AGREEMENT ENTERED INTO

BETWEEN THE

CITY OF ROYAL OAK

AND

FOREMEN AND SUPERVISORS' ASSOCIATION

2000/2005

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2000, between the CITY OF ROYAL OAK, MICHIGAN, (hereinafter the "EMPLOYER"), and the SUPERVISORS' ASSOCIATION, (hereinafter the "ASSOCIATION").

Section 1.0 - Purpose and Intent

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

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

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

Section 2.0 - Collective Bargaining Defined

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

Section 3.0 - Right to Organize

3.1 Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of 1947, and as last amended by Act 379, Public act of 1955, the State of Michigan, employees of the City of Royal Oak have the right of self-organization to join an Association and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

Section 4.0 - Prohibited Practices

4.1 No employee shall be favored or discriminated against either by the Employer or the Association because he or she maintains or terminates membership in the Association.

4.2 The Employer and the Association and their agents are prohibited from restraining or coercing employees in the exercise of their right to join or not join the Association, to maintain or to terminate membership in the Association, or to individually present a grievance.

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

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

Section 5.0 - Recognition - Employees Covered

5.1 The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Classifications shall include:

Public Works Supervisor
Parks & Forestry Supervisor
Automotive Mechanic Supervisor
Water Service and Water Maintenance Supervisor, and
Traffic Service Supervisor.

Effective 11/27/95, the number of supervisory positions and employees shall be reduced to six as negotiated, and duties reorganized accordingly.

5.2 **Association Security Clause** - The Employer agrees that it will not use temporary or seasonal employees in such a manner as to displace Association members from their jobs. It is recognized by the Association, however, that the Employer has the right to use temporary or seasonal employees on jobs of a temporary or seasonal nature, and that the Employer is under no obligation to combine two or more temporary or seasonal jobs involving disparate functions in order to create a full time job. Alleged abuses of this provision shall be subject to the grievance procedure.

Section 6.0 - Management Rights

6.1 It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and control of equipment and materials. The City shall be the exclusive judge of all matters pertaining to methods, processes or means of accomplishing the municipality's ends, including but not limited to, the right to choose to effect new or improved methods and facilities and to change existing methods and facilities. The City reserves all rights that ordinarily vest in and are exercised by management, except as specifically relinquished in this contract.

It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to Civil Service Rules, seniority rules, grievance procedures and other express provisions of this contract as herein specifically set forth.

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

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

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

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

6.3.3 - The Charter responsibility of the Civil Service Board for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities as defined by the Charter.

6.3.4 - The Charter responsibilities of the City in determining the functions and organization of the respective departments and divisions.

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

(a) To hire, assign, transfer and promote employees within the agency;

(b) To suspend, demote, discharge, or take other disciplinary action against employees;

(c) To relieve employees from duties because of lack of work or funds;

(d) To determine the methods, means and personnel necessary for departmental or agency operations;

(e) To control departmental or agency budget;

(f) To take whatever actions are necessary in situations of emergency to perform the functions of the department.

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

6.3.7 - The responsibility for administering Charter and ordinance provisions relating to the Retirement Plan.

Section 7.0 - Association Membership

7.1 The Employer recognizes the right of the Association to solicit membership from any employees working in the bargaining unit.

Section 8.0 - Representation

8.1 The employees shall be represented by a committee of two (2) members, one (1) of whom shall be the Chairperson, who shall be chosen in any manner determined by the employees. There may be an alternate appointed to serve in the absence of a regular committee person.

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

8.3 Special conferences for important matters may be arranged between the Association Chairman, the Employer or its designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the Employer and at least two (2), but no more than three (3), representatives of the Association. The arrangements for such special conference shall be made in advance, and an agenda of the matter(s) to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda unless both parties agree to include other items. Such conferences shall be held on a workday within normal working hours and be completed by the end of a normal workday.

Section 9.0 - Grievance Procedure Definitions

9.1 A grievance shall mean a complaint by the Association and an employee or group of employees based upon an event, condition, or circumstance under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement.

9.2 An aggrieved person shall mean the person or persons making the complaint, either individually or through the Association.

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

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

9.5 Presentation of Grievance - An employee having a grievance may present the grievance as follows:

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

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

Step 3 - If a satisfactory settlement is not reached in Step 2, the Association Chairperson may submit the matter in writing to the Human Resource Director of the City within forty-eight (48) hours after receipt of the departmental superintendent's answer (excluding Saturday, Sunday and holidays). The Human Resource Director shall, upon receipt of the grievance, make a written disposition of same within forty-eight (48) hours (excluding Saturday, Sunday and holidays).

Step 4 - If a satisfactory settlement is not reached in Step 3, the Association may submit the matter in writing to the City Manager within forty-eight (48) hours following receipt of the Human Resource Director's written disposition of the grievance (excluding Saturday, Sunday and holidays). The City Manager shall, upon receipt of the grievance, make a written disposition of same within ten (10) days (excluding Saturday, Sunday and holidays).

Step 5 - In the event the grievance is not settled in Step 4, the Association through its Chairperson shall have ten (10) days in which to invoke arbitration in those cases where arbitration is permitted. Arbitration can be invoked only in the following manner:

(a) Written notice to the City within ten (10) days after receipt of disposition at Step 4, of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the dispute issue or issues.

(b) In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may

be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association.

(c) The decision of the arbitrator shall be final and binding on all parties.

(d) The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement, and shall only concern himself with the interpretation and application of the terms of this Agreement.

(e) The expense of such impartial arbitrator shall be borne equally by both parties.

9.6 Any grievance not appealed from a decision in one of the steps in the above procedure, to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Association.

