

**AGREEMENT ENTERED INTO BETWEEN THE**

**CITY OF ROYAL OAK**

**AND**

**LOCAL #2396 -**

**MICHIGAN AFSCME COUNCIL #25**

**JUNE 1, 1995 - JUNE 30, 2000**

*Royal Oak, City of*

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
24.0 - ACCIDENTS .....	16
40A.0 - ALCOHOLIC BEVERAGES & CONTROLLED SUBSTANCES .....	29
25.0 - ATTENDANCE .....	16
33.0 - BEREAVEMENT .....	23
21.0 - BULLETIN BOARD .....	15
28.0 - CHANGE OF ADDRESS .....	19
28A.0 - CHANGE IN MARITAL AND/OR DEPENDENT STATUS .....	19
20.0 - CLASSIFICATION PLAN .....	13
2.0 - COLLECTIVE BARGAINING DEFINED .....	1
46.0 - CONTRACT PRINTING .....	32
10A.0 - DISCIPLINARY PROCEDURE .....	9
18.0 - DISTRIBUTION OF OVERTIME .....	13
47.0 - DURATION OF AGREEMENT .....	32
25A.0 - DUTY/NON-DUTY DISABILITY .....	17
35.0 - EMERGENCY LEAVE .....	24
10.0 - GRIEVANCE PROCEDURE .....	5
27.0 - HEALTH EXAMINATIONS AND REQUIREMENTS .....	19
32.0 - HOLIDAYS .....	22
34.0 - INJURY LEAVE .....	23
36.0 - INSURANCE .....	24
45.0 - JURY DUTY .....	32
14.0 - LAYOFF .....	10
30.0 - LEAVE OF ABSENCE .....	20
38.0 - LONGEVITY PAY .....	28
13.0 - LOSS OF SENIORITY .....	10
6.0 - MANAGEMENT RIGHTS .....	2
17.0 - MINIMUM CALL BACK TIME .....	12
22.0 - OTHER EMPLOYMENT AND CONFLICTS OF INTEREST .....	15
16.0 - OVERTIME .....	12
44.0 - PAY PLAN .....	31
41A.0 - PENSIONS .....	30



## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
41B.0 - PREMIUM ADJUSTMENT .....	31
4.0 - PROHIBITED PRACTICES .....	1
26A.0 - PROMOTIONS .....	18
1.0 - PURPOSE AND INTENT .....	1
12.0 - RE-EMPLOYMENT OF VETERANS .....	10
5.0 - RECOGNITION EMPLOYEES COVERED .....	2
9.0 - REPRESENTATION AT SPECIAL CONFERENCES .....	5
26.0 - RESIGNATIONS .....	17
19.0 - REST PERIODS .....	13
23.0 - RETURN OF CITY PROPERTY .....	15
3.0 - RIGHT TO ORGANIZE .....	1
40.0 - SAFETY AND SANITARY CONDITIONS .....	29
11.0 - SENIORITY .....	9
41.0 - SEPARABILITY OF CONTRACT .....	30
37.0 - SICK LEAVE CONTROL PROGRAM .....	27
29.0 - SICK LEAVE AND UNSCHEDULED ABSENCES .....	19
39.0 - SUSPENSION OF LEAVES .....	29
43.0 - TIME CLOCKS .....	31
23B.0 - TRAINING AND EDUCATION .....	16
41C.0 - TUITION REIMBURSEMENT PROGRAM .....	31
23A.0 - UNIFORMS .....	15
7.0 - UNION SECURITY .....	4
8.0 - UNION DUES AND/OR SERVICE FEES DEDUCTIONS .....	4
31.0 - VACATION LEAVE .....	21
23C.0 - VEHICLES .....	16
42.0 - WAIVER OF BARGAINING DURING CONTRACT TERM .....	31
15.0 - WORK SCHEDULE .....	11

## **A G R E E M E N T**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, between the CITY OF ROYAL OAK, MICHIGAN, (hereinafter the "EMPLOYER"), and LOCAL #2396, MICHIGAN AFSCME COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter the "UNION").

### **Section 1.0 - PURPOSE AND INTENT**

**1.1** The general purpose of this Agreement is to set forth provisions and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

**1.2** The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

**1.3** To these ends, the Employer and Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

### **Section 2.0 - COLLECTIVE BARGAINING DEFINED**

**2.1** To bargain collectively in the performance of the mutual obligation of the City through its designated representative(s) and the representative(s) of the Union to meet at reasonable times and to confer in good faith in respect to wages, hours, and other conditions of employment (including, but not limited to, grievance procedures, holiday and vacation pay, sick leave, jury duty, pensions, insurance coverage of various kinds, seniority, and layoff), and the execution of the written Agreement incorporating the results of such bargaining.

### **Section 3.0 - RIGHT TO ORGANIZE**

**3.1** Pursuant to, and in accordance with, all applicable provisions of Act 336, Public Acts of 1947, as last amended, the State of Michigan, employees of the City of Royal Oak have the right of self organization to join a Union and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

### **Section 4.0 - PROHIBITED PRACTICES**

**4.1** No employee shall be favored or discriminated against, either by the Union or the Employer because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, participates in a picket line or similar demonstration, or makes statements to the press, the public or any appointed or elected official on any matter not involving a current department investigation.

**4.2** The Employer and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their right to join or not join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance, except as provided under the Union Security clauses and Dues-Check-Off clause.

**4.3** The Employer will not aid, promote, or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.

**4.4** No person employed by, nor applicants for, employment with the Employer, nor any applicant for Union membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliations.

**4.5** It is understood that the services performed by the City employees are essential to the public health, safety and welfare of the community. The Union, therefore, agrees that during the term of this Agreement, the Union will not engage in a strike, work stoppage, slow down, or other interference with the Employer's operations. Likewise, the Employer agrees that during the term of this Agreement, there shall be no lockouts of the employees. In the event of a strike, work stoppage or slow down, the Union will cooperate with the Employer in notifying its members to cease and desist such conduct. Failure to comply shall be grounds for discharge.

## **Section 5.0 - RECOGNITION EMPLOYEES COVERED**

**5.1** The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment; and, for the terms of this Agreement, the employees included in this bargaining unit shall be as follows (but excluding temporary, seasonal and supervisory employees):

Building Inspector, Electrical Inspector, Plumbing Inspector, Rehabilitation Finance Officer, Librarian I, Librarian II, Librarian III, Mechanical Inspector, Supervisor of Inspections, Code Enforcement Officer, Housing and Block Grant Aide, Housing Inspector, Computer Operator, Secretary to the City Commission and all Clerical employees, including Clerk Stenographer I, II, and III, Cashier I and II, Payroll Clerk I and II, Municipal Clerk I, Municipal Clerk II and Municipal Clerk III, of the City of Royal Oak; excluding Secretary to the City Manager, Secretary to the City Attorney and Secretary to the Personnel Director.

It had been discussed and was contemplated that during the contract term [1986-1989] the City would be adding an employee in the position of Programmer Analyst. This position is not being added to do the work of the computer operator position nor will that person be allowed to work primarily doing computer operator functions, nor cause the elimination of a bargaining unit position.

**5.2 Temporary Employees:** The Employer agrees that it will not use temporary or seasonal employees in such a manner as to displace Union employees from their jobs. The Union recognizes that the Employer has the right to use temporary or seasonal employees on jobs of a temporary or seasonal nature and that the Employer is under no obligation to combine two or more temporary or seasonal jobs involving disparate functions in order to create a full time job. By definition, a temporary employee shall be any employee working at the rate of twelve hundred (1200) hours in any fiscal year. The City shall provide the Union President with copies of time sheets applicable to temporary employees each pay period.

## **Section 6.0 - MANAGEMENT RIGHTS**

**6.1** The City hereby retains and serves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan, and by its City Charter and City Ordinances

adopted pursuant thereto, except as abridged, delegated or modified by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

- (a) To manage the City effectively and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) To determine the number, location and type of facilities or the improvement of existing facilities;
- (d) To determine the size of the work force and increase or decrease its size;
- (e) To hire, assign, and lay off employees, to reduce the work week or effect reduction in the hours worked by combining layoffs and reductions in workweek or work day;
- (f) To direct the work force, assign work and determine the number of employees assigned to various operations;
- (g) To establish, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications. The Employer shall notify the Union prior to establishing a new classification and rate structure. In the event the Union does not agree that the description and/or rate are proper, it shall be subject to negotiations.
- (h) Departmental rules and regulations previously adopted by the Employer, and not inconsistent with the provisions of this Agreement, shall continue in effect. The Employer retains the right to make reasonable modifications of such rules and to adopt reasonable new rules.

**6.2** The Employer reserves the right to sub-contract any municipal work, functions or operations; but every effort shall be made not to sub-contract any such work, functions, or operations as long as financially feasible for the Employer to continue the performance of such work, functions, or operations. The Employer agrees that it will give reasonable notice of its intention to sub-contract any work performed by Union members.

**6.3** No policies and procedures covered in this Agreement shall be construed as delegating to others, or as reducing or abridging any of the following authority conferred on City officials, except as expressly provided by this Agreement.

**6.3.1** The Charter responsibility of the City Manager as Chief Administrative Officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of executive responsibilities defined by the Charter.

**6.3.2** The Charter responsibility of the Mayor and City Commission as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

**6.3.3** The responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities.

**6.3.4** The Charter responsibilities of the City in determining the function and organization of the respective departments and divisions.

**6.3.5** The responsibilities of the Department Heads governed by Charter provisions, ordinances, and Civil Service Rules:

- (a) To hire, assign, transfer and promote employees to positions within the agency;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for just and reasonable cause;
- (c) To relieve employees from duties because of lack of work or funds;
- (d) To determine the methods, means and personnel necessary for departmental or agency operations;
- (e) To control departmental or agency budget;
- (f) To take whatever actions are necessary in situations of emergency to perform the functions of the Department.

