AGREEMENT

Entered into Between the

CITY OF ROYAL OAK

and

SERVICE EMPLOYEES' INTERNATIONAL UNION AFL-CIO, LOCAL 517M

Effective Dates:

July 1, 2015 through June 30, 2016

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AGREEMENT

THIS AGREEMENT, entered into this _23rd_ day of April, 2015, between the CITY OF ROYAL OAK, MICHIGAN, hereinafter referred to as the "Employer", and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 517M, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT

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.

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

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

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, sex, age, marital status, number of dependents or political affiliations.

1 RECOGNITION

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 term of this Agreement, the employees included in this bargaining unit shall be as follows; but excluding temporary, seasonal, part-time, clerical and supervisory employees: hourly-rated employees of the Department of Recreation and Public Service, (and all Building Custodians).

2 AID TO OTHER UNIONS

Section 1

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.

3 UNION SECURITY

SECTION 1

To the extent that the Laws of the State of Michigan Permit, it is Agreed that: Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union

revoking the authorization.

Section 2
The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

Section 3
The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 4
If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

Section 5
The employer agrees to deduct the Union membership dues each pay period from the pay of the employees who have requested that such deductions be made.

4 MANAGEMENT RIGHTS

Section 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 right to decide the number and location of facilities, stations, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with 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.

Section 2
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 seniority rules, grievance procedures and other express provisions of this contract as herein specifically set forth.

Section 3
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 thirty (30) days written notice to the Union of its intention to sub-contract any work currently performed by Union members.

Section 4

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 otherwise specifically provided in this agreement.

A. 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.

B. 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.

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

D. The Charter responsibility of the City in determining the functions and organization of the respective departments and divisions.

E. The responsibilities of the department heads governed by 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 lack of funds (d) to determine the methods, means and personnel necessary for departmental or agency operations (e) to control department or agency budget (f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

F. 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 authority of the departments and the City Commission.

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

5 REPRESENTATION

Section 1

The employees in the bargaining unit shall be represented by five (5) stewards, to be selected from employees in the following department(s):

Steward 1 - Highway, Sewer & Parking
Steward 2 - Water Service
Steward 3 - Water Maintenance
Steward 4 - Parks & Forestry and Building Maintenance
Steward 5 - Motor Pool and Communications & Signals

There may be alternates to serve in the absence of stewards. Stewards and alternates shall only represent employees in the respective department(s). There shall also be a chief steward and an assistant chief steward, who shall be chosen in any manner determined by the employees.

Section 2
The Union shall keep an up-to-date list of the aforementioned representatives and shall supply the Employer with a copy of same. 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.

Section 3
Union representatives shall be paid for the time spent during working hours in attendance at grievance meetings with the City representatives in accordance with Article 6 and special conferences in accordance with section 4 below. A steward (or alternate, as the case may be) will be permitted to leave his/her job upon request to, and with the approval of, his/her supervisor for the purpose of investigating the reported grievance in his/her assigned area. Such approval shall not be unreasonably withheld. Such steward shall report back promptly to his/her supervisor upon completion of his/her investigation and 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 grievances shall not be abused. Stewards who attend grievance meetings at the request of the Employer during the times they are not scheduled to work shall be permitted to take an equivalent amount of time off work with pay or receive pay on a straight time basis at the Employer's option.

Section 4
Special conferences for important matters may be arranged between the Local president, the Employer or its designated representatives upon request of either party. Such meetings shall be between one or more representatives of the Employer and at least two, but not more than three, representatives of the Union. The arrangements for such special conferences shall be made in advance, and an agenda of the matters 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.

6 GRIEVANCE PROCEDURE

Section 1
A grievance shall mean a complaint with respect to an alleged violation or misinterpretation of any of the provisions of this Agreement. The parties acknowledge this grievance procedure is meant to resolve complaints. Specified time limits shall exclude days on which the involved parties, as designated in each step of the grievance procedure, are unavailable due to physical absence from work. This shall apply to all time limits of less than 30 days duration. An employee having a grievance or the Union on behalf of an employee or multiple grievants, may present the grievance as follows:

Step 1 - An employee having a grievance shall first take up the matter with his/her immediate supervisor, with or without the employees' steward, 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 steward with a written answer to the grievance within forty-eight (48) hours (excluding Saturday, Sunday and Holidays). Any grievance not taken up with the immediate supervisor within five (5) days after the occurrence of the incident giving rise to the grievance (excluding Saturday, Sunday, holidays and approved vacation time of the aggrieved employee) shall not be entitled to consideration.

Step 2 - If a satisfactory settlement is not reached in Step 1, the Union steward may, within forty-eight (48) hours after receipt of the written answer (excluding Saturday, Sunday and holidays), present the grievance to the employee's departmental 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 steward may submit the matter in writing to the Human Resource Director or Director of Recreation and Public Service within four (4) days after receipt of the departmental superintendent's answer (excluding Saturday, Sunday and holidays). The Human Resource Director or Director of Recreation and Public Services shall, upon receipt of the grievance, schedule a meeting with the grievant and a union official at a mutually acceptable time. That meeting shall be conducted within four (4) working days unless otherwise agreed, and shall be followed by a written record of disposition. In addition, copies of all matters of discipline and discharge materials shall be forwarded directly to the Human Resource Director.

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 four (4) days 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 written disposition of the same within ten (10) days (excluding Saturday, Sunday and holidays).

The Union shall have thirty (30) days to make an election of one exclusive remedy to appeal any disciplinary action taken by the City by proceeding either in accordance with the Civil Service Ordinance or the following Grievance Arbitration Appeal Procedure, but not both.

Step 5 - In the event the grievance is not settled in step 4, the Union, through its Secretary shall have thirty (30) 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 thirty (30) days after receipt of disposition in 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 disputed 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.

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

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.

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

Section 2
Any grievance not appealed from a decision in one of the steps in the above procedure, to the next step within the time limits prescribed, shall be considered dropped. If the Employer shall fail to answer a grievance within the time limits prescribed, the grievance shall be considered to have been granted. In the event an employer representative is unavailable to receive a grievance, the Union may leave the grievance or an appeal, in a sealed envelope, with that representative's secretary, who will date stamp it.

Section 3
All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association. The arbitrator shall hear evidence in the case submitted. The decision of the arbitrator upon any question permitted by this Agreement shall be final and binding upon both parties.

Section 4
Grievances protesting disciplinary action shall be subject to arbitration in the same manner as other grievances but shall not be subject to appeal to both the Civil Service Board and arbitration. 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 Departmental Steward or in his/her absence the Chief Steward, Assistant Chief Steward, Financial Secretary, Recording Secretary, Vice-President, or President on duty, and in that order, 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 Union representative. The Employer agrees to give written notice of any disciplinary action taken to both the Union and the employee against whom such disciplinary action is taken.

Section 5
Any meeting's time, date, and location shall be subject to mutual agreement between the parties. This will not waive any time requirement present in earlier parts of this article. Waivers of contractually prescribed time limits may be made by mutual agreement.

Section 6
Both parties recognize settlement of disputes is best served when the relevant issues are openly discussed. It is the intent of the parties that this should occur prior to the arbitration step.

7 DISCIPLINARY PROCEDURE

Section 1
An employee will be put on notice within ten (10) working days of an incident of any potential pending disciplinary action. This ten (10) day period shall run from when the Employer knew or reasonably should have known of the incident. The Employer shall also have an automatic ten (10) working day extension provided a written notice is provided to the Union of this extension. An employee who is summoned before a supervisor and/or superintendent for disciplinary action shall immediately be told the purpose of the meeting. The supervisor shall then inform the employee that they are entitled to have their steward present. The supervisor shall then ask the employee if they want their steward present. If the employee indicates they want their steward present there shall be no further discussion until the steward is present.

Section 2
Any discussions concerning disciplinary matters shall be conducted in private. Upon serving a written disciplinary notice, the City shall inform the employee of the offense and the facts upon which it is supported.

