

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

EFFECTIVE

APRIL 1, 1997 THROUGH MARCH 31, 2001

Rochester Hills, City of

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AGREEMENT

This Agreement is made this 18th. day of December, 1997, between the CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, (hereinafter referred to as the "Employer"), and the ROCHESTER HILLS CHAPTER OF 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, creed, color, age, sex, marital status, national origin, handicap or any other illegal 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, Media Specialist, City Accountant, Accounting Supervisor, Administrative Assistants, all Police and Fire Employees, Manager of Inspection Services, Manager Of Ordinance Services, Computer Operations Manager, City Communications Coordinator, Manager Of Traffic Services, Project Engineer, City Engineer, Surveyor, Administrative And Confidential Secretaries in the Department of Human Resources, Human Resources Analyst, Human Resources Assistant, Assistant to the Mayor, Financial Administrator, Senior Financial Analyst, Financial Analyst, Financial Analyst - Procurement, DP Systems Specialist, Computer Systems Assistant, Computer/Publishing Specialist, Gis Manager, Administrative And Confidential Secretaries in Mayor's Office, Executive Assistant - Administration, Administrative Secretaries in the Clerk's Department, Museum Staff Assistants, Camera Assistants, Park Attendants, Election Workers, Crossing Guards, Student Interns, Support Staff Aide and Temporary Employees.

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 2: 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 3: 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 4: 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 City Clerk not less than sixty (60) days after the implementation of this Agreement and can be changed only by written notice to The City Clerk not less than thirty (30) days before the check reflecting the new amount is to be issued. Such dues or service charges are to be deducted from the first two (2) 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 3 and 4 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 thirty (30) days written notice to the Employer and the Union.

ARTICLE 5: REPRESENTATION

- A. Employees shall be represented by three (3) stewards 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 7 and 8, investigate and present grievances to the Employer, upon having advised their Department Directors or, in her/his absence, her/his 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 7 and 8 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 6: 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, s/he shall receive the rate of pay for the time spent at the conference that s/he would have received had S/he been on the job. Arrangements for such special conferences, including who will attend, shall be made in advance and an agenda

of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or representative of the International Union.

ARTICLE 7: GRIEVANCE PROCEDURE

Definition of Grievance: A grievance is a complaint submitted by any employee(s) who is a member(s) of the bargaining unit covered by this contract that there is a violation, misinterpretation, or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance with the following procedures, provided that nothing herein shall be construed as preventing an individual employee from attempting to adjust a grievance with the Employer, provided that the Union shall have a right to be present at any meeting at which said adjustment is discussed.

Step 1

- A. The Grievant shall discuss items s/he believes are grievances with her/his steward.

- B. The steward will discuss the potential grievance with the Department Director. The Grievant may request to be present.
- C. If the matter is not resolved verbally through Step 1B, it shall be reduced to writing and submitted to the Department Director. The elapsed time for submitting a written grievance shall not exceed five (5) working days from its verbal initiation.
- D. No grievance shall be accepted and processed which is not filed within fifteen (15) working days after the Grievant 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. The City will issue any disciplinary action necessary within fifteen (15) working days after the City knew or had reasonable notice of the facts giving rise to the discipline.
- E. A written response to the grievance shall be tendered to the Rochester Hills Employees' President within five (5) working days of the receipt of the written grievance.

Step 2

- A. Within five (5) working days after receipt of the Step 1 answer, the Rochester Hills Employees' President may submit an appeal in writing to the Employer's designated representative. Upon receipt of the appeal, the Employer should schedule a meeting between no more than three (3) representatives of the Local Union (Council 25 representative may be included in this meeting) and no more than three (3) representatives of the Employer. The Employer shall inform the President, in writing, within five (5) working days after receipt of the appeal of the date of the 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-half ($\frac{1}{2}$) an hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made. The Employer will give her/his answer in writing to the Employee and the Rochester Hills Employees' President within five (5) working days after said meeting.
- C. The Rochester Hills President or her/his representative shall be allowed reasonable time off her/his job without loss of time or pay to investigate a grievance s/he is to discuss with

the Employer, provided such privilege is not abused. The Department Director will grant her/him permission to leave her/his work for this purpose.

Step 3: Pre-arbitration Meeting

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall within ten (10) working days of the last response from the Employer furnish the Director of Human Resources or designee with written notice that the Union desires to proceed to Arbitration.

- B. The parties shall each designate an advocate to represent them. The advocates shall confer and meet, if necessary, in a Pre-arbitration Meeting Within Sixty (60) Calendar Days After Receipt Of The Aforesaid Notice By The Employer. The Advocates Will Attempt To Resolve The Dispute, But If No Such Agreement Has Been Reached Within That Sixty (60) Day Period, The Union Shall Within Fifteen (15) Working Days After The Conclusion Of That Sixty (60) Day Period, Initiate Procedures for the selection of an arbitrator as provided by the American Arbitration Association.

STEP 4: ARBITRATION

A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may in any case agree in writing to abide by the expedited rules published by said Association.