9.7 Each party to this Agreement, within ten (10) days (exclusive of Saturday, Sunday and holidays) after the receipt of such request, shall appoint a representative to act with the arbitrator in an advisory capacity and shall notify the other party in writing of such appointment.

9.8 All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association. The arbitrator and the representatives shall hear the evidence in the case submitted. The representative shall have no power to vote, but shall be available for such advice and information as the arbitrator may need. The decision of the arbitrator upon any question permitted by this Agreement shall be final and binding upon both parties.

9.9 An Association Chairperson shall be paid for time spent during working hours in attendance at grievance meetings with the City representatives. The Chairman will be permitted to leave his job upon request to, and with the approval of, his superintendent for the purpose of investigating the reported grievance in his assigned area.

9.10 The Association shall furnish the City Human Resource Office each July 1 and January 1 with a listing showing the Chairperson and his designated representatives, and shall further advise the Human Resource Department of any interim changes. Employees not included on such lists or any interim lists submitted will not be recognized as representatives of the Association.

9.11 Grievances protesting disciplinary action shall be subject to arbitration in the same manner as other grievances and shall not be subject to appeal to the Civil Service Board. The Employer agrees that prior to the taking of any disciplinary action against an employee, it will discuss the disciplinary action proposed to be taken with the Association President, and will explain the reasons for the proposed disciplinary action. The Employer also agrees that it will give due consideration to any arguments and factual information concerning the proposed disciplinary action that may be presented to it by the Association representative. The Employer agrees to give written notice of any disciplinary action taken to both the Association and the employee against whom such disciplinary action is taken.

Section 10.0 - Seniority - General

10.1 Upon completion of the probationary period as specified in the Civil Service Ordinance (Ordinance No. 314), a permanent full-time employee shall have seniority as of his date of hire. Such seniority shall not be affected by race, creed, color, national origin, age, sex, marital status, dependents of the employee, or political affiliation.

10.2 An employee shall lose his or her seniority standing upon voluntary resignation or disciplinary separation from the City service, not reversed by an arbitrator.

10.3 In the case of rehiring a former employee, previous service performed on a full-time, permanent status shall be recognized providing the employee is rehired under the provisions of Section 11, Article IV of Ordinance No. 314 (Civil Service Ordinance).

10.4 Employees shall continue to accumulate seniority while laid off.

Section 11.0 - Seniority of Veterans

11.1 The Selective Service Act as presently existing or as it may be amended from time to time shall govern the re-employment rights of Veterans.

Section 12.0 - Loss of Seniority

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

(a) He resigns or terminates his City employment.

(b) He is discharged and the discharge is not reversed by an impartial arbitrator or a court of competent jurisdiction.

(c) He is absent three (3) consecutive working days without notifying the Employer.

(d) He does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Failure to return from sick leave or leave of absence will be treated the same as (c).

(f) He retires.

Section 13.0 - Layoff and Recall

13.1 The Employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions in a department and layoff employees. The following procedure shall be followed in any such case:

(1) Temporary employees in the affected job classification shall be laid off first.

(2) Probationary employees in the affected job classifications shall be laid off next.

(3) Permanent employees in the affected job classification shall be laid off next in order of their total City seniority, the person with the least seniority being laid off first, and the person with the greatest seniority being laid off last.

13.2 In the event of multiple layoffs or position abolishments in a department, total City seniority shall be followed in allowing the employees involved to exercise the seniority privileges detailed herein and the employee shall be credited in his new job classification with the seniority in classification that such employee had in his old classification. In every instance in which an employee loses his job classification, either by layoff or position abolishment, he shall retain his right to occupy such job classification in case it later should become available, and he shall also retain his seniority in such job classification. If such employee is recalled to the position classification from which he was released, either through layoff or position abolishment, he shall then return to such job classification or forfeit his seniority therein and his right to return to such job classification. Where two or more persons have the same seniority date, relative seniority shall be determined in favor of the person having the greatest seniority in the affected classification. In the event that an employee is removed from City employment as a result of layoff or position abolishment, his name shall be placed upon the reemployment list and he shall be eligible for future reemployment as provided in Article IV of Ordinance 314. The name of such persons shall remain on the reemployment list until such person is reemployed, requests the removal of his name from the list, or refuses appointment to a position in the job classification formerly held by such person.

13.3 The Employer will give the Association at least fourteen (14) days notice in writing of any proposed layoff or "bumping".

13.4 Provided, further, that any employee who has previously held seniority in Local 270-M, Service Employees' International Union, and who has transferred or been promoted to this bargaining unit, may at the time of layoff or position abolishment move into a Local 270-M Service Employees' International Union position in the classification of Truck Driver only provided such a position is available. No position other than that specified herein may be bumped into.

13.5 Provided, further, that "bumping" to positions within this bargaining unit may be exercised solely by members of this Association.

13.6 If a supervisor is laid off and an opening occurs in a separate division for a supervisor, the laid off supervisor will have first option at said job.

13.7 When the working force is increased after a layoff, employees will be recalled on the basis of their seniority within the classification. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If the employee fails to report for work within fourteen (14) days from the date of mailing the notice of recall, he shall be considered to have quit.

Section 14.0 - Pay Plan

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

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

14.3 Employees shall be paid on a salary basis.

14.4 The general across the board wage increase effective July 1, 2000 for all classifications represented by the Association shall be 3.0% of the pay rates in effect for fiscal year 1999/2000. Effective at the beginning of the first pay period after the signing of this contract, wages shall be further increased to the amounts reflected in the attached salary plan. This adjustment is intended to reflect the 8 1/2 v. 8 hour workday, and includes the 1/2 hour previously compensated at time and a half via overtime or comp time. In order to avoid duplicate compensation, this comp time – overtime payment shall cease during the same pay period that the corresponding salary adjustment begins.