8 STRIKES AND LOCKOUTS

Section 1
It is understood that the services performed by City employees are essential to the public health, safety and welfare of the community. The Union, therefore, agrees that during the term of the Agreement, the union will not engage in a strike, work stoppage, slowdown 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 Union will cooperate with the Employer in notifying its members to cease and desist from such conduct.

9 SENIORITY

Section 1

A. Upon completion of the probationary period of one (1) year, a permanent full-time employee shall have seniority as of his/her date of hire. A new hire probationary employee found to be unsatisfactory by the Employer shall not have access to the grievance procedure.

B. An employee shall lose his/her seniority standing upon voluntary resignation or disciplinary separation from the City service which is not reversed by the impartial arbitrator or a court of competent jurisdiction provided that if such disciplinary separation is reversed by the impartial arbitrator or court of competent jurisdiction, such employee's seniority shall be maintained from the original date of hire. In case of rehiring a former employee, previous service shall not be recognized effective June 1, 1980.

C. Seniority lists will be furnished by the City to the Union and posted in each Department on July 1 of each year during which this Agreement is in effect. The seniority lists shall show the names, job titles and the seniority date of all employees of the Union entitled to seniority.

D. Employees shall continue to accumulate seniority while laid off. However, seniority accrued by a member of the bargaining unit while on layoff shall not apply to recall provisions as cited in this Agreement.

E. The Selective Service Act as presently existing or as amended from time to time shall govern re-employment rights of veterans.

Section 2
An employee shall lose his/her seniority for the following reasons:

A. He/she resigns or terminates his/her City employment.

B. He/she is discharged and the discharge is not reversed by the impartial arbitrator or a court of competent jurisdiction.

C. He/she is absent three (3) consecutive working days without notifying the Employer.

D. He/she does not return to work within two (2) weeks when recalled from lay-off 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 above.

F. He/she has been laid off for a period of twenty-four (24) consecutive months or his/her length of service with the City, up to sixty (60) months, whichever is greater.

10 WORK DAY AND WORK WEEK

Section 1
The workday shall consist of eight (8) hours in a calendar day, with no more than an additional sixty (60) minutes off for lunch without pay.

Section 2
The determination of the starting time and work schedules shall be made by the Employer.

Section 3
For the purpose of this Agreement, the workweek shall begin at midnight Saturday.

Section 4
The basic work week shall consist of forty (40) hours in five (5) consecutive eight (8) hour days, Monday through Friday.

Section 5
During declared emergencies, so promulgated by the Director of Recreation and Public Service or his or her designee, where the Public Service departments and divisions are placed on twelve (12) hour shifts, the Monday to Friday work schedule shall be the first eight (8) hours are regular hours and the remaining four (4) hours are overtime. If an emergency is declared, employees required to work will be notified as soon as possible.

11 OVERTIME

Section 1
Employees who are required to work more than eight (8) hours in any one day shall be paid per hour for such overtime at the rate of one and one-half (1½) times their current hourly base wage. Provided that double time will be paid for overtime beyond eight (8) hours in a given shift, meaning

that, in the event an employee is required to work nine (9) or more hours of overtime in the same tour of duty, the double time payment is to commence with the ninth (9th) hour of overtime.

Section 1A
An employee may, at his or her option, record overtime at time and a half, or double time as otherwise provided in this contract, in a comp-time bank in lieu of payment. The maximum number of hours banked and used cannot exceed one hundred (100) hours per fiscal year. Time taken shall be subject to management 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. This banked time may be used in eight (8) hour blocks for unpaid holidays effective September 12, 2011.

Section 2
Employees required to work on Saturdays shall be paid per hour at the rate of one and one-half (1½) times their current hourly base wage for the first eight (8) hours and two (2) times their current hourly wage rate for the ninth (9th) 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 (40) 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/her 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.

Section 3
Employees required to work on Sunday shall be paid per hour at a rate of two (2) times the current hourly base wage.

Section 4
Employees who are required to work on the designated holidays as contained in this 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.

Section 5
Overtime will be computed to the nearest one-tenth ($1/10^{th}$) hour.

Section 6
In emergency situations, provisions may be made for compulsory overtime work with disciplinary action for those who refuse. In the event the Department is placed on continuous twelve (12) hour shifts (two (2) twelve (12) hour shifts per day), because of an emergency, the first eight (8) hours of the shift shall be considered regular hours, with overtime commencing after eight (8) hours. No employee shall be required to work more than eight (8) consecutive hours of overtime without being given an eight (8) hour rest. Abuses by management shall be subject to the grievance procedure.

Section 7
Overtime shall be distributed as equally as possible among employees within each job classification in each department, division and/or subdivision so that at the termination of each fiscal year all employees within a given job classification in each department, division and/or subdivision will have been given the opportunity to work approximately the same amount of

overtime. Overtime lists shall be maintained by the supervisor and posted daily, showing those next up for call-in.

For the purposes of this section, departments shall mean Recreation and Public Service. Subdivisions shall be construed to mean the following branches of the Public Works Division: Highway, Sewer Maintenance, Signals and Communications, Water Maintenance, Water Service, Parking System, Motor Pool, Parks and Forestry, and Building Maintenance.

Should an employee refuse overtime without legitimate reason, he/she shall be charged with the number of hours of overtime actually worked by the employee who does accept the overtime assignment, provided that he/she shall not be so charged if he/she declines scheduled weekend overtime of which he/she has been given less than forty-eight (48) hours notice. An employee on authorized leave shall not be charged with overtime. Employees on call who cannot be reached two consecutive times, will be charged with the number of hours actually worked by the employee who does accept the overtime assignment. The divisions will be responsible for current overtime lists, showing overtime worked to date. Procedure for calling shall be subject to work rules.

Section 8

A. An employee called back to work overtime outside of his or her regular scheduled work period shall be paid for a minimum of three (3) hours in accordance with the overtime provisions of this Agreement.

B. In the event that such callback does not require the full three (3) hours of work, the employee may be assigned to other work within the job classification for the balance of the three-hour pay period in lieu of being sent home.

C. If the callback overtime work assignment and the employees regular duty period overlap, the employee shall be paid for such overtime in accordance with the overtime provisions of this Agreement until his/her regular duty period begins, after which the employee shall be paid at the rate of his/her current basic hourly wage.

D. In the event that an employee is held over at the end of his/her regular tour of duty for more than two hours and is not released to go home for a meal, he/she will be paid a $4.50 meal allowance rather than being released for his/her meal period.

E. In case any department has a work day or work shift changed to an hour earlier anytime in the year, corresponding changes shall be made in other time considerations stated in this Agreement for meal times.

F. Members of the bargaining unit who set telephone answering machines to receive potential call-in for overtime situations and, therefore, do not acknowledge such call-in, shall be charged for the hours the same as a refusal. The supervisor calling the employee shall identify himself/herself by giving both his/her name and the time of the call.

G. The employer shall not unreasonably require any employee to work overtime. Personnel shall not refuse to work overtime if the result of such refusal would result in the inability of the Department of Public Service to properly discharge its responsibility to the public and carry out its function in an adequate manner. If the employee has good and sufficient reason for refusing overtime, and another employee is available to work such overtime and

capable of doing so, the employer should not insist on the first mentioned employee working said overtime.

H. In the event that the employee is called back to duty, and by reason thereof is on duty at a regular mealtime (regular mealtimes being for the purposes of this Agreement at 7:00 AM, 12:00 Noon or 6:00 PM), he/she will be paid $4.50 meal allowance if his/her supervisor does not release him/her to go home for a meal.

Section 9

A. If an employee is assigned to, and actually working in, a given set of duties during his or her regular shift, and the employer has a need to have those same duties performed on an overtime basis, the employee shall not be denied such overtime opportunities due to disability, but shall be afforded those overtime opportunities on the same basis as would have been afforded if not disabled.