**6.3.6** The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the Department and City Commission.

**6.3.7** The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan.

## **Section 7.0 - UNION SECURITY**

**7.1** The Employer 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.

**7.2** Employees hired into positions covered by this Agreement after its signing, or rehired, reinstated or transferred, shall be required, as a condition of employment, to either become members of the Union or pay the equivalent of the Union's regular monthly dues referred to as a fee for bargaining services. No such employee shall be hired unless he/she first executes the appropriate "Authorization for Wage Deduction", provided that in the event this provision is held to be unlawful by Court decision, then the parties will negotiate such substitute provision as may be lawful.

**7.3** The Union recognizes the right of the City to use volunteer workers; provided that volunteers shall not be used to displace full time positions.

## **Section 8.0 - UNION DUES AND/OR SERVICE FEES DEDUCTIONS**

**8.1** During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues and/or service fees levied in accordance with the Constitution and By-Laws of the Union from the wages of each employee who executes the appropriate "Authorization for Wage Deduction" form.

**8.2** The Employer shall have no responsibility for the collection of initiation fees, reinstatement fees, special assessments, or any other fee other than the monthly membership dues and/or service fees.



**8.3** Dues deductions for any calendar month shall be remitted by the Director of Finance to the designated financial officer of the Union as soon as possible after the end of the month in which the dues are collected.

**8.4** Check-off deductions under a properly executed authorization for check-off dues form will become effective at the time the authorization is signed by the employee, and shall be deducted from the first pay of the month and each month thereafter.

**8.5** When an employee does not have sufficient money due him/her after deductions have been made from pension, social security, and/or other deductions authorized by the employee, as may be required by law, the Union dues for a particular deduction period will be collected by the Union directly from the employee.

**8.6** The Union agrees to save the City harmless from any action growing out of dues deductions commenced by any employee or other person against the City or its officials and will assume full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union official.

## **Section 9.0 - REPRESENTATION AT SPECIAL CONFERENCES**

**9.1** The employees shall be represented by a committee of three (3), one (1) of whom shall be the Chairperson, who shall be chosen in any manner determined by the Union. There may be an alternate appointed to serve in the absence of a regular committee person.

**9.2** Promptly following the effective date of this Agreement, the Union and the Employer shall provide each other with a written list of names and titles of their respective representatives and will, from time to time, provide prompt notice of any change.

**9.3** Special conferences for important matters may be arranged between the Local President, the Employer or its designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the Employer and at least two (2), but no more than four (4), representatives of the Union, as deemed necessary. The arrangements for such special conferences shall be made in advance, and an agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda unless both parties agree to include other items. Such conferences shall be held on a work day within normal working hours and be completed by the end of a normal work day.

**9.4** Should there be a meeting scheduled by or for the union president out of the office, the department head shall be given one (1) day notice, if that is possible. Further, all calls, visits, appointments or other disturbances of the normal work routine shall be scheduled during one-half (1/2) day, a predetermined day, of the work week, unless the union president and the department head otherwise mutually agree.

## **Section 10.0 - GRIEVANCE PROCEDURE - Definitions**

**10.1** A grievance shall mean a complaint by the Union and an employee or group of employees based upon an event, condition, or circumstance under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement, including discipline to seniority employees, up to and including discharge.

**10.2** An aggrieved person shall mean the person or persons making the complaint.

**10.3** The primary purpose of the procedure set forth in this section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this section shall be kept as informal and confidential as may be appropriate.

**10.4** It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her employment status.

**10.5** Presentation of Grievance: An employee having a grievance may present the grievance as follows:

Step 1 An employee having a grievance shall first take up the matter with his/her immediate supervisor, with the employee's Union representative present. If the grievance is not settled to the satisfaction of all concerned, the grievance shall be reduced to writing, submitted to the employee's immediate supervisor, and the immediate supervisor shall furnish the steward with a written answer to the grievance within forty-eight (48) hours (excluding Saturday, Sunday, and holidays). Any grievance not taken up with the immediate supervisor within five (5) days after the occurrence or knowledge of the incident giving rise to the grievance (excluding Saturday, Sunday, and holidays) shall not be entitled to consideration.

Step 2 If a satisfactory settlement is not reached in Step 1, the Union chief steward or assistant chief steward may, within forty-eight (48) hours after receipt of the written answer (excluding Saturday, Sunday, and holidays) present the grievance to the employee's departmental supervisor or superintendent for review. The departmental supervisor and superintendent shall then furnish a written answer within forty-eight (48) hours (excluding Saturday, Sunday, and holidays).

Step 3 If a satisfactory settlement is not reached in Step 2, the chief steward or assistant steward shall meet with the Personnel Director or his designated representative to try and reach an equitable solution to the grievance. Said meeting shall be arranged within five (5) working days. The Personnel Director shall make a written disposition of the grievance within five (5) working days after said meeting.

Step 4 If a satisfactory settlement is not reached in Step 3, the Union may submit the matter in writing to the City Manager within five (5) working days following receipt of the Personnel Director's written disposition of the grievance. The City Manager shall, upon receipt of the grievance, make a written disposition within ten (10) working days.

Step 5 In the event the grievance is not settled in Step 4, the Union shall furnish the Employer with written notice within ten (10) working days that the Union desires to proceed to arbitration.

- (a) Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator.
- (b) In the event the parties cannot mutually agree upon an arbitrator within ten (10) working days, the arbitrator shall be selected in accordance with the rules, regulations, and procedures of the American Arbitration Association.
- (c) The decision of the arbitrator shall be final and binding on all parties.

- (d) The arbitrator may not add to, subtract from, change, or amend any of the terms of this Agreement, and shall only concern him/herself with the interpretation and application of the terms of this agreement.
- (e) Expenses for the Arbitration services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own witnesses.

**10.6** Any grievance not appealed from a decision in one of the steps in the above procedure, to the next step as prescribed, shall be considered dropped. In the event the grievance is not answered by the Employer in the time limits, it shall be advanced to the next step by the Union.

**10.7** A Union Steward shall be paid for the time spent during working hours in attendance at grievance meetings with the city representative. The steward will be permitted to leave his/her job upon request to, and with the approval of, his/her supervisor for the purpose of investigating the reported grievance in his/her assigned area. Such steward shall report back promptly to his/her supervisor upon completion of the investigation. If, in the course of such investigation, he/she finds it necessary to go into another department, he/she shall immediately inform the supervisor of such department of his/her presence and state the reason for his/her presence there. The right to receive pay for time lost in investigating and processing grievances shall not be abused. The City shall furnish necessary forms for reporting time spent investigating and processing grievances.

**10.8** The Union shall furnish the City Personnel Office with a list of steward committee members and stewards on July 1 and January 1 of each year, and shall also advise the Personnel Office of any interim changes. Employees not included on such lists or any interim lists submitted will not be recognized as representatives of the Union.

**10.9** A grievance with respect to any disciplinary action, up to and including discharge, must be presented, in writing, to the Personnel Director of the City, or his designee, within five (5) working days of the imposition of the discipline complained of. Such grievance shall, thereupon, be processed in accordance with the Grievance Procedure, commencing at Step Three (3), and shall, if not settled in Steps 3 or 4, be subject to Arbitration in Step 5, in the same manner as any other grievance. The City will not take into account, nor use against an employee on a current disciplinary charge, any disciplinary action more than twenty four (24) months old. An employee shall have the right to appeal any disciplinary action taken by the Employer by proceeding either in accordance with the Civil Service Ordinance #314, or the aforementioned Grievance Arbitration Appeal Procedure, but not both. An employee's decision to appeal disciplinary action pursuant to the contractual grievance procedure shall be made in lieu of his/her appeal rights under the Civil Service Ordinance. Notice of the option chosen for appealing disciplinary action shall be given in conjunction with the required **Notice of Appeal** (set forth below) which must be presented in writing to the Personnel Director of the City with the Union's notice to arbitrate under Section 10.5.5.



## NOTICE OF APPEAL OPTION AND WAIVER FORM

I, \_\_\_\_\_, hereby give notice that I am appealing the imposition of the (degree of action) disciplinary action taken against me on or about (date) by following the procedures of: (check one)

\_\_\_\_\_ Grievance provisions of the Royal Oak/AFSCME Local 2396 Collective Bargaining Agreement, or,

\_\_\_\_\_ Ordinance No. 314 of the Royal Oak Civil Service Ordinance (if this box is checked, request for hearing must be simultaneously made to the Royal Oak Civil Service Board).

**BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)**

\_\_\_\_\_ Grievance procedure as provided in the AFSCME Local 2396 Collective Bargaining Agreement, or,

\_\_\_\_\_ Ordinance 314 of the Royal Oak Civil Service Ordinance.

Received by:

\_\_\_\_\_ Employee's Name

Dated: \_\_\_\_\_ Address  
Witnessed by: \_\_\_\_\_

Dated: \_\_\_\_\_

**10.10** Any step, or procedure compliance, within a specified time, can be extended by mutual agreement of the parties; which agreement, if made other than before the arbitrator, shall be in writing and if made before the arbitrator, may be verbal, but shall be noted as part of the minutes of the proceedings.

## **Section 10A.0 - DISCIPLINARY PROCEDURE**

**10A.1** An employee who is summoned before a supervisor for disciplinary action shall be immediately told the purpose of the meeting. The supervisor shall then inform the employee that they are entitled to have their Steward present. The supervisor shall then ask the employee if they want their Steward present. If the employee indicates they want their Steward present, there shall be no further discussion until the Steward is present.