14.5 The general across the board wage increase effective July 1, 2001, for all classifications represented by the Association shall be 3.0% of the pay rates in effect for fiscal year 2000/2001.

14.6 The general across the board wage increase effective July 1, 2002 for all classifications represented by the Association shall be 3.0% of the pay rates in effect for fiscal year 2001/2002.

14.7 The general across the board wage increase effective July 1, 2003, for all classifications represented by the Association shall be 3.0% of the pay rates in effect for fiscal year 2002/2003.

14.8 The general across the board wage increase effective July 1, 2004 for all classifications represented by the Association shall be 3.0% of the pay rates in effect for fiscal year 2003/2004.

14.9 This general wage provision shall be subject to any then existing Federal guidelines pertaining to permissible increases in wages and fringe benefits. It is further agreed that the City will join with the Association in any appeals to the Internal Revenue Service or any other administrative body, if such becomes necessary in implementing the wage portion of this Agreement.

14.10 Any employee working as an **ACTING SUPERVISOR** shall be paid at the opening step of the pay range for the Supervisor classification.

14.11 For employees hired after 11/27/95, salary increments shall be pro-rated equally from top to bottom on a twelve month basis.

14.12 Employees hired after 11/27/95 who complete less than three (3) years of service, shall not be eligible for any type of separation pay otherwise provided in this contract.

Section 14A.0 - Wash-up Time

14A.1 All employees shall be given five (5) minutes wash-up period before lunch, a ten (10) minute wash-up period at the end of their regular duty day. In case an employee becomes excessively dirty or in a chemical condition that would constitute a health or safety hazard, he shall be allowed to shower on the work premises within his scheduled work time.

Section 15.0 - Rest Periods

15.1 All employees working a regular tour of duty shall be entitled to two (2) rest periods per shift, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half (½) regular duty day. The length of the rest periods shall be fifteen (15) minutes per period.

Section 16.0 - Work Schedule

16.1 The work day shall consist of eight and one-half (8½) hours in a calendar day, with not more than an additional sixty (60) minutes off for lunch without pay.

16.2 The determination of the starting time and work schedules shall be made by the Employer.

16.3 For the purpose of the Agreement, the work week shall begin at midnight Saturday.

16.4 The basic work week shall consist of forty (40) hours in five (5) consecutive eight (8) hour days, Monday through Friday plus one-half (1/2) hour before the normal shift assignments are made. During that pre-assignment time, the employee is expected to prepare for those supervisory functions that are necessary for making the daily assignments and accomplishing the supervisory work.

16.5 Effective at the beginning of the first pay period after execution of this contract, and as reflected in the salary schedule and Sec. 14.4, annual and bi-annual wages have been adjusted to reflect the 8 ½ v. 8 hour workday, and include the amount previously paid for the ½ hour of overtime at time and a half. To avoid duplicate payment, this ½ hour shall therefore not be recorded or paid as additional overtime or comp time.

16.6 During declared emergencies, when the Department goes on twelve (12) hour shifts, e.g., the shifts commence at either 12 noon or 12 midnight, the Monday to Friday work schedule shall be the first eight (8) are regular hours and the remaining four (4) hours are overtime.

Section 17.0 - Position Classification Plan

17.1 Employees shall be classified in accordance with the position classification plan of the Civil Service Board.

Section 18.0 - Overtime Pay

The following overtime provisions shall be effective at the beginning of the first pay period following signing of this contract.

18.1 Employees who are required to work more than eight and a half (8 ½) hours in any one day, shall be paid per hour for such overtime at the rate of one and one-half (1½) their current hourly base wage. Provided that double time will be paid for overtime beyond eight and a half (8 ½) hours in a given shift.

18.2 Employees required to work on Saturdays shall be paid per hour at the rate of one and one-half times their current hourly base wage for the first eight hours and two times their current

hourly base wage for the ninth hour and each succeeding hour thereafter provided that to be entitled to pay at the rates set forth herein for Saturday, an employee must have worked forty-two and a half (42 1/2) hours at straight time, less authorized time off with pay, during the week or have worked overtime in an emergency assignment to a point that would constitute a health or safety hazard if the employee were to be compelled to report for his normal tour of duty subsequent to the emergency assignment. In such event, overtime worked in the emergency assignment shall be considered as qualifying time for the Saturday premium pay.

18.3 Employees required to work on Sunday shall be paid per hour at the rate of two (2) times the current hourly base wage.

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

18.5 Overtime will be computed to the nearest 1/10th hour.

18.6 Employees may elect to bank and use to up 80 hours of comp time per year in lieu of overtime payment. Time taken is subject to management approval. Comp time not taken by the end of the first year shall be paid on or before July 31. If so requested by the employee prior to June 1, such comp time may be carried forward into the new fiscal year, but must be used by the end of the fourth month following the close of the fiscal year in which earned.

Section 19.0 - Minimum Call Back Time

19.1 An employee called back to work overtime outside of his regular scheduled period shall be paid for a minimum of three (3) hours in accordance with Section 18.0.

19.2 If the call back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with Section 18.0 until his regular duty.

19.3 If the call back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with the overtime provisions of this Agreement until his regular duty period begins, after which the employee shall be paid at the rate of his current basic hourly wage.

Section 20.0 - Reserved for future use.

Section 21.0 - Attendance

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

21.2 All employees absent without authorized leave or who report late for any shift shall be penalized by way of a pay deduction in multiples of one-tenth (1/10th) of an hour for each six (6) minutes or fraction thereof of each day or portion of a day.