However, an employee shall not be afforded overtime opportunities if he or she is unwilling or unable to perform the same set of duties on his or her regular shift. Furthermore, an employee with a short-term or temporary illness or injury shall not be assigned to the same set of duties on overtime as performed on his or her regular shift, if, in the opinion of a qualified physician, the performance of those same duties for an extended period of time would slow the healing process of the employee or put the employee at risk of additional injury.

Employees covered by the Americans with Disabilities Act as a result of long term or permanent disability shall be reviewed on a case by case basis for the purpose of assignment to overtime to insure that their ADA rights are not violated.

B. Upon returning from job incurred injury or illness leave, an employee's overtime total fiscal year hours shall be adjusted to show the average classification overtime increase, within the division or subdivision, that occurred during the period of injury leave.

Section 10

In the event of scheduled overtime, said overtime will be offered by seniority to members of 517M qualified to operate the equipment before being offered to seasonal employees.

12 SHIFT DIFFERENTIAL

This paragraph has been deleted.

13 REST PERIODS

All employees working an eight (8) hour duty shift shall be entitled to two (2) rest periods per shift, excluding the lunch period. These periods will be taken within one-half (½) hour of the mid-point of the four (4) hour period of work unless they are taken when traveling between job sites, in which case they will be started or finished within one-half (½) hour of the mid-point of the four hour period of work. (The elimination of "whenever possible" from the language of the previous Agreement shall not mean that a rest period may be eliminated if it cannot be scheduled according to the norms stated above). The length of the rest periods shall be fifteen (15) minutes per period.

Employees shall take rest periods at the job sites according to the norms stated above, or unless the supervisor gives permission, which shall not be unreasonably denied, to take a rest period away from the job site due to conditions at the job site.

14 WASH UP TIME

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 or she shall be allowed to shower on the work premises within his/her scheduled work time.

15 BULLETIN BOARD

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 elections, results, newsletters, Executive Board findings, notice of educational functions and social functions in connection with the local Union. Any other notices the Union desires to post must be approved by the Employer prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

16 ATTENDANCE

Section 1

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

Section 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 (1/10) of an hour for each six (6) minutes or fraction thereof of each day or portion of a day. Continued abuse of this section may be the cause of disciplinary action.

Section 3

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

Section 4

Arrangements for time off must be made twenty-four (24) hours in advance. If for some legitimate reason, an employee is unable to report at an established time set by the Employer for their particular shift, the supervisor on duty shall be notified prior to the established starting time, unless physically impossible. Repeated failure to do so may result in disciplinary action up to and including discharge.

Section 5

Employees are required to notify their department head promptly of any change of address or telephone number. The Employer shall be entitled to rely at all times on the last address and telephone number of which the employee has notified it.

Section 6

Any employee who is unable to work because of accident, medical problem or job incurred injury must notify their department prior to the start of their particular shift each day of absence unless (a)

hospitalized (b) given specific permission by the immediate supervisor (c) physically impossible or (d) the employee submits a written statement from a physician stating the duration of expected absence from work.

Section 7

Employees are required to immediately notify the Employer of any change in marital status or other dependent status which has an effect on 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.

17 OTHER EMPLOYMENT

Section 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/her 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 2

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

Section 3

An employee injured on any other gainful employment outside of City employment, shall not be eligible for duty disability for absence arising out of such injury, nor shall he or she be eligible for sick leave if he or she is eligible for insurance or workers compensation or other form of disability benefit from such other employment.

18 RETURN OF CITY PROPERTY

Any employee leaving the service of the City, whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he or 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.

19 ACCIDENTS

Section 1

All duty related personal injuries and illnesses shall be reported to the employee's supervisor or superintendent as soon as possible. The employee must take such first aid treatment as may be recommended. Such duty related injuries and illnesses shall, in turn, be reported to the Human Resource Department for preparation of the necessary Workers' Disability Compensation forms.

Section 2

Job related injuries and illnesses requiring emergency treatment beyond administration of first aid or requiring emergency hospitalization shall be treated at the appropriate facility as agreed upon.

20 TIME CLOCKS

Department heads may require the use of time clocks. When time clocks are in use, employees shall punch the time clocks when reporting for work, taking lunch periods, commencing work after lunch periods, and time to go home at the end of their shifts, and when reporting for call back duty. Supervisors shall have the right to approve time cards which have not been punched due to oversight.

21 RESIGNATIONS

To resign in good standing, an employee must give the appointing authority at least two (2) calendar week's 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/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 may be the cause for denying payment of accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department by the Department Head. Any employee who resigns or is terminated within the first three years of his or her employment shall not be paid for accrued or banked vacation or Personal Business time.

22 HEALTH EXAMINATIONS AND REQUIREMENTS

Section 1

Each employee covered by this Agreement must maintain physical fitness commensurate with the duties and requirements of the position he/she occupies. Should there be reasonable cause to believe that an employee has not maintained adequate physical fitness, the City may require medical examination(s) at City expense and appropriate follow-up care at the employee's expense.

Section 2

Testing for drugs and or alcohol shall continue to be conducted under the authority of Department of Transportation regulations. The Human Resource Director shall directly notify Superintendents of names randomly drawn for drug and alcohol tests. Random draws shall be monthly. St. John's Health System – Oakland, shall be used for random drug and alcohol tests.

23 JURY DUTY

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 or her to be in attendance as required and will be paid the difference between straight time pay and the fee received for acting as a juror or witness.

24 SICK LEAVE

Section 1

Any permanent employee hired before July 1, 2006 shall accrue sick leave at the rate of eight (8) hours for each month of service. Any permanent or probationary employee hired on or after July 1, 2006 shall accrue sick leave at the rate of six (6) hours for each month of service. There shall

be no maximum accumulation. Any employee represented by Local 517M who was hired before July 1, 2006 and who does not have any sick leave credits may draw an advance of twelve (12) sick leave days per year, at the discretion of the Department Head. Any employee represented by Local 517M who was hired on or after July 1, 2006 and who does not have any sick leave credits may draw an advance of nine (9) sick leave days per year, at the discretion of the Department Head. In the event that the employment is terminated and an employee owes sick leave time to the City, the City shall deduct from any monies owing from the City to the employee, a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

A. Sick leave will be paid at the employees regular hourly rate (exclusive of shift or other work premium pay).

B. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability. A certificate from a physician may be required as evidence of illness before compensation for a period of illness is allowed.

C. Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants, or willful misconduct provided, however, absence required to undergo a formal alcoholism and/or controlled substance treatment program shall qualify for such leave.

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

E. An employee who works for another employee or is gainfully self-employed at work which is inconsistent with his/her alleged inability to perform his/her regular City employment while on sick leave shall be subject to disciplinary action.

F. An employee who becomes ill and unable to report for work must notify any supervisor at least fifteen (15) minutes prior to starting time, if possible, and each day thereafter, or the absence may not be charged to sick leave. If the department is not open fifteen (15) minutes prior to starting time, the report of sickness must be made at the normal starting time.

G. The minimum time charged to an employee for sick leave shall be for four (4) hours. However, Members of the Bargaining Unit shall only be charged the actual time spent traveling to and the amount of time necessary to receive treatment, from the MI Life Wellness clinic.

H. 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 or she returns to work, subject to his/her ability to return to work and approval of the Department Head. An employee may give his/her personal business time or vacation time to another employee who has exhausted his/her accumulated time due to illness or injury. Arrangements for donating time to another employee must be approved through the Human Resource Department.

I. Eligible unit employees will be accorded family and medical leave in accordance with the provisions of the Family Medical Leave Act of 1993, as amended. Employees will be required to use sick, vacation and compensatory banks in that order during an FMLA leave. In no event, however, will an Employee be required to reduce their vacation banks to less than forty (40) hours. FMLA supersedes Article 24 Section 1 H and I and Article 37 Section 5 of the 2005-2010 expired SEIU CBA.

Section 2

The Sick Leave Control Program set forth in this section shall be applicable to all full time permanent or probationary employees.

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

B. Employees who have the prescribed minimum of accumulated sick leave shall be paid one hundred (100%) percent of unused sick leave in excess of six 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.