B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, In her/his judgement, 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.

C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.

D. All costs of any arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses.

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 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 [5] working days).
- D. Long suspension without pay or discharge.

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct 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.

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

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

An employee shall, upon request, have access to his personnel file retained by the Employer, as defined by State law. It is further

agreed that an employee's personnel file shall be considered his official file in grievance hearings.

ARTICLE 9: SENIORITY AND PROBATIONARY EMPLOYEES

A new employee shall be considered a probationary employee for the first six (6) consecutive months of employment, excluding any time worked in other than full-time, regular employment. An employee shall become a seniority employee upon completion of the probationary period. Seniority shall be designated from the employee's most recent date of hire by the City.

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

During the probationary period, health care benefits will be provided the first of the month following sixty (60) days after employment. Life, dental, short-term disability and long-term disability insurance plus pensions are not provided during the probationary period. Insurance benefits will be provided the first of the month after six (6) months of employment. Annual

Leave will be earned and credited after three (3) months. Earned Vacation Leave will be credited after the end of the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of the Agreement, except discharged and disciplined employees for other than Union activity.

ARTICLE 10: SENIORITY LIST

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

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

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

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

ARTICLE 11: LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only if s/he:

- A. Quits or retires.
- B. Is discharged, and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
- C. Is absent for three (3) consecutive work days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and he is considered a voluntary quit.
- D. Does not return to work when recalled from a layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

E. Does not return to work at the end of an approved leave without proper excuse, acceptable to the Employer.

F. If An employee is unable to return to work after twenty four (24) consecutive months of approved leave. In certain cases, exceptions may be made by the employer.

First consideration will be shown to former employees who apply for new or vacant positions and after internal posting requirements have been met. Such rehired employees, after serving the probationary period, shall be credited with their former accrued Service time.

Employees on leave prior to August 11, 1995 will not be subject to Article 11, Paragraph F.

An employee's seniority shall be retained, but will not continue to accrue for the following reasons only:

A. An employee is on an approved extended illness leave, as provided for in Article 20 of the bargaining unit agreement, which exceeds six (6) calendar months.

- B. An employee is on a leave without pay, as provided for in article 21 of the bargaining unit agreement, which exceeds six (6) calendar months.
- C. An employee accepts a position with the employer out of the bargaining unit. 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, or;
 2. By exercising bump rights in the event of a layoff, which shall be limited to positions at or below the last position held in the bargaining unit.

If/when an employee returns to work in a bargaining unit position, accrual of seniority will resume.

ARTICLE 12: SHIFT AND WORK WEEK PREFERENCE

A. Shift Preference

In a case in which work in one (1) classification is done on more than one (1) 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 13: SENIORITY LIST 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 (3) employees designated by the Union as stewards regarding whom a written notification to the Employer was received by the Employer prior to issuance of any notice of layoff.

ARTICLE 14: 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 6.

ARTICLE 15: 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 ten (10) working days following the conclusion of negotiations.

ARTICLE 16: LAYOFF AND RECALL

A. Layoff

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

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

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

An employee may bump down to a previously held classification or a lesser classification for which the employee is qualified

(also see Article 11, section c, part 2). 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 ten (10) working days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

For purposes of Article 17: Promotions and Transfers, a laid off employee shall be considered as still employed for bidding on any posted vacancy. A laid off employee does not lose her/his seniority unless s/he fails to return to work when recalled as specified in Article 11, Paragraph D, and continues to accumulate seniority for up to one (1) year during the period of the layoff.

B. Recall

When the work force is increased or openings occur in any department while there are employees on layoff, employees will be recalled according to inverse order of their having been laid off, providing they have the current ability to do the available work. A laid off employee will remain on the recall list for a period of time equivalent to the length of her/his seniority. A laid off employee with more than two (2) years

seniority, will be removed from the recall list at the end of the two (2) years, unless s/he informs the Employer in writing within thirty (30) calendar days after the expiration of that two year period that he wants to remain on the recall list. Further, such employee must inform the Employer in this manner within thirty (30) calendar days after each anniversary of the expiration of that two (2) year period that s/he wants to remain on the recall list until the expiration of the period of time equivalent to the length of her/his seniority. If an employee is laid off, it will be her/his responsibility to register with the Employer his 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 registered or certified mail. If the employee fails to report her/his intent to report for work within seven (7) working days after delivery of notice of recall to the Post Office, s/he shall be considered a quit.

When the work force is increased or openings occur in any Department, probationary employees who are terminated due to a reduction in the work force will be considered for rehire for the period of time equal to their time served as a probationary employee providing: Laid off seniority employees

are determined not to be eligible for the available position(s) and the probationary employees have the current ability to do the work required in the position(s).

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 17: 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 (5) working days and filled within sixty (60) working days after completion of the posting period. Notice of postings for new job creations and vacancies will be sent to the President of the Union. Any bargaining unit member who meets the minimum qualifications of the posting shall be eligible to apply for said position. To apply for said position, an employee must submit a written application to the Director of Human Resources. The position shall be granted to the most qualified employee. If there 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 (6) 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 ninety (90) calendar day trial period to determine her/his ability to

perform the job. During the first forty-five (45) calendar days of the trial period, the employee shall have the opportunity to revert back to her/his former position.