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

21.4 Arrangements for time off must be made in advance. If, for some legitimate reason, an employee is unable to report for work at the established time set by the Employer for his particular shift, the supervisor on duty shall be notified at least thirty (30) minutes before hand, unless physically impossible. Repeated failure to do so may result in disciplinary action up to and including discharge.

Section 22.0 - Change of Address

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

22.2 An employee must reside not more than twenty (20) miles from the nearest geographic boundary of the City of Royal Oak. The City vehicle assigned to supervisors' shall be limited to an eight (8) mile radius.

Section 23.0 - Other Employment

23.1 Employees of the City may take part time jobs if there is no conflict of working hours, if the employee's efficiency in performing his work for the City is not impaired thereby, and if no conflict of interest results from such part time employment. Employees of the City may not engage in outside activities while on duty, nor may City property be used for any business other than City business.

Section 24.0 - Conflict of Interest

24.1 No employee may engage in any business or transaction nor have a financial interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest or would tend to impair his independence of judgment or action in performance of his official duties.

Section 25.0 - Return of City Property

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

Section 26.0 - Accidents

26.1 All personal duty related injuries and illness, however minor, shall be reported to the employee's Department Head immediately. The employee must take such first aid treatment as

may be recommended. Such injuries and illnesses shall, in turn, be reported on the Basic Accident Report and Supplemental Report to the Human Resource Department for the preparation of the necessary Workers' Disability Compensation forms.

26.2 Those supervisors in charge of either a division or a sub-division are responsible for the completion of the "Supplemental Accident and/or Illness Report" for each reported accident or illness regardless of whether the employee goes to the hospital or sees a doctor. This form when completed, will be forwarded to the Human Resource Office with a copy of the Basic Accident Report.

Section 27.0 - Other Gainful Employment

27.1 An employee injured on any other gainful employment outside of City employment, shall not be eligible for sick leave or for duty disability for absence arising out of such injury.

Section 28.0 - Time Clocks - Deleted

Section 29.0 - Resignations

29.1 To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to his Department Head. He shall forward such resignation to the Human Resource Department for filing in the employee's personnel file.

Failure to comply with this rule shall be entered on the service record of the employee and may be the cause for denying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department by the Department Head.

Section 30.0 - Health Examinations and Requirements

30.1 Each employee covered by this Agreement must maintain physical fitness commensurate with the duties and requirements of the position he occupies.

Section 31.0 - Seniority in Connection with Promotions

31.1 Promotion of employees covered by this contract to classifications within the bargaining unit shall be based on merit, qualifications and ability. Whenever merit, qualifications and ability of the employees being considered are equal, seniority shall prevail. Any employee who feels aggrieved in the matter of a promotion will be granted a prompt review by the City Administration, and if the matter is not thereby satisfactorily resolved, he may appeal the matter through the grievance procedure.

Section 32.0 - Jury Duty

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

Section 33.0 - Sick Leave

33.1 Any permanent or probationary employee shall accrue sick leave at the rate of one (1) day for each month of service. There shall be no maximum accumulation. However, a new hire is not eligible for sick leave until he has successfully completed his probationary period.

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

33.3 Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of actual sickness or disability.

33.4 Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants, or willful misconduct.

33.5 In the event of resignation, discharge or demise, all accumulated or unused sick leave shall be cancelled and not paid.

33.6 An employee who works for another employer or is gainfully self-employed while on sick leave shall be subject to disciplinary action.

33.7 An employee who becomes ill and unable to report for work must notify his immediate supervisor at least thirty (30) minutes prior to starting time if possible, and each day thereafter, or the absence may not be charged against his sick leave. If the department is not open thirty (30) minutes prior to starting time, the report of sickness must be made at the normal starting time.

33.8 The minimum time charged to an employee for sick leave shall be four (4) hours.

33.9 A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed.

33.10 After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment made therefore to the extent of the annual leave to which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he returns to work.

33.11 Normally, no sick leave shall be granted in excess of the allowance accrued. In unusual cases, the City Manager may approve paid sick leave in advance of accrual up to a maximum of twelve (12) days. In the event that an employee who has been granted sick leave in advance of accrual terminates or is terminated prior to the accumulation of sick leave granted, deduction for the equivalent amount of leave shall be made from the employee's terminal salary payment.

Section 34.0 - Leave Without Pay

34.1 A Department Head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in a calendar year.

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

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

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

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

34.6 An employee will forfeit his seniority and shall be subject to disciplinary action if he is self-employed or works for other employers during a leave of absence.

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

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

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

Section 35.0 - Vacation Leave

35.1 Any permanent or probationary employee with one (1) full year of service prior to July 1 shall be allowed annual leave consisting of absence from duty for ten (10) work days, or two (2) calendar weeks.

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

35.3 Any permanent or probationary employee with five (5) years of service, but less than ten (10) shall be allowed annual leave of fifteen (15) working days or three (3) calendar weeks. He shall be eligible for such leave the day after the completion of the fifth year of service.

35.4 Any permanent or probationary employee with ten (10) years of service, but less than sixteen (16) shall be allowed annual leave of twenty (20) working days or four (4) calendar weeks. He shall be eligible for such leave the day after the completion of the tenth year of service.

35.5 Any permanent or probationary employee with sixteen (16) years of service, but less than seventeen (17) shall be allowed annual leave of twenty-one (21) working days.

35.6 Any permanent or probationary employee with seventeen (17) years of service, but less than eighteen (18) shall be allowed annual leave of twenty-two (22) working days.

35.7 Any permanent or probationary employee with eighteen (18) years of service, but less than nineteen (19) shall be allowed annual leave of twenty-three (23) working days.

35.8 Any permanent or probationary employee with nineteen (19) years of service, but less than twenty (20) shall be allowed annual leave of twenty-four (24) working days.

