

6/30/2005

4808

A G R E E M E N T

BETWEEN

CITY OF FARMINGTON HILLS, MICHIGAN

and

A.F.S.C.M.E. COUNCIL 25, LOCAL 1456

Farmington Hills, City of

EFFECTIVE JULY 1, 1999 TO JUNE 30, 2005

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	5
I	Scope of Contract	5
	Section 100 Definition of the Bargaining Unit	5
	101 Agreement Inclusive	5
	102 Rules and Regulations	6
	103 Non-Clarified Provision	6
	104 Management Rights	6
II	Classification of Departments and Employees	6
	Section 200 City Departments	6
	201 Job Classifications	7
	202 Class Descriptions	8
	203 Determination of Classification	8
	204 New or Revised Job Classifications	8
	205 Temporary Assignments	8
	206 Temporary and Part Time Employees	8
III	Remuneration	10
	Section 301 Annual Base Salaries	10
	302 Longevity Pay	10
	303 Pay Days	10
	304 Overtime	10
	305 Overtime for Meetings and Court	10
	306 Overtime for D.P.W. Classifications	11
	307 Lead Pay for DPW Operators	12
IV	Hours of Employment	12
	Section 401 Normal Work Week and Work Day	12
	402 Exceptions to Regular Work Week and Work Day	13
	403 Deduction for Absences	13
	404 No Concurrent Employment	14
V	Seniority	14
	Section 501 New Employees	14
	502 Union Representation of Probationary Employees	14
	503 Definition of Seniority	14
	504 Loss of Seniority	14
VI	Layoffs and Recall	15
	Section 601 Definition of Layoff	15
	602 Layoff Procedure	15
	603 Notice Prior to Layoff	15
	604 Recall from Layoff	15
	605 Bumping Prohibited	15

VII	Leaves of Absence	16
	Section 700 Leaves of Absence Without Pay	16
	701 Holidays	16
	702 Annual Vacations	17
	703 Period for Taking Vacations	17
	704 Holiday Vacation	17
	705 Advance Pay for Vacations	18
	706 Effect of Layoff on Vacation	18
	707 Absence for Sickness or other Good Cause	18
	708 Partial Use of Sick Leave for Employees Injured in the Line of Duty	20
	709 Funeral Leave	21
	710 Jury Duty	21
	711 Family Medical Leave Act	21
VIII	Retirement and Insurance	22
	Section 801 Retirement	22
	802 Insurance	22
	803 Retirement Health Insurance	24
	804 Death In Service Benefit	26
IX	Promotions	26
	Section 900 Promotion Defined	26
	901 Eligibility for Promotion	27
	901A Promotion to Lead Positions in DPW	27
	902 Written Examination	27
	903 Supervisory Employees	27
	904 Promotion	28
	905 Trial Period	28
	906 Dept. of Public Works Continuous Class.	28
X	Discharge and Discipline	28
	Section 1000 Causes for Discipline and Discharge	28
	1001 Past Infraction	28
	1002 Notification of Discipline and Discharge	28
	1003 Union Representative	28
XI	Union Stewards	29
	Section 1101 Number of Stewards	29
	1102 Union Business on City Time	29
XII	Grievance Procedures	29
	Section 1201 Savings Clause	29
	1202 Definition of Grievance	29
	1203 Grievance Procedure	29
	1204 Arbitration	30
	1205 Appeal	31
	1206 Time Limits	31
	1207 Arbitration Hearings	31
	1208 Sole Remedy	31

XIII	Automobile	32
XIV	Deduction of Union Dues by City	32
	Section 1401 Deduction of Dues	32
	1402 Exclusion	32
	1403 Authorization for Deductions	32
	1404 Transmittal of Funds	32
	1405 Revocation of Authorization	33
XV	No-Strike Clause	33
XVI	Miscellaneous	34
	Section 1601 Federal Wage Regulations	34
	1602 Uniform Cleaning	34
	1603 DPW Employee Uniforms	34
	1604 Operator's License	34
	1605 Special Conferences	35
	1606 Subcontracting	35
	1607 Residency	35
	1608 Maintenance of Conditions	35
	1609 Medical Examinations	35
	1610 Liability Insurance	35
	1611 Bulletin Boards	35
XVII	Tuition Reimbursement	36
	Termination	36
Appendix A	Salary Schedules	
Appendix B	Sick Leave Absenteeism Control Memorandum of Understanding	

COLLECTIVE BARGAINING AGREEMENT

This Contract is entered into this ____ day of _____, 2000, by and between the City of Farmington Hills, Oakland County, Michigan (hereinafter called the City) and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and its affiliate Local Union No. 1456, (hereinafter called the Union).

WHEREAS, the Union was certified on January 18, 1972, by the Michigan Employment Relations Commission as the representative for the purpose of collective bargaining for certain employees of the City, (hereinafter called the Bargaining Unit), and

WHEREAS, the City and the Union have again bargained collectively and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the Bargaining Unit, and

WHEREAS, the City and the Union now desire to execute a written contract, incorporating these agreements,

NOW THEREFORE, the parties agree that the following collective Bargaining Contract shall become effective for the period of six (6) years beginning July 1, 1999 and ending June 30, 2005.

ARTICLE I

SCOPE OF CONTRACT

Section 100. Definition of the Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for the bargaining unit.

The Bargaining Unit shall consist of all employees of the City of Farmington Hills including but not limited to office clerical employees, switchboard operators, assessors, inspectors, cashiers, all full-time equipment operators I, II & III, laborers I & II, traffic sign technicians, sign and traffic aides, auto mechanics I, II, & III, inventory and records clerks, and City Hall maintenance helpers; but EXCLUDING police officers, fire fighters, supervisors, elected officials and temporary and part-time employees as defined in Section 207.

During the term of this Agreement, the Employer agrees that it will not enter into negotiations with any other organization other than the Union herein recognized concerning rates of pay, hours and other conditions of employment for members of the Union.

Section 101. Agreement Inclusive

This Contract includes each and every agreement entered into between the City and the Union with respect to those subjects for which the Union is authorized to act as a representative for the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provisions of the

Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

Section 102. Rules and Regulations

Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of the work, where such direction, rules and regulations are not inconsistent with the terms of this Agreement. The Union shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to work loads, work assignments and other conditions of employment, not specifically provided for in this Contract and of which the City has retained jurisdiction in this Section.

Section 103. Non-Conflict Provision

Nothing in this Contract shall be held to conflict with the laws of the United States and the State of Michigan including, but not limited to Veterans' preferences, wage and hour laws, Workers' Compensation or employment compensation laws or other similar laws, it not being intended hereunder to limit the rights of the employees afforded by such laws in any way.

Section 104. Management Rights

The City Council on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control or equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and layoff employees; (g) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to discipline, suspend, and discharge employees for just cause. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement. It is agreed that those enumeration's of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City.

ARTICLE II

CLASSIFICATION OF DEPARTMENTS AND EMPLOYEES

Section 200. City Departments

The City governmental functions performed by members of the Bargaining Unit shall be performed within the following Departments:

Department of Public Services
Department of Finance
Department of Police
Office of the City Clerk
Department of Fire
Department of Special Services
Department of Planning and Community Development
Department of Central Services

Section 201. Job Classification

Employees in the Bargaining Unit shall be assigned to the following job classifications within their Departments:

1. Clerk Typist I
2. Clerk Typist II
3. Recording Secretary
4. Account Clerk I
5. Account Clerk II
6. Accountant
7. Account Processing Coordinator
8. Information Clerk
9. Assessor I
10. Assessor II
11. Assessor III
12. Building Inspector
13. Heating & Refrigeration Inspector
14. Plumbing Inspector
15. Electrical Inspector
16. Code and Zoning Inspector
17. Building Maintenance Mechanic
18. Word Processing Clerk
19. Teleprocessing Operator
20. Records Division Coordinator
21. Secretary
22. Equipment Operator I
23. Equipment Operator II
24. Equipment Operator III
25. Laborer I
26. Laborer II
27. Traffic Sign Technician
28. Sign and Traffic Aide
29. Auto Mechanic I
30. Auto Mechanic II
31. Auto Mechanic III
32. Inventory and Records Clerk
33. Mail Clerk
34. Chief Building Inspector
35. Maintenance Worker
36. Account Technician
37. Small Engine Mechanic

- 38. Building Plan Examiner
- 39. Park Maintenance Technician

Section 202. Class Descriptions

Description of the duties to be performed and qualifications required in the foregoing classifications shall be described in the appendices which shall form a part of this Agreement.

Section 203. Determination of Classification or Position Within Salary Range

The City shall make the determination of a new hire's salary within the established salary range for the classification to which he or she is assigned at a level not to exceed the three year step. In the event a new hire is placed at other than the starting rate for the classification, the City Manager will meet with the Union upon the Union's request, (which is to be filed within sixty [60] calendar days from the date of hire) to explain the reasons for the salary determination. The City retains the sole right to make a determination in this area and the City's determination, or any dispute arising therefrom, shall not be subject to the Grievance Procedure set forth in this Agreement.

The City will continue to have the right to advance employees to any point on the salary progression schedule at any time prior to the employee's completion of the specified length of service. The City shall notify the Union when exercising this right, but any dispute arising therefrom shall not be subject to the Grievance Procedure set forth in this Agreement.

Section 204. New or Revised Job Classifications

The Union shall be notified by the City of all proposed changes in or additions to the Job Classifications or Job Descriptions. If no objection is made in writing to the City by the Union within ten (10) working days thereafter, the proposed change shall be in effect. Disagreements or disputes concerning such changes or additions shall be subject to the Grievance Procedure provided for in this Agreement. In the event that new classifications are established, the salary to be paid shall be comparable to that paid for similar work in other classifications within the Bargaining Unit.

Section 205. Temporary Assignments

A. The establishment of the foregoing classifications shall not prevent the City from temporarily assigning to any employee of the City work which he is qualified to do, which work would normally be done by an employee in another classification, when, in the discretion of the City, such assignment is necessary because of emergency, vacation or other temporary conditions.

B. In the event an employee is assigned to a higher-rated job classification and performs the job duties in excess of two (2) weeks, the employee will receive the minimum rate of pay for the new classification, or the step in the new classification which represents a full step increase in pay for that period of time in excess of two (2) weeks upon the review and approval of the City Manager. Other temporary assignments will be subject to review and approval by the City Manager at the request of the involved employee.

Section 206. Temporary and Part-Time Employees

A. Temporary Employees

1. Temporary employees shall be defined as those employees hired on a temporary basis to

work full-time for a period not to exceed four (4) consecutive months, or six (6) months in a calendar year.