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

Any time after thirty (30) calendar days during the trial period, if the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee will be returned to his original position. If the employee is unsatisfactory in the new position, notice and 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 s/he is on vacation will

be considered for that position provided the employee, at least ten (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.

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

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

- A. Once testing is established for a classification, the procedure shall be consistent as to the type of test(s) administered.
- B. Test questions shall pertain only to the duties and responsibilities of the posted classification/position.
- C. A minimum score of seventy percent (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 (3) years, the employee is not required to re-take said skill and/or performance test. 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 18: VETERANS

- A. Reinstatement of seniority employees: Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in her/his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In this event, s/he shall be offered such employment in line with her/his seniority as may be available which s/he is capable of doing at the current rate of pay for such work, provided s/he reports to work within ninety (90) calendar days of the date of such discharge or ninety (90) calendar days after hospitalization continuing after discharge for not more than two (2) years.
- B. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete her/his probationary period, and, upon completing it, will have seniority equal to the time s/he spent in the Armed Forces plus sixty (60) calendar days.

- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- D. Except as hereinafter provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.
- E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 19: LEAVES WITH PAY

A. Annual Leave

All regular, full-time seniority employees shall accrue four (4) hours of Annual Leave the first two pay periods of each

month for the remaining period of this Agreement. Each June 1st, employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum of six (6) days. Also on June 1st, employees will be paid 100 percent of their straight time hourly wage for any unused Annual Leave time in excess of six (6) Annual Leave days.

In order to take an Annual Leave day, an employee should notify her/his Department at least twenty-four (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 her/his shift on the day on which he wishes to take Annual Leave.

Such notification shall be in a reasonable manner as specified by the Mayor or Mayor's designee of the City of Rochester Hills. Likewise, if an employee must leave work because of an illness, the employee shall properly notify supervision in a reasonable manner as prescribed by the Mayor Or Mayor's designee. Annual Leave time will be charged out at a minimum of no less than one (1) hour.

When utilizing annual leave time, the employee shall consider the efficient operation of the Department concerned. The Employer will not unreasonably deny approval or discipline employees regarding the utilization of annual leave time as long as such annual leave time is utilized in accordance with this Article.

B. Funeral Leave

A seniority employee shall be allowed up to five (5) working days with pay, plus necessary travel time as funeral leave days, not to be deducted from Annual Leave, to attend the funeral or funeral related activities for a death in the immediate family. Immediate family is to be defined as follows: the employee's Mother, Father, Wife or Husband, Son, Daughter, or a member of the employee's household. A seniority employee shall be allowed up to three (3) working days with pay 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 Brother, Sister, Grandparents or Grandchildren. Such leave may be extended to include up to two (2) days travel time, in the discretion of the Employer. A seniority employee shall be allowed up to one (1) funeral leave day with

pay to attend the funeral or funeral related activities for: Grandparents of present spouse, Brother-in-Law or Sister-in-Law which shall not be deducted from Annual Leave. In addition, a seniority employee selected to be a pall bearer may be allowed up to one (1) funeral leave day per year with pay, not to be deducted from annual leave. Additional leaves of one (1) day each without pay to act as pall bearer may be granted in the discretion of the Employer.

C. Jury Duty

The Employer shall pay an employee who is called for Jury Duty the difference between the amount paid by the Jury Commission and the regular amount of pay.

D. Leaves for Union Business

Members of the Union may attend a State or Council convention of the American Federation of State, County and Municipal Employees, at their own cost and expense, without loss of pay or time, provided that the maximum number of working days allowed for such purpose for all members of the Union collectively shall not exceed five (5) days in any one (1) contract year. Not more than two (2) members of the Union may attend the Bi-Annual International Convention of the American

Federation of State, County and Municipal Employees, at their own cost and expense without loss of time or pay; provided, however, the total amount of time to be allowed for the members of the Union shall not exceed ten (10) days in any contract year. (Proof of attendance shall be given within five (5) days of return to Employer.)

E. Clause for Officers on Union Business

Conferences: Officials 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 ($\frac{1}{2}$) day per month and twelve (12) days in three (3) years. (Proof of attendance shall be given within five (5) days of return to Employer.)

F. The Union bargaining team will consist of four (4) members plus one (1) legal or union representative, and in the event they wish to bring a consultant or advisor to the meeting, they shall so advise the other party twenty-four (24) hours in advance. The Union members of the bargaining team will be allowed no more than sixteen (16) hours of paid release time

for contract negotiation preparation in the eight (8) weeks prior to the commencement of negotiations.

ARTICLE 20: EXTENDED ILLNESS LEAVE

An employee who becomes subject to a medical disability which does extend or is expected to extend beyond seven calendar days for illness, shall apply for extended illness leave, without regular City pay, and shall include in such application certification of such illness by a physician of the Employer's choosing. Such leave shall be for the duration of the medical disability, subject to verification and recertification as provided in this Paragraph no more frequently than every thirty (30) calendar days.