35.9 Any permanent or probationary employee with twenty (20) or more years of service shall be allowed an annual leave of twenty-five (25) working days, or five (5) calendar weeks. He shall be eligible for such leave the day after the completion of the twentieth year of service.

35.10 In the event of termination for reasons other than discharge, an employee shall be entitled to pay for accrued vacation, provided he has given a minimum termination notice of ten (10) work days, or two (2) calendar weeks, in writing to his Department Head. Persons hired after 11/27/95 must complete at least three (3) years of service to be eligible for payment of accrued vacation time at separation.

35.11 Vacation schedules shall be established by the City, so as to permit the continued operation of all City functions without interference. Employees will be given preference according to City wide seniority to select available vacation periods for up to two (2) weeks of their allowable vacations.

35.12 Vacation preference slips will be issued to employees no later than April 1.

35.13 If a holiday occurs during an employee's vacation, he shall be entitled to an extra day's vacation, at his regular straight-time rate. A holiday will be considered to occur during an employee's vacation week if the holiday and the vacation are included within the period of seven (7) consecutive days commencing at midnight on Saturday.

35.14 If an employee dies, his next of kin will be paid the regular straight-time pay for all vacation he would have otherwise received.

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

35.16 If an employee so elects, a maximum of five (5) vacation days per fiscal year may be taken in periods of not less than (1) full work day and five (5) may be taken in either one full work day or four (4) hour increments. These days may be taken any time during the fiscal year, subject to the approval of the Department Head, and with a minimum of twenty-four (24) hours notice.

35.17 All vacation shall be taken within the fiscal year following the fiscal year of accrual, except that up to five days may be extended into the succeeding fiscal year upon the approval of the Department Head and the City Manager.

Section 36.0 - Military Leave

36.1 Any permanent employee entering active service under the Universal Military Training and Service Act, as amended, or shall enlist in the military service for one enlistment, shall be granted a leave of absence and subsequent reemployment rights subject to the limitations of applicable law. Time spent in military service under the aforesaid provision shall be considered as qualifying service for longevity pay purposes and extended vacation benefits.

Section 37.0 - Holidays

37.1 Employee shall receive fifteen (15) paid holidays.

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

8 - 15. Eight (8) Personal Business Days

37.2 When holidays fall on Saturday, the holiday shall be observed on Friday and when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

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

37.4 In order to qualify for the Personal Business Days a "new hire" employee must have successfully completed his/her initial probationary period. Then the employee will be eligible for Personal Business Days in proportion to that part of the fiscal year remaining.

37.5 In order to qualify for holiday pay an employee must be on duty the working day before and after the holiday. Authorized absence with pay shall be considered as being on duty.

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

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

37.8 The days granted for Personal Business may be taken any time during the fiscal year, subject to the approval of the department head, and shall not be unreasonably withheld. Personal Business time may be taken in one hour increments at the discretion of management. Personal Business Days may be taken in conjunction with vacations at the sole discretion of the department head.

Section 38.0 - Bereavement Leave

38.1 In the case of a spouse, child, mother, father, brother or sister, a permanent or probationary employee may be granted a leave of absence with pay for a period not to exceed five (5) normal work days. Such leave, with pay, shall be considered bereavement leave. In case of death of a grandparent, mother-in-law, father-in-law, or other relative living in the employee household, bereavement leave shall not exceed three (3) normal workdays.

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

38.3 An employee will forfeit his seniority and shall stand discharged if he is self-employed or works for another employer while on bereavement leave.

38.4 Should a death of a member of his immediate family occur while an employee is on a scheduled vacation, he shall be eligible to receive the benefits stated herein, provided he notifies the City prior to the date of the funeral and he attends the funeral.

Section 39.0 - Injury Leave

39.1 In the case of job-incurred illness or injury to a permanent or probationary employee resulting in physical disability to the extent the employee is unable to perform his regular duties or perform selected limited assignments, he shall be placed on injury leave, unless it shall be determined that he is totally and permanently disabled, in which event he shall be retired under the provisions of the Retirement Ordinance and collective bargaining agreement applicable to Duty - Non-Duty Disability Retirement.

39.2 Time spent on injury leave while in receipt of Workers' Compensation shall be considered for all purposes as continuing service. Any time during injury leave, an employee may be required to submit to a physical examination by a City Physician.

39.3 Injury leave pay will be at the employee's regular hourly rate (exclusive of shift or other work premium pay).

39.4 Injury leave pay shall not exceed 37.5 working days at full pay for any one compensable illness or injury, with an additional 222.5 days at 80% of pay. Full pay shall be defined to mean after tax net pay, less mandatory deductions.

39.5 An employee who is self-employed or works for another employer while receiving injury leave pay may be subject to immediate discharge.

39.6 After receiving injury leave pay for 260 working days (one year), the employee's pay shall be governed by the Michigan Workers' Disability Compensation Act.

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

39.8 An employee who becomes ill or sustains any injury and is eligible for injury leave payment under this Section may avail himself of any City approved medical treatment or medical facilities. Provided, that any employee who refuses medical attention or who does not avail himself of therapy will be disallowed injury leave.

Section 40.0 - Emergency Leave

40.1 In the event that a permanent, probationary employee's spouse, relative living in the employee's household, or one or more children becomes ill or incurs an injury of an emergency nature which prevents the employee from reaching his place of employment or would compel the employee to leave his employment in order to take the above-defined relative to either a hospital or doctor's office, the employee, upon furnishing a written statement from the attending physician to the employee's Department Head validating the emergency, shall be paid his regular wage for his time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour but not to exceed three (3) days in any one (1) fiscal year.