2. The total number of temporary employees shall not exceed fifteen (15%) percent of the total work force at any one time.
3. A temporary employee substituting for a regular employee on an approved leave of absence will be entitled to work for the entire term of the leave of absence if it exceeds the four (4) month period stipulated in Item 1 above.
4. Temporary employees working in the Division of Public Works may be hired for up to six (6) consecutive months. All such temporary employees shall work in the Laborer classification up to forty (40) hours per week and shall not work scheduled overtime until all full-time personnel have been asked to work the same
5. and manpower needs are still unmet. Unscheduled overtime is permitted during times when emergency conditions exist or when necessary to complete jobs in progress at the end of a normal work day.

B. Part-Time Employees

1. Part-time employees shall be defined as those employees hired on a part-time basis and shall not work more than an average of twenty-four (24) hours per week, (thirty [30] hours for DPW employees); calculated over two (2) pay periods; (four [4] work weeks).

2. The total number of part-time employees shall not exceed twenty-five (25%) percent of the total work force covered by this Agreement at any one time, exclusive of Police Cadets, Auxiliary Police and Crossing Guards.

- C. Employees hired part-time or temporary for recreation or special seasonal programs shall not be subject to the limitations of this Section.
- D. The employer may have, in addition to the above temporary employees, such employees that are needed at election time. However, if those hired to work on elections work longer than twenty (20) working days per election, this will be considered temporary employment, and counted as such.
- E. Temporary and/or part-time employees, during their employment under such status, are not eligible for compensation or fringe benefits other than their rate of pay for actual hours worked, and shall not be paid at a rate higher than that paid for a full-time employee doing the same or similar work without the written consent of the Union.
- F. Laid off, full-time employees may bump any temporary or part-time employee, provided that the laid off employee is qualified to perform the duties of and meets all eligibility requirements for such temporary or part-time position. Laid off, full-time employees will be notified of any new temporary or part-time positions which become available.
- G. Temporary and part-time employees will not be hired to fill any regular job vacancy but will be used to supplement the regular work force when needed.
- H. The total number of temporary and part-time employees in the Division of Public Works may

equal but not exceed fifty (50%) percent of the total full-time Division work force at any one time.

ARTICLE III

REMUNERATION

Section 301. Annual Base Salaries

Annual Base Salaries applicable to members of the Bargaining Unit shall be set forth in an Appendix to the Agreement, according to the classification of the particular employee.

Section 302. Longevity Pay

In addition to the pay provided above, the employee shall receive, on the third pay day prior to Christmas in each year, a sum equal to the percentage of his annual rate of pay, based upon his seniority, as set forth below, for the current calendar year. If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpolation.

SENIORITY	PERCENTAGE OF ANNUAL PAY
Less than 3 years	None
3 years but less than 5 years	0.5%
5 years but less than 7 years	1.0%
7 years but less than 10 years	2.0%
10 years but less than 15 years	4.0%
15 years but less than 20 years	6.0%
20 years and over	8.0%

In the event that the employee retires from the City during the current calendar year, such sum shall be prorated upon his actual retirement.

Section 303. Pay Days

Pay days shall be every other Friday. Where a pay day falls upon a Holiday, payment shall be made on the regular work day preceding such Holiday.

Section 304. Overtime

If an employee is required by his Department to work longer than eight (8) hours on any regular working day, or to work on Saturday, Sunday or a Holiday, he will be compensated at an hourly rate equal to 1 and 1/2 times his average hourly rate determined by dividing his monthly rate by 174, for overtime on any regular working day or for Saturday work, and at an hourly rate equal to 2 times his average hourly rate determined by dividing his monthly rate by 174, for work on Sundays and Holidays.

Section 305. Overtime for Meetings and Court

Should an employee be required to attend Court or a designated meeting at a time other than normal working hours, he/she will be compensated at an hourly rate equal to one and one-half (1 1/2) times his/her hourly rate, and he/she will be entitled to not less than two (2) hours pay (not less than three [3]

hours in the case of court time) regardless of the time actually spent in Court of the designated meeting; provided that in the event an employee is held over in Court or in a meeting beyond the normal quitting time or the employee attends Court or a meeting which goes into the employee's normal working hours, the employee will be compensated at the normal overtime rate and this provision shall not apply. A "designated meeting" is a meeting which the employee is required to attend by his/her supervisor.

Section 306. Overtime for D.P.W. Classifications

- A. Employees will be paid one and one-half (1 1/2) times their regular hourly rate for time worked in excess of eight (8) hours in any workday or, forty (40) hours in any work week.
- B. When an employee is called into work at other than his scheduled working time, he shall be assured a minimum of three (3) hours of work at the appropriate premium rate. Employees called in on Sundays or holidays shall be assured a minimum of three (3) hours of work at the double time rate. The three (3) hour minimum shall not apply to call back occurring within three (3) hours of start of a regular shift. In these cases, employees who work a minimum of two (2) full hours will be guaranteed a minimum of three (3) hours of pay.
- C. Wherever practicable, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond their regular quitting time.
- D. Other overtime shall, wherever practicable, be distributed equitably among the employees working in the classification in which the over time occurs.
- E. If the City requires an employee to work more than ten (10) consecutive hours but not more than twelve and one-half (12 1/2) consecutive hours, the employee shall be given a fifteen (15) minute paid break. In addition, if the work period shall exceed twelve and one-half (12 1/2) consecutive hours, a one-half (1/2) hour paid lunch will be allowed. If the work exceeds fourteen (14) consecutive hours, a fifteen (15) minute break shall be given for each additional two (2) hour period or fraction thereof.
- F. Anytime an employee is scheduled to work beyond twelve and one-half (12 1/2) consecutive hours, he shall be entitled to a meal allowance not to exceed seven dollars (\$7.00) at a restaurant to be designated by the City.
- G. A list will be maintained of those eligible for overtime and the amount of overtime hours worked. Overtime will be offered to those eligible on a rotating basis. The City will attempt to equalize overtime hours offered within the Divisions, by classification. Whenever possible and when programming allows, a twenty-four (24) hour notice will be posted for scheduled overtime.
- H. An employee has the right to refuse more than sixteen (16) consecutive hours of continuous work.
- I. If during extreme emergency conditions the employee must remain at the D.P.W. facility, cots will be available for sleep.
- J. When emergency conditions warrant, the City reserves the right to require employees to work overtime. This requirement will apply after all employees have been called, pursuant to section G above, and if the City finds itself unable to fill personnel demands as required by the emergency. In the event the employee declines or is not available for work when called,

the employee will be charged once for each occasion for the time on the equalization list. Employees who decline work or do not make themselves available to work when called during emergency conditions, pursuant to Section G above, more than fifty (50%) percent of the time will be subject to departmental review and may be subject to disciplinary action.

Section 307. Lead Pay for DPW Operators

The DPW Superintendent may, at his discretion, appoint Equipment Operators II to lead work crews. Crew leaders may be appointed for the concrete, asphalt, ditching crews or other crews as needs arise. The crew leader appointed shall be the most senior worker regularly assigned to a crew. An employee shall be compensated an additional sixty (60) cents per hour for each hour spent working in such lead capacity.

ARTICLE IV

HOURS OF EMPLOYMENT

Section 401. Normal Work Week and Work Day

Except as provided in Section 402, the work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The regular working day shall consist of eight (8) hours. Except as otherwise provided in Section 402, employees shall be entitled to sixty (60) minutes paid lunch period during the work day. The employee shall not be entitled to coffee breaks as per present practices but may have coffee, provided same is taken at employee's desk or work site. The work day for employees shall be scheduled between the hours of 7:30 a.m. and 5:30 p.m.

An employee who works five (5) hours in a workday shall be entitled to a one-half (1/2) hour paid lunch break. An employee who works seven (7) hours in a workday will be entitled to a one (1) hour paid lunch break. Employees who are required to work through their paid lunch hour due to operational necessity shall receive no additional compensation. In lieu of additional compensation, they shall accrue an hour of compensatory leave time. Such compensatory leave time may be taken subject to the prior approval of the supervisor. It is understood that the use of compensatory leave time shall not result in any other overtime costs. The compensatory leave time must be taken within a two-week period from the date of the accrual, and may not be cashed out. If such compensatory leave time cannot be taken within the two-week period, the supervisor may extend the two-week period by an additional two weeks. If the compensatory leave time has not been taken within the appropriate period of time, it shall be forfeited. This provision for compensatory leave time applies only in situations where an employee is required by their supervisor to work through a full lunch hour.

This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek.

This Agreement is subject to the express understanding that the City may in its sole discretion implement Monday night hours up to 7:30 p.m. to be assigned first on a volunteer basis (senior volunteer first) on a rotating basis and if necessary by requiring the least senior qualified employee to work. No overtime premium payments will be made for Monday night hours. The employee's Monday work hours will be rescheduled, or, at the option of the employee and the approval of the employee's Department Head, the employee may take an equal number of straight-time hours as compensatory time during the same period.

Section 402. Exceptions to Regular Work Week and Work Day

- A. Work assignments for employees employed in City Departments which are required to be open and staffed and employees whose work week is normally done during hours and/or on days other than those set forth in Section 401 shall be scheduled by the Department Head in such a way that the employee shall receive at least one hundred and four (104) leave days per year with a minimum of seven (7) days within a thirty (30) day period which are in addition to any other absences otherwise authorized pursuant to this Agreement.

If a second shift and/or third shift is added in the Record Bureau, the low seniority persons in the classifications affected will be assigned to the shift, if trained and qualified. A person with higher seniority may volunteer for the position(s).

In the event this should occur and the employee is required to work the second shift or third shift the employee shall be entitled to receive the following "shift differential":

1. For each hour worked during the second shift, an additional 15 cents per hour.
2. For each hour worked during the third shift, an additional 20 cents per hour.

This Section shall not apply to an employee who is assigned to the second or third shift at his own request.