The Employer shall continue to pay medical and other insurance premiums for one (1) year after the beginning of an extended illness leave. No pension contributions shall be made for such an employee during the extended illness leave, except as is necessary to maintain eligibility.

When an employee has advance knowledge that S/he will become disabled and unable to perform her/his regular duties, whether by

elective surgery, maternity leave or otherwise, the employee shall provide a minimum of sixty (60) days notice to the Employer prior to the first day of disability, specifying the expected period of disability. If for any reason the employee is required to commence her/his leave prior to the expected first day of disability, s/he will provide the Employer with a statement from her/his physician indicating the new period of disability. If upon return from leave an employee is unable to resume all regular work duties or activities, the employee shall provide the Employer with a statement from his physician specifying the restrictions upon the employee's activities and the date the employee will be able to resume all of her/his regular duties. Upon receipt of said statement, the Employer shall have the option of permitting the employee to return to work within the indicated restrictions or requiring the employee to remain on leave until s/he can resume all of her/his regular duties. A pregnant employee shall be eligible for leave as provided in this Article. The Employer will treat Maternity as it does any other illness or disability, including the treatment of Maternity as an extended illness subject to the provisions of Article 20.

Fringe benefits do not accrue during this leave of absence and seniority is frozen after six continuous months of medical

disability. Upon return from this leave of absence, an employee shall be reinstated to a position in her/his job classification provided an employee with more seniority is not displaced.

ARTICLE 21: LEAVES WITHOUT PAY

A. Emergency Leaves

Emergency personal leaves of absence may be granted for up to thirty (30) days without loss of seniority or any contractual benefits, with the exception of wages. An employee will request emergency leave at least twenty-four (24) hours prior to the start of the next shift. Within twenty-four (24) hours of such request, the Employer will inform the employee as to whether the emergency leave will be granted and the duration of the leave. When emergency leave of absence without pay is granted, the employee will have the option to utilize or freeze Annual Leave time and vacation time that has been accrued. Upon completion of the emergency leave, the employee will be returned to his former position.

B. Other Leaves

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

1. Care giver Leave: Allowing an Employee to care for a member of their family. Thirty (30) calendar days; renewable.
2. Serving in an elected position (public or union). Duration of term not to exceed two (2) years.
3. Serving in an appointed position with the Council or International Union. Duration of term not to exceed two (2) years.
4. Personal Leave: Thirty (30) calendar days; renewable.
5. Education Leave: Six (6) months; renewable.

All rights and responsibilities granted under this contract provision 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 MLA concurrently with that leave up to the twelve weeks per year granted under the Act (the employee must use Vacation Leave first under MLA - may use Annual Leave - before utilizing unpaid leave time

under MLA). Employees who exhaust MLA may request and may be granted additional leave as provided for in this Article.

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

- C. Except as otherwise provided in Paragraph A of this Article, fringe benefits do not accrue during unpaid leaves of absence, seniority is frozen after six (6) continuous months of unpaid leave, and all accrued paid vacation leave must be exhausted before commencement of the leave. Again except as provided in Paragraph A 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.

ARTICLE 22: TEMPORARY EMPLOYEES

- A. 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 (1) year. However, temporary Parks, Forestry & Facilities and Public Services employees may work for a period not to exceed 720 hours worked in any one (1) year. A year is defined as a calendar year, January 1st through December 31st.

- B. The total number of temporary employees shall not exceed twenty percent (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 & Facilities employees shall be excluded from the total number of temporary employees specified herein.
- C. Temporary employees will not be hired to regularly fill any job vacancy, but will be used to supplement the regular work force.
- D. Temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than rate of pay.
- E. Temporary employees shall not be worked overtime in place of full-time employees.

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 eight (8) hours per day, plus one (1) unpaid lunch period. A regularly-scheduled week shall not exceed forty (40) hours for all personnel.
- B. Employees may take a "coffee break" in the A.M. and also a "coffee break" in the P.M. (not to exceed fifteen [15] minutes), or the first half and second half of their regular shift, whichever may apply.
- C. An employee shall be guaranteed at least four (4) hours pay at the rate of time and one-half (1 ½) 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.
- D. 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 shall be the

Department of Public Services overtime procedure, as stated in Appendix D.

If in the judgement of supervision there exists an emergency or operational difficulty which 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.

- E. Employees called at home in the evening or after hours shall receive time and one-half ($1 \frac{1}{2}$), and double (2) time for Sundays and Holidays.
- F. Any employee required to work more than two and one-half ($2 \frac{1}{2}$) hours past their shift, or more than four (4) consecutive hours on a call-in basis, shall receive a meal allowance up to eight (8) dollars. Every four (4) consecutive hours thereafter, the employee will again receive a meal allowance up to eight (8) dollar. The employee will be granted reasonable time to consume the meal and will provide receipts for reimbursement.