Section 41.0 - Insurance

41.1 **Life Insurance:** All employees shall be eligible for Fifty Thousand Dollars ($50,000) group life insurance with the City paying the full premium. This coverage shall be reduced to Four Thousand Dollars ($4,000) upon retirement.

41.2 **Health Insurance:**

(A) HEALTH CARE OPTIONS: All employees may choose from (4) health care insurance plans, with premiums fully paid by the City. These health care alternatives shall include SelectCare HMO (version M19000/10-25 P19005) with $10 office co-pay, $5 drug rider and vision coverage; Health Alliance Plan HMO (version 3L) with $10 office co-pays, $5 drug rider and vision coverage; Blue Care Network HMO with no office co-pays, $3 drug rider and vision rider; and M-Care POS (Point of Service) Plan (version P01611-0000) with $10 office co-pays, $5 drug rider when utilizing option one. Coverage summaries of all plans are attached in the appendix. These health care options shall continue into retirement.

(B) BLUE CROSS/BLUE SHIELD PPO: Employees who were hired prior to November 27, 1995, and who are listed on the attached Letter of Agreement, shall also have the option of selecting the Blue Cross/Blue Shield PPO (or comparable) insurance, as described therein. This option shall be available during the first open enrollment period after completion of two years of service. Coverage shall include the Rx Pharmacy Rider for all employees and future retirees. Employees listed in the Letter of Agreement shall also be eligible to select the Blue Cross retiree coverages listed therein.

Blue Cross/Blue Shield (or similar insurance, which may be secured at the option of the City) shall be provided by the City, to eligible employees, with the Preferred Provider Option (PPO), Blue Cross and Blue Shield Blue Preferred Plan with Plus-15 and Trust-15; MVF-1; Master Medical Option I with the MMC-POV rider; riders D45NM, FC, SD, COB-3, ML and VST; Generic Drugs with $5 Prescription co-pay; Rx Pharmacy; PD-MAC; Organ Transplant Coverage. Further, the City shall pay the entire premium for the above described coverage while the employee is actively employed and for one (1) month following the month in which the employee is laid off.

(C) The above referenced PPO option was proposed with contingency language based on the PPO program continuing with no more than a ten (10) percent reduction in the listing of participating physicians, otherwise the Supervisors' Association has the option to return to traditional coverage; i.e., traditional BC/BS hospital and surgical coverage with Prevent and Mandatory Second Opinion.

(D) Further, the medical coverage includes optional Family Continuation coverage with the employee/subscriber and the City each paying fifty (50) percent of the premium.

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

(F) In the event a member of the bargaining unit incurs a permanent layoff, they shall be eligible for retiree and dependent health insurance as noted below in Section 41.7 provided he or she:

(1) Has a minimum of ten years of City service.
(2) Attains age sixty-two (62).
(3) Is a member of the retirement system.
(4) Does not refuse recall from layoff.
(5) The ten year provision applies only to existing employees as of 8/l/84.

(G) The City will contribute no more to the employee's City-sponsored health insurance than is being contributed at the time of layoff. The employee, in turn, must participate in the group health insurance program and make up the difference between what the City has contributed to his or her health insurance coverage and the full premium.

41.3 **Dental Insurance:** The City shall provide a co-payment dental insurance plan which shall be the Delta Dental Plan of Michigan with full family coverage (or similar insurance thereto which may be secured at the option of the City), Class I Basic Dental Benefits with twenty-five (25) percent employee co-payment, and Class II Prosthodontic Dental Benefits with twenty-five

(25%) percent employee co-payment; there shall be an $800 per person total per contract year on Class I and Class II benefits. Further, there shall be Class III Orthodontic Benefits with a twenty-five (25) percent co-payment and a $1,500 lifetime maximum per eligible person.

41.4 **Optical Insurance:** The City shall provide and pay the full premium for Blue Cross/Blue Shield A-80, HAP, M-Care or SelectCare optical plan for each employee and their family.

41.5 **Duty Non-Duty Disability:** Any permanent or probationary employee who becomes totally disabled as a result of an on the job connected injury, or any permanent employee with a minimum of five (5) years service who becomes totally disabled as a result of a non service connected injury or illness, shall be eligible for a monthly payment of sixty-six and 2/3s (66.6) percent of his base monthly salary in effect at the time of such injury or illness. These monthly payments shall continue until the employee reaches mandatory retirement age. The provisions contained herein shall be limited and governed by the insurance policy.

41.6 **Unemployment Insurance:** The City of Royal Oak will provide unemployment compensation as regulated by appropriate statute of the State of Michigan.

41.7 **Retiree Health Benefits:** The City shall provide and pay the full premium for medical, dental and optical insurance for retirees and their families as follows, provided the retiree has a minimum of 20 years of service; however, an employee with the City as of 8/1/84 may retire with the following benefits as long as he/she has 15 years of seniority.

(a) **Retiree Medical Insurance:** Retiree health care options shall be the same as those described in Section 41.2(A) above. Employees hired before November 27, 1995, shall also have the option of selecting Blue Cross retiree health care (or similar insurance thereto which may be secured at the option of the City provided the benefits are at least identical to the benefits described herein) with BC/BS MVF-1; Master Medical Option I; Prevent and Mandatory Second Opinion; Optical Coverage; Generic Drugs, with a $5.00 Prescription Rider; Rx Pharmacy; and the existing BC/BS Riders.

(b) **Retiree Dental Insurance**: Delta Dental Plan of Michigan (or similar insurance thereto which may be secured at the option of the City) containing Class I Basic Dental Benefits with a 25 percent co-pay, and Class II Prosthodontic Dental Benefits with a 25% percent co-pay. There shall be a $600 per person total per contract year on Class I and Class II Benefits.