- B. Work assignments in the Division of Public Works and in the Parks Division shall be scheduled in accordance with the following provisions:
1. Summer hours will be 7:00 a.m. to 3:30 p.m. to be effective prior to the end of the second full work week in May of each year. Winter hours will be 7:30 a.m. to 4:00 p.m. to be effective no later than the end of the first full work week in October of each year. Rotation between summer and winter hours may be waived by mutual agreement between the City and the Union.
 2. Employees will receive an unpaid one-half hour lunch break at a time designated by the D.P.W. Superintendent, and two paid fifteen (15) minute coffee breaks to be taken not earlier than one and one-half hours after starting time or lunch, as applicable. Such breaks must be taken on the job site when there are four or more employees on the work crew.
 3. There shall be a fifteen (15) minute wash-up time before the end of the shift.
 4. As special consideration for this work schedule, such employees will receive, in addition to their regular compensation, a schedule bonus of \$250.00 per year for each full year in which the employee works at least 90% of the scheduled work days, excluding holidays, vacation days, periods of time while an employee is being paid workers compensation, or periods of medical disability involving hospital confinement of up to sixty calendar days. The schedule bonus shall be payable in the third pay period following the end of each fiscal year.

Section 403. Deduction for Absences

Deductions from an employee's pay shall be made for all absences from work on the days and times stated, except authorized absences as set forth in Article VII.

Section 404. No Concurrent Employment

During working hours, the employee is to concern himself strictly with the business of the City and the duties of his position. At no time during working hours, shall the employee perform any services or make or receive any telephone call on behalf of any other agencies or for any private business or employment, that are not a part of the employee's job responsibilities with the City.

ARTICLE V

SENIORITY

Section 501. New Employees

New employees hired after the effective date of this Agreement in the Bargaining Unit shall be considered probationary employees for the first six (6) months of their employment. The probationary period may be extended for one additional three (3) month period upon written mutual agreement by the City, the Union and the involved employee(s). The probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period within not more than one (1) year his name shall be entered upon the seniority list in the appropriate classification and shall be given a seniority date six (6), nine (9), or twelve (12) months prior to the date he completed his probationary period as the case may be. There shall be no seniority among probationary employees.

Section 502. Union Representation of Probationary Employees

The Union shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement except that the Union shall not represent probationary employees with respect to discharge or discipline by the City for other than Union activity.

Section 503. Definition of Seniority

Seniority shall be on the basis of the classification of the employee within his Department in accordance with the employee's last date of hire by the City. The City will prepare a seniority list showing the names and the job titles of all employees entitled to seniority, will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies of the seniority list whenever changes are made. Seniority cases not falling clearly within these rules shall be settled by agreement between the City and the Union.

Section 504. Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- A. He voluntarily leaves the employment of the City. An employee is deemed to have resigned if he has three (3) consecutive unauthorized absences without notification to the employer unless impossible to notify said employer.
- B. He is discharged and the discharge is not reversed through the Grievance Procedure.
- C. Layoff for a period of two (2) years or length of seniority whichever is the lesser.

- D. Fails to return from a leave of absence at the designated time.

ARTICLE VI

LAYOFFS AND RECALL

Section 601. Definition of Layoff

A layoff is a reduction in the working force within a Department, Division or Office.

Section 602. Layoff Procedure

In the event of a layoff the following procedure shall be followed:

- A. Probationary employees will first be laid off on a classification basis.
- B. Employees holding seniority will then be laid off on a classification basis according to seniority as defined in Article V.
- C. Upon the written request of the Union to the City, the Chief Union Steward during his term in office shall be given preference in case of layoff and an employee of higher seniority may be laid off in his stead.
- D. Other exceptions to this procedure may be made by written agreement between the City and the Union.

Section 603. Notice Prior to Layoff

Employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Local Union Secretary shall be notified of the employees being laid off on the same day the notices are issued to the employees.

Section 604. Recall from Layoff

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article V. Notice of recall shall be sent to the employee at his last known address by registered or certified mail return receipt requested. If an employee fails to report to work within fourteen (14) calendar days from the date of mailing the notice of recall he shall be considered to have voluntarily left the employment of the City. The City shall grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report to work, but not to exceed an additional thirty (30) calendar days.

Section 605. Bumping Prohibited

The exercise of seniority to displace junior employees in other Departments in the event of a layoff will not be permitted. No employee may bump into the City Manager's Office without his approval.

ARTICLE VII

LEAVES OF ABSENCE

Section 700. Leaves of Absence Without Pay

A. Personal Leave

No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the City Manager upon approval of the Department Director and shall include the following pertinent information: Purpose of leave, effective date and duration. Request for such leave shall be answered by the City Manager in writing within five (5) working days.

Such leaves may be granted by the City for periods up to thirty (30) calendar days. Such leaves may be extended upon written approval of the City Manager. All leaves are granted without pay. Seniority shall accumulate for up to thirty (30) calendar days. On leaves of thirty (30) days or less the City will pay all insurance premiums. Employees on leave must report to work not later than the first working day following the expiration of their leave. An employee who seeks and/or obtains employment while on leave of absence will be automatically terminated from the City effective the date the leave of absence started.

B. Military Leave

An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services, covered by the National Selective Service Act will be granted leaves and other rights as afforded by the Act.

C. Leave for Union Steward

The Chief Steward shall be granted time off up to five (5) days without compensation to attend the National Convention, provided thirty days written notice is given to the City Manager specifying the time to be taken. If the five days are not exhausted, up to two of the five days may be taken to attend the State Convention, provided that seven days notice is given to the City Manager.

Section 701. Holidays

A. The following are designated Holidays for which absence from work is authorized:

- | | |
|-------------------------------|---|
| 1. Columbus Day | *9 Day before Christmas |
| *2. Day before New Years | 10. Christmas Day |
| 3. New Year's Day | 11. Veterans Day |
| 4. Memorial Day | 12. Monday prior to Washington's Birthday (the day of Federal observance) |
| 5. Independence Day | 13. One-half (1/2) day the day of Good Friday |
| 6. Labor Day | |
| 7. Thanksgiving Day | |
| 8. Day following Thanksgiving | |

With respect to New Year's Day, Memorial Day, Independence Day and Christmas Day, if the Holiday falls on a Sunday, the following Monday shall be deemed the Holiday and if the Holiday falls

on Saturday, the preceding Friday shall be deemed the Holiday. The employee will not be paid for a Holiday however, if he is absent without leave the scheduled work day preceding the Holiday or the morning of a half Holiday or the scheduled work day following the Holiday.

Employees working on any of the above Holidays shall receive double time for hours worked plus the Holiday pay.

*** When this day falls on a Monday, Tuesday, Wednesday or Thursday.**

- B. Eve days preceding the New Year's and Christmas Day Holidays will be granted on the day preceding such Holiday when the day falls on a Monday, Tuesday, Wednesday or Thursday.

When New Year's and Christmas fall on a Saturday, Sunday or Monday the eve day preceding such Holiday will be considered a floating Holiday to be scheduled and taken in the same manner as a personal day, Section 707(I), and may also be used in conjunction with approved vacations or Holidays.

Columbus Day and Veterans Day shall also be considered floating holidays, regardless of the day of the week on which they occur, and taken in the same manner as a vacation day as outlined in paragraph 2 of Section 703. Floating Holidays are accrued as of the day on which the actual holiday occurs. They cannot be carried forward to the following fiscal year, nor may they be cashed out.

- C. An employee who is scheduled to work on any Holiday set forth above and does not work said day shall receive no holiday pay for such day, unless on an excused absence approved by the Department Director.

Section 702. Annual Vacations

Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacation shall be determined as of July 1 of each year.

Service as of July 1	Days of Vacation for Each Month Worked in the Previous Year	On and After 7/01/80 Maximum Vacation
Under 2 years	.833 days	10 days
2-5 years	1.0 days	12 days
6-9 years	1.25 days	15 days
10-13 years	1.42 days	17 days
14-17 years	1.58 days	19 days
18-21 years	1.75 days	21 days
22-25 years	1.92 days	23 days
Over 25 years	2.08 days	25 days

An employee who does not successfully complete his probationary period shall not accrue any vacation benefits.

Section 703. Period for Taking Vacations

Except as provided below, vacations must be taken during the period beginning July 1, and ending June 30. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the City. Vacations will be taken in a period of

consecutive days. Vacations may be split into one or two weeks providing such scheduling does not drastically interfere with the operations of the employee's department. Vacations may be taken in one (1) day increments upon advance approval of the employee's Department Head. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. In the event that the employee is prevented from taking any or all of the vacation to which he is entitled in any one year because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the Department Head may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in a subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

An employee must provide advance notice of his requested vacation equal to the length of the requested vacation and in no event less than twenty-four (24) hours, provided that twenty-four (24) hours notice of the request will be sufficient for vacations of two (2) days or less. The Department Head may waive the notice requirement in the event the request does not interfere with Department operations and is based on extenuating circumstances.

Section 704. Holiday Vacation

If a Holiday is observed by the City on a day other than Saturday or Sunday during a scheduled vacation, the employee shall be entitled to an additional day of vacation.

Section 705. Advance Pay for Vacations

If a regular pay days falls during an employee's vacation he may receive that pay in advance before going on vacation, provided, however, that he make a written request to the City Treasurer not less than five (5) days before the effective date of his vacation, or twenty (20) days before the pay day in question.

Section 706. Effect of Layoff on Vacation

If an employee is laid off or retirees he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

Section 707. Absence for Sickness or Other Good Cause

A. Employees shall be entitled to absence without loss of pay for sickness upon application by the employee. Subject to Sections B and C, an employee may be granted up to ten (10) hours under this provision in any one month.

B.1. Unused "Sick Leave Days" not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed one hundred twenty (120) days, or the number of sick leave days accumulated by the employee as of June 30, 1987, whichever is higher. An employee who retires from City service under its retirement plan or voluntarily resigns in good standing shall receive fifty percent (50%) of all unused accumulated leave under this Section at his then current rate of pay. Upon death of an employee, all unused sick leave will be paid at the rate of fifty percent (50%) to the employee's beneficiary as listed on his life insurance policy.

B.2. In addition to the sick leave accumulation set forth in section B.1. above, employees may accumulate reserve sick leave as days are earned in excess of the applicable maximum under Section B.1. up to a combined total of one hundred ninety (190) days. Reserve sick leave may be used on the same basis as other sick leave, provided that in no event shall the City make payment

for any unused accumulated reserve sick leave; it being understood payments will only be made for the days accumulated under Section B.1. above.