C. 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.

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

E. If an employee so elects in writing to the City Manager, he/she may waive payment for sick leave and have the days for which payment would normally be given added to his/her sick leave accumulation. The cut-off date for qualifying accumulated sick leave shall be as of June 30. As an example, in order to be eligible for sick leave payment, an employee must have a minimum of forty-five (45) days of accumulated sick leave as of June 30. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent fiscal year.

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

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

H. In the event of layoff, the employee shall be entitled to receive payment for which he/she was eligible as of June 30 of the fiscal year in which his or her sick leave was earned. In addition, he/she shall receive a partial sick leave payment of fifty (50%) percent of the unused sick leave earned in the fiscal year in which his or her layoff occurs.

I. 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 320 hours. Employees who use no more than six (6) days during their last twelve (12) months of employment shall receive payment for up to a maximum of three hundred sixty (360) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement. The employer agrees to review, on an individual basis, cases where an excess of six (6) days are used due to circumstances such as surgery and/or serious illness, and may, in such cases, waive the requirement and authorize payment.

J. In the event of an employee's death as a result of a job-incurred injury, the deceased employee's spouse, or children if no spouse survives, shall be entitled to receive up to a maximum of 320 hours payment of said deceased employee's sick leave accumulation. This may increase to a maximum of 360 hours in accordance with the provision of Section 2(I) above.

25 INJURY LEAVE

Section 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/her regular duties or perform selected limited assignments, he/she shall be placed on injury leave, in which event he/she shall be retired under provisions of the Retirement Ordinance and Labor Contract applicable to Disability Retirement.

Section 2

Time spent on injury leave shall be considered for all purposes as continuing service. Anytime during injury leave an employee may be required to submit to a physical examination by a City Physician.

Section 3

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

Section 4

Injury leave pay shall not exceed 280 working hours at full pay (Workers' Compensation plus City supplement) for any one (1) compensable illness or injury, with an additional 1800 hours at 80% of pay. Full pay shall be defined to mean after tax net pay, less mandatory deductions. This Section shall not affect any employee on Injury Leave prior to ratification of this agreement.

Section 5

An employee who is self employed at work which is inconsistent with his/her claimed disability or works for another employer while receiving injury leave pay may be subject to immediate discharge.

Section 6

After receiving injury leave pay for 2080 hours, the employee's pay shall be governed by the Michigan Worker's Compensation Act.

Section 7
Once an employee is on injury leave for any one compensable illness or injury, he or she shall no longer continue to accrue sick leave after the first 60 days, until he/she returns to work.

Section 8
An employee who suffers a job-incurred injury or illness 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.

26 BEREAVEMENT LEAVE

Section 1
In the case of death in the immediate family (family defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents or other relative living in the employee's household), a permanent or probationary employee may be granted a leave of absence with pay for a period not to exceed three (3) normal work days. Such leave, with pay, shall be considered bereavement leave. Employees will be granted two additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister.

Section 2
Bereavement leave will be paid at the employee's regular hourly rate (inclusive of shift or other work premium pay).

Section 3
An employee will forfeit his/her seniority and shall stand discharged if he or she is self-employed or works for another employer while on bereavement leave.

Section 4
Should a death of a member of his or her immediate family occur while an employee is on a scheduled vacation, he or she shall be eligible to receive the benefits stated herein, provided he or she notifies the City prior to the date of the funeral and attends the funeral.

27 HOLIDAYS

Section 1
Employees shall receive the following nine (9) to fifteen (15) holidays:

1. New Years 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 for employees hired before July 1,2006. For employees hired on or after July 1, 2006 this will be reduced to two (2) personal leave days per year which will first be received after one full year of service.

Section 2
When a Holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. When a Holiday falls on a Sunday, the following Monday shall be observed as the Holiday.

Section 3
Holidays will be paid at the employee's base hourly rate.

Section 4
In order to qualify for Personal Business Days, an employee must have successfully completed his/her initial probationary period. Then he/she shall be eligible for Personal Business in proportion to that part of the fiscal year remaining.

Section 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.

Section 6
The days granted for Personal Business may be taken any time during the fiscal year, subject to the approval of the department head, which shall not be unreasonably withheld. They cannot, however, be taken in periods of less than one (1) hour. Personal Business Days may be taken in conjunction with vacation at the sole discretion of the department head.

Section 7
If an employee is called to work on a pre-scheduled Personal Business Day, he/she shall be compensated for the time in keeping with the provisions for holiday overtime as contained in this contract.

Section 8
A holiday or holidays falling during a period while the employee is on paid leave, exclusive of vacation, shall be considered as having been taken.

Section 9
In the event of either retirement or resignation in good standing, other than discharge, an employee shall be paid any hours remaining in his/her Personal Business Days bank. The hours shall be paid at the regular hourly rate in effect at the date of retirement or resignation. Employees who leave employment before completion of three (3) years of service shall not be entitled to such pay.

28 STANDBY PAY

Any employee who is selected by a duly authorized superior to be available for emergency work assignments on a weekend or holiday will receive a minimum of two (2) hours of standby pay to be paid at the following rates:

A. Saturdays - paid at the regular rate of one and one-half (1½) times the regular hourly wage rate.

B. Sundays and Holidays - paid at the rate of two (2) times the regular hourly wage rate.

C. To be eligible for standby pay, an employee must reside within 20 miles of his/her work station.

29 EMERGENCY LEAVE

In the event that a permanent or 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 or in the event of any other type of emergency to the employee's household, which prevents the employee reaching his/her place of employment, upon furnishing a written statement from the attending physician or other evidence satisfactory to the employee's department head validating the emergency, shall be paid his/her regular wage for his/her time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1), but not exceeding twenty-four (24) hours in any one (1) fiscal year.

30 UNION BUSINESS LEAVE

Section 1

Any employee who is elected to any office and is given a full time assignment with the International Union shall be granted a leave of absence for the term of such office or assignment not to exceed four (4) years. The period of such leave of absence shall not be considered a break in the record of continuous service. Time spent on International Union business shall not, however, be recognized for longevity pay purposes. Such leaves of absence shall be in written form approved by both the Union and the City.

Section 2

A maximum of five (5) cumulative days of paid release time shall be provided annually to designated employee bargaining unit representatives for the purposes of attending conventions, training meetings and/or other activities deemed necessary or useful to the Union's collective bargaining and administrative duties.

Requests for release shall be made, in writing, by the union's president through the chain of command to the Human Resource Director, a minimum of two (2) weeks in advance of the release and shall include the names of representatives to be released, the purpose of their release and the duration of the release. The Human Resource Director shall respond to the request within one calendar week of receipt.

31 VACATION LEAVE

Section 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.

Section 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/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year. In addition, no employee shall be given vacation that is a fractional part of a day. If the vacation accrued is .5 of a day or greater, the employee shall be given a whole day. If the vacation accrued is less than .5 of a day, no part of the day shall be given.

Section 3
For employees hired before July 1, 2006, any permanent employee with five (5) full years of service but less than ten (10), shall be allowed annual leave of fifteen (15) working days, or three (3) calendar weeks. He/she shall be eligible for such leave the day after the completion of the fifth year of service.

Section 4
For employees hired before July 1, 2006, any permanent 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/she shall be eligible for such leave the day after the completion of the tenth year of service.

Section 5

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

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

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

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

Section 6
For employees hired before July 1, 2006, any permanent employee with twenty (20) or more years of service shall be allowed an annual leave of twenty-five (25) work days, or five (5) calendar weeks. He/she shall be eligible for such leave the day after the completion of the twentieth year of service.

Section 7
For employees hired on or after July 1, 2006, any permanent employee with six (6) full years of service but less than fifteen (15) shall be allowed annual leave of fifteen (15) working days or three (3) calendar weeks. He/she shall be eligible for such leave the day after the completion of the sixth (6th) year of service.