## **Section 11.0 - SENIORITY - GENERAL**

**11.1 Probationary Period:** All newly hired employees shall have a probationary period of six (6) months. If, at any time during such probationary period, the appointing officer shall find the appointee unsatisfactory, he/she may dismiss such probationer. The appointing officer's action shall be final and binding; and the probationer shall not have access to the grievance procedure. The appointing officer may extend the probationary period of any employee up to three (3) months on such terms and conditions as the City and the Union may agree upon. Upon completion of the probationary period, a permanent, full-time employee shall have seniority as of his/her date of hire.

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

**11.3** In the case of rehiring a former employee, previous service performed on a full-time, permanent basis shall be recognized, providing the employee is rehired under the provisions of Section XI, Paragraph 3, of the Civil Service Ordinance (Ord. No. 314). In the case of rehiring a former employee who occupied an exempt Civil Service position on a full-time, permanent basis, previous service shall be recognized if the employee voluntarily resigned in good standing from the City's service not more than two (2) years prior to the date of the vacancy for which application is made.

**11.4** A seniority list will be furnished by the City to the Union, posted in each department, on June 1st of each year during which the Agreement is in effect. The seniority list shall show the names, job titles, the seniority date and the classification seniority of all employees of the Union entitled to seniority.

**11.5** For the purposes of this contract, the non-civil service employees of the Union shall be covered by the Civil Service Ordinance (Ord. No. 314) of the City of Royal Oak for definition and purposes of a probationary period.

**11.6** If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit, the employee's bargaining unit seniority will stop the day the employee accepts the position out of the bargaining unit. If the employee returns to the unit during the probationary period or by a layoff, the employee shall pick up his/her seniority from the day he/she left the bargaining unit.

**11.7** Employees with the same seniority date shall be assigned seniority in accordance with the alphabetical order of last name(s) at date of hire for any situation bringing about the need of determination by seniority.

## **Section 12.0 - RE-EMPLOYMENT OF VETERANS**

**12.1** Applicable provisions of Federal and State Laws shall govern the re-employment rights of Veterans.

## **Section 13.0 - LOSS OF SENIORITY**

**13.1** An Employee shall lose his/her seniority for the following reasons:

**13.1.1** He/she resigns or terminates his City employment;

**13.1.2** He/she is discharged, and the discharge is not reversed by an arbitrator;

**13.1.3** He/she is absent three (3) consecutive working days without notifying the Employer, or without valid reason for failure to notify the Employer.

**13.1.4** He/she does not return to work when recalled from lay-off as set forth in the recall procedure.

**13.1.5** Failure to return from sick leave or leave of absence will be treated the same as 13.1.3.

**13.1.6** Retirement.

**13.1.7** An employee who is laid off may attain seniority, for purpose of recall, for a period equal to seniority at the time of lay-off up to, but not to exceed, sixty (60) months.

## **Section 14.0 - LAYOFF**

**14.1** Employer may, for reasons of economy, for more efficient administration, or for lack of sufficient appropriation of funds, abolish positions in a department and lay off employees. The following procedure shall be followed and applied only to positions with the bargaining unit:

**14.1.1** Temporary employees in the affected job classification(s) shall be laid off first.

**14.1.2** Probationary employees in the affected job classification(s) shall be laid off next.

**14.1.3** Permanent employees in the affected job classification(s) shall be laid off next, in order of their job classification seniority; the person with the least job classification seniority being laid off first, and the person with the greatest job classification seniority being laid off last. When an employee is given notice of lay-off, due to a reduction in the work force, he/she shall be permitted to exercise his/her city-wide seniority rights to bump or replace an employee with less city-wide seniority. Such employee may bump any employee in a lower job classification ("pay wise") under the following conditions: (1) City-wide seniority, and (2) Qualifications as spelled out in the classification plan. If the Employer determines that said employee does not have the ability to do said job, or if the employee so elects, said employee shall then be required to "bump" to the next lower classification ("pay wise") pursuant to the rules of this section. And, the individual so first "bumped" shall return to his/her previously held classification. In like manner, and under the same conditions, any permanent employee displaced from his/her position by an employee having greater total city-wide seniority may displace any other employee represented by the bargaining unit with lesser total city-wide seniority. In the event of lay-off or position abolishment(s) in a department, total city-wide seniority shall be followed in allowing the employees involved to exercise the seniority privileges detailed herein and the employee shall make an immediate selection. An employee exercising

privileges shall be credited in his/her new job classification with the seniority in classification that such employee had in his/her old job classification. In every instance in which an employee loses his/her job classification either by layoff or position abolishment, he/she shall retain his/her right to occupy such job classification in case it later should become available and he/she shall also retain his/her seniority in such job classification. If such employee is recalled to the job classification from which he/she was released, either through layoff or position abolishment, he/she shall then return to such job classification or forfeit his/her seniority therein and his/her right to return to such job classification. It is hereby agreed and understood that any "bumping" which may occur shall be confined entirely within the bargaining unit(s), and there shall be no "bumping" allowed from outside the bargaining unit to positions within the unit or from positions within the unit to positions outside the bargaining unit. The Employer will give the Union and employee at least fourteen (14) days notice in writing of any proposed lay-off. Should any conflict(s) exist between Ordinance No. 314 (Civil Service Ordinance) and Section 14 of this Collective Bargaining Agreement, the language of the Collective Bargaining Agreement will prevail.

**14.2** The Employer shall provide unemployment compensation in accordance with the applicable statutes of the State of Michigan.

**14.3** Recall from Lay-Off: When the working force is increased or openings occur in any Department while there are employees on lay-off, employees will be recalled first by job classification seniority and then by City-wide seniority and qualifications. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If the employee fails to report his/her intent to return to work within ten (10) days from the date of mailing the notice of recall, he/she shall be considered a "quit". The employee must return no later than thirty (30) days maximum after notice.

**14.4** An employee on lay-off shall retain seniority for a period equal to the employee's seniority at the time of lay-off, but such retained seniority shall not be less than two (2) years nor shall it exceed five (5) years.

## **Section 15.0 - WORK SCHEDULE**

**15.1** The basic work week shall consist of forty (40) hours worked. The work day shall consist of an eight (8) hour tour of duty, with not more than an additional sixty (60) minutes off for lunch without pay. The employer is amenable to the concept of summer time or flex-time hours, depending upon the circumstances and the public demand of the particular department, and is willing to review and analyze the feasibility of the implementation of such a program separately in each individual department.

**15.2** The determination of starting times and work schedules shall be made by the Department Head, but in the event of any proposed major change(s) in work schedules, advance notice of such proposed change(s) and an opportunity for prior consultation shall be afforded to the Union.

**15.3** For the purpose of this Agreement, the work week shall begin at 12:01 A.M., Sunday.

**15.4** When an employee is required to work a schedule which may vary from period to period, a work schedule will be published for a four (4) week interval thirty (30) days prior to the inception of the work schedule. The Employer will consider and grant reasonable requests for changes in this published schedule.

## **Section 16.0 - OVERTIME**

**16.1** Personnel who are required to work more than a regular tour of duty in any one day shall be paid for such overtime at the rate of one and one-half (1-1/2) times their current basic hourly wage or, at their option, may record such time at time and a half to a comp bank. Total hours in the bank cannot exceed forty (40). Hours banked but not used by the end of the fourth month following the close of the fiscal year in which earned shall be paid at the employee's regular rate of pay.

**16.2** Employees required to work on Saturdays shall be compensated at the rate of one and one-half (1-1/2) times their current hourly base wage for the first eight hours and two (2) times their current hourly base wage for the ninth (9th) hour and each succeeding hour thereafter; provided, that to be paid at the rate set forth herein, the employee must have worked at straight time, less authorized time off with pay, during the week or have worked overtime in an emergency assignment to the point that would constitute a health or safety hazard if the employee were compelled to report for his normal tour of duty subsequent to the emergency assignment. In such event, overtime worked in the emergency assignment shall be considered as qualifying time for the premium pay. Employees who are required to work a variable schedule which recognizes days other than Saturday and Sunday as the normal weekend, and who are required to work the first day of the designated weekend, shall be compensated at the rate of one and one-half (1-1/2) times their current base wage for overtime worked on the first day of the recognized weekend.

**16.3** Employees required to work on Sunday shall be compensated at the rate of two (2) times their current hourly base wage. Employees who are required to work a variable schedule which recognizes days other than Saturday and Sunday as the normal weekend, and who are required to work the second day of the designated weekend, shall be compensated at the rate of two (2) times their current hourly base wage for overtime worked on the second day of the recognized weekend.

**16.4** Employees who are required to work on a designated holiday as contained in this Agreement shall be compensated per hour at the rate of two (2) times their current hourly base wage plus the regular holiday pay at straight time for eight (8) hours.

**16.5** The term "basic hourly wage" whenever used in this Agreement means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The standard work year is recognized as 2080 hours.

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

**16.7** In emergency situations, provisions may be made for compulsory overtime work, with disciplinary action for those who refuse. Abuses by management shall be subject to the Grievance Procedure.

## **Section 17.0 - MINIMUM CALL BACK TIME**

**17.1** An employee called back to work overtime outside of his/her regular scheduled duty period shall be paid for a minimum of three (3) hours in accordance with Section 16.0.

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

**17.3** If the call back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with Section 16.0 until his/her regular duty period begins, after which the employee shall be paid at the rate of his/her current basic hourly wage.



**17.4** In the event that an employee is held over at the end of a regular tour of duty for more than three (3) hours, and is not released by his/her supervisor to go home for a meal, he/she will be paid five dollars (\$5.00) meal allowance. If the employee is out of town on City business, he/she shall be entitled to a reimbursement for a meal allowance up to six dollars (\$6.00), provided receipts are produced and no alcoholic beverages are included.