- C. Permanent full-time seniority employees will earn and be credited with ten (10) hours of sick leave credit for each complete calendar month of service. In order to earn ten (10) hours sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month. Time spent away from work while on military reserve duty up to thirty (30) days per calendar year will, for purposes of this Article, be treated as days worked.
- D. For purposes of computing sick leave pay, a workday shall be eight (8) hours paid at the employee's straight-time pay. To be eligible for sick leave pay the employee must be at his residence or physician's office during his normal working hours. Such presence must be verifiable by telephone, and answering devices are unacceptable for this purpose. This provision is inapplicable to those cases involving medical disability verified to the satisfaction of the City.
- E. The City may require that employees provide specific and detailed medical data from the employee's doctor stating the cause of the absence upon request of the Department Head or whenever sick leave exceeding three (3) consecutive work days is taken pursuant to this Article. Failure to provide or falsification of such evidence will be cause for discipline. Abuse of sick leave will be cause for disciplinary action. In determining abuse the City may consider frequency or pattern of usage or the underlying circumstances. The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City-appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the City will pay the cost of such tests and examinations.
- F. The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence. If there is a dispute between the parties with respect to the employee's ability to perform his job duties a mutually agreed upon professional opinion shall be sought to determine whether the employee is able to perform his duties. The cost shall be shared equally between the City and employee.
- G. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.
- H. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- I. An employee shall be entitled to three (3) personal days per calendar year, (non-cumulative) taken from the accumulated sick leave bank. The days may be taken at the employee's discretion, and unused days shall remain in the sick leave bank provided that their personal days cannot be used in conjunction with vacations or holidays. The employees must submit a written request at least five (5) working days in advance except for emergencies and receive approval from the Department Head prior to taking the personal leave day; provided that an exception to these requirements may be granted by the Department Head.
- J. Maternity leave shall be granted in accordance with the provisions set forth in this Article on medical leaves of absence. A written request for maternity leave must be submitted to the City when pregnancy is established, with supporting statement from the attending physician certifying that, based on his understanding of the specific job, the employee is able to

perform all of the duties of her job. The employee must return to work at the end of the granted leave of absence.

- K. The City will grant medical leaves of absence for personal illness or injury to employees with seniority upon presentation of medical proof of illness or injury. In the case of personal illness or injury exceeding five (5) working days, a written request for a medical leave must be submitted to the City with a supporting statement from the doctor.

The City reserves the right to require that an employee who is on such leave take a physical examination(s) by a City-appointed doctor at City expense periodically. An employee returning from sick leave will be returned to a position in line with his seniority providing he is able to perform the available work and he has been released to go to work by the City doctor. Restrictions for "light work", etc. will not be accepted except as set forth below. In case of illness or injury compensable under Workers' Compensation, said leave shall be granted for the duration of the illness or injury subject to the provisions above. In case of all other medical leaves, said leave shall not exceed the length of the employee's seniority at the time of leave or eighteen (18) months, whichever is less.

The City in its sole discretion may determine the nature and availability of any "light work" assignments, if any.

Section 708. Partial Use of Sick Leave for Employees Injured in the Line of Duty

- A. An employee who is unable to work as a result of an injury or sickness arising out of and in the course of his employment with the City and notice of which injury shall have been given the City as required, shall receive the pay set forth below:
 - 1. The first one hundred and thirty (130) work days not to be deducted from employee's accumulated sick time on any one injury or sickness. Any re-injury or recurrence will be considered the same injury or sickness for purposes of this section.
 - 2. The full pay shall be effected by paying such employee an amount which, together with the weekly Workers' Compensation Benefits to which he may be entitled, shall equal 85% of his regular pay on the basis of his average standard work week, exclusive of overtime, at the time of injury.
 - 3. After exhaustion of the days provided in 1 above, the employee's accumulated sick leave shall be used up at the rate of one hour of sick leave for each two regularly scheduled work hours the employee is absent. Said ratio of one to two shall be applied regardless of the actual ratio of Workers' Compensation Benefits to full pay. The effect of 2 and 3 is to extend sick leave credits and make the same last twice as long for an injury in the line of duty.
- B. After the exhaustion of sick leave credits, payments consist only of benefits under the Workers' Compensation Act.
- C. Offset and Refund of Workers' Compensation Checks. In no case shall an employee receive for any period more, including Workers' Compensation Benefits, than eighty-five (85%) percent of his regular straight-time take-home pay, the same to be determined at the time of injury, on the basis of his average standard work week, exclusive of overtime. Where practicable this shall be effected by deducting the weekly Workers' Compensation Benefits from the amount of sick leave payment otherwise payable. If any Workers' Compensation payments are received by an

employee for a period for which the employee has received sick leave payments without deduction for Workers' Compensation, the employee shall refund to the City the Workers' Compensation Benefits for such period.

- D. An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the City. His/her activities and the duration of limited duty are to be prescribed by the City physician. In cases where there is a dispute of medical opinion between the City physician and the employee's physician, a third opinion shall be obtained from a physician mutually agreeable to the parties. The cost of the third opinion shall be equally shared by the City and the employee, and such third opinion shall be final and binding. The employee, while on limited duty, shall receive his/her current rate of pay with no deductions from sick time, compensatory time or other benefits.

Section 709. Funeral Leave

In case of a death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the Department Head and the City Manager. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister, parent, grand-parent, or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law.

Section 710. Jury Duty

A full-time employee with one or more years of seniority who is called to and reports for jury duty shall be paid by the City for each day or portion thereof spent in performing jury duty if the employee otherwise would have been scheduled to work for the City and does not work, an amount equal to the difference between (1) the employee's regular straight-time hourly rate, exclusive of any premiums for the number of hours spent on jury duty each day up to eight (8) (provided that he otherwise would have been scheduled to work those hours) and (2) the daily jury fee paid by the Court (not including travel allowances or reimbursement expenses). The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year.

In order to receive payment under this Article, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that the jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to any employee who, without being summoned, volunteers for jury duty.

The City reserves the right to seek to get the employee excused from jury duty in order to work.

Section 711. Family Medical Leave Act

The City shall comply with the Family and Medical Leave Act as applicable. Eligible employees will be granted family and medical leave up to a total of 12 weeks absence during any rolling 12 month period for the birth of a child and to care for that child; the placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or the serious health condition of the employee. An employee is entitled to continuation of City health insurance while on approved family and medical leave.

ARTICLE VIII

RETIREMENT AND INSURANCE

Section 801. Retirement

Employees included within the Bargaining Unit shall be entitled, as a condition of employment, to the benefits of the Retirement System approved by the Farmington Hills City Council on August 15, 1988, being Ordinance C-41-88, and subsequent amendments which retirement system is incorporated herein by reference.

For retirements occurring after July 1, 1993, normal retirement shall be at sixty (60) or more years of age with eight (8) or more years of service. Pension benefit shall be two and one-half (2.5%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation, paid until the retiree reaches age sixty-seven (67). At age sixty-seven (67), the pension benefit shall be two and one-quarter (2.25%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation.

For retirements occurring after July 1, 2002, normal retirement shall be at sixty (60) or more years of age with eight (8) or more years of service. Pension benefit shall be two point six five (2.65%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation, paid until the retiree reaches age sixty-seven (67). At age sixty-seven (67), the pension benefit shall be two point three seven five (2.375%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation.”

Effective July 1, 1999, in addition to the eligibility conditions already outlined in this Section, employees who are at least fifty-five (55) years of age may retire with an unreduced pension if the sum of their age and years of service is greater than or equal to eighty (80).

Early retirement shall be at age 57 years, provided that the employee has completed eight (8) or more years of credited service. The benefit shall be in accordance with the pension plan formula, reduced by two-tenths of a percent (.2%) for each complete month by which the benefit commencement precedes the date the employee would attain age sixty (60).

Employees shall contribute six percent (6.0%) of the employee's annual salary, which shall include all compensation used to determine average final compensation as defined in this Article. Average final compensation will be based upon the three (3) consecutive highest years of the last ten (10). Average final compensation shall be defined as in the City pension Ordinance, except that it shall also include annual longevity as a percentage of base pay.

Employees retiring under this Section shall be entitled to the defined benefits in the Agreement under which they retire without change should these provisions be modified in the future.

Section 802. Insurance

Employees included in the Bargaining Unit shall participate in the following insurance programs whose premiums shall be paid by the City.

- A. The City agrees that it will continue to furnish Blue Cross/Blue Shield health insurance (or equivalent) for the permanent full-time employees. Effective May 10, 1994, the basic coverage provided shall be Blue Cross/Blue Shield PPO, the co-pay for prescription drugs will be \$5.00, and the Master Medical will be Option V. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV Rider. Effective May 10, 1997, the annual deductibles will be \$200 for individual coverage and \$400 for double or family coverage.

Effective May 10, 2000, the City's basic coverage provided shall be made for the following coverage: Blue Cross Blue Shield Community Blue PPO Plan 1, and the co-payment for prescription drugs will be \$10.00."

- B. A life insurance benefit will be provided in an amount of \$40,000.

Life insurance coverage will reduce by 50% when an employee reaches the age of 70, and ceases at termination or age 75, whichever occurs first.

- C. Weekly disability income insurance shall be provided in an amount equal to fifty percent (50%) of an employee's weekly gross pay or \$300.00, whichever is greater, but will in no event exceed sixty-five percent (65%) of an employee's weekly gross pay. Weekly disability income insurance will be made available after a thirty day waiting period from the date of disability. An employee must exhaust any accumulated sick leave prior to going on disability pay. An employee may elect to use accumulated vacation time after exhausting sick leave, but prior to going on disability pay. Sick or vacation time may not be used concurrently with disability income benefits.

Health insurance benefits will be continued while an employee is collecting weekly disability income benefits.

- D. Optical Program with Cooperative Services, Inc., in accordance with basic frame program dated March 22, 1976, incorporated herein by reference, or equivalent.

Effective December 1, 1997, optical insurance shall be provided in accordance with the D Standard Plan, or its equivalent, incorporated herein by reference, with additional benefits for progressive myopia, an R-Rider for medical referral services with a \$5.00 co-pay, and tri-focal lens allowance through 7X28 mm.

- E. Comprehensive Dental Care Plan with Delta Dental Plan of Michigan in accordance with Plan III, including Class III Benefits (Orthodontic) incorporated herein by reference, or equivalent.

Effective July 1, 2000, the maximum payment for Class I and Class II benefits will increase from \$600.00 per person total benefit per year to \$1,000.00 per person total benefit year."

- F. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plan set forth in this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

- G. Except as otherwise provided in this Agreement, the insurance coverage listed above

- G. Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence in excess of thirty (30) calendar days or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.
- H. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. With references to the insurance set forth above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction in benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.
- I. The City will pay no more for health insurance than the applicable Blue Cross/Blue Shield PPO rates with the MMC-POV Rider. In the event the cost of the alternative health insurance plans exceed the cost of Blue Cross/Blue Shield PPO with the MMC-POV Rider, the employee shall be responsible for such additional costs. The employee shall sign a payroll authorization card authorizing such deductions as a condition of eligibility for the alternative insurance benefits.