- G. With the exception of those shift rotations employed in the Departments of Parks/forestry/facilities, Assessing and Building, along with Engineering and the Communications Divisions, 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 ($1 \frac{1}{2}$), 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 Article 23D, Paragraph 2.
- H. Double-time will be paid for work performed on Holidays and Sundays and for work after ten (10) hours continuously on the same shift. For those employees in the parks' division assigned a regular work week other than Monday through Friday, they will be paid double-time for work performed on their designated "Sunday" (e.g. mon. & tues. Off, with Tuesday being the "Sunday").
- I. The Employer will pay a shift premium Of \$0.35 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.

J. The Employer will pay a special premium of \$1.00 per hour worked for unscheduled overtime involving underground excavation and sewer plugs.

K. The Employer will pay a special premium of \$0.35 per hour worked to secretaries who demonstrate proficiency in two out of three of the advanced secretarial skill areas by successfully passing the following City administered tests for; shorthand/ transcription, spreadsheet development/revision, and correspondence writing.

ARTICLE 24: HOLIDAY PROVISIONS

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

Day Before New Year's	Labor Day
New Year's Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Good Friday	Day preceding Christmas
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

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 & Facilities. 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. 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.
- Eleven (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 (6) 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 rain-wear, 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 Appraisers, Building Department Inspectors, Ordinance Enforcement Officers, and Engineering Aides) 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 EQUIPMENT: Issued as necessary.

ARTICLE 26: VACATIONS

A. An employee will earn credit toward vacation with pay in accordance with the following schedule:

Service	Rate of Accrual	Maximum Vacation
Date of hire to five (5) years of service.	One (1) working day for each month of service in the accrual year.	Ten (10) working days vacation per year.
Five (5) years and one (1) day of service to eleven (11) years of service.	One and one-half (1-1/2) working days for each month of service in the accrual year.	Fifteen (15) working days vacation per year.
Eleven (11) years and one (1) day of	Two (2) working days for each month of service	Twenty (20) working days vacation per

service to
eighteen (18)
years of
service.

in the accrual
year.

year.

Eighteen (18)
years and one
(1) day of
service and
more.

Two and one-half
(2-1/2) working days
for each month of
service in the
accrual year.

Twenty-five (25)
working days
vacation per
year.

For example, if an employee is hired on November 15, 1974, that employee would begin accruing vacation time at the rate of one and one-half (1-1/2) working days per month on November 16, 1979 and for the year November 16, 1979 through November 15, 1980, that employee can accrue a maximum of three (3) weeks paid vacation. That same employee will commence accruing vacation at the rate of two (2) working days per month on November 16, 1985; and for the year from November 16, 1985 through November 15, 1986, that employee can accrue a maximum of four (4) weeks paid vacation. That same employee will commence accruing vacation at the rate of two and one-half (2-1/2) working days per month on November 16, 1992; and for the year from November 16, 1992 through November 15, 1993, that employee can accrue a maximum of five (5) weeks paid vacation.

- 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. These employees will be notified within ten (10) days of their request for the third, fourth and/or fifth weeks of vacation, whether it will be granted in the form of vacation or payment in lieu of vacation.
- D. When an employee has accumulated the maximum amount of vacation time allowed, no additional time will be earned.

ARTICLE 27: VACATION PERIOD

A. Service

Date of hire

to five (5)

Minimum Allowable

One (1) or more

weeks of consecu-

years.

tive days. Remainder may be taken in one (1) day increments to a maximum of five (5) days*.

Five (5) years and one (1) day of service to eleven (11) years of service.

One (1) or more weeks of consecutive days. Remainder may be taken in one (1) day increments to a maximum of five (5) days*.

Eleven (11) years and one (1) day of service

One (1) or more weeks of consecutive days. Remainder may be taken in one (1) day increments to a maximum of ten (10) days

*Such single day increments must be taken either during the year in which those single day increments were accrued, or during the year which immediately follows that in which the single day increments were accrued.

In order to take vacation, each employee must provide a minimum of two (2) weeks notice to the Department Director. Paid vacation may be taken in additional one (1) day increments if requested from the Department Director and approved by the Department Director or the Director of Human Resources.

- B. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Department concerned.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- D. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be

rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

- E. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.

ARTICLE 28: 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 29: 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

description and rate 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 30: SAFETY COMMITTEE

A Safety Committee of employees and the Employer's representatives is hereby established. This Committee will include a Steward or employee of each Department and shall meet at the call of either party during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 31: INSURANCE

- A. The Employer will provide each full-time employee, without cost to the employee Blue Preferred Plan, Blue Cross and Blue Shield of Michigan "Prudent Purchaser Organization" (PPO) as follows: Comprehensive Hospitalization, D-45NM, MVF-1, ML, Trust/Plus 15, Master Medical Option 5, Preferred Rx Prescription Drugs (\$10.00 co-payment), PD-MAC, APDBP and Vision A-80. The employee will pay 100% of the cost for family continuation and sponsored dependent(s).