**17.5** In the event that an employee is called back to duty and by reason thereof is on duty at a regular mealtime (regular mealtimes being for the purpose of this Agreement at 7:00 a.m., 12:00 Noon or 6:00 p.m.), he/she will be paid five dollars (\$5.00) meal allowance if his/her supervisor does not release him/her to go home for a meal.

## **Section 18.0 - DISTRIBUTION OF OVERTIME**

**18.1** Overtime shall be distributed as equally as possible among the employees within each job classification in each department, so that at the termination of each fiscal year, all employees within a given job classification in a given department will have been given the opportunity to work approximately the same amount of overtime. Overtime shall be offered to bargaining unit employees before such work is offered to temporary or seasonal employees, whenever there are full time employees available for such work. Available shall mean willing and able to perform such work when needed. To the extent that it is feasible, seniority shall be recognized in offering employees the opportunity to work overtime. Should an employee refuse overtime without legitimate reason, he/she shall be charged with the number of hours of overtime actually worked by the employee who does accept the overtime assignment.

**18.2** The Employer shall post an up-to-date overtime hour list on a quarterly basis.

## **Section 19.0 - REST PERIODS**

**19.1** All employees working a regular tour of duty shall be entitled to two (2) rest periods per shift, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half (1/2) regular duty day. The length of the rest periods shall be fifteen (15) minutes per period.

## **Section 20.0 - CLASSIFICATION PLAN**

**20.1** Employees shall be classified in accordance with the position classification plan of the City of Royal Oak. The Employer shall notify the Union prior to establishing a new classification and rate structure or a major alteration to an existing classification which would logically fall under those positions represented by the Union. In the event the Union does not agree that the description and/or the rate are proper, it shall be subject to negotiations and the Grievance Procedure at Step 4. Should the Employer desire to alter an existing classification other than as set forth above, it is agreed that no changes shall be implemented until consultation is held with the Union.

### **20.2 Reclassification**

(a) The employee will submit his/her request for reclassification to the City Manager with a copy to the Union and immediate supervisor.

(b) The immediate supervisor shall forward his/her report to the City Manager within five (5) working days with a copy to the employee and Union.

(c) Changes in classification will be made when the requirements/qualifications for a position have been upgraded or when an employee is performing out of classification responsibilities on a regular basis.

(d) A final decision either granting or rejecting a request for reclassification shall be rendered in writing within thirty (30) working days from the date the request was submitted. Copies shall be forwarded to the immediate supervisor, employee, steward and Local President.

- (1) If the reclassification request is granted and a difference in pay is involved, upon ratification of the Union, the employee shall receive the difference in pay retroactive to the date the request was submitted to the immediate supervisor but not to exceed thirty (30) working days unless Section 6 is implemented.
- (2) If the reclassification request is rejected, the City shall notify the employee and the Union as to the reasons for the rejection and the employee may appeal through the grievance procedure within five (5) working days of the receipt of the final decision.
- (3) The arbitrator can render a binding decision on allocation to existing classification only, but may not create a new classification or abolish existing classifications except as provided under Section 20.1.
- (4) If the Classification Plan has been violated, the City shall be permitted to rectify the abuse in accordance with subsection (d) above after compensating the employee for work improvidently required.

(e) The concern of the Union will be heard and considered at any step of the reclassification procedure.

(f) Timeliness in this Section shall be observed unless waived by mutual agreement.

**20.3** Any permanent employee requesting and accepting a transfer either laterally or to a lower classification (demotion) in the Civil Service, shall be required to serve a trial period of two (2) months. If at any time during the trial period either the appointing authority or the employee determine that by remaining in that position the employee does not further the best interest of the City, or the best interest of the employee, that employee shall be restored to his/her previously held position and reinstated on the eligible list.

**20.4** The positions of Municipal Clerk I, II and III are established. The positions Clerk Typist I, II and III, Account Clerk I, II and III and Library Aide I, II and III are eliminated. The rate of compensation for the Municipal Clerk I, II and III positions shall be equivalent to the rate of pay currently paid to Account Clerks I, II and III. Employees so reclassified shall be promoted according to the new language provided in Section 26A.9, which provides for promotion from the "I" position to the "II" position without a qualifying examination. Promotion to the "III" position will require a written examination and skills test with an additional section for the job specialty; i.e., math section(s) for finance, treasurer, assessor, and typing-clerical section(s) for police, library, clerk and general office.

**20.5** Employees formerly classified as Account Clerks shall retain bumping privileges as outlined in the 1986-89 Agreement and as retained for AFSCME employees in this agreement at Section 14.0 et seq.

**20.6** Effective upon the date of ratification of this contract, the Clerk Stenographer II position in the Investigator's Division of the Police Department shall be reclassified to Clerk Stenographer III and the incumbent compensated accordingly.

## **Section 21.0 - BULLETIN BOARD**

**21.1** The Employer agrees to furnish a bulletin board for the use of the Union. The bulletin board is to be used only for notice of Union meetings, Union business, elections and results, and social functions in connection with the local Union. The Union shall designate a person who shall be responsible for all notices posted on the board. Bulletin boards shall be placed at the following locations: City Hall, Department of Public Works, Library, and Police Headquarters.

## **Section 22.0 - OTHER EMPLOYMENT AND CONFLICTS OF INTEREST**

**22.1** Employees of the City may take part time jobs; provided there is no conflict of working hours and no impairment of the employee's efficiency in his/her work or conflict with the interests of the City. Employees of the City may not engage in outside activities while on duty, nor may City property be used for any but City business, unless authorized by the Department Head.

**22.2** Without the express written permission of the Department Head, no employee may engage in any business or commercial activity which might be incompatible with the proper discharge of his/her official duties in the public interest or which might tend to impair his/her independence of judgment or action in the performance of his/her official duties.

## **Section 23.0 - RETURN OF CITY PROPERTY**

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

## **Section 23A.0 - UNIFORMS**

**23A.1** Employees in the classification of Inspector shall be provided protective coveralls. The City shall reimburse Inspectors for ANSI approved safety shoes in the amount of up to \$55 biennially, and these shoes shall be worn at all commercial construction sites.

**23A.2** Uniforms shall be furnished to each Code Enforcement Officer occupying a full-time permanent position. Arrangements for purchase shall commence in June of each year. Items of apparel shall be as follows:

Three (3) long or short sleeve medium blue shirts, 65% polyester, 35% cotton, full cut, machine washable, permanent press. (to be provided annually).

Three (3) pair of Navy trousers, 65% polyester, 35% wool, machine washable, permanent press. Female employees may opt to substitute one (1) skirt for one (1) pair of trousers. (to be provided annually).

One (1) Navy Blazer (to be provided every three years).

One (1) Navy Tactel thinsulate Jacket, 100% nylon, winter lined jacket, with removable lining; or one (1) winter jacket and one (1) light weight jacket. (to be provided every other year).



**23A.3** (a) The uniforms furnished to the employees shall become their property. At the time of ordering uniforms, the employee may request substitutions as long as this does not add to the total cost.

(b) Employees covered by this section shall be in uniform whenever they are in the performance of City work.

(c) Each employee shall be responsible for the cleaning and maintenance of uniforms furnished. Code Enforcement Officers shall receive a \$250.00 annual cleaning allowance during the first month of each contract year which shall be reimbursed to the City on a pro-rata basis if the employee leaves prior to the end of the contract year.

(d) Failure on the part of the employee to conform with the rules as delineated in this section may be grounds for disciplinary action.

## **Section 23B.0 - TRAINING AND EDUCATION**

**23B.1** Necessary training as a result of new technological equipment shall be provided without cost to employee during working hours for all full time employees who may be required to operate such equipment.

**23B.2** Certification as required by State law to be paid for by the City.

**23B.3** The Union and City shall meet, if needed, to protect the job security for employees affected by the introduction of new technological equipment or State certification. Employees in classifications requiring State certification shall be provided by the City with supplementary training to provide that an employee successfully qualifies for certification.

## **Section 23C.0 - VEHICLES**

**23C.1 Equipment:** All vehicles to be purchased or acquired for use by an employee shall be equipped with AM radios and air conditioning.

## **Section 24.0 - ACCIDENTS**

**24.1** All personal duty related injuries and illnesses, however minor, shall be reported to the Employee's immediate supervisor as soon as practicable. The employee shall take such first aid treatment as may be recommended. Such injuries and illnesses shall in turn be reported by the employee's department to the Personnel Department for preparation of the required Workers' Disability Compensation forms.

## **Section 25.0 - ATTENDANCE**

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

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

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

**25.4** Arrangements for time off must be made in advance. If, for some legitimate reason, an employee is unable to report for work at the established time set by the Employer for his/her particular shift, the supervisor on duty shall be notified at least thirty (30) minutes beforehand unless physically impossible, at which time the call shall be placed no later than thirty (30) minutes after the start of the shift. Repeated failure to do so may result in disciplinary action up to and including discharge.

## **Section 25A.0 - DUTY/NON-DUTY DISABILITY**

**25A.1 Duty Disability:** Any permanent or probationary employee who becomes totally disabled and is placed on a disability retirement as the result of a duty related injury or illness shall be eligible for a monthly payment of sixty-six and two-thirds ( $66\frac{2}{3}$ ) percent of his/her monthly salary in effect at the date of such duty related injury or illness. If the disability continues beyond five (5) years, the annual benefit shall be recomputed at seventy (70) percent of the base pay in effect at the date of the injury or illness. Further, the annual benefit shall be recomputed at seventy-five (75) percent at ten (10) years. The payment of duty disability shall continue until the employee reaches minimum regular retirement qualifications. For persons who become totally disabled between the ages of sixty-five (65) and sixty-nine (69), the benefit shall continue for two (2) years, provided no benefit will be payable after the claimant's seventieth (70) birthday.