(c) Upon becoming eligible for **Medicare** benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored "Complimentary Coverage", to coordinate the benefits and for Medicare to be primary, with the City paying the premium for Part B coverage through reimbursement each month; this reimbursement does not refer to the federal catastrophic program.

(d) The City shall continue a retiree's health insurance benefits for the surviving spouse and eligible dependents at said level upon the demise of the retiree.

Section 42.0 - Tuition Reimbursement

42.1 The Tuition Reimbursement Program, as initiated June 1, 1968, and so specified, shall be modified to increase the maximum per course to $250.

Section 43.0 - Longevity Pay

43.1 (a) For employees hired prior to June 1, 1990. Longevity pay increments shall be awarded as per the following schedule:

2% of base pay after the completion of five (5) years of service

4% of base pay after the completion of ten (10) years of service

6% of base pay after the completion of fifteen (15) years of service

8% of base pay after the completion of twenty (20) years of service

10% of base pay after the completion of twenty-five (25) years of service

43.1 (b) For supervisory employees hired from the outside on or after June 1, 1990, the following longevity pay schedule will be in effect:

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

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

43.3 Longevity pay shall be made by separate check for the full amount and paid between the dates of November l and November 15.

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

43.5 Credit shall not be given for time spent on a leave of absence in computing longevity pay eligibility.

43.6 The cut-off date for qualifying service shall be November 30. For example, in order to be eligible for a first longevity pay increment, which is 2% of base pay for employees hired prior to June 1, 1990 and $250 for employees hired on or after June 1, 1990 after five (5) years of service, the employee must have five years service as of November 30 of the fiscal year in which the payment is to be paid. Anniversary dates falling during the fiscal year will not be recognized for longevity pay until November 30 of that year.

43.7 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he was eligible as of November 30. He shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his employment is terminated. In the event payment has been made to an employee who has failed to meet the requirements specified in this Section, the City shall deduct said amount from final compensation.

43.8 In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he was eligible as of November 30. In addition, he shall receive a partial payment for the time served in the fiscal year in which his retirement or demise falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

43.9 In the event of layoff, the employee shall be entitled to receive that longevity pay for which he was eligible as of November 30. In addition, he shall receive a partial payment for time served in the fiscal year in which his layoff falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

43.10 Employees promoted from Local 270M shall continue to receive the same longevity pay for which they were entitled under the agreement with Local 270M.

Section 44.0 - Sick Leave Pay

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

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

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

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

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

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

44.7 The cut-off date for qualifying accumulated sick leave shall be as of July 1. As an example, in order to be eligible for sick leave payment, an employee must have a minimum of forty-five (45) days of accumulated sick leave as of July 1. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent fiscal year.

44.8 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive payment for which he was eligible as of July 1 of the fiscal year in which his sick leave was earned. He shall not, however, be entitled to a partial sick leave payment for sick leave accumulated and unused in the fiscal year in which his employment is terminated.

44.9 In the event of termination, either through retirement or demise the employee shall be entitled to receive sick leave payment for which he was eligible as of July 1 of the fiscal year in which the sick leave was earned. In addition, he shall receive a partial sick leave payment based on the payment of 50% of the unused sick leave earned in the fiscal year in which his employment is terminated.

44.10 In the event of layoff, the employee shall be entitled to receive payment for which he was eligible as of July 1 of the fiscal year in which his sick leave was earned. In addition, he shall receive a partial sick leave payment based on the payment of 50% of the unused sick leave earned in the fiscal year in which his layoff occurs.

44.11 In the event of retirement, any employee having sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of Fifty (50) days. Such pay shall be at the employee's base rate in effect at the time of his retirement. Employees who use no more than six (6) days during the last year of employment shall receive payment for up to a maximum of fifty-five days.

44.12 In the event of an employee's death, the deceased employee's spouse or children, if no spouse survives, shall be entitled to the same payout program as specified under Section 44.11.

Section 45.0 - Safety and Sanitary Conditions

45.1 The Employer agrees to provide sanitary, safe and healthful facilities and equipment.

45.2 The Employer will provide adequate first aid facilities.

45.3 Employees covered hereby, in the performance of their duties, shall at all times use safety devices and protective equipment which may be furnished to them and will comply with safety, sanitary and fire regulations.

45.4 The prevention of accidents is the responsibility of Division Supervisors, as the great majority of accidents are the result of employees disregarding proper departmental work methods. The control of employee performance is the function of supervision. Supervisors should have a good understanding of the basic thinking that supports the City's accident prevention activities.

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

Section 46.0 - Uniforms

46.1 Each employee of the Association occupying a full-time permanent position shall have the option of receiving uniforms as stated in Section 46.2 or receiving a $150 clothing allowance per year.

46.2 Each employee opting to receive uniforms shall receive items of apparel consisting of:

- Four (4) long-sleeve white shirts, 65% polyester, 35% cotton, full cut, machine washable, permanent press, 4½ ounce weight. (To be provided annually).

- Four (4) pair brown trousers, 65% polyester, 35% cotton, machine washable, permanent press, 7¼ ounce weight. (To be provided annually).

- One (1) work jacket, brown, 65% polyester, 35% cotton, machine washable, quilted lining, permanent press, 8½ ounce weight. (To be provided annually).

- One (1) heavy duty utility jacket. (To be furnished once every three years).

- Rain gear will be provided all employees in the first year of the Agreement.

46.3 Each employee of the Association opting to wear their own clothes shall conform to the following dress code:

(a) Employees are required to report to work in clothes which are neat and clean in appearance.

(b) Employees shall not wear shorts, blue jeans, T-shirts or sleeveless sport shirts, or tennis-type footwear.