Section 8
For employees hired on or after July 1, 2006, any permanent or probationary employee with fifteen (15) full years of service shall be allowed annual leave of twenty (20) working days or four (4) calendar weeks. He/she shall be eligible for such leave the day after completion of the fifteenth (15th) year of service.

Section 9
All vacations must be taken within the fiscal year following the fiscal year of accrual and cannot be extended into the succeeding fiscal year. Employees shall forfeit all rights to vacation time not taken as per the aforesaid rule.

Section 10

In the event of termination for reasons other than discharge, an employee shall be entitled to pay for accrued vacation, provided he/she has given a minimum termination notice of ten (10) work days, of two (2) calendar weeks, in writing to his/her department head. However, employees who leave employment prior to completion of three (3) years of service will not be entitled to payment for unused vacation time at termination.

Section 11
No part time employee is eligible for vacation.

Section 12
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 within each division or subdivision or department to select available vacation periods up to two (2) weeks of their available vacations.

Section 13
Vacation preference slips will be issued to employees not later than May 1. Each employee shall submit his/her vacation preference within three (3) weeks after May 1, and any employee who fails to submit his/her vacation preference within said three (3) weeks shall forfeit his/her right to vacation until all employees who have submitted their preferences have been allotted vacations. All finalized vacation schedules shall be posted. After selections are approved, they shall be final, except for emergencies.

Section 14
If a holiday occurs during an employee's vacation, the employee shall be entitled to an extra day's vacation at the regular straight time rate. Should the employee decide to add the extra day to his/her vacation because the holiday falls during the period of vacation, the employee shall so state to the department head in the request.

Section 15
If an employee dies, his/her next of kin will be paid the regular straight time pay for all vacation he/she would have otherwise received.

Section 16
Vacation pay will be paid at the employee's regular hourly rate (inclusive of shift or other work premium pay).

Section 17
If the employee so elects, a maximum of ten (10) vacation days per fiscal year may be taken in periods of not less than one (1) full work day and ten (10) 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.

Section 18
Employees approved for Family and Medical Leave may apply paid vacation time toward such leave.

32 MILITARY LEAVE

Any permanent employee entering active service under the Universal Military Training and Service Act, as amended, or who shall enlist in the military service for one enrollment, 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.

33 LONGEVITY PAY

Section 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) or more years of service.

B. For employees hired after July 1, 1990 but before July 1, 2006, 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) year service:	750
After completion of twenty (20) years service:	1,000
After completion of twenty-five (25) years service:	1,250

C. Longevity will be eliminated for employees hired on or after July 1, 2006.

Section 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.

Section 3

Longevity pay shall be made for the full amount and paid between the dates of November 1 to November 15.

Section 4

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

Section 5

Credit shall be given for time spent on a leave of absence in computing longevity pay eligibility.

Section 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.

Section 7
In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of November 30. He/she shall not be entitled to partial longevity payment for service accrued in the fiscal year in which his/her employment is terminated. In the event payment has been made to an employee who failed to meet the requirements specified in this Article, the City shall deduct said amount from final compensation.

Section 8
In the event of termination, (either through retirement or demise) the employee shall be entitled to receive that longevity pay for which he/she was eligible as of November 30. In addition, he/she shall receive a partial payment for the time served in the fiscal year in which his/her 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.

Section 9
In the event of layoff the employee shall be entitled to receive that longevity pay for which he/she was eligible as of November 30. In addition, he/she shall receive a partial payment for time served in the fiscal year in which the lay off falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

34 PAY PLAN

Section 1
The general across the board wage schedule for the two year term of this Agreement shall be as follows:

~~Effective July 1, 2013 0% - increase~~
~~Effective July 1, 2014 1.5% - increase~~

Effective July 1, 2015 2.5% - increase

A copy of the salary plan shall be attached as part of this contract. Employees hired prior to May 6, 1996 shall be paid in accordance with the salary schedule, including semi-annual salary increments as shown therein. Employees hired on or after May 6, 1996 shall be paid in accordance with the salary schedule, including annual increments as shown therein.

Section 2
The term "entry level classifications" as used shall be construed to mean Truck Driver, Water Maintenanceworker, Parks Maintenanceworker, and Sewer Maintenanceworker. In order to qualify for Maintenanceworker II, an employee must be either a Maintenanceworker or a Maintenanceworker I in the respective division.

Members of the bargaining unit occupying positions designated at "entry level" are eligible for promotion, if qualified, as per the Classification Plan of the City of Royal Oak, to promotions to other entry level classifications. It is agreed, however, that they are eligible only for the lesser of the established pay ranges. It is further agreed that all occupants of entry level classifications as designated herein are eligible, if qualified as per the Classification Plan of the City of Royal Oak, for promotions to positions in the bargaining unit for which dual pay ranges have not been prescribed. Additionally, it is agreed that all members of the bargaining unit occupying entry level positions at the lesser pay range cannot gain through examination a lower classification yet be accorded the higher pay range for that classification.

Section 3
Classification structure:

A. ENTRY LEVEL POSITIONS:

Truck Driver
Water Maintenanceworker
Sewer Maintenanceworker
Parks Maintenanceworker

B. SECOND LEVEL POSITIONS:

Truck Driver I

C. PROMOTIONAL POSITIONS:

Water Maintenanceworker II
Sewer Maintenanceworker II
Parks Maintenanceworker II
Water Customer Serviceworker
Water Serviceworker
Parking Meter Technician
Garage Serviceworker
Public Service Facility Custodian
Painting Machine Operator
Stock Clerk
Equipment Operator I
Equipment Operator II
Sign Technician
Equipment Repairworker
Automotive Mechanic
Communication Maintenance Technician
Building Maintenance Repairworker I
Building Maintenance Repairworker II
Electrician

Section 4

A. Pay day for all employees shall be every other Friday and shall cover a two (2) week period ending at 12:00 Midnight Saturday preceding such pay day.

B. Employees who have questions regarding their checks shall refer such questions to their respective department heads who will answer them, if possible, or will refer them to the Human Resource Department or Finance Department for answering. Employees shall not make contact with the Finance or Human Resource Department directly.

Section 5
Deferred Compensation:
Members of the bargaining unit will be allowed to participate in the City's Deferred Compensation Program.

Section 6
Retroactive pay and other cash-related fringe benefits shall be paid separately from payroll.

Section 7
There shall be Mandatory direct deposit. Should the City eliminate pay stubs, prior notice will be provided to the Union. The parties agree that they will sit down and discuss this issue. The City agrees that at least one method of verifying direct deposit will be provided to members of the bargaining unit. Any reference in this agreement to a check or any payment is subject to this provision.

35 CLASSIFICATION PLAN

Section 1
Employees shall be classified in accordance with the Position Classification Plan of the Civil Service Board, as altered to conform to this agreement.

Section 2
No changes in current bargaining unit job descriptions shall be made without mutual written consent of the City and Union unless required by Federal or State law.

36 PROMOTIONS

Section 1
The preparation and administration of promotional examinations shall be by the Civil Service Board under the applicable Civil Service Rules to the extent they are not modified by this agreement. It is further agreed that all materials and questions be job related.

Section 2
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. Employees shall be given the full six (6) months to prove their ability within the classification. A probationary employee shall be entitled to written performance evaluations every sixty (60) days.

Section 3
Promotional opportunities to positions represented by Local 517M SEIU shall first be made available only to members of that bargaining unit. In those situations where a complete eligibility list cannot be created as specified under the Rules and Regulations of the Civil Service Board, of

the City of Royal Oak, the City may solicit applications from individuals outside the Local 517M bargaining unit. The term "promotion" shall be construed to mean an advancement to a classification higher than Truck Driver.

37 LEAVE WITHOUT PAY

Section 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.

Section 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.

Section 3

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

Section 4

An employee on leave without pay in excess of thirty (30) days in any fiscal year shall not accrue vacation, sick leave, retirement credit, service toward 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 illness or a duty-related injury shall accrue seniority, service towards longevity step increased, pay advancement and vacation improvement based on seniority.