**25A.2 Non-Duty Disability:** Any permanent or probationary employee with a minimum of five (5) years of service who becomes totally disabled from performing bargaining-unit work as a result of a non-duty connected injury or illness shall be eligible for a monthly payment of sixty-six and two-thirds ( $66\frac{2}{3}$ ) percent of the base pay in effect the date of the non-duty injury or illness. The payment of non-duty disability shall continue until the employee reaches minimum retirement qualifications.

**25A.3** If a member receiving a disability pension under this section earns any outside income/wages, the disability pension shall be reduced by \$1 for every \$2 of the disability pension, when added to the outside wages, exceeds 100% of the base pay of the position held by the member at the time of the disability.

**25A.4** Any member on duty disability retirement shall continue to accrue service credit as long as they are in receipt of Workers' Compensation weekly benefits.

**25A.5** Any member on either a duty or non-duty disability retirement shall not accrue longevity, vacation or personal business credits.

## **Section 26.0 - RESIGNATIONS**

**26.1** To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation and effective date shall be supplied by the employee to his/her Department Head. He/she shall forward such resignation to the Personnel Department for filing in the employee's personnel file. Failure to comply with this rule shall be entered on the service record of the employee, and shall be the cause of not paying accrued vacation. The resignation of any employee who fails to give notice will be reported to the Personnel Department by the Department Head. Notice of resignation and effective date of resignation shall then be given to the Union by the Personnel Director. Effective upon the ratification date of this contract, any employee who resigns or is terminated within the first three years of their employment shall not be paid for accrued or banked vacation or Personal Business time.

## **Section 26A.0 - PROMOTIONS**

**26A.1** Promotions for those employees occupying classifications exempt from City Civil Service Coverage shall be made on the basis of qualification and seniority in classification. In the case of promotion from the classification of Librarian II to Librarian III, seniority in job classification shall prevail. Job vacancies shall be posted for a period of ten (10) working days in a conspicuous location. The senior employee, if qualified, applying for a promotion shall be granted a four (4) calendar week trial period to determine:

- (1) Ability to perform the job, and
- (2) Desire to remain on the job.

During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee's performance is unsatisfactory in the new position, he/she shall be removed and notice and reasons shall be submitted to the employee in writing. The employee shall not have the right to appeal such removal or grieve on the issue. Seniority shall be defined as the length of an employee's service in the bargaining unit with the City of Royal Oak. In the event that two (2) or more employees have been hired on the same day, seniority standing shall be assigned in alphabetical order as of date of hire.

**26A.2** All posted vacancies will be filled as soon as possible after posting.

**26A.3** During the trial period, the employee will receive the rate of pay of the job he/she is performing for the entire day.

**26A.4** Employees in the bargaining unit occupying positions under the City's Civil Service System shall be subject to the promotion procedure as established under Ordinance No. 314 (Civil Service Ordinance).

**26A.5** Positions that remain vacant, subsequent to the provisions of 26A.4 being fulfilled, shall next be offered to all members of the bargaining unit. If a full eligible list is still not constituted, then the offer shall be extended to the public at large, as per rules & regulations of the Civil Service Board.

**26A.6** Employees required to work in higher classification(s) shall be paid at the next step rate of the higher classification(s) which shall be greater than the employee's existing rate for the entire day. If an employee is assigned to a higher classification and the employee is directed to function fully in that classification, the employee shall be paid at the same rate of pay as the incumbent, providing that this rate is higher than the employee's existing rate. If it is not, then the employee shall be paid at the next step which is higher than their current rate. (Example: A Municipal Clerk I working as a Stenographer III would be paid the opening rate for Stenographer III; a Municipal Clerk III, at maximum rate, would be paid at the second step as a Stenographer III). It is understood that in those classifications designated as I and II, wherein the II level is gained through a non-competitive examination, classifications shall be considered as one with a continuous pay range.

**26A.7** The Employer agrees that work performed outside of the bargaining unit shall not be incorporated in the job descriptions nor be required in work assignments. "Other duties as assigned" shall not include work performed outside of the bargaining unit.

**26A.8** The present system of performance evaluation shall continue. A permanent full time employee who receives an unsatisfactory rating may be placed on administrative review for up to six (6) months. Such employee shall be entitled to a monthly review to assist the employee in improving his/her job performance. Any employee dissatisfied with his/her ratings shall have recourse through the grievance procedure.

**26A.9** For Municipal Clerk and Clerk Stenographer positions there shall be no qualifying examination for promotion from step K of the one ("I") position to step I of the two ("II") position after thirty (30) months, and/or the employee has successfully performed in step K as a one ("I") for six months, and is recommended in writing by his/her department head. Promotion to the three ("III") position in the above listed classifications shall require a written examination with qualifying skills test.

## **Section 27.0 - HEALTH EXAMINATIONS AND REQUIREMENTS**

**27.1** Each employee covered by the Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a physical examination.

## **Section 28.0 - CHANGE OF ADDRESS**

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

## **Section 28A.0 - CHANGE IN MARITAL AND/OR DEPENDENT STATUS**

**28A.1** Employees are required to notify the Employer within thirty (30) days of any change in marital status or other dependency status which has an effect on fringe benefits or the City's payment of fringe benefits. Failure to do so will result in the employee being held responsible for any cost incurred because of his/her negligence.

## **Section 29.0 - SICK LEAVE AND UNSCHEDULED ABSENCES**

**29.1** Permanent or probationary employees shall accrue sick leave at the rate of one (1) day for each month of service. There shall be no maximum accumulation period. An employee shall receive credit for one day's sick leave accumulation for every month in which he/she works or receives compensation for eighty (80) hours or two (2) weeks worked.

**29.2** Sick leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

**29.3** Sick leave shall not be considered a privilege which an employee may use at his/her discretion; but shall be allowed only in case of necessity and actual sickness or disability.

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

**29.5** Any employee who actively pursues and engages in self-employment or works for another employer while on sick leave shall stand discharged.

**29.6** Any employee who becomes ill and unable to report for work must notify the Department Head or designated Supervisor at least one (1) hour before starting time of his/her particular shift unless physically impossible at which time the call shall be placed no later than thirty (30) minutes after the start of the shift and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.



**29.7** The minimum time charged to an employee for such leave shall be one-half (1/2) of a tour of duty.

**29.8** In the event of retirement, any employee having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of four hundred (400) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement. Employees who use no more than six (6) days during the last year of employment shall receive payment for up to forty (40) additional hours, to a maximum of four hundred forty (440) hours. The employer agrees to review, on an individual basis, cases where an excess of six (6) sick days are used due to circumstances such as surgery and/or serious illness, and may, in such cases, waive the requirement and authorize payment.

**29.9** If the employee so elects, after all accrued sick leave is used, vacation leave may be used, and payments made therefore to the extent of vacation leave accrued to which the employee is entitled as of such date.

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

**29.11** Newly hired employees shall be advanced ninety-six (96) hours sick leave upon commencement of employment, and in the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct from any monies owed by the City to the employee, a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

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

**29.13** A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed, where there is reasonable cause to question the existence of the severity of an illness.

**29.14** When an employee receives his/her last check for sickness or non-duty disability, he/she will be placed on leave without pay for a period not to exceed one (1) year, or his/her seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work, his/her employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.

## **Section 30.0 - LEAVE OF ABSENCE**

**30.1** A Department Head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed eighty (80) working hours in a year.

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

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

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

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

**30.6** Any employee who actively pursues and engages in self-employment or works for another employer during a leave of absence shall be discharged.

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

**30.8** Upon return of an employee from leave of absence, he/she shall be reinstated to the same classification which he/she held prior to the leave of absence. There is no guarantee that he/she will be reinstated to the same job.

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

**30.10** The City shall notify the Union of any leaves without pay granted to the members of the Bargaining Unit.

## **Section 31.0 - VACATION LEAVE**

**31.1** Any permanent or probationary employee with one (1) full year of service prior to July 1st, shall be allowed annual leave consisting of absence from duty for eighty (80) hours or two (2) calendar weeks.

**31.2** Any employee with less than one (1) full year of service prior to July 1st, shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year. In addition, no employee shall be given vacation that is a fractional part of a day. If the vacation accrued is one half (1/2) day or greater, the employee shall be given a whole day. If the vacation accrued is less than one half (1/2) day, no part of the day shall be given.

**31.3** Any employee with five (5) years of service, but less than ten (10) years, shall be allowed annual leave of one hundred twenty (120) working hours, or three (3) calendar weeks. He/she shall be eligible for such additional leave the day after completion of the fifth (5th) year of service.

**31.4** Any employee with ten (10) years of service, but less than fifteen (15) years, shall be allowed an annual leave of one hundred sixty (160) working hours, or four (4) calendar weeks. He/she shall be eligible for such additional leave after completion of the tenth (10th) year of service.

**31.5** Any employee with fifteen (15) years of service, but less than twenty (20) years, shall be allowed an annual leave of one hundred seventy six (176) working hours, or 22 days. He/she shall be eligible for such additional leave after completion of the fifteenth (15th) year of service.

**31.6** Any employee with twenty (20) or more years of service shall be allowed an annual leave of two hundred (200) working hours, or five (5) calendar weeks. He/she shall be

eligible for such additional leave the day after the completion of the twentieth (20th) year of service.

**31.7** All vacation shall be taken within the fiscal year following the fiscal year of accrual, but may be extended into the succeeding fiscal year upon approval of the Department Head and the City Manager.

**31.8** In the event of termination of employment, an employee shall be entitled to receive pay for unused vacation time accrued during the fiscal year. Provided, that in the event termination of employment is due to resignation of the employee, then the employee must give notice of his/her intended resignation at least eighty (80) working hours prior to the effective date of resignation to his/her Department Head, in writing, in order to be eligible for such pay for accrued and unused vacation time. Employees hired after 11/3/95 must complete at least three (3) years of service to receive payment for unused vacation time at termination.

