time schedule utilizes other than eight hour days, individual vacation days will be charged out in the appropriate hours to equal 40 hours in that work week.

8. To qualify for a meal allowance on a flex-time schedule, employees must work two hours beyond their scheduled flex-time day.
9. When either the department or the employees determine that the voluntary, flex-time schedule is not producing the beneficial results needed, the department or the employees seeking to end the flex-time schedule must notify the other party of the desire to return to the regular work schedule. Such notice must be given to the other party at least one-week before the flex-time schedule is terminated.
10. Flex-time must be in accordance with applicable law and therefore confined to a single workweek, i.e., no flex-time may be used outside of the workweek in which it was earned.

APPENDIX F: COMPENSATORY TIME

Compensatory time-off is permitted in lieu of overtime payment in cash for bargaining unit members.

1. Accrual of Compensatory Time

As with all overtime work, except emergency situations, all compensatory time-off in lieu of overtime payment shall have prior approval by the appropriate Department Director. Except for properly approved flex time as described in Appendix E, any hours worked beyond eight hours in a work shift, or during the sixth day of the work week will be compensated at the rate of one and one-half hours for each additional hour worked. Any hours worked beyond 10 hours in a work shift or during the seventh day of the work-week will be compensated at the rate of two hours for each additional hour worked.

Compensatory time is accrued and recorded at the appropriate time-and-one-half or double time rate. Employees shall accrue no more than 80 hours of compensatory time at any one time during the calendar year. 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 compensatory time on the record will be provided with a copy of that information each pay-day.

2. 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-off 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 one (1) hour increment.

3. Payment for Compensatory Time

Payment in cash for accrued but unused compensatory time accrued during the preceding calendar year will be provided with the second pay in either January or April, as appropriate subject to department policy or under special circumstances at the request of the employee and subject to approval by the City. The wage rate used in the computation will be that rate in effect at the time of the payment.

Upon termination of employment, the employee will be paid for unused compensatory time on the basis of their final regular hourly rate (including applicable longevity) or the average rate received by the employee during the last three consecutive years of employment, whichever is higher. No compensatory time earned in a prior year shall be carried forward beyond the end of the subsequent fiscal year.

4. Compensatory Time Policies and Procedures

Each City Department is responsible for determining whether it will utilize compensatory time and the specific procedures to be used in that department for the use and payment of

compensatory time. Those procedures may not exceed the limits stated in this Appendix. It is the responsibility of the Director of every Department that is utilizing compensatory time to prepare a written policy to be followed in that Department and to explain the policy to all eligible employees.

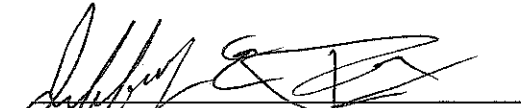
APPENDIX G: PUBLIC ACT NO. 9 OF 2011

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.

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

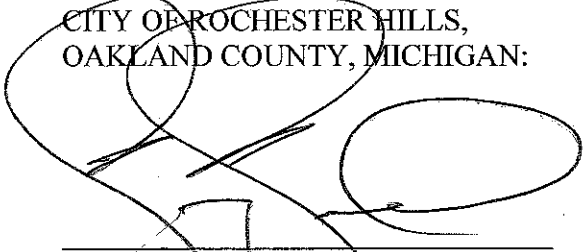
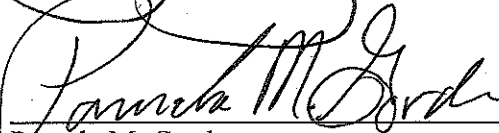


Gary R. Shimer, Staff Representative
A.F.S.C.M.E Council 25


Jeff Fox, President
A.F.S.C.M.E. Local 2491

Ratified by Union Membership:
September 7, 2011

CITY OF ROCHESTER HILLS,
OAKLAND COUNTY, MICHIGAN:


Bryan K. Barnett, Mayor
City of Rochester Hills
Pamela M. Gordon,
Director of Human Resources

Approved by Rochester Hills City Council:
September 12, 2011