- B. As an option to the Blue Cross and Blue Shield of Michigan coverage described above, the Employer offers to its employees coverage provided by the Health Alliance Plan of Michigan (HAP), more specifically described as Contract Extra including

Riders \$5.00 co-payment and \$8.00 co-payment starting May 1, 1996.

C. Employees shall receive a term life insurance policy with a benefit equal to the nearest \$5,000 increment less than the employees's base wage, with a maximum of \$50,000. Employees, who at the signing of this agreement, already have city provided coverage at \$25,000 or \$30,000 and who do not earn a base wage at least at that level will retain that level of coverage until such time as their base wage exceeds their current level of coverage and qualifies for increased coverage.

D. The Employer will provide short-term disability insurance which guarantees that the disabled employee will receive two-thirds ($2/3$) of his base wage income provided by the Employer, to a maximum benefit of six hundred dollars (\$600) per week, beginning with the first day in case of an accident and the eighth day in case of illness for twenty-six (26) weeks. In addition, the Employer will provide long-term disability insurance which guarantees that the disabled employee will receive sixty percent (60%) of his base wage income provided by the Employer to a maximum of two thousand five hundred

Dollars (\$2,500) per month, beginning with the one hundred eighty-first day after the accident or the commencement of the illness until the employee reaches the age of sixty-five (65) or longer as required by Federal law.

- E. The Employer shall provide full-family Delta Dental Care Insurance as provided in Policy 1355.
- F. The Employer agrees to pay the premium for insurance coverage contained in Article 31, but does not guarantee the payment of the benefits.
- G. Employees who receive health or dental insurance have the option to be paid \$150.00 per month if they elect not to receive health insurance from the Employer, and \$16.00 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.

- H. Health And Wellness Program: The Committee will determine, after exploring available resources, the level of funding necessary to implement and maintain that program. Funding, other than grants from outside sources AND SOME "IN-KIND" ASSISTANCE FROM THE CITY, shall be provided for by each of the employees represented by the Union based on a percentage of the City's cost for each of the represented employee's health benefit premium up to one percent (1%).

ARTICLE 32: WORKERS' COMPENSATION

On the Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. In addition, each employee will be provided with paid health insurance coverage for twelve (12) months after the injury if the employee is simultaneously receiving

Workers' Compensation income. While receiving Workers' Compensation benefits, Vacation and Annual Leave is not earned.

ARTICLE 33: RATIFICATION AND TERMINATION

This Agreement shall be effective retroactively to April 1, 1997 for the payment of wages for hours previously paid, and for all other purposes, shall be in full force and effect on December 18, 1997.

This Agreement shall remain in full force and effect except as provided below Until March 31, 2001 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (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 34: SAVINGS CLAUSE

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

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

ARTICLE 35: 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 36: 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

The Employer agrees to pay three percent (3%) across the board wage increase on April 1, 1997 for the period from April 1, 1997 through March 31, 1998.

The Employer agrees to pay three percent (3%) across the board wage increase on April 1, 1998 for the period from April 1, 1998 through March 31, 1999.

The Employer agrees to pay three percent (3%) across the board wage increase on April 1, 1999 for the period from April 1, 1999 through March 31, 2000.

The Employer agrees to pay three percent (3%) across the board wage increase on April 1, 2000 for the period from April 1, 2000 through March 31, 2001.

Longevity

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

After 5 years of service	1 1/2%
After 8 years of service	3 1/2%
After 11 years of service	4%
After 14 years of service	4 1/2%
After 17 years of service	5 1/2%

For employees hired after August 11, 1995, such employees shall be paid according to the following system:

first 12 months of employment	80% of prevailing rate
from 1 year, 1 day to 2 years	85% of prevailing rate
from 2 years, 1 day to 3 years	90% of prevailing rate
from 3 years, 1 day to 4 years	95% of prevailing rate
from 4 years, 1 day	100% of prevailing rate

Experience shall be figured on the basis of days actually worked. Time on layoff does not count toward experience credit. The Employer may give credit to a newly-hired employee for experience with other employers for work of the same or similar nature. Any experience credit obtained by an employee shall be transferred to any position which may be held within the unit.

An employee, who is receiving less than 100% of the prevailing rate for his/her classification, may receive an early increase in the percentage of the prevailing rate paid to that employee.

- An early increase will be granted to the employee based on the recommendation of the employee's department director.
- Such recommendations must be based on the employee's overall above average job performance as documented by the department director.

The department director shall use the City's performance appraisal forms as the basis for documenting the necessary level of performance required of the employee.

APPENDIX B: PENSION

The Employer will continue to pay ten percent (10%) of the employee's total annual wage into the pension fund. Employees may continue voluntary payments to the pension fund over and above that contributed by the Employer. For employees hired on or after April 1, 1992, benefits attributable to Employer contributions will not be vested until completion of five (5) years of credited service. Upon completion of that five (5) years of credited service, those benefits will be one-hundred percent (100%) vested.