Effective May 10, 2000, the City will pay no more for health insurance than the applicable Blue Cross/Blue Shield Community Blue PPO Plan 1 rates.”

Section 803. Retirement Health Insurance

- A. Effective January 1, 1988, the City will pay a health insurance premium stipend for eligible retirees in good standing under the City's retirement system and: (1) who are at least fifty-seven (57) years of age; (2) who have at least twenty-five (25) years of seniority with the City on the date of retirement; and (3) who meet the requirements set forth in this Section 803.

- 1. Effective for retirements occurring after May 10, 1997, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent with an annual deductible of \$200 for individual coverage and \$400 for double coverage; and Master Medical Option I or its equivalent, with a prescription drug rider \$5.00 co-pay.

Effective May 10, 2000, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option V or its equivalent, prescription drug rider \$10.00 co-pay or its equivalent, and annual deductibles of up to \$200 for single coverage, and \$400 for double coverage.

- 2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse.
- 3. The City will pay a health insurance premium stipend as specified in 803. B. Any additional premium costs shall be the obligation of the retiree. To

continue his/her eligibility under this Article, the retiree must remit the retiree's share of the premium cost to the City Treasurer one month in advance.

4. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The City's insurance plan shall be considered the secondary insurance.
5. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program).
6. Eligible employees and their eligible spouses shall be entitled to health care benefits at retirement as set forth herein. The City may establish a funded program to provide for retiree health care.

Any funds established by the City shall be vested in the City, and no employees covered by this agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.

7. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree is actively employed and covered by his/her employer's health insurance program.
 8. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement. In the event the employee selects one of the survivorship options, the spouse will continue to be eligible for the benefits of this Article as long as he/she continue to be eligible for and receive the survivorship pension benefits.
 9. An employee who receives a disability retirement under the terms of the City's retirement plan will receive the health insurance benefit set forth above.
 10. This provision shall only apply to retirements which occur after January 1, 1988.
- B. For retirements occurring after July 1, 1993, the City will pay a health insurance premium stipend for eligible retirees in good standing under the City's Retirement System in accordance with the following schedule:

Minimum Age on Date of Retirement	Minimum Years of Seniority with City on Date of Retirement	Maximum Monthly City Contribution
60	15	\$400.00 (partial benefit)
60	20	\$600.00 (Full benefit)
57	25	\$600.00 (Full benefit)

Requirements, coverage, eligibility, and benefits are as otherwise set forth in Section 803.A.

Effective July 1, 1999, in addition to the eligibility conditions already outlined in this Section, employees who are at least fifty-five (55) years of age and have obtained a minimum of twenty (20) years of service, may retire with the full health insurance benefit as defined in this Section, if the sum of their age and years of service is greater than or equal to eighty (80). Effective July 1 1999, the City shall pay the full cost of actual premiums for employees with a full benefit retiring on or after July 1, 1999.

- C. For retirements occurring after January 1, 1991, the City will pay the full monthly premium costs at the time the retiree attains eligibility age for Medicare for those retirees eligible for full health insurance benefits.
- D. The City shall provide a health insurance stipend waiver allowance, in lieu of retirement health insurance benefits, to eligible retirees who provide evidence of other current health insurance coverage. Retirees normally eligible for a double contract shall be eligible for a monthly cash waiver allowance equal to the cost of a single contract. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance equal to one-half (1/2) the cost of a single contract. Application of the retiree waiver allowance program shall otherwise be subject to other provisions of the City's waiver allowance program currently in effect for the active employees, the current City pension ordinance, and the current collective bargaining agreement. The cost of a single contract shall be determined by averaging the cost of single group health insurance contracts by all providers, including health maintenance organizations and preferred provider networks. The waiver allowance for retirees may not exceed the waiver allowance for active employees.

Section 804. Death In Service Benefits.

A pension shall be paid for life to the surviving spouse of a deceased employee if each of the following conditions are met:

- 1. the employee has ten (10) or more years of credited service;
- 2. the employee was married to the surviving spouse at the time of the employee's death;
- 3. the employee died while an active employee of the City.

The amount of an eligible surviving spouse's benefit shall be the same pension to which the spouse would have been eligible if said employee had retired the day preceding the employee's death; elected form of Payment A; and nominated the said spouse as surviving beneficiary. The benefit shall become payable at the time of death.

ARTICLE IX

PROMOTIONS

Section 900. Promotion Defined

A promotion shall be defined as a change from one position to another position that involves a change in duties and responsibilities and a higher rate of compensation.

Section 901. Eligibility for Promotion

Vacancies will be posted for a period of not less than seven (7) calendar days on all employee bulletin boards. Employees interested shall apply within said time. Promotions within a City Department shall be made by the City on the basis of departmental seniority provided the senior employee has the ability to meet the job requirements of the higher classification. An employee's disciplinary record may be considered with respect to determining the employee's ability to meet job requirements of the higher classification. In the event no employee in the Department is selected, applicants from other Departments shall receive preference on the basis of seniority with the City and ability to meet the job qualifications over persons seeking the position who are not presently employed by the City.

Section 901.A. Promotions to Lead Positions in the Department of Public Works

The competitive elements of the examination will consist of a written examination, oral examination and departmental evaluation. The passing grade on the written examination shall be seventy percent (70%) and the failure of the applicant on the written examination shall disqualify him from further consideration. All employees who pass the written examination shall be given the oral examination and departmental evaluation. The oral examination panel shall consist of a minimum of three panelists, including two panelists from outside the Division of Public Works.

Candidates will be ranked on the basis of a composite score computed as follows:

1. The percentage (%) attained on the written examination multiplied by thirty percent (30%).
2. The percentage (%) attained on the oral examination multiplied by twenty five percent (25%).
3. The percentage (%) attained on the departmental evaluation multiplied by thirty percent (30%).
4. In addition, seniority points (up to a maximum of fifteen [15] points) will be added to attain the total composite score as follows:

Each employee will be awarded 1 point for each year of seniority in the Department up to a maximum of fifteen (15) years of seniority, pro-rated up to and including the date of the written examination.

Section 902. Written Examination

A written examination may be provided by the City which shall be free to all employees seeking the available promotion other than probationary employees. The examination shall relate to those matters which shall fairly test the relative capacity of those persons examined to discharge the duties of the office to which they seek to be appointed. Such test shall be furnished by an independent body.

Section 903. Supervisory Employees

The foregoing conditions do not apply to the employment of supervisory employees whose positions are not covered by the collective bargaining Contract.

Section 904. Promotion

When an employee is promoted, he shall immediately advance to a pay step in the higher classification which is higher than his next annual increment in the previous classification.

Section 905. Trial Period

The applicant selected for a promotion will serve a trial period of six (6) months. The trial period may be extended for an additional three (3) month period upon written mutual agreement by the City, the Union, and the employee involved. The City may disqualify the employee during the trial period and such employee shall be returned to his former position or one of similar classification and pay.

Section 906. Department of Public Works Continuous Classifications

A Laborer I shall be promoted to a Laborer II or an Equipment Operator I shall be promoted to Equipment Operator II, after the completion of two (2) years satisfactory performance.

ARTICLE X

DISCHARGE AND DISCIPLINE

Section 1000. Causes for Discipline and Discharge

No member of the Bargaining Unit shall be disciplined or discharged except for just cause. A discharged employee will be allowed to discuss the discharge with the Steward before he is required to leave the property of the City unless his presence creates an unsafe situation.

Section 1001. Past Infraction

In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than three (3) years previously, unless such prior infraction resulted in a suspension in excess of two (2) days.

Section 1002. Notification of Discipline and Discharge

The City shall notify the Steward promptly in writing upon the discharge or discipline of an employee, but failure to give such notice shall not affect the validity of such discharge or discipline.

Section 1003. Union Representation

The employee shall be entitled to Union representation during any meeting and/or discussion with the Employer concerning discipline or probable discipline. The role of the Union representative shall be that of an observer. Disciplinary action, if any, may be subject to the grievance procedure.

ARTICLE XI

UNION STEWARDS

Section 1101. Number of Stewards

Employees shall be represented by one Chief Steward, two (2) Stewards, and two (2) alternate Stewards who shall be members of the Bargaining Unit. An alternate Steward shall act in place of a Steward when the Steward is absent or unable to act. The Chief Steward shall be elected at large and the two (2) Stewards shall be from different Divisions or Departments of the City.

Section 1102. Union Business on City Time

The Steward or alternate Steward shall not spend time on Union business during regular working hours except as provided in Article X hereof, unless same involves a grievance or problem arising under this Contract, the nature of the business is such that it cannot be conveniently disposed of outside of regular working hours and it does not interfere with the work of the City Department involved.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1201. Savings Clause

Nothing in this Article shall prevent any individual employee of the Union from exercising the rights granted under Act 336 of the Public Acts of 1947, as amended.

Section 1202. Definition of Grievance

For the purpose of this Contract, a grievance is defined as an alleged violation of this Contract.

Section 1203. Grievance Procedure

The following shall be followed in presenting a grievance to the City:

Step One.

If an employee feels he has a grievance, he shall, within five (5) working days after the employee had knowledge, or reasonably should have had knowledge, of its occurrence, present the grievance orally to his immediate supervisor or other designated supervisor, or it shall be considered waived. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. The supervisor shall submit his answer within three (3) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written request at Step Two.

Step Two.

If the grievance is not resolved in Step One, the employee or the Steward shall present the

grievance in writing to the Department Head. A grievance must be presented in writing within five (5) working days after the employee receives the answer in Step One or it shall be considered waived. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall attempt to identify all the provisions of this Agreement alleged to be violated, and shall be signed and dated by the employee.

The grievance shall be answered in writing by or on behalf of the Department Head within ten (10) working days after the grievance is presented. If the grievance is not answered within ten (10) working days, the Union shall be awarded the grievance on the basis of its complaint.

If no further action is taken within five (5) working days after service of the written answer upon the employee or the Steward, the answer will be considered to be accepted, and no further action may be taken upon the grievance.

Step Three.

If within five (5) working days after the service of the answer, the answer is not accepted by the Steward or the employee, the Steward or the employee may request a conference with the City Manager or his representative at a time to be agreed upon. The City Manager or his representative will meet with the Union and give the Union his written answer within twenty (20) working days.

For purposes of this Article only, the term "work day" refers to Monday through Friday excluding observed holidays.

Section 1204. Arbitration

In the event the grievance is not settled in Section 1203 above, the Union shall have the right to appeal the dispute under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) calendar days from the date of the answer provided for in Step 3 above or the day the answer was due.

