

**AGREEMENT ENTERED INTO**

**BETWEEN THE**

**CITY OF ROYAL OAK  
AND**

**LOCAL #2396 -**

**MICHIGAN AFSCME COUNCIL #25**

**JULY 1, 2000 - JUNE 30, 2005**



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## A G R E E M E N T

THIS AGREEMENT, entered into this 28<sup>th</sup> day of June, 2000, between the CITY OF ROYAL OAK, MICHIGAN, (hereinafter the "EMPLOYER"), and LOCAL #2396, MICHIGAN AFSCME COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter the "UNION").

### **1.0 PURPOSE AND INTENT**

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

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

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

### **2.0 COLLECTIVE BARGAINING DEFINED**

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

### **3.0 RIGHT TO ORGANIZE**

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

### **4.0 PROHIBITED PRACTICES**

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

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

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

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

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

## 5.0 RECOGNITION EMPLOYEES COVERED

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

Building Inspector, Electrical Inspector, Plumbing Inspector, Rehabilitation Finance Officer, Librarian I, Librarian II, Librarian III, Mechanical Inspector, Code Enforcement Officer, Housing and Block Grant Aide, Housing Inspector, and all Clerical employees, including Clerk Stenographer I, II, and III, Cashier I and II, Payroll Clerk I and II, Municipal Clerk I, Municipal Clerk II and Municipal Clerk III, Police Records Clerk I, Police Records Clerk II and Police Record Clerk III of the City of Royal Oak; excluding Secretary to the City Manager, Secretary to the City Attorney, Secretary to the Finance Director, Secretary to the Chief of Police and Secretary to the Human Resource Director. The employee filling the Supervisor of Inspection position on July 1, 2000 shall continue to be included in this bargaining unit until retirement. Thereafter, the position, shall no longer be included in the bargaining unit.

5.2 **Temporary Employees:** The Employer agrees that it will not use temporary or seasonal employees in such a manner as to displace Union employees from their jobs. The Union recognizes that the Employer has the right to use temporary or seasonal employees on jobs of a temporary or seasonal nature and that the Employer is under no obligation to combine two or more temporary or seasonal jobs involving disparate functions in order to create a full time job. By definition, a temporary employee shall be any employee working at the rate of twelve hundred (1200) hours in any fiscal year. The City shall provide the Union President with copies of time sheets applicable to temporary employees each pay period. The Employer and Union agree that retired AFSCME employees may apply and may be hired by the City to work part-time up to 1,200 hours per year.

## 6.0 MANAGEMENT RIGHTS

6.1 The City hereby retains and serves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan, and by its City Charter and City Ordinances adopted pursuant thereto, except as abridged, delegated or modified by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

- (a) To manage the City effectively and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the

discontinuance of any services, material or methods of operation;

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

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

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

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

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

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

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

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

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

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

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

## **7.0 UNION SECURITY**

**7.1** The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

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

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

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

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

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

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

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

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

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

## **9.0 REPRESENTATION AT SPECIAL CONFERENCES**

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

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

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

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

## **10.0 GRIEVANCE PROCEDURE - DEFINITIONS**

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

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

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

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

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

Step 1 An employee having a grievance shall first take up the matter with his/her immediate supervisor

or Department Head, with the employee's Union representative present. If the grievance is not settled to the satisfaction of all concerned, the grievance shall be reduced to writing, submitted to the employee's immediate supervisor or Department Head, and the immediate supervisor or Department Head shall furnish the steward with a written answer to the grievance within four (4) days (excluding Saturday, Sunday, and holidays). Any grievance not taken up with the immediate supervisor or Department Head within ten (10) days after the occurrence or knowledge of the incident giving rise to the grievance (excluding Saturday, Sunday, and holidays) shall not be entitled to consideration.

Step 2 If a satisfactory settlement is not reached in Step 1, the Union chief steward or assistant chief steward may, within four (4) days after receipt of the written answer (excluding Saturday, Sunday, and holidays) present the grievance to the employee's Department Head for review. The Department Head shall then furnish a written answer within four (4) days (excluding Saturday, Sunday, and holidays). If the grievance was submitted to the department head in step 1, the grievance shall proceed from step 1 to step 3.