Section 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. Paid leave includes sick, vacation, compensatory and personal business banks. Employees shall be placed on leave without pay after all banks are exhausted, subject to his/her ability to return to work and approval of the Department Head.

Section 6

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

Section 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.

Section 8

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

Section 9

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

38 OUT OF CLASSIFICATION, TEMPORARY ASSIGNMENTS

Section 1

Employees covered by this contract who are temporarily assigned to work in higher paying classifications will be paid for such work at the same rate of pay as would be received if promoted to that classification. Seniority shall prevail in making such assignment to the extent that senior employees within the same division are qualified to perform the work required in the higher paying classification. The employer shall make the decision concerning qualification and any such decision shall be subject to review under the grievance procedure.

Section 2

Whenever the Employer deems it necessary to temporarily assign an employee to perform work, by reason of the fact that it is not presently being performed by other employees, the Employer shall first assign employees of the same classification to perform the function. If there are no other employees in the same classification to perform said work, then the Employer will choose employees in the next higher classification (pay wise) to perform the function.

Section 3

On making temporary job assignments to lower classifications outside an employee's regularly assigned division, the Employer shall make such assignment at his/her discretion; but if the employee is temporarily assigned to a lower classification and holds a classification in which there is more than one employee performing a similar function, the Employer shall choose for the assignment to the lower classification, the employee with the least seniority.

Section 4

Crew Definition - For purposes of this Agreement, a crew shall be defined and construed to be a work unit comprised of two (2) or more employees, one of whom shall serve as crew leader.

Section 5

Seasonal employees will be allowed to drive any truck less than 15,000 G.V.W. when operated without towed equipment except hydraulic sprayers or the tree watering trailer. Seasonal employees also will be allowed to operate riding mower equipment up to and including utility tractors. Front-end loaders up to Ford Model 445A may also be operated by seasonal employees.

39 INSURANCE

Section 1

Life Insurance:

All employees shall be eligible for Fifty Thousand Dollars ($50,000.00) group life insurance with the City paying the full premium. This coverage shall be reduced to $4,000.00 upon retirement. Employees may purchase optional coverage at their own expense for spouse and dependent children if available from the Carrier.

Section 2

Medical Insurance:

A.

i. Health Insurance for existing employees who are not in an HMO will be Community Blue Option II or equivalent with a $10.00 generic drug card and a $20.00 brand drug card including a vision rider. Effective July 1, 2007 and thereafter, the City may put into effect a formulary drug card with a $10.00 generic/$20.00 and $30.00 brand drug co-payment.

ii. For employees in an HMO, the drug card above will apply. Prior to January 1, 2012, there will be two designated HMOs by the City. Those are HAP (two plans) and BCN. Individuals who are in an HMO and were hired prior to July 1, 2006, may elect during an annual open enrollment period to have Community Blue II at no cost to the member.

iii. Mandatory mail-in for maintenance drugs MOPD 2.

iv. The City is authorized to utilize self insurance, wrap plans and/or consolidate carriers as long as equivalent benefits are provided.

v. Effective January 1, 2012, Healthcare – Community Blue – 3 / $30 OV /$30 Chiro / $250 ER / $10/$40/$80 Rx open formulary. All HMO options will be eliminated.

vi. Effective December 1, 2010, employees will pay 10% of the premium per month for their healthcare choices. The payment initially will be based on the June 2010 rates. The payment will be adjusted at open enrollment in Spring of each year thereafter. A member may select to have this deduction made on a pre-tax basis.

vii. Healthcare premium costs for employees hired on or after July 1, 2011 shall include an employee share of 20%.

viii. Effective July 1, 2013, employees will receive Community Blue Option 3 PPO or equivalent with a Blue Preferred Rx triple tier prescription drug plan with co-pays of: $10/$40/$80 for prescription drugs, a $30 office visit, $30 chiropractic visit, $250 emergency room visit (waived if admitted or for an accidental injury). The prescription drug plan is an open formulary that includes a Mandatory Step Therapy program. Employees have the option of either using a 90-day in-network retail pharmacy or the MOPD (mail order prescription drug) program at a cost of 2 times the co-pay. Employees shall contribute through payroll deduction twenty (20%) of the cost of healthcare premiums. The City will pay the cost of the remaining premium. The payment will be deducted evenly from the first two (2) pays of every month. Premiums will be adjusted at open enrollment in the Spring of each year. Employees may elect to have this deduction made pre-tax. This health care option shall continue into retirement. See the summary of benefits for Community Blue 3 as Appendix A of this agreement.

Premium Sharing does not continue into retirement.

This language does not change the present medical or prescription coverage.

ix. Should the City provide different healthcare coverage in a negotiated agreement with any other City Union, except an Act 312 arbitration award, the Union may request to sit down and discuss that issue with the City to determine whether the level of coverage and percentage of payments by employees provides better coverage.

X. The Parties to the Agreement agree to comply with the all provisions of the Patient Protection and Affordable Care Act (Public: Law 111-148 of the 111th Congress, 42 USC. 18001). The City or the Union may re-open the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues only. All provisions of the Collective Bargaining Agreement will comply with the law.

B. Duplicate Health Care Benefits:
The City shall pay the employee thirty (30%) percent of the scheduled premium annually (up to a maximum of $2,400 annually). For employees eligible for Blue Cross, this shall be computed as thirty percent (30%) of the scheduled Blue Cross premium. For other employees, this shall be computed as thirty percent (30%) of the average scheduled premiums for the four HMO/POS alternatives.

C In the event a member of the bargaining unit incurs a permanent layoff, they shall be eligible for retiree and dependent medical insurance, as provided in Section 7 of this article provided he or she meet the eligibility requirements set forth in that provision.

D 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.

Section 3
Dental Insurance:
The City shall pay the full premium to provide the existing Delta Dental Plan of Michigan (or similar insurance thereto which may be secured at the option of the City) containing full family coverage, Class I and Class II Basic Dental Benefits with 25 percent employee co-pay, and Class III Prosthodontic Dental Benefits with 50 percent employee co-pay. There shall be an $800 per person total per contract year on Class I, II and III benefits. Further, there shall be Class IV Orthodontic Benefits with a twenty-five percent (25%) co-pay and a $1,500 lifetime maximum per eligible person.

Increase dental to $1,200 for active employees effective June 1, 2013.

Section 4
Optical Coverage:
The City shall provide Blue Cross/Blue Shield A80 optical insurance for each eligible employee and their family who selects BC/BS health insurance or the original Blue Care Network plan (BCN Plan 1). Those employees who select Blue Care Network Plan 2 (formerly M-Care) will have VSP vision for exams only. Employees who elect coverage under either of the Health Alliance Plan (HAP) options will have the optical insurance provided by HAP.

Section 5

An employee on leave of absence in excess of thirty (30) days may continue his/her health, dental, life and optical insurance at his/her own expense under the group program. Payment must be made each month in advance with the understanding that there is no reimbursement. However, the City will make such payments when so required by the Family and Medical Leave Act.

Section 6
An employee who has a change of marital status shall advise the City of that change within 30 days. Failure to do so will result in the employee being held responsible for any cost incurred because of his/her failure to do so.