Any grievance not advanced to the next step by the Union within the time limited in that step shall be deemed abandoned.

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (A) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms in this Agreement.
- (B) He shall have no power to establish salary scales or change any salary.

His powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

He shall have no power to decide any questions which, under this Agreement, are within the responsibility of management to decide, except as they may be specifically conditioned by this Agreement.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employees or employees involved, and the City.

The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them.

Claims for Back Pay. All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than ten (10) work days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 1205. Appeal

Discipline or discharge cases will be handled through the normal steps of the Grievance Procedure, except, that in cases of discharge, the Union may bypass Step 1 and appeal the matter directly to the City Manager's step of the Grievance Procedure.

Section 1206. Time Limits

The time limits set forth in this Article may be extended by mutual agreement, in writing, of the City and the Union.

Section 1207. Arbitration Hearings

Unless otherwise agreed, arbitration hearings will be held in the City of Farmington Hills offices or in the vicinity. In the event employees in the Bargaining Unit are called as witnesses, they shall not lose time for travel to and from the hearing, or for time spent in testifying. However, the Union recognizes that should it call witnesses who are required to be present through the entire hearing, the City shall not be responsible for such expense.

Section 1208. Sole Remedy

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE XIII

AUTOMOBILE

Section 1301.

If an employee is required to use his automobile in connection with his job, he shall be paid at the higher rate of either twenty-five (25) cents per mile, or the current rate for mileage reimbursement established by the City for other general employees. Employees using their own cars shall, if required by the City, keep and file a record of all mileage driven on City business. The City shall furnish forms for this purpose.

ARTICLE XIV

DEDUCTION OF UNION DUES BY CITY

Section 1401. Deduction of Dues

During the life of this Agreement, the City agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes and files with the Director of Finance a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the City is authorized to deduct Union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of

this Contract. The Union is to notify the City as to the amount of Union dues and of any changes, said notification to be made at least thirty (30) days before said dues are to be deducted.

Section 1402. Exclusion

The City shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

Section 1403. Authorization for Deductions

A properly executed copy of the authorization for deduction of dues or service fee shall be delivered to the City Director of Finance by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the Director of Finance and shall be deducted from the second pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the 15th of the month in which the first deduction is to be made.

Section 1404. Transmittal of Funds

Deductions for any calendar month shall be remitted to the designated financial officer of Council 25 as soon as possible after the 10th day of the following month.

Section 1405. Revocation of Authorization

Authorization for deduction of dues or service fee shall be irrevocable by the employee during the term of this Contract or any renewal hereof, unless the employee cancels his authorization within thirty (30) days prior to the expiration of the Contract or any renewal hereof. Deductions of membership dues or service fee shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

Section 1406.

The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Union dues or service fees in accordance with this Contract and the Union agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues or service fees.

ARTICLE XV

NO-STRIKE CLAUSE

Section 1501.

During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference

with the operations of the City, including a labor dispute between the City and any other labor organization.

Section 1502.

In the event of such prohibit conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the Contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

Section 1503.

In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

Section 1504.

The City agrees that in consideration of the foregoing, during the life of this Agreement the City will not lock-out employees.

ARTICLE XVI

MISCELLANEOUS

Section 1601. Federal Wage Regulations

This Contract shall conform in all respects with the regulations of the United States Government with respect to the control of wages under authority granted to the President of the United States by Act of Congress. Nothing herein shall be held to conflict with any such regulation.

Section 1602. Uniform Cleaning

With respect to those employees who are required to wear uniforms while on duty, the City shall be obligated to provide adequate and proper cleaning of the uniforms and no specific allowance shall be paid to the employee for the uniform cleaning. It is agreed that the employer shall make appropriate arrangements so that the uniforms are returned to the employee within a reasonable time after an employee presents them for cleaning.

Section 1603. DPW Employee Uniforms

DPW employees will be provided work uniforms as per past practice. Uniforms shall include:

- Six (6) sets of pants and shirts
- One (1) winter jacket
- One (1) pair five (5) buckle rubber boots for winter
- One (1) set of rain gear
- Coveralls, cotton work gloves, hard hat and liners will continue to be provided, as needed, from the tool crib.

Employees will have the option of ordering short sleeve shirts for the summer. Uniforms will be replaced as determined necessary by the Department Head.

For those employees required to wear steel toed boots, the City shall reimburse up to \$65.00/year per employee toward the purchase of such boots. A receipt verifying proof of purchase must be submitted in order to receive reimbursement.

Mechanics shall receive a tool allowance of \$450.00 per year, payable in accordance with a policy issued by the DPW Superintendent.

For those employees required to wear safety glasses, the City shall reimburse up to \$75.00 biannually toward the purchase of a pair of prescription safety glasses.

Section 1604. Operator's License

The City will pay the difference between a regular motor vehicle operator's license and a Class A CDL license with Air Brakes endorsement for renewals, for all full-time employees required to hold such endorsements.

Section 1605. Special Conferences

Special conferences for important matters will be arranged between the Union and the City or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of the City unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as, the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. Conferences shall be held at mutually agreeable hours. The employee Union representative(s) shall not lose pay for time spent in the special conference.

Section 1606. Subcontracting

While the right of contracting or subcontracting of work is vested in the City, in cases of contracting or subcontracting work regularly performed by members of the Bargaining Unit as of July 1, 1982, which would result in a layoff of a member of the Bargaining Unit, the City will notify the Union prior to letting the contract and, if requested in writing from the Union within ten (10) work days from the notice the City will meet within five (5) work days from receipt of the request to discuss the work in question.

Grievances involving subcontracting resulting in layoff may be processed to the Council level but not to Arbitration.

Section 1607. Residency

The parties agree that any future changes in residency requirements will be subject to negotiation by the parties.

Section 1608. Maintenance of Conditions

The City shall make no changes that are contrary to the provisions of the Agreement, in wages, hours, or conditions of employment. This Agreement shall supersede any rules and regulations governing the City Departments which are in conflict with the provisions of this Agreement.

Section 1609. Medical Examinations

The City may require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations. The City and Union agree that the provisions of this Section shall be applied equally to all employees without discrimination as to age, sex, race, creed, color, marital status, religion, political affiliation, national origin or Union activity.

Section 1610. Liability Insurance

Bargaining unit members will continue to be covered by the City's liability insurance.

Section 1611. Bulletin Boards

The City shall provide the Union with a bulletin board for posting of notices as set forth in this

section, provided that such notices are initialed by a Union Steward. The Union will submit one copy of said notice to the City Manager or his designee prior to being posted on the bulletin board.

Notices shall be restricted to the following types:

1. Notices of union social and recreational events.
2. Notices of Union elections, appointments, and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences, or conventions.

The bulletin board shall not be used by the Union or its members for disseminating derogatory or political matter of any kind whatsoever.

ARTICLE XVII

TUITION REIMBURSEMENT

Section 1701.

Approval of Educational Aide requests is the joint responsibility of the Department Director and City Manager. In approving such requests, consideration is given to the City's requirements and the employee's potential and development needs.

Section 1702.

Approved courses are reimbursed 100%, including books, provided the employee's final grade is the equivalent of a "C" or better. No reimbursement is authorized for below "C" level work. Any refundable deposit is not eligible for reimbursement. Books purchased by the City shall remain the property of the City.

The City's reimbursement shall not exceed one hundred and sixty (\$160.00) dollars per credit hour, and such maximum shall increase by ten percent (10%) effective July 1, 1994 and again July 1, 1995. Total annual reimbursement shall not exceed two thousand (\$2,000.00) dollars per employee, exclusive of books and registration fees. Non-credit skill improvement classes related to City operations will also be reimbursed.

Section 1703.

The employee must receive advance written approval from the City Manager to be eligible for any payments under this Article. In the event the employee leaves the employ of the City within one (1) year from the date the City makes the payment, the employee shall reimburse the City for such payments by having the amount deducted from their final pay-check(s). The employee must sign an agreement authorizing such payroll deductions before the City makes any payments under this Article.

TERMINATION

This Agreement shall be effective as of the first day of July, 1999, and shall remain in full force and effect until the 30th day of June, 2005.

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

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of January, 2000.

FOR THE CITY:

[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

RE: SICK LEAVE ABSENTEEISM CONTROL APPENDIX TO CONTRACT

It is understood and agreed to by the City and the Union that the sick leave provisions of the Agreement are intended to provide employees with income insurance in the event an employee is unable to work due to personal injury or illness or due to the serious injury of illness of an employee's immediate family member (spouse or child) requiring the care of the employee. The parties acknowledge the operational problems which may be caused by absenteeism, including staff shortages, overtime, lost productivity, reduced moral, increased costs, and inequitable distribution of workload. Recognizing the difficulties imposed on the City when employees are absent from work, the parties agree to the following guidelines, controls and incentives governing the use of sick leave outlined herein:

I. Sick Leave Absenteeism Control

A. Definitions

1. An absence for sickness or other good cause will be defined as an absence due to inability to work resulting from one of the following:
 - a. personal illness or injury of the employee;
 - b. a bona fide personal illness or injury of one's immediate family member residing in the same household and requiring the employee's presence, including the birth of an employee's child;
 - c. employee's doctor visits, provided that the appointment cannot be scheduled during non-working hours;
 - d. doctor visits of immediate family members residing in the same household and requiring the employee's presence; provided, however, that the appointment cannot be scheduled during non-working hours.
2. An occurrence is defined as each separate or distinct employee absence, including part day absences where an employee may leave work early due to illness. An absence of two (2) or more consecutive days is still considered to be one (1) occurrence. An absence due to a confirmed on-the-job injury shall not be counted as an occurrence under these guidelines. The number of occurrences of absenteeism, as well as the total hours/days of absence within specific periods of time, and the pattern of such absences shall be used to determine whether an employee's attendance record is acceptable.

Doctor's visits requiring absences from work of less than one-half (1/2) day, and for which written verification may be required to the satisfaction of the supervisor, shall not be counted as an occurrence.

3. For purposes of this policy, immediate family member is defined as the spouse, child, parent, or other legal dependent living in the same household as the employee.