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

**31.10** If an employee dies, his estate will be paid the regular straight-time pay for all vacation he would have otherwise received.

**31.11** Vacation pay will be paid at the employee's regular hourly rate and may be taken by employees in increments of four (4) hours.

## **Section 32.0 - HOLIDAYS**

**32.1** Employees shall receive the following fifteen (15) paid holidays:

- |                     |                               |
|---------------------|-------------------------------|
| 1. New Year's Day   | 7. Day after Thanksgiving Day |
| 2. Good Friday      | 8. Christmas Eve              |
| 3. Memorial Day     | 9. Christmas Day              |
| 4. Independence Day | 10. New Year's Eve            |
| 5. Labor Day        | 11. Five (5) Personal         |
| 6. Thanksgiving Day | Business Days                 |

**32.2** When any of the above holidays fall on a Saturday, the holiday shall be observed on Friday, when the holiday falls on a Sunday, it shall be observed on Monday.

**32.2A** Whenever City Hall employees get a three or four day weekend, Library employees shall be given the same days off.

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

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

**32.5** New employees shall not be eligible for Personal Business days until they have completed six (6) months of service and have successfully completed their probationary period. Then they shall be eligible for Personal Business days in proportion to that part of the fiscal year remaining. (e.g., an employee hired on June 1, would complete the

probationary period on December 1, and be eligible for twenty (20) hours of Personal Business for the fiscal year remaining.)

**32.6** The days granted for Personal Business may be taken anytime during the fiscal year but may not be carried from one fiscal year to the next. The scheduling of Personal Business days is subject to the approval of the Department Head. They cannot be taken in periods of less than four (4) hours. However, one (8 hour) personal business day may be taken in one (1) hour increments.

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

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

### **Section 33.0 - BEREAVEMENT**

**33.1** In a case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, or other relative living in the employee's household) a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed three (3) normal work days. Employees will be granted two (2) additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister.

**33.2** Bereavement leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

**33.3** Any employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on bereavement leave shall stand discharged.

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

### **Section 34.0 - INJURY LEAVE**

**34.1** In the case of a job-incurred illness or injury to a permanent or probationary employee resulting in a physical or mental disability to the extent that the employee is unable to perform his/her regular duties or perform selected limited assignments, he/she shall be placed on disability leave unless it shall be determined that he/she is totally and permanently disabled, in which even he/she shall be retired under the provisions of the Retirement Ordinance and labor contract applicable to injury leave retirement.

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

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

**34.4** Injury leave pay shall not exceed three hundred sixty (360) working hours at full pay for any one compensable illness or injury, with an additional seventeen hundred twenty



(1720) hours at eighty percent (80%) of pay. Full pay shall be defined as gross weekly pay less mandatory deductions including, but not limited to, normal state and federal withholding taxes, social security taxes and pension contributions. In addition, if the employee so elects, the employee can supplement the 80% factor by:

- (a) Electing to use vacation or personal business time, or
- (b) Sick leave.

**34.5** An employee who is self-employed and who actively pursues or engages in self-employment or works for another employer while on injury leave shall stand discharged.

**34.6** After receiving injury leave pay for two thousand eighty (2080) hours, the employee's pay shall be governed by the Michigan Worker's Compensation Act.

**34.7** Injury leave and subsequent pay shall start immediately upon reported illness or injury.

**34.8** An employee who suffers a job-incurred injury or illness and is eligible for injury leave payment under this Section may avail him/herself of any City approved medical treatment or medical facilities. Provided, that any employee who refuses medical attention or who does not avail him/herself of therapy will be disallowed injury leave.

## **Section 35.0 - EMERGENCY LEAVE**

**35.1** In the event that a permanent or probationary employee's spouse or relative living in the employee's household or one or more children becomes ill or incurs an injury of an emergency nature which would compel the employee to leave his/her employment in order to take the above-defined relative to either a hospital or doctor's office, the employee, upon furnishing a written statement from an attending physician to the employee's supervisor validating the emergency, shall be paid his/her regular wage for his/her time away from work; and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, but not to exceed twenty-four (24) hours in any one fiscal year, or at the employee's option, emergency leave may be credited against vacation or Personal Business days. In the event that vacation or Personal Business days are used for emergency leave, such time may be used in a period of not less than one (1) hour.

## **Section 36.0 - INSURANCE**

**36.1 Life Insurance:** All employees shall be eligible for fifty thousand dollars (\$50,000.00) group life insurance, with the City paying the full premium, and may include at their own expense optional coverage for spouse and children. Retirees shall be provided with \$4,000.00 life insurance.

### **36.2 Hospital and Surgical Insurance**

(a) Healthcare Options: All employees may choose from (4) health care insurance plans, with premiums fully paid by the City. These health care alternatives shall include SelectCare HMO (version M19000/10-25 P19005) with \$10 office co-pay, \$5 drug rider and vision coverage; Health Alliance Plan HMO (version 3L) with \$10 office co-pays, \$5 drug rider and vision coverage; Blue Care Network HMO with no office co-pays, \$5 drug rider and vision rider; and M-Care POS Plan (version P 01611-0000) with \$10 office co-pays, \$5 drug rider when utilizing option one. Coverage summaries of all plans are attached in the appendix. These health care options shall continue into retirement.

(b) Blue Cross/Blue Shield PPO: Employees who were hired prior to November 3, 1995, and who are listed on the attached Letter of Agreement, shall also have the option of selecting the Blue Cross/Blue Shield PPO (or comparable) insurance, as described therein. This option shall be available during the first open enrollment period after completion of two years of service. Coverage shall include the Rx Pharmacy Rider for all employees and future retirees. Employees listed in the Letter of Agreement shall also be eligible to select the Blue Cross retiree coverages listed therein.

Blue Cross/Blue Shield (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein), shall be offered by the City to eligible employees with the **Blue Preferred Plan** (PPO Option); Blue Shield Certificates MVF-1; Vision Care Group Benefit A-80; PD-MAC; Rx Pharmacy; Prescription Generic Drugs with \$5 deductible; ML, FAE-RC and VST Riders; PLUS-15 (PPO); Blue Cross Riders D45NM. Blue Cross Certificates Comprehensive Hospital Care. BC/BS Certificates Master Medical Option I, FC, COB-3, SD, SOT-PE (GLE-1), SAT-II, TRUST-15 (PPO), MMC-PD and MMC-POV. The City shall pay the full annual premium for the above described coverage. The enrollment date for coverage of new hires shall be governed by the provisions contained in the Blue Cross/Blue Shield of Michigan Group Operating Agreement for suffix group #000. The current Coverage Agreement is attached.

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

(c) Family Continuation Coverage: the City and the subscriber will each be responsible for fifty (50) percent of the premium for optional Family Continuation Coverage.

(d) Duplicate Health Care Benefits: The City agrees to pay the employee/subscriber thirty (30) percent of the scheduled premium annually up to a maximum of \$2,400, to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as 30% of the scheduled Blue Cross premium. For other employees, this shall be computed as 30% of the scheduled premiums for the four HMO/POS alternatives. Employees opting out of Blue Cross may elect to keep the separate BC/BS riders for Master Medical, prescription drugs and/or vision coverage, with the cost being deducted from the 30 percent reimbursement. Employees will be responsible for the full cost of these riders. Further, in the event the employee's spouse is terminated for any reason, the City will pay the COBRA payments until the employee subscriber can obtain coverage under the City sponsored health care programs. The 30% reimbursement to select benefits under a spouse's health care plan will also be extended to current retirees who are receiving full health care benefits.

### **36.2A Retiree Health Insurance Benefits:**

(a) Employees hired after 11/3/95 shall have a choice of the same HMO/POS health care plans as previously described, continuing into retirement. Employees hired before 11/3/95 shall have the additional choice of Blue Cross retiree health care insurance as described in the attached Letter of Agreement.

(b) Effective May 1, 1990, the service requirement shall be fifteen (15) years. The health insurance provisions for deferred retirement noted in Section 36.2(e) of the 1986-89 collective bargaining agreement will remain unchanged.

- (1) The City shall provide and pay the full premium for medical insurance for retirees and their eligible dependents who retire at age seventy (70) with credited service of five (5) years with the City; for all current employees hired prior to June 11, 1983, who retire at age sixty-five (65) with ten (10) years of credited service with the City; and for all current employees hired prior to June 11, 1983, who retire prior to age sixty-five (65) and after age sixty (60) with fifteen (15) years of credited service with the City. The coverage shall be Blue Cross/Blue Shield (BC/BS) Health Insurance (or similar insurance thereto which may be secured at the option of the City provided the benefits are at least identical to the benefits described herein) with MVF-1, Master Medical Option I, Predetermination, Mandatory Second Opinion, ML, FAE-RC and VST Riders with Reciprocity, Generic Prescription Drugs, a \$5 Prescription Rider, Organ Transplant and current, appropriate BC/BS riders. The current Coverage Agreement, effective June 1, 1989 through May 31, 1992, is attached as Appendix B.
  - (2) Upon becoming eligible for Medicare benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored "Complementary Coverage", to coordinate the benefits and for Medicare to be primary, with the City paying the premium for the Part B Coverage through reimbursement each month.
  - (3) The City shall continue a retiree's health care benefits for the surviving spouse and eligible dependents at the demise of the retiree.
- (c) Current employees hired prior to June 11, 1983, who retire after age sixty (60), but without the minimum requisite years of credited service associated with the retirement ages as set forth in paragraph (b) above, may elect to receive medical insurance upon retirement by contributing monthly to the cost of the purchase of such health insurance an amount equal to one (1%) percent of their monthly retirement pension.
- (d) Current employees hired on or after June 11, 1983, and all new hires shall upon retirement receive medical insurance for themselves and their eligible dependents so long as the employee upon retirement from employment with the City has fifteen (15) years credited service. Employees hired after June 11, 1983, who retire with less than fifteen (15) years credited service shall not be entitled to any retirement medical insurance and shall not be permitted to receive such insurance by contributing to its cost. Under the COBRA provisions the employee may opt to retain coverage for the statutory allowable period.
- (e) Employees who separate from employment with the City prior to retirement (i.e., deferred retirement) shall not be entitled to receive retirement medical insurance benefits unless the employee at the time of separation from employment with the City has a minimum of twenty (20) years credited service with the City.
- (f) Retirees and eligible dependents who are eligible for medical insurance coverage under an insurance plan other than that provided herein shall be required to choose coverage under one plan or the other. The retiree may, however, opt at any time for coverage under either plan subject to the entry and eligibility provisions of the plan, but a retiree may not opt to change plans more than twice in any calendar year. In no circumstance may a retiree be simultaneously covered by more than one plan.
- (g) Any employee who retired after June 11, 1983, who has not been provided health insurance benefits and who is eligible for such benefits under any of the foregoing provisions shall be provided said benefits on or before the next succeeding month following ratification of this Agreement. Each such employee shall be paid the differential between what he/she actually paid for health insurance benefits, if anything, and what he/she would have paid, if anything, pursuant to the applicable foregoing provision. Said payment shall be made in a lump sum as soon as practicable but not later than six (6) weeks after submission of proof of payment.