Section 7
Retiree Medical Insurance:

A. For employees who retire on or after October 1, 2007, and were hired prior to July 1, 2006, the following will apply:

i. To be eligible for retiree healthcare insurance, an individual must be age 55 with at least 20 years of service or age 50 with at least 25 years of service with the City. Any years of service purchased by the member for pension purposes under the contract will count toward eligibility under this provision. Any years of service purchased by the member under the Retirement Ordinance at the actuarial rate will not count towards eligibility under this provision.

ii. The City will pay for the retiree, spouse and eligible dependants at the time of retirement only for employees hired before July 1, 2006. The City shall continue said medical insurance for the surviving spouse and his or her eligible dependents at said level upon the demise of the retiree.

iii. For periods before January 1, 2012, the offered plan at retirement will be Community Blue II or its equivalent with a formulary drug card with a $10.00 generic/$20.00 and $30.00 brand co-payment., and vision coverage. The City may offer other options.

iv. For employees who retire on or after January 1, 2012, the following will be provided:

The Health insurance <u>and drug card</u> in retirement will be the plan provided to active employees or its equivalent, except as noted below. The City may afford retirees available equivalent options at its discretion.

v. Healthcare in retirement will mirror the healthcare provided to active employees, <u>for</u> prescription coverage. Should <u>prescription</u> benefits coverage provided to active employees cease for any reason, the insurance last covering the retiree will remain in effect.

vi. There will be no premium sharing in retirement.

vii. The healthcare in retirement provisions will only apply to individuals hired before July 1, 2006.

viii. The parties also agree that should the City provide different healthcare coverage than noted above in (iv) and (v) in a negotiated agreement with any other City Union, except an Act 312 arbitration award, the Union may request to sit down and discuss that issue with the City to determine whether the level of coverage and percentage payments by employees provides better coverage. The Union may consider that option rather than the one provided under this contract.

ix. Employees who are covered by the Healthcare Letter of Agreement of April 26, 1996 and who are eligible for retiree healthcare shall have the additional choice of Blue Cross or similar Retiree Health Insurance.

B. **ESTABLISH AN EMPLOYEE HEALTH RETIREMENT SAVINGS ACCOUNT FOR INDIVIDUALS HIRED BY THE CITY ON OR AFTER JULY 1, 2006**

All insurance benefits at retirement will be eliminated for new hires.

A Health Retirement Savings Account will be established for new hires. A Health Retirement Savings Account is a program that allows employers to contribute monies on a tax free basis to accounts established by employees. It is designed to replace all retiree insurances for employees newly hired on or after July 1, 2006.

These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service.

The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.

The City at its sole discretion can determine which plan will be provided and the same plan will be provided to all non-union employees.

After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.

Vesting will be ten (10) years under this plan.

The City will contribute $40.00 per month for each eligible member.

Section 8
Retiree Dental Insurance:
For employees hired prior to July 1, 2006, the City shall provide Delta Dental Plan of Michigan (or similar insurance thereto which may be secured at the option of the City) containing Class I and II Basic Dental Benefits with 25 percent retiree co-pay, and Class III Prosthodontic Dental Benefits with 50 percent retiree co-pay. There shall be a $600 per person total per contract year on Class I II and III benefits.

Section 9

For eligible employees, the City shall continue a retiree's insurance for the surviving spouse and the retiree's eligible family members at said level upon the demise of the retiree.

Section 10

For eligible employees, upon becoming eligible for Medicare benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored BC/BS "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.

39A DISABILITY - DUTY/NON-DUTY

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 ten 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 six-tenths (66.6) percent of his/her base monthly salary in effect at the time of such illness or injury. These monthly payments shall continue until the employee reaches age Sixty (60). The provisions contained herein shall be limited and governed by the Insurance Policy.

40 TUITION REIMBURSEMENT

Tuition Reimbursement Program, as initiated June 1, 1968, shall be modified to increase reimbursement per course to 50 percent not to exceed $200 per course. The existing Tuition Reimbursement Program language covering text books, qualifications and limitations shall continue. The Tuition Reimbursement Program shall also cover job related training classes to the same extent as currently applicable to college courses.

41 SAFETY AND SANITARY CONDITIONS

Section 1

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

Section 2

The Employer will provide adequate first aid facilities.

Section 3

Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them, and comply with all safety, sanitary and fire rules, designated smoking areas, safety glasses areas, and posted and departmental safety regulations.

Section 4

Safety equipment and tools assigned to each employee shall become their responsibility. Items lost or damaged through gross negligence or willful misuse of equipment shall be replaced by the employee.

Section 5

The City and Union will impanel a committee of no more than two (2) members each to draft a safety policy for DPW operations. The committee shall concentrate on "process" issues such as how to report equipment in need of repair, who to report it to, and what to do with the equipment in the interim. The parties shall devise the necessary tracking forms and, in general, seek to create a reporting and accountability system which will assist with the efficient repair of damaged or unsafe equipment.

The committee will begin its work within thirty (30) days of the ratification of this agreement, and seek to complete its work within 120 days of ratification. Nothing herein shall limit the Union's right to address health and safety issues which may arise before, during or after the committee has completed its work.

42 UNIFORMS

Section 1

All employees will receive an annual voucher of $280 for uniform allowance.

All employees hired after the effective date of this contract shall be equipped in the first year at the City's expense in lieu of the first year's allowance, in accordance with the outline below. The annual voucher will be used thereafter to replace required items as needed. Additional items that are required as a result of promotion or transfer shall be provided by the City. However, double dipping shall be avoided.

Section 2

A. General Hourly-Rated Employees:

Four (4) long-sleeve mint green shirts, full cut, machine washable, permanent press, 4 ½ oz. wt.

Four (4) pair spruce green trousers, machine washable, permanent press, 7 ¼ oz wt.

One (1) work jacket, spruce green, machine washable, quilted lining, permanent press, 8 ½ oz. wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

Quality rain gear.

B. Sewer and Parks and Recreation Employees:

Three (3) long-sleeve mint green shirts, full cut, machine washable, permanent press, 4 ½ oz. wt.

Three (3) pair spruce green trousers, machine washable, permanent press, 7½ oz wt.

One (1) spruce green work jacket, machine washable, quilted lining, permanent press, 8 ½ oz. wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

One (1) pair Carhartt bib coveralls.

One (1) pair of hip waders for each man in the Sewer Division

C. Water Maintenance Employees:

Three (3) long-sleeve mint green shirts, full cut, machine washable, permanent press, 4 ½ oz. wt.

Three (3) pair spruce green trousers, machine washable, permanent press, 7 ½ oz wt

One (1) spruce green work jacket, machine washable, quilted lining, permanent press, 8 ½ oz. wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

One (1) pair Carhartt bib coveralls.

One (1) pair of four or five buckle boots.

D. Automotive Mechanics and Garage Servicemen:

Five (5) light blue, long-sleeve shirts, full-cut, machine washable, permanent press, 4½ oz. wt.

Five (5) navy blue trousers, machine washable, permanent press, 7 ½ oz. wt.

One (1) navy blue work jacket, machine washable, quilted lining, permanent press, 8 ½ oz. wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

E. Water Serviceworker:

Four (4) long sleeve shirts, machine washable, permanent press, 7 ½ oz. wt.

Four (4) trousers, machine washable, permanent press, 7 ½ oz. wt.

One (1) brown work jacket, machine washable, quilted lining, permanent press, 7 ½ oz. wt.

One (1) fur collared jacket.

F. Highway Division Employees:

Three (3) long-sleeve mint green shirts, full cut, machine washable, permanent press, 4 ½ oz. wt.

Three (3) pair spruce green trousers, machine washable, permanent press, 7 ½ oz. wt.

One (1) spruce green work jacket, machine washable, quilted lining, permanent press, 8 ½ oz. wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

One (1) summer-weight coverall.

G. Stock Clerk:

Four (4) light blue, long-sleeve shirts, full-cut, machine washable, permanent press, 4 ½ oz.wt.

Four (4) navy blue trousers, machine washable, permanent press, 7 ½ oz wt.

One (1) navy blue work jacket, machine washable, quilted lining, permanent press, 8 ½ oz.wt.

One (1) Carhartt blanket-lined, fingertip length jacket with hood.

H. Parking Meter Technicians:

Four (4) long sleeve shirts, machine washable, permanent press, 4 ½ oz. wt.

Four (4) trousers, machine washable, permanent press, 7 ½ oz. wt.

One (1) brown work jacket, machine washable, permanent press, 8 ½ oz. wt.

One (1) fur collared jacket.

I. Communications & Signals Division:

The Uniform allotment shall be the same as General Hourly-Rated Employees.

Section 2

Uniforms will be furnished to new hires at the time of hire, and shall become the property of the employee after successful completion of the probationary period.