APPENDIX C: RETIREE INCENTIVE SAVINGS PLAN

To encourage Local 2491 members to save for costs associated with retirement (i.e. health insurance, leisure pursuits and various other expenses in retirement), the City offers the following:

During the remainder of this Agreement, the City will pay an incentive bonus to any Local 2491 bargaining unit member in the amount of \$.50 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 one percent (1%) of the member's gross wages.

During 1997 (and 1998/1999 if the employee is not able to contribute the total amount needed) only, and in lieu of the above, the City will pay any Local 2491 bargaining unit member an incentive of \$1,500.00 provided the member voluntarily contributes a minimum of \$3,000.00 into any eligible City sponsored tax deferred compensation plan. In addition, the City will pay any member who, during 1997 (and 1998/1999 if the employee is not able to contribute the total amount needed in 1997/1998), contributes \$3,000.00 into any City sponsored tax deferred compensation plan, another \$1,500.00 consistent with the \$.50 on the dollar incentive bonus program described in the previous paragraph. The maximum obligation of the City to any member during calendar year 1997 (and 1998/1999 if the employee is not able to contribute the total amount needed in 1997/1998) under this provision would be \$3,000.00.

APPENDIX D: DPS OVERTIME

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

- All qualified Department of Public Services (DPS) employees are eligible to sign-up for overtime.
- the City will provide pagers to those individuals in the classification of Crew Leader, Heavy Equipment Operator, Light Equipment Operator, Pump Maintenance, and Laborer II wishing to be considered for unscheduled overtime. 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.
- Sign-up sheets will be posted each Monday and removed Thursday for availability during the following week.
- Those signing-up for available overtime must initial slots for which they wish to be considered.
- Cumulative overtime lists will be tallied separately for snow plowing operations and total overtime. On January 1, 1998 and each October 1 thereafter, totals on lists will be zeroed.

For snow plowing operations, employees within the Light Equipment Operator, Heavy Equipment Operator and Crew Leader Classifications will be considered together without differentiation between classifications.

For all other operations, employees will be considered for overtime within their classification, as determined appropriate for the operation based upon total overtime charged, including snow plowing.

- Anyone not signing-up for overtime or after signing the overtime list and being unable to respond in a timely manner when called upon will have time worked by others charged against them on the appropriate overtime list at the rate and hours of those working. In the event both plowing and other operations occur simultaneously, time will first be charged against the plowing tally, with additional hours charged against total overtime.

- All overtime will be charged at the rate and hours of those working. (Example: Light Equipment Operator @ double time.). Plowing operations will be charged across the Light Equipment

Operator, Heavy Equipment Operator and Crew Leader classifications without differentiation.

When an employee signs-up for overtime and is not asked to work, such time will not be charged against the overtime list.

- Cumulative overtime lists for plowing operations and for other operations (based upon total overtime charged) will be available.
- For scheduled overtime, Management will choose qualified workers who have the lowest number of hours listed for either plowing operations or other operations, as the case may be.
- For unscheduled overtime, management will page qualified employees who have the lowest number of hours listed on the appropriate 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 10 minutes may be considered unavailable by their supervisor, and other employees may be considered. The ability for an employee to report to work in a timely manner,

given the circumstances, will be considered by supervision when assigning overtime. In the event additional employees are needed after pages are sent, other provisions of the contract related to overtime may be exercised by supervision. Once notified, employees must report immediately to work.

- 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:

In the event an employee must report to work for overtime, notice of cancellation is given by 8:00 pm the evening before the employee is to report for overtime;
or

Overtime is an extension of the employees shift.

- If, in the judgement of supervision, there exists an emergency or operational difficulty which requires overtime work,

supervision may assign overtime as needed, and the employees assigned the overtime shall work it.

- In order to work scheduled overtime, employees must have worked their prior regular shift.

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 U.S. Department of Transportation requirements for CDL regulated drivers.

APPENDIX E: FLEX-TIME

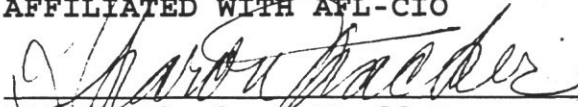
To facilitate both the needs of the City and the employees, a system of voluntary flex-time may be utilized. The following outline serves as the basis for such an arrangement:

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 (2) hours beyond the flex-time schedule day (e.g., beyond twelve hours when working a ten-hour flex-time day).

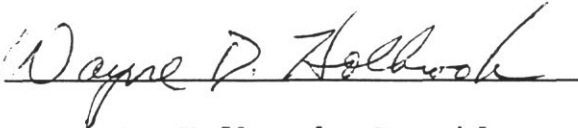
7. When the flex-time schedule utilizes other than eight (8) hour days, individual vacation days will be charged out in the appropriate hours to equal forty (40) hours in that work week.
8. To qualify for a meal allowance on a flex-time schedule, employees must work two hours beyond their scheduled flex-time 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.