**36.3 Dental Insurance:** The City shall provide a co-payment dental insurance which shall be the Delta Dental Plan of Michigan, or similar insurance thereto which may be secured at the option of the City: Class I basic dental benefits with 25 percent co-pay; and Class II prosthodontic benefits with 50 percent co-pay; with \$800 per person per contract year limit.

**36.4 Optical Insurance:** The City shall provide Blue Cross/Blue Shield Optical Service (or similar insurance thereto which may be secured at the option of the City), or HAP, M-Care, or Selectcare optical coverage. The City shall pay the full premium for full family coverage.

## **Section 37.0 - SICK LEAVE CONTROL PROGRAM**

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

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

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

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

**37.5** Sick leave payments shall be made by check for the full amount and shall be issued between the dates of July 15 and July 31.

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

**37.7** The cut-off date for qualifying for accumulated sick leave shall be as of June 30. As an example, in order to be eligible for sick leave payment, an employee must have a minimum of forty-five (45) days of accumulated sick leave as of June 30. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent year.

**37.8** In the event of termination either through resignation or discharge, the employee shall be entitled to receive payment for which he/she was eligible as of June 30 of the fiscal year in which his/her sick leave was earned. He/she shall not, however, be entitled to a partial sick leave payment for sick leave accumulated and unused in the fiscal year in which his/her employment is terminated.

**37.9** In the event of termination, either through retirement or demise, the employee shall be entitled to receive sick leave payment for which he/she was eligible as of June 30 of the fiscal year in which the sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the payment of fifty percent (50%) of the unused sick leave earned in the fiscal year in which his/her employment is terminated.

**37.10** In the event of layoff, the employee shall be entitled to receive payment for which he/she was eligible as of June 30 of the fiscal year in which his/her sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the



payment of fifty percent (50%) of the unused sick leave earned in the fiscal year in which his/her layoff occurs.

**37.11** In the event of retirement, any employee having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of four hundred (400) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement. Employees who use no more than six (6) days during the last year of employment shall receive payment for up to forty (40) additional hours, to a maximum of four hundred forty (440) hours. The employer agrees to review, on an individual basis, cases where an excess of six (6) sick days are used due to circumstances such as surgery and/or serious illness, and may, in such cases, waive the requirement and authorize payment.

**37.12** In the event of an employee's death as a result of a job-incurred injury, the deceased employee's estate shall be entitled to receive up to four hundred (400) hours payment for said deceased employee's sick leave accumulation. This may increase to a maximum of 440 hours in accordance with the dates and provisions described in 37.11.

## **Section 38.0 - LONGEVITY PAY**

**38.1 (a)** For employees hired prior to June 1, 1990, longevity pay increments shall be awarded as per the following schedule:

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

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

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

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

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

**38.1 (b)** For employees hired on or after June 1, 1990, the following longevity pay schedule will be in effect:

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

**38.2** For all employees eligible for percentage longevity payments the payment shall be computed on the base annual rate of pay in effect on July 1 of the fiscal year in which the payment is to be made.

**38.3** Longevity pay shall be made by separate check for the full amount paid and shall be paid between the dates of November 1st and November 15th of each year.

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

**38.5** The cut-off date for qualifying service shall be December 1st. For an example, in order to be eligible for the first longevity pay increment, which is two percent (2%) of

base pay for employees hired prior to June 1, 1990 and \$250 for employees hired on or after June 1, 1990, after five (5) years of service, the employee must have five (5) years of service as of December 1st of the fiscal year in which payment is to be made. Anniversary dates falling during the fiscal year will not be recognized for longevity pay until December 1st of that year.

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

**38.7** In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1st. In addition, he/she shall receive a partial payment for the time served in the fiscal year in which his/her retirement or demise occurs. Such payment shall be determined by ratio formed between a full year of service and that portion of the year actually served.

**38.8** In the event of lay-off, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1st. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her layoff occurs. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

#### **Section 39.0 - SUSPENSION OF LEAVES**

**39.1** The leaves provided for in the Agreement may be temporarily suspended during any period of emergency declared by the City.

#### **Section 40.0 - SAFETY AND SANITARY CONDITIONS**

**40.1** The Employer agrees to provide sanitary, safe and healthful facilities.

**40.2** The Employer will provide adequate first aid facilities..

**40.3** Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them and will comply with safety, sanitary and fire regulations. Employees failing to conform to safety standards shall be subject to disciplinary action up to and including discharge.

#### **Section 40A.0 - ALCOHOLIC BEVERAGES & CONTROLLED SUBSTANCES**

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

## **Section 41.0 - SEPARABILITY OF CONTRACT**

**41.1** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid,

upon written request by either party hereto, the management and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

## **Section 41A.0 - PENSIONS**

**41A.1** The pension provisions in the Retirement Ordinance shall remain in full force and effect for the term of this Agreement except as herein modified.

**41A.2** Deferred retirement eligibility is five (5) years credited service for vesting.

**41A.3** Extended automatic pay retirement death benefit coverage to a surviving spouse of a deceased retiree who is separated from employment and is eligible for a deferred pension.

**41A.4** Employees may retire at age fifty-five (55) with twenty-five (25) years of credited service. Effective upon the date of ratification and for the term of this contract only, employees may retire at age fifty (50) with twenty-five (25) years of service, or at age fifty-five (55) with twenty (20) years of service.

**41A.5 Annuity Withdrawal:** Any member who retires on or after June 1, 1983, pursuant to Sections 16, 17, 19 or 20 of the Royal Oak Retirement Ordinance No. 76-7 as amended, may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve of Employee Contributions - plus 3% interest. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn. A retiring member and his spouse, if any, shall, if possible, jointly participate in a meeting with City representatives prior to the election at which the effects of the annuity withdrawal will be explained.

**41A.6** Effective June 1, 1993, the employee's contribution from compensation as described in Royal Oak Ordinance 76-7 shall be increased from the current 1.0% - 3.0% to 3.0% - 5.0%.

**41A.7** As described in Section 22(e) of Royal Oak Ordinance 76-7, the amount of monthly level straight life pension shall be equal to the retiring members' credited service multiplied by 2.2% of the retiring members' final average compensation beginning June 1, 1993.

**41A.8** Effective June 1, 1993, the maximum pension benefit shall be seventy-five (75) percent of FAC with no social security offset.

**41A.9** Effective June 1, 1993, FAC shall be defined as the highest two (2) of the last ten (10) years.

**41A.10** Effective November 3, 1995, FAC shall be defined to include sick leave incentive pay for which the employee was eligible during the last twelve months of employment.

41A.11 A Defined Contribution Plan may also be offered to all employees as an option to the current pension plan.

#### **Section 41B.0 - PREMIUM ADJUSTMENT**

**41B.1** Those employees of the Library who are required to work from the hours of 6:00 p.m. to 9:00 p.m. shall receive as a premium pay for said hours an additional thirty-seven cents (\$0.37) per hour.

#### **Section 41C.0 - TUITION REIMBURSEMENT PROGRAM**

**41C.1** Under the existing Tuition Reimbursement Program as set forth in Administrative Rules dated June 1, 1968, the tuition reimbursement shall be increased to a maximum of \$250.00 per course.

#### **Section 42.0 - WAIVER OF BARGAINING DURING CONTRACT TERM**

**42.1** The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, unless such matter by its nature or by agreement is subject to negotiations during the term of this contract.

**42.2** The City and the Union shall re-open negotiations relative to free parking for employees if all parking lots are metered and there is no longer an area for free parking.

#### **Section 43.0 - TIME CLOCKS**

**43.1** Department Heads may require the use of time clocks. Rules governing the use of time clocks shall be prescribed by the Employer.

#### **Section 44.0 - PAY PLAN**

**44.1** Pay day for all employees shall be every other Friday, and shall cover a two (2) weeks period ending at 12:01 a.m. the Sunday preceding such pay day.

**44.2** Employees who have questions regarding their checks shall refer such questions to their respective Department Heads.

**44.3** The wage rate for the contract year June 1, 1995, through June 30, 1996, for all classifications represented by AFSCME shall be determined by increasing the wage rate for each classification effective from June 1, 1995, by three (3) percent. The wage rate shall be increased by an additional one twelfth of 3%, (.25%) effective June 1, 1996 as a proration in recognition of the thirteenth month of this contract period. Thereafter, the contract year shall be the same as the fiscal year (July 1 - June 30).