B. Regulations

1. Consistent with provisions of our Agreement, the City may in certain instances require an employee to provide a physician's statement. A physician's statement must include the following information:
 - a. date treated by the physician;
 - b. diagnosis;
 - c. whether an employee may return to work, and restrictions, if applicable;
 - d. date employee may return to work, and date restrictions are lifted, if applicable;
 - e. signature of the treating physician.
2. Every effort will be made by the parties to treat physician's statements and other medical documentation in a confidential manner.
3. Unpaid absences shall be counted as absences subject to the provisions of this Memorandum.
4. An employee who fraudulently attempts to collect sick leave pay (for purposes of example, falsifying a physician's statement) may be subject to disciplinary action up to and including discharge.
5. Approved personal leave days taken in accordance with our Agreement are not subject to the provisions of this Memorandum.
6. The provisions of this Memorandum are considered to be in addition to those already negotiated by the parties in their collective bargaining agreement. The parties do not waive any other rights except as specifically stated herein.

7. This Memorandum does not, and is not intended to, abridge guaranteed rights of an employee as provided for under applicable State or Federal statutes.

C. Procedure

1. An employee who has four (4) or more occurrences of sick leave within a six (6) month period shall be counseled by his/her supervisor regarding their employment obligation and the necessity of regular attendance.
2. An employee with six (6) or more occurrences of sick leave within an eight (8) month period shall again be counseled by his/her supervisor and may be required to have all future absences verified by a physician's statement.
3. An employee with eight (8) or more occurrences of sick leave within a twelve (12) month period shall receive a written warning documenting the concern regarding the employee's attendance and warning that further occurrences of sick leave will result in forfeiture of future vacation accrual and other potential disciplinary action.
4. An employee who has ten (10) or more occurrences of sick leave within a twelve (12) month period shall receive a written notice informing them that their chronic use of sick leave is excessive and has resulted in a forfeiture of vacation accrual during the following year equal to one (1) day of vacation. In addition, the employee will be notified that each occurrence exceeding ten (10) occurrences thereafter during a twelve (12) month period shall result in forfeiture of another day of vacation accrual.
5. Continued abuse or excessive use of sick leave may result in review of an employee's employment relationship with the City and eventual termination.
6. Exceptions to this procedure may be granted at the discretion of the City in special circumstances, or in the event of an unpreventable chronic medical condition documented to the satisfaction of the City. Disputes involving such medical documentation will be resolved in accordance with provisions of our Agreement.

II. Sick Leave Cash Incentive

A. An employee who accumulates one hundred twenty (120) days sick leave may exercise either one of the following options:

1. An employee may cash out, at a rate of fifty (50%) percent of their annual base pay, their unused sick leave days earned in the immediately ending fiscal year. Such requests for cashout must be submitted in writing to the Finance Department through the appropriate Department Head within thirty (30) days after the start of a new fiscal year.
2. The employee may have the unused sick leave accrued at a rate of one hundred (100%) percent added to their reserve sick bank, up to the maximum specified in our Agreement.

B. In order to be eligible for the annual cashout provision, an employee's sick leave bank must remain at a level of at least one hundred twenty (120) days. An employee may not cashout sick leave under the annual cashout provision that would reduce their sick leave bank to a level below one hundred twenty (120) days.

III. Effective Date

This Memorandum of Understanding will become effective January 1, 1994 and shall apply to all absences occurring after the effective date.

UNION

Laverne Roberts
Robert M. Bonds
Leonard E. Chapman
Judith E. Pickett
 AFSCME Council 25.

CITY

Will [Signature]
[Signature]
Mary L. Laforte

DATE SIGNED 1/25/94

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 1999

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	21,627	22,384	23,143	23,904	24,659
Account Clerk I	22,902	23,706	24,512	25,318	26,119
Clerk Typist II	24,251	25,105	25,959	26,809	27,661
Information Clerk	24,251	25,105	25,959	26,809	27,661
Teleprocessing Operator	24,251	25,105	25,959	26,809	27,661
Word Processing Clerk	24,251	25,105	25,959	26,809	27,661
Account Clerk II	25,803	26,710	27,616	28,540	29,479
Aide Positions	25,803	26,710	27,616	28,540	29,479
Recording Secretary	25,803	26,710	27,616	28,540	29,479
Contract Technician	27,022	27,986	29,039	29,944	30,929
Secretary	27,440	28,421	29,420	30,409	31,405
Teleprocessing Coordinator	27,440	28,421	29,420	30,409	31,405
Account Technician	28,495	29,504	30,521	31,539	32,555
Records Division Coordinator	28,834	29,878	30,929	31,973	33,017
Assessor I	30,193	31,099	32,037	32,995	33,984
Acct. Processing Coordinator	33,523	34,738	35,945	37,159	38,370
Code & Zoning Inspector	35,450	36,731	38,014	39,297	40,582
Housing Rehabilitation Spec.	35,450	36,731	38,014	39,297	40,582
Accountant	35,901	37,198	38,495	39,797	41,097
Building Inspector	37,781	39,145	40,511	41,879	43,241
Electrical Inspector	37,781	39,145	40,511	41,879	43,241
Heating & Refrig. Insp.	37,781	39,145	40,511	41,879	43,241
Plumbing Inspector	37,781	39,145	40,511	41,879	43,241
Building Plan Examiner	37,781	39,145	40,511	41,879	43,241
Assessor II	39,295	40,711	42,131	43,555	44,972
Chief Building Inspector	40,269	41,717	43,170	44,627	46,080
Assessor III	46,945	48,631	50,325	52,016	53,708

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 1999

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	11.39	12.17	12.46
Laborer I (DPW/Parks & Rec)	11.93	12.68	12.96
Laborer II (DPW/Parks & Rec)	13.78	14.53	15.32
Building Maintenance Technician	13.78	14.53	15.32
Small Engine Mechanic	14.20	15.15	16.15
Park Maintenance Technician	14.20	15.15	16.15
Auto Service Worker	14.20	15.15	16.15
Sign & Traffic Aide	15.61	16.45	17.37
Automotive Mechanic I	15.61	16.45	17.37
Equipment Operator I	15.61	16.45	17.37
Equipment Operator II	17.37	17.64	17.93
Building Maintenance Mechanic	17.37	17.64	17.93
Inventory & Repair Records Coord.	16.98	17.85	18.61
Automotive Mechanic II	16.98	17.85	18.61
Traffic Sign Technician	17.95	18.27	18.61
Equipment Operator III	18.54	18.90	19.21
Automotive Mechanic III	18.30	19.03	19.81

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 2000

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	22,276	23,056	23,837	24,621	25,399
Account Clerk I	23,589	24,417	25,247	26,078	26,903
Clerk Typist II	24,979	25,858	26,738	27,613	28,491
Information Clerk	24,979	25,858	26,738	27,613	28,491
Teleprocessing Operator	24,979	25,858	26,738	27,613	28,491
Word Processing Clerk	24,979	25,858	26,738	27,613	28,491
Account Clerk II	26,577	27,511	28,444	29,396	30,363
Aide Positions	26,577	27,511	28,444	29,396	30,363
Recording Secretary	26,577	27,511	28,444	29,396	30,363
Contract Technician	27,833	28,826	29,910	30,842	31,857
Secretary	28,263	29,274	30,303	31,321	32,347
Teleprocessing Coordinator	28,263	29,274	30,303	31,321	32,347
Account Technician	29,350	30,389	31,437	32,485	33,532
Records Division Coordinator	29,699	30,774	31,857	32,932	34,008
Assessor I	31,099	32,032	32,998	33,985	35,004
Acct. Processing Coordinator	34,529	35,780	37,023	38,274	39,521
Code & Zoning Inspector	36,514	37,833	39,154	40,476	41,799
Housing Rehabilitation Spec.	36,514	37,833	39,154	40,476	41,799
Accountant	36,978	38,314	39,650	40,991	42,330
Building Inspector	38,914	40,319	41,726	43,135	44,538
Electrical Inspector	38,914	40,319	41,726	43,135	44,538
Heating & Refrig. Insp.	38,914	40,319	41,726	43,135	44,538
Plumbing Inspector	38,914	40,319	41,726	43,135	44,538
Building Plan Examiner	38,914	40,319	41,726	43,135	44,538
Assessor II	40,474	41,932	43,395	44,862	46,321
Chief Building Inspector	41,477	42,969	44,465	45,966	47,462
Assessor III	48,353	50,090	51,835	53,576	55,319

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 2000

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	11.73	12.54	12.83
Laborer I (DPW/Parks & Rec)	12.29	13.06	13.35
Laborer II (DPW/Parks & Rec)	14.19	14.97	15.78
Building Maintenance Technician	14.19	14.97	15.78
Small Engine Mechanic	14.63	15.60	16.63
Park Maintenance Technician	14.63	15.60	16.63
Auto Service Worker	14.63	15.60	16.63
Sign & Traffic Aide	16.08	16.94	17.89
Automotive Mechanic I	16.08	16.94	17.89
Equipment Operator I	16.08	16.94	17.89
Equipment Operator II	17.89	18.17	18.47
Building Maintenance Mechanic	17.89	18.17	18.47
Inventory & Repair Records Coord.	17.49	18.39	19.17
Automotive Mechanic II	17.49	18.39	19.17
Traffic Sign Technician	18.49	18.82	19.17
Equipment Operator III	19.10	19.47	19.79
Automotive Mechanic III	18.85	19.60	20.40

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 2001

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	22,944	23,748	24,552	25,360	26,161
Account Clerk I	24,297	25,150	26,004	26,860	27,710
Clerk Typist II	25,728	26,634	27,540	28,441	29,346
Information Clerk	25,728	26,634	27,540	28,441	29,346
Teleprocessing Operator	25,728	26,634	27,540	28,441	29,346
Word Processing Clerk	25,728	26,634	27,540	28,441	29,346
Account Clerk II	27,374	28,336	29,297	30,278	31,274
Aide Positions	27,374	28,336	29,297	30,278	31,274
Recording Secretary	27,374	28,336	29,297	30,278	31,274
Contract Technician	28,668	29,691	30,807	31,767	32,813
Secretary	29,111	30,152	31,212	32,261	33,317
Teleprocessing Coordinator	29,111	30,152	31,212	32,261	33,317
Account Technician	30,231	31,301	32,380	33,460	34,538
Records Division Coordinator	30,590	31,697	32,813	33,920	35,028
Assessor I	32,032	32,993	33,988	35,005	36,054
Acct. Processing Coordinator	35,565	36,853	38,134	39,422	40,707
Code & Zoning Inspector	37,609	38,968	40,329	41,690	43,053
Housing Rehabilitation Spec.	37,609	38,968	40,329	41,690	43,053
Accountant	38,087	39,463	40,840	42,221	43,600
Building Inspector	40,081	41,529	42,978	44,429	45,874
Electrical Inspector	40,081	41,529	42,978	44,429	45,874
Heating & Refrig. Insp.	40,081	41,529	42,978	44,429	45,874
Plumbing Inspector	40,081	41,529	42,978	44,429	45,874
Building Plan Examiner	40,081	41,529	42,978	44,429	45,874
Assessor II	41,688	43,190	44,697	46,208	47,711
Chief Building Inspector	42,721	44,258	45,799	47,345	48,886
Assessor III	49,804	51,593	53,390	55,183	56,979