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

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

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

- (a) Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator.
- (b) In the event the parties cannot mutually agree upon an arbitrator within ten (10) working days, the arbitrator shall be selected in accordance with the rules, regulations, and procedures of the American Arbitration Association.
- (c) The decision of the arbitrator shall be final and binding on all parties.
- (d) The arbitrator may not add to, subtract from, change, or amend any of the terms of this Agreement, and shall only concern him/herself with the interpretation and application of the terms of this agreement.
- (e) Expenses for the Arbitration services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own witnesses.

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

**10.7** A Union Steward shall be paid for the time spent during working hours in attendance at grievance meetings with the city representative. The steward will be permitted to leave his/her job upon request, and

with the approval of, his/her supervisor for the purpose of investigating the reported grievance in his/her assigned area. Such steward shall report back promptly to his/her supervisor upon completion of the investigation. If, in the course of such investigation, he/she finds it necessary to go into another department, he/she shall immediately inform the supervisor of such department of his/her presence and state the reason for his/her presence there. The right to receive pay for time lost in investigating and processing grievances shall not be abused. The City shall furnish necessary forms for reporting time spent investigating and processing grievances.

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

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

#### NOTICE OF APPEAL OPTION AND WAIVER FORM

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

(check one)

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

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

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

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

or,

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

Received by: \_\_\_\_\_  
Employee's Name

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

Witnessed by: \_\_\_\_\_

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

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

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

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

## **11.0 SENIORITY - GENERAL**

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

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

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

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

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

**11.6** If an employee is transferred or promoted to a position under the Employer not included in the bargaining unit, the employee's bargaining unit seniority will stop the day the employee accepts the position

out of the bargaining unit. If the employee returns to the unit during the probationary period or by a layoff, the employee shall pick up his/her seniority from the day he/she left the bargaining unit.

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

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

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

## **13.0 LOSS OF SENIORITY**

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

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

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

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

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

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

**13.1.6** Retirement.

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

## **14.0 LAYOFF**

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

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

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

**14.1.3** Permanent employees in the affected job classification(s) shall be laid off next, in order of their job classification seniority; the person with the least job classification seniority being laid off first, and the person with the greatest job classification seniority being laid off last. When an employee is given notice of layoff, due to a reduction in the work force, he/she shall be permitted to exercise his/her citywide seniority rights to bump or replace an employee with less citywide seniority. Such employee may bump any employee in a lower job classification ("pay wise") under the following conditions: (1) Citywide seniority, and (2) Qualifications as spelled out in the classification plan. If the Employer determines that said employee does not have the ability to do said job, or if the employee so elects, said employee shall then be required to "bump" to the next lower classification ("pay wise") pursuant to the rules of this section. And, the individual so first "bumped" shall return to his/her previously held classification. In like manner, and under the same

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

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

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

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

## **15.0 WORK SCHEDULE**

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

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

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

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

## **16.0 OVERTIME**

**16.1** Personnel who are required to work more than a regular tour of duty in any one day shall be paid for such overtime at the rate of one and one-half (1-1/2) times their current basic hourly wage or, at their option, may record such time at time and a half to a comp bank. Total hours banked and used cannot exceed 240 hours per year (160 hours @ time and a half) as provided in the Fair Labor Standards Act. Time taken shall be subject to department head approval. Hours banked but not used by the end of the fourth month following the close of the fiscal year in which earned shall be paid at the employee's regular rate of pay.

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

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

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

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

**16.6** All overtime shall be computed to the nearest one tenth (1/10) hour.

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

## **17.0 MINIMUM CALL BACK TIME**

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

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

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

**17.4** In the event that an employee is held over at the end of a regular tour of duty for more than three (3) hours, and is not released by his/her supervisor to go home for a meal, he/she will be paid five dollars (\$5.00) meal allowance. If the employee is out of town on City business, he/she shall be entitled to a

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

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

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

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

**20.6** Effective upon the date of ratification of this contract the classes of Police Records Clerk I, II and III shall be created and shall apply to those positions previously classified as Municipal Clerk I, II and III in the Police Records Bureau. Transfer rights between these and other Municipal Clerk positions shall continue as in the past.