46.4 The uniforms as furnished to the employees shall become their property. The uniforms will be furnished after the probationary period has been successfully completed.

46.5 All employees shall maintain and provide themselves with clean uniforms or work clothes (depending on the employee's election) at all times.

46.6 Each employee shall be responsible for the cleaning and maintenance of uniforms furnished.

46.7 Uniforms furnished by the City may only be worn while in the performance of City business.

46.8 Failure on the part of any employee to conform to the rules and regulations as delineated in this section shall be grounds for disciplinary action.

46.9 Where an employee who has elected to receive uniforms from the City terminates his employment with the City, either through retirement or demise, and has not received his uniform issue in the fiscal year for which they were authorized, he shall be eligible for a cash payment in an amount determined by the portion of the fiscal year served in relation to the total fiscal year.

46.10 All members of the bargaining unit shall be required to wear ANSI-approved safety steel-toed shoes while on duty, as needed for compliance with Federal and state safety regulations. The City will reimburse all employees for these shoes in the amount of up to $100 annually.

Section 46A.0 - Alcoholic Beverages

46A.1 Members of the Association are positively forbidden the use of intoxicants at any time while on duty without the permission and knowledge of the Department Head or his appointed subordinate.

46A.2 Members of the Association are forbidden the entry to any establishment where intoxicating drinks are sold or furnished, except when on official City business.

46A.3 Members of the Association are forbidden the use of intoxicants to the extent where they would be unfit for duty or recall in the event their services were required.

46A.4 Department Heads shall not assign to work any member of the Association who reports for assignment in an unfit condition due to the improper use of intoxicating substances.

46A.5 Members of the Association shall not assign to duty within a department or division any subordinate who is in an unfit condition due to the improper use of intoxicants. Disciplinary action will be taken against any Association member who fails to relieve from duty a member of the department or division under his direction who is under the influence of intoxicants or is in an unfit condition and fails to report him at once to the Department Head.

46A.6 All members of the Association shall be covered by the negotiated Substance Abuse Policy, as attached.

Section 47.0 - Pensions

The Pension Agreement in effect between the parties shall remain in full force and effect for the term of this Agreement except as modified by the changes below.

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

47.2 **Deferred Compensation**: All bargaining unit members will be permitted to participate in any "deferred compensation plan" or any plan for which similar name or purpose is made, that is made available to any City employee. They shall be entitled to participate in identical plans.

47.3 Any member retiring after June l, 1989, who qualifies for Health Insurance coverage under Section 41 shall:

(a) Be entitled to Medical Benefits, Dental Benefits and Optical Benefits as contained in Section 41.

(b) Be entitled to $4,000 term Life Insurance.

47.4 Any member who is vested under the provisions of the Retirement Ordinance shall be entitled to the following:

(a) Be entitled to $4,000 paid-up Life Insurance.

(b) The 5 percent reduction for the Option D selection shall be eliminated.

(c) The amount of a normal retirement pension shall be equal to credited service multiplied by a sum of two point five (2.5) percent, for the first 20 years of service and 2.2% for each year of service thereafter.

(d) Maximum pension: The percent applicable to final average salary shall be seventy-five (75) percent with no Social Security offset.

(e) The age and service requirements for normal retirement shall be as follows:

(1) Age sixty (60) years or older and five (5) years or more of credited service; or

(2) Age fifty (50) years and thirty (30) years of credited service.

(3) For this contact period only, (July 1, 2000 to June 30, 2005) employees may also retire at age fifty-five (55) with twenty (20) years of service, and at age fifty (50) with twenty-five (25) years of service.

(f) Final average compensation shall be defined as the best two (2) out of the last ten (10) years.

(g) For years one and two of the contract, up to 6 days of sick leave incentive pay and up to 6 days from the prior sick leave banks shall be included in final average compensation. For years three, four and five of the contract (effective July 1, 2002) the sick leave incentive roll-in shall be increased to 12 days and the roll-in from the prior sick bank shall be eliminated.

(h) Effective upon execution of the contract, the employee's pension contribution shall be 3%.

(i) Members of the bargaining unit as of the date of signing of this Agreement shall be permitted to purchase from six (6) months up to three (3) years of service credit with the City for active-duty military, full time government service rendered prior to employment with the City, or lay-off time from the City. Members of the bargaining unit shall have up to June 30, 2001, to commit for the purchase of said service credit at the current rate and shall have until June 30, 2003 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2003 the employee's spouse shall have the option to complete said payments within thirty (30) days of the death. The total amount purchased via this and previous options cannot exceed three (3) years.

(j) The City may offer a defined contribution plan to all employees on an optional basis.

Section 47A.0 - Temporary Assignment Out of Classification

47A.1 Employees assigned to perform work of the bargaining unit on a temporary basis shall be paid for such work at the opening rate of the pay range for the classification.

Section 48.0 - Separability of Contract

48.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the management and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 49.0 - Waiver of Bargaining During Contract Term

49.1 The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

Section 50.0 - Term of Agreement

50.1 This Agreement shall become effective on July 1, 2000, and shall continue in effect until June 30, 2005 provided further that those sections specifically providing for no reopening until a specified time, shall be considered in effect until said specified time expires.

Section 51.0 - Recognition

51.0 This Association will not recognize any other Group, Association or Union.

Signed this _____ day of _____, 2000

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year first above written.

CITY OF ROYAL OAK

WITNESSES:

_____ By_____
Dennis G. Cowan, Mayor

_____ And_____
Mary Haverty, City Clerk

SUPERVISORS' ASSOCIATION OF

THE CITY OF ROYAL OAK

_____ By_____
Michael C. Tamachaski
Co-Chairperson

_____ And_____
Dan B. Dickinson
Co-Chairperson