**44.4** The wage rate for the contract year July 1, 1996, through June 30, 1997, for all classifications represented by AFSCME shall be determined by increasing the wage rate for each classification effective from July 1, 1996, by three (3) percent .



**44.5** The wage rate for the contract year July 1, 1997, through June 30, 1998, for all classifications represented by AFSCME shall be determined by increasing the wage rate for each classification effective from July 1, 1997, by three (3) percent.

**44.6** The wage rate for the contract year July 1, 1998, through June 30, 1999, for all classifications represented by AFSCME shall be determined by increasing the wage rate for each classification effective from July 1, 1998, by three (3) percent.

**44.7** The wage rate for the contract year July 1, 1999, through June 30, 2000, for all classifications represented by AFSCME shall be determined by increasing the wage rate for each classification effective from July 1, 1999, by three (3) percent.

**44.8** Twelve (12) month salary increments shall apply to all employees hired after 11/3/95. Six (6) month salary increments shall continue to apply to employees hired prior to this date.

**44.9** The former second-tier salary ranges for Housing and Inspection classes is replaced with annual salary increments transcending both tiers per the attached salary schedule. These ranges shall apply to persons hired after January 1, 1990, into these classifications. However, they shall not apply to the promotion of persons hired prior to January 1990.

**44.10** Employees of this bargaining unit shall be eligible to participate in the City's deferred compensation plan.

#### **Section 45.0 - JURY DUTY**

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

#### **Section 46.0 - CONTRACT PRINTING**

**46.1** By mutual agreement, the Personnel Department will have this contract printed and the costs shall be split equally between the City and the Union.

#### **Section 47.0 - DURATION OF AGREEMENT**

**47.1** This AGREEMENT shall be effective 12:01 a.m. on June 1, 1995, and expire at 11:59 p.m. June 30, 2000, PROVIDED HOWEVER, that all provisions herein shall continue to operate unless notice of the termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days prior to the expiration date hereof.

**47.2** The parties, in recognition of the fact that vital services are involved, agree that this contract shall remain in full force and effect until a new contract is negotiated.

THE EMPLOYER AGREES that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and that the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**CITY OF ROYAL OAK**

WITNESSES:

James L. Coste

By

Dennis G. Cowan  
Dennis G. Cowan, Mayor

Cathy Pinkos

By

Mary C. Harty  
Mary C. Harty, City Clerk

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
CITY OF ROYAL OAK COUNCIL #25, LOCAL #2396**

Robert A. Huber

By

Pamala Davis  
Pamala Davis, President

Robert A. Huber

By

Dan Erwin  
Dan Erwin, Vice President

Mary Ann Renard

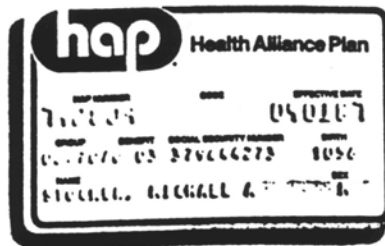
By

Ellen Keith  
Ellen Keith  
Council #25 Staff Rep.

Signed this 5<sup>th</sup> day of December, 1995.

# We've Got You Covered!<sup>APPENDIX</sup>

**When you're away on business or vacation or the kids are away at school, we've got you covered for emergency care. Anywhere, Anytime.\***



**Your health deserves the best.**  
**872-8100**

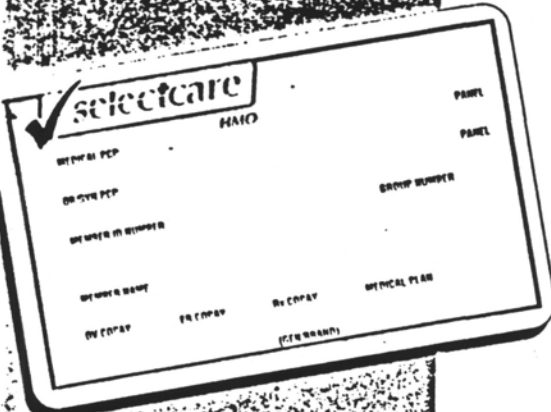
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\* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services.

**\*\*This is a summary of coverages, and is subject to the terms and conditions of your actual contract. In case of conflicts between this summary and your contract, the terms and conditions of the contract govern.**



# BENEFIT PACKAGE



For further information,  
call SelectCare at  
**(810) 637-6777**

800-332-2365  
for out of area

This summary highlights  
SelectCare HMO benefits.  
A more detailed description is  
contained in the Subscriber  
contract and rider(s).

printed on recycled paper



OUTPATIENT SERVICES	HMO COVERAGE
Physician Office Visits/Consultations including Physical Exams, OB/GYN Exams, Pediatric Exams, Allergy Testing, Eye Exams and Hearing Tests	\$10 co-pay
Allergy and Other Injections and Immunizations	Covered in Full
All Outpatient Diagnostic X-Rays and Laboratory Tests	Covered in Full
Outpatient Surgery	Covered in Full
Physical Therapy	60 consecutive days per condition
Functional Prosthetic Appliances	Covered in Full
Durable Medical Equipment	Covered in Full
Prosthetic Devices (artificial limbs)	Covered in Full
Sterilization	Covered in Full
Health Education	Covered in Full
INPATIENT HOSPITAL SERVICES	HMO COVERAGE
Semi-private room (or private room when medically necessary)	Covered in Full
Physician Services/Consultations	Covered in Full
Surgery and Related Services	Covered in Full
Anesthesia	Covered in Full
Diagnostic & Therapeutic X-Ray Services	Covered in Full
Laboratory Tests (EKG's, EEG's, etc.)	Covered in Full
Physical Therapy	Covered in Full
EMERGENCIES	HMO COVERAGE
Emergency Care	Covered in full at any hospital in the world with \$25 co-pay
Emergency Ambulance	Covered in Full
MATERNITY SERVICES	HMO COVERAGE
Prenatal and Postnatal	Covered in full after initial \$10 co-pay
Delivery in Hospital	Covered in Full
Newborn Care in Hospital	Covered in Full
Newborn Check-up	Covered in Full
MENTAL HEALTH	HMO COVERAGE
Inpatient Mental Health Services	45 days renewable after 60 days
Outpatient Mental Health Services	20 visits per member per year, \$10 co-pay per visit
Inpatient Substance Abuse Treatment	Emergency detoxification
Outpatient Substance Abuse Treatment	Covered up to state mandated amount
SKILLED NURSING CARE	HMO COVERAGE
Home Health Care	Covered in Full
Nursing Care Facility	730 days
ADDITIONAL BENEFITS	HMO COVERAGE
Prescription Drugs	Covered in full after \$5 co-pay
Includes oral contraceptives	Covered in Full
Eyeglasses (Lenses & Frames)	Covered in Full

SelectCare HMO services are available from the effective date of your contract and must be performed, prescribed, arranged or authorized by a SelectCare HMO physician.

Eligible Dependents of SelectCare HMO Members who attend school out of the Service Area, are entitled to coverage for acute illness including urgent/emergent care in an office setting, clinic setting, or emergency room, and for routine conditions when initiated, coordinated, and approved by Member's Primary Care Physician. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, cosmetic care, sports medicine and vision care services.

Excluded are benefits for custodial or domiciliary care, purely cosmetic surgery, dental care (except for immediate emergency care for traumatic dental injuries), hearing aids, radial keratotomy, orthotic devices, in-vitro fertilization, medical services or supplies that are a financial obligation of a third party such as Workers Compensation and personal comfort items in the hospital such as TV and phone.

This summary highlights SelectCare HMO benefits. A more detailed description is contained in the Subscriber contract and rider(s).

# BENEFIT SUMMARY

## Services Available Under the M-CARE Point-of-Service Health Plan for City of Royal Oak

Benefits may not be available under all options. This chart briefly describes the benefits and limitations of each option.

Option 1	Option 2	Option 3
<i>The primary care physician (PCP) coordinates the member's care and refers him/her when necessary to an M-CARE network physician or hospital.</i>	<i>The member uses an M-CARE network physician or hospital without a PCP referral.</i>	<i>The member uses a non-M-CARE network physician or hospital without a primary care physician referral.</i>

### INPATIENT SERVICES

Days of Care	Unlimited	Unlimited	Unlimited
Room Type	Semi-private, private when medically necessary	Semi-private, private when medically necessary	Semi-private, private when medically necessary
Admissions and Surgery			
Hospital Services	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
Physician Services	Covered in full	Covered in full	20% of M-CARE fee + any balance
Other Services	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
Organ & Tissue Transplants (see Certificate)	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>

### MATERNITY CARE

Delivery	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
Pre and Postnatal Care	Covered in full	Covered in full	20% of M-CARE fee + any balance

### OUTPATIENT SERVICES

Office Visits for Sick Care	\$5 copay	\$15 copay	20% of M-CARE fee + any balance
Outpatient Surgery			
Hospital Billed	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
Physician Billed	Covered in full	Covered in full	20% of M-CARE fee + any balance
MRI Scans	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
CT Scans	Covered in full	Covered in full <sup>1</sup>	20% copay <sup>2</sup>
Allergy Tests, Treatments & Injections	Covered in full	Covered in full	20% of M-CARE fee + any balance
Diagnostic, Therapeutic Services / Tests associated with covered care	Covered in full	Covered in full	20% of M-CARE fee + any balance
Chiropractic Care	Not available	Not available	50% of M-CARE fee + any balance for visits and ancillary services, 10 visit limit

<sup>1</sup>Prior authorization from M-CARE is required. If not obtained, there is a penalty of 20% of the M-CARE fee.

<sup>2</sup>Prior authorization from M-CARE is required. If not obtained, there is a penalty of 30% of the charges to M-CARE in addition to any copay.