## **21.0 BULLETIN BOARD**

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

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

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

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

## **23.0 RETURN OF CITY PROPERTY**

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

## **23A.0 UNIFORMS**

**23A.1** Employees in the classification of Inspector shall be provided protective coveralls. The City shall reimburse Inspectors for ANSI approved safety shoes in the amount of up to \$100 biennially, and these shoes shall be worn at all commercial construction sites. If no receipt for reimbursement is submitted during the fiscal year, a \$55 allowance shall be paid in July for the previous fiscal year.

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

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

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

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

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

## **23A.3**

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

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

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

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

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

**23B.1** Necessary training as a result of new technological equipment shall be provided without cost to employee during working hours for all full time employees who may be required to operate such equipment. Employees who did not receive computer training when the new computers were introduced during the 1995/2000 contract shall receive such training. The city shall seek a qualified trainer to provide such training prior to December 31, 2000, if feasible.

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

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

## **23C.0 VEHICLES**

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

## **24.0 ACCIDENTS**

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

## **25.0 ATTENDANCE**

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

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

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

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

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

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

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

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

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

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

## **26.0 RESIGNATIONS**

**26.1** To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation and effective date shall be supplied by the employee to his/her Department Head. He/she shall forward such resignation to the 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 shall be the cause of not paying accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department by the Department Head. Notice of resignation and effective date of resignation shall then be given to the Union by the Human Resource Director. Any employee who resigns or is terminated within the first three years of their employment shall not be paid for accrued or banked vacation or Personal Business time.

## **26A.0 PROMOTIONS**

**26A.1** Promotions for those employees occupying classifications exempt from City Civil Service coverage shall be made on the basis of qualification and seniority in classification. Job vacancies shall be posted for a minimum period of ten (10) working days in a conspicuous location. The promoted employee, shall be granted a four (4) calendar week trial period to confirm:

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

During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee's performance is unsatisfactory in the new position, he/she shall be removed and notice and reasons shall be submitted to the employee in writing. The employee shall not have the right to appeal such removal or grieve on the issue.

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

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

**26A.4** Employees in the bargaining unit occupying positions under the City's Civil Service System shall be subject to the promotion procedure as established under Ordinance No. 314 (Civil Service Ordinance). Positions that remain vacant, subsequent to this provision being fulfilled, shall next be offered to all members of the bargaining unit. If a full eligible list is still not constituted, then the offer shall be extended to the public at large, as per rules & regulations of the Civil Service Board.

**26A.5** Effective July 1, 2000, all vacant professional and technical positions in the AFSCME bargaining unit shall be filled via open competition. This shall include Code Enforcement Officers, Inspectors and entry-level Librarians.

**26A.6** Employees required to work in higher classification(s) shall be paid at the next step rate of the higher classification(s) which shall be greater than the employee's existing rate for the entire day. (Example: A Municipal Clerk I working as a Stenographer III would be paid the opening rate for Stenographer II| a Municipal Clerk III, at maximum rate, would be paid at the second step as a Stenographer III). It is understood that in those classifications designated as I and II, wherein the II level is gained through a non-competitive examination, classifications shall be considered as one with a continuous pay range.

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

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

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

## **27.0 HEALTH EXAMINATIONS AND REQUIREMENTS**

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

## **28.0 CHANGE OF ADDRESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**29.11** Newly hired employees shall be advanced ninety-six (96) hours sick leave upon commencement of employment, and in the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct from any monies owed by the City to the employee, a sufficient sum to reimburse the

City for the sick leave taken and paid for but not earned.

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

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

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

### **30.0 LEAVE OF ABSENCE**

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

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

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

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

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

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

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

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

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

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