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 2001

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	12.08	12.92	13.21
Laborer I (DPW/Parks & Rec)	12.66	13.45	13.75
Laborer II (DPW/Parks & Rec)	14.62	15.42	16.25
Building Maintenance Technician	14.62	15.42	16.25
Small Engine Mechanic	15.07	16.07	17.13
Park Maintenance Technician	15.07	16.07	17.13
Auto Service Worker	15.07	16.07	17.13
Sign & Traffic Aide	16.56	17.45	18.43
Automotive Mechanic I	16.56	17.45	18.43
Equipment Operator I	16.56	17.45	18.43
Equipment Operator II	18.43	18.72	19.02
Building Maintenance Mechanic	18.43	18.72	19.02
Inventory & Repair Records Coord.	18.01	18.94	19.75
Automotive Mechanic II	18.01	18.94	19.75
Traffic Sign Technician	19.04	19.38	19.75
Equipment Operator III	19.67	20.05	20.38
Automotive Mechanic III	19.42	20.19	21.01

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 2002

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	23,632	24,460	25,289	26,121	26,946
Account Clerk I	25,026	25,905	26,784	27,666	28,541
Clerk Typist II	26,500	27,433	28,366	29,294	30,226
Information Clerk	26,500	27,433	28,366	29,294	30,226
Teleprocessing Operator	26,500	27,433	28,366	29,294	30,226
Word Processing Clerk	26,500	27,433	28,366	29,294	30,226
Account Clerk II	28,195	29,186	30,176	31,186	32,212
Aide Positions	28,195	29,186	30,176	31,186	32,212
Recording Secretary	28,195	29,186	30,176	31,186	32,212
Contract Technician	29,528	30,582	31,731	32,720	33,797
Secretary	29,984	31,057	32,148	33,229	34,317
Teleprocessing Coordinator	29,984	31,057	32,148	33,229	34,317
Account Technician	31,138	32,240	33,351	34,464	35,574
Records Division Coordinator	31,508	32,648	33,797	34,938	36,079
Assessor I	32,993	33,983	35,008	36,055	37,136
Acct. Processing Coordinator	36,632	37,959	39,278	40,605	41,928
Code & Zoning Inspector	38,737	40,137	41,539	42,941	44,345
Housing Rehabilitation Spec.	38,737	40,137	41,539	42,941	44,345
Accountant	39,230	40,647	42,065	43,488	44,908
Building Inspector	41,283	42,775	44,267	45,762	47,250
Electrical Inspector	41,283	42,775	44,267	45,762	47,250
Heating & Refrig. Insp.	41,283	42,775	44,267	45,762	47,250
Plumbing Inspector	41,283	42,775	44,267	45,762	47,250
Building Plan Examiner	41,283	42,775	44,267	45,762	47,250
Assessor II	42,939	44,486	46,038	47,594	49,142
Chief Building Inspector	44,003	45,586	47,173	48,765	50,353
Assessor III	51,298	53,141	54,992	56,838	58,688

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 2002

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	12.44	13.31	13.61
Laborer I (DPW/Parks & Rec)	13.04	13.85	14.16
Laborer II (DPW/Parks & Rec)	15.06	15.88	16.74
Building Maintenance Technician	15.06	15.88	16.74
Small Engine Mechanic	15.52	16.55	17.64
Park Maintenance Technician	15.52	16.55	17.64
Auto Service Worker	15.52	16.55	17.64
Sign & Traffic Aide	17.06	17.97	18.98
Automotive Mechanic I	17.06	17.97	18.98
Equipment Operator I	17.06	17.97	18.98
Equipment Operator II	18.98	19.28	19.59
Building Maintenance Mechanic	18.98	19.28	19.59
Inventory & Repair Records Coord.	18.55	19.51	20.34
Automotive Mechanic II	18.55	19.51	20.34
Traffic Sign Technician	19.61	19.96	20.34
Equipment Operator III	20.26	20.65	20.99
Automotive Mechanic III	20.00	20.80	21.64

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 2003

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	24,341	25,194	26,048	26,905	27,754
Account Clerk I	25,777	26,682	27,588	28,496	29,397
Clerk Typist II	27,295	28,256	29,217	30,173	31,133
Information Clerk	27,295	28,256	29,217	30,173	31,133
Teleprocessing Operator	27,295	28,256	29,217	30,173	31,133
Word Processing Clerk	27,295	28,256	29,217	30,173	31,133
Account Clerk II	29,041	30,062	31,081	32,122	33,178
Aide Positions	29,041	30,062	31,081	32,122	33,178
Recording Secretary	29,041	30,062	31,081	32,122	33,178
Contract Technician	30,414	31,499	32,683	33,702	34,811
Secretary	30,884	31,989	33,112	34,226	35,347
Teleprocessing Coordinator	30,884	31,989	33,112	34,226	35,347
Account Technician	32,072	33,207	34,352	35,498	36,641
Records Division Coordinator	32,453	33,627	34,811	35,986	37,161
Assessor I	33,983	35,002	36,058	37,137	38,250
Acct. Processing Coordinator	37,731	39,098	40,456	41,823	43,186
Code & Zoning Inspector	39,899	41,341	42,785	44,229	45,675
Housing Rehabilitation Spec.	39,899	41,341	42,785	44,229	45,675
Accountant	40,407	41,866	43,327	44,793	46,255
Building Inspector	42,521	44,058	45,595	47,135	48,668
Electrical Inspector	42,521	44,058	45,595	47,135	48,668
Heating & Refrig. Insp.	42,521	44,058	45,595	47,135	48,668
Plumbing Inspector	42,521	44,058	45,595	47,135	48,668
Building Plan Examiner	42,521	44,058	45,595	47,135	48,668
Assessor II	44,227	45,821	47,419	49,022	50,616
Chief Building Inspector	45,323	46,954	48,588	50,228	51,864
Assessor III	52,837	54,735	56,642	58,543	60,449

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 2003

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	12.81	13.71	14.02
Laborer I (DPW/Parks & Rec)	13.43	14.27	14.58
Laborer II (DPW/Parks & Rec)	15.51	16.36	17.24
Building Maintenance Technician	15.51	16.36	17.24
Small Engine Mechanic	15.99	17.05	18.17
Park Maintenance Technician	15.99	17.05	18.17
Auto Service Worker	15.99	17.05	18.17
Sign & Traffic Aide	17.57	18.51	19.55
Automotive Mechanic I	17.57	18.51	19.55
Equipment Operator I	17.57	18.51	19.55
Equipment Operator II	19.55	19.86	20.18
Building Maintenance Mechanic	19.55	19.86	20.18
Inventory & Repair Records Coord.	19.11	20.10	20.95
Automotive Mechanic II	19.11	20.10	20.95
Traffic Sign Technician	20.20	20.56	20.95
Equipment Operator III	20.87	21.27	21.62
Automotive Mechanic III	20.60	21.42	22.29

CITY OF FARMINGTON HILLS
AFSCME APPENDIX A
July 1, 2004

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
Clerk Typist I/Mail Clerk	25,071	25,950	26,829	27,712	28,587
Account Clerk I	26,550	27,482	28,416	29,351	30,279
Clerk Typist II	28,114	29,104	30,094	31,078	32,067
Information Clerk	28,114	29,104	30,094	31,078	32,067
Teleprocessing Operator	28,114	29,104	30,094	31,078	32,067
Word Processing Clerk	28,114	29,104	30,094	31,078	32,067
Account Clerk II	29,912	30,964	32,013	33,086	34,173
Aide Positions	29,912	30,964	32,013	33,086	34,173
Recording Secretary	29,912	30,964	32,013	33,086	34,173
Contract Technician	31,326	32,444	33,663	34,713	35,855
Secretary	31,811	32,949	34,105	35,253	36,407
Teleprocessing Coordinator	31,811	32,949	34,105	35,253	36,407
Account Technician	33,034	34,203	35,383	36,563	37,740
Records Division Coordinator	33,427	34,636	35,855	37,066	38,276
Assessor I	35,002	36,052	37,140	38,251	39,398
Acct. Processing Coordinator	38,863	40,271	41,670	43,078	44,482
Code & Zoning Inspector	41,096	42,581	44,069	45,556	47,045
Housing Rehabilitation Spec.	41,096	42,581	44,069	45,556	47,045
Accountant	41,619	43,122	44,627	46,137	47,643
Building Inspector	43,797	45,380	46,963	48,549	50,128
Electrical Inspector	43,797	45,380	46,963	48,549	50,128
Heating & Refrig. Insp.	43,797	45,380	46,963	48,549	50,128
Plumbing Inspector	43,797	45,380	46,963	48,549	50,128
Building Plan Examiner	43,797	45,380	46,963	48,549	50,128
Assessor II	45,554	47,196	48,842	50,493	52,134
Chief Building Inspector	46,683	48,363	50,046	51,735	53,420
Assessor III	54,422	56,377	58,341	60,299	62,262

CITY OF FARMINGTON HILLS
AFSCME DPW APPENDIX A
July 1, 2004

DPW CLASSIFICATION	START	6 MONTHS	1 1/2 YEARS
Maintenance Worker	13.19	14.12	14.44
Laborer I (DPW/Parks & Rec)	13.83	14.70	15.02
Laborer II (DPW/Parks & Rec)	15.98	16.85	17.76
Building Maintenance Technician	15.98	16.85	17.76
Small Engine Mechanic	16.47	17.56	18.72
Park Maintenance Technician	16.47	17.56	18.72
Auto Service Worker	16.47	17.56	18.72
Sign & Traffic Aide	18.10	19.07	20.14
Automotive Mechanic I	18.10	19.07	20.14
Equipment Operator I	18.10	19.07	20.14
Equipment Operator II	20.14	20.46	20.79
Building Maintenance Mechanic	20.14	20.46	20.79
Inventory & Repair Records Coord.	19.68	20.70	21.58
Automotive Mechanic II	19.68	20.70	21.58
Traffic Sign Technician	20.81	21.18	21.58
Equipment Operator III	21.50	21.91	22.27
Automotive Mechanic III	21.22	22.06	22.96