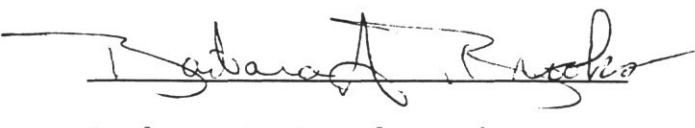
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO


Sharon Thacker, Staff Rep.
A.F.S.C.M.E. Council 25

CITY OF ROCHESTER HILLS,
OAKLAND COUNTY, MICHIGAN


Kenneth D. Snell, Mayor
City of Rochester Hills


Wayne D. Holbrook, President
A.F.S.C.M.E., Local 2491


Barbara A. Brooks, Director
Human Resources Department

LETTER OF AGREEMENT

The City of Rochester Hills ("City") and the Rochester Hills Chapter of Local 2491, affiliated and chartered by Michigan Council 25 of the American Federation of State, County and Municipal Employees ("Union") are parties to a collective bargaining agreement dated December 18, 1997. As a result of those negotiations, the parties agree to the following:

Should the City provide orthodontic dental insurance coverage to its employees who are members of AFSCME Local 1917 or Non-Union employees, the City hereby agrees to provide the same orthodontic dental insurance coverage to its employees who are members of AFSCME Local 2491 pursuant to the terms and conditions which govern the receipt of this benefit by members of Local 1917 or Non-Union employees. For purposes of this Letter of Agreement, terms and conditions include either the same or similar funding mechanisms.

This Letter of Agreement is binding and valid through March 31, 2001 and contains all of the agreements of the parties regarding orthodontic dental insurance coverage.

CITY OF ROCHESTER HILLS

AFSCME, LOCAL 2491

By: [Signature]

By: Wayne Holbrook

Its: Human Resources Director

Its: Local 2491 President

Dated: 12/18/97

Dated: 12-18-97

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

AFSCME LOCAL 2491				
WAGE SCHEDULE				
4/1/97-3/31/2001				
	04/01/97	04/01/98	04/01/99	04/01/00
	THROUGH	THROUGH	THROUGH	THROUGH
CLASSIFICATION	03/31/98	03/31/99	03/31/2000	03/31/2001
ACCOUNTING TECHNICIAN	17.67	18.21	18.75	19.31
APPRAISER I	16.34	16.83	17.33	17.85
APPRAISER II	18.77	19.33	19.91	20.51
ASSESSING TECHNICIAN	15.75	16.22	16.71	17.21
BOOKKEEPER I	13.09	13.48	13.89	14.31
BOOKKEEPER II	13.82	14.24	14.66	15.10
BOOKKEEPER III	15.09	15.54	16.01	16.49
CHIEF APPRAISER	23.30	24.00	24.72	25.46
CLERK I	12.50	12.88	13.27	13.66
CLERK II	12.88	13.26	13.66	14.07
CLERK III	14.03	14.45	14.88	15.33
CREW LEADER	17.67	18.21	18.75	19.31
CUSTODIAN I	14.32	14.75	15.19	15.64
CUSTODIAN II	15.04	15.49	15.95	16.43
CUSTOMER SERVICE SPECIALIST	17.05	17.56	18.08	18.63
GARAGE CLERK	14.03	14.45	14.88	15.33
ENGINEERING AIDE	15.92	16.40	16.89	17.40
ENGINEER I	20.30	20.91	21.54	22.18
ENG. CONST. INSPECTOR I	16.42	16.91	17.42	17.94
ENG. CONST. INSPECTOR II	17.47	17.99	18.53	19.09

ENGINEERING TECH.	18.08	18.62	19.18	19.75
GARAGE HELPER	11.33	11.67	12.02	12.38
GIS TECHNICIAN	17.05	17.56	18.08	18.63
HEAVY EQUIPMENT OPERATOR	17.05	17.56	18.08	18.63
INSPECTOR - BLDG, PLBG, ELECT, HVAC, CROSS CONNECTION/ PLUMBING INSPECTOR	19.88	20.48	21.09	21.72
MUSEUM INTERPRETIVE SPECIALIST	15.07	15.52	15.99	16.47
LABOR I	14.29	14.71	15.16	15.61
LABORER II	14.85	15.30	15.76	16.23
LEAD MECHANIC	18.54	19.10	19.67	20.26
LIGHT EQUIPMENT OPERATOR	16.17	16.66	17.16	17.67
MECHANIC I	15.55	16.02	16.50	17.00
MECHANIC II	17.41	17.93	18.47	19.02
OFFICE COORDINATOR	17.67	18.21	18.75	19.31
ORD. ENFORCEMENT OFFICER	19.88	20.48	21.09	21.72
ORDINANCE TECHNICIAN	15.75	16.22	16.71	17.21
PARK/FORESTRY RANGER I	15.07	15.52	15.99	16.47
PARK RANGER II	17.67	18.21	18.75	19.31
PERMIT/TRAFFIC TECHNICIAN	18.75	19.31	19.89	20.48
PERSONAL PROPERTY AUDITOR	18.77	19.33	19.91	20.51
PLAN EXAMINER	19.88	20.48	21.09	21.72
PLANNER I	18.54	19.10	19.67	20.26
PLANNER II	20.87	21.49	22.14	22.80

[illegible]