Section 3

All employees occupying permanent, full-time positions shall be in uniform whenever in the performance of City work.

Section 4
All employees shall maintain and provide themselves with clean uniforms at all times.

Section 5
Each employee shall be responsible for the cleaning and maintenance of uniforms furnished.

Section 6
In the case of an employee's having an allergic reaction to the City provided uniforms, the City shall make alternative arrangements.

Section 7
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.

Section 8
In a situation where an employee terminates employment with the City, either through retirement or demise, and has not used the uniform voucher in the fiscal year for which authorized, he/she shall be eligible for cash payment. If the voucher has been partially used, the unused portion will be returned to the City.

Section 9
All members of the bargaining unit shall be required to wear ANSI-approved safety shoes while on duty. The City will reimburse all employees for these shoes in the amount of up to $120 annually. This reimbursement shall be in addition to the annual uniform voucher.

43 LAY-OFFS

Section 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 lay off employees. The following procedure shall be followed in any such case:

A. Temporary employees in the affected job classification shall be laid off first.

B. Employee's in the affected job classification shall be laid off next, in order of their Local 517M seniority, the person with the least seniority being laid off first, and the person with the greatest seniority being laid off last.

Provided that any employee who is laid off or who occupies an abolished position and who has longer City seniority than another employee within the bargaining unit who has an equal or lesser classification (pay-wise), shall be entitled to the position in the equal or lesser classification held by such other employee who has less total City seniority. All employees bumping to an equal or lesser classification (pay-wise) shall be on probation for a period of six (6) months, with written evaluations every sixty (60) days. If the employer determines at the end of such probationary period that the employee does not have the ability to do said job, that decision shall not be subject to the grievance process. In like manner, and under the same conditions, any employee displaced

from his/her position by an employee having greater total City seniority may displace any other employee represented by the bargaining unit with lesser total seniority. In the event that an employee later loses a position to which he/she was promoted, because of layoffs or cut backs, he/she will be entitled to bump to a lower classification, but without fear that this move will place him/her on the lower tier paywise for an entry level position. Employees promoted will be given the full six months to prove their ability within the classification.

Employees shall not bump laterally to any of the following Classifications:

Water Serviceworker
Water Maintenanceworker II
Sewer Maintenanceworker II
Parks Maintenanceworker II
Automotive Mechanic
Building Maintenanceworker I
Building Maintenanceworker II
Communications Maintenance Technician
Electrician
Garage Serviceworker
Equipment Operator II
Stock Clerk
Building Custodian II
Painting Machine Operator
Public Service Facility Custodian
Equipment Repairworker
Sign Technician

Section 2
In the event of multiple lay-offs or position abolishment 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 make an immediate selection. Any employee exercising such privileges shall be credited in his/her new job classification with the seniority in the 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 lay-off or position abolishment, he/she shall retain the right to occupy such job classification in case it later should become available, and shall also retain seniority in such job classification. If such employee is recalled to the job classification from which he/she was released, either through lay-off 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.

Section 3
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.

Section 4
A. It is hereby agreed and understood that, except as set forth in (B) below, any "bumping" which may occur shall be confined entirely to within the bargaining unit, and there shall be no "bumping" allowed from outside the bargaining unit to positions within the bargaining unit or from positions within the bargaining unit to positions outside the bargaining unit.

B. Any employee who has previously held seniority in the bargaining unit covered by this Agreement and who has been transferred or promoted outside of the unit may, at time of lay-off or position, bump to truck driver, which is the lowest existing classification, assuming the availability of that position.

Section 5
In the event that any employee is removed from City employment as a result of lay-off or position abolishment, his/her name shall be placed upon the re-employment list, and he/she shall be eligible for future re-employment. The name of such person shall remain on the re-employment list for twenty-four (24) consecutive months or his/her length of service with the City up to sixty (60) months, whichever is greater.

Section 6
The Employer will give the Union at least fourteen (14) days notice in writing of any proposed lay-off.

Section 7
Should any conflicts exist between Ordinance No. 314 (Civil Service Ordinance) and this Article of the Collective Bargaining Agreement, the Language of the Collective Bargaining Agreement shall prevail.

Section 8
The Employer shall provide unemployment compensation in accordance with the applicable statutes of the State of Michigan.

Section 9
When the working force is increased after a lay off, employees will be recalled on the basis of their seniority within the classification. Notice of recall shall be sent to the employee at his/her 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/she shall be considered to have quit.

Section 10
Union officials (executive board members, stewards and alternate stewards) shall have super-seniority for purposes of lay-off.

Section 11
The City agrees that pursuant to the terms of Article 48, a No Layoff Clause shall be in place for any employee in the bargaining unit as of July 1, 2006. Individuals hired on or after July 1, 2006 will not be covered by this provision.

Section 12
The City agrees that pursuant to the terms of Article 48, there will be no less than 53 full time employees in the bargaining unit. The parties recognize that when an individual retires or terminates for any reason, there may be a delay in filling that position but reasonable steps will be taken by the City to fill the position once the individual has left the employment of the City consistent with the City's Civil Service Regulations.

44 PENSIONS

Section 1

The Pension Agreement in effect between the parties shall remain in full-force and effect for the term of this Agreement except as otherwise noted below.

Section 2

Annuity Withdrawal. Employees of the bargaining unit, upon retirement, may withdraw accumulated contributions standing to the members credit in the Reserve For Employee Contributions. Upon the election and payment of accrued contributions, the retiring employee's monthly pension will be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent will be determined on the basis of the interest rate established by Pension Benefit Guarantee Corporation for immediate annuities. The effective date for determining the rate is the first day of the fiscal year in which the annuity is withdrawn.

Section 3

(1) Any member retiring after June 1, 1989, who qualifies for Health Insurance coverage as stated in Article 39 shall:

A. Be entitled to the Medical Benefits as contained in Article 39, Section 7.

B. Be entitled to Dental Insurance as contained in Article 39, Section 8.

C. Be entitled to the Optical Insurance coverage as contained in Retiree Medical Insurance.

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

A. $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 2.5 percent per year for the first 20 years of employment, and 2.2% per year thereafter except as noted below. The employee's contribution to the pension system will be 3% - 5% except as noted below.

D. There will be an additional 4% employee contribution to the Pension Plan by all SEIU Members beginning the pay period which includes January 1, 2011.

E. Effective July 1, 2011, prospectively, the multiplier for the first 10 years of service will be 2.25%, for years 10 – 20, 2.5%. For all years of service after 20 years, the multiplier will be 2.2%.

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

G. Final average compensation is one-twenty-fourth of the greatest aggregate amount of base salary and longevity paid a member for twenty-four consecutive months of credited service contained within the last one hundred and twenty months of credited service. Sick leave incentive pay shall also be included in FAC. For years one and two of this contract, up to an

additional 48 hours shall be rolled into FAC from the employee's sick leave bank. For years three, four and five of the contact (effective July 1, 2002) the sick leave incentive roll-in shall be increased from 48 to 96 hours maximum (last two years, not divided by 2) and the 48 hours from the sick leave bank shall be eliminated.

Section 4
Eliminate all contractual and ordinance ability to purchase service credit for pensions.

Section 5
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) Employees may retire at age fifty-five (55) with twenty (20) years of service, at age fifty (50) with twenty-five (25) years of service, and at any age with thirty (30) years of service.

Section 6
The provision above regarding insurance benefits at retirement and pension shall not apply to employees hired on or after July 1, 2006. The Health Insurance benefits are set forth in Article 39. The following pension benefits will apply to these individuals:

A Defined Contribution Plan will be established for all new hires as of July 1, 2006, which will be through MERS, ICMA, or another carrier at the City's sole discretion. The contribution rate will be 7% for the Employer and 5% for the Employees.
Vesting will be seven (7) years under this plan.

Section 7
A defined contribution plan may also be offered to all employees as on option to the current pension plan for employees hired prior to July 1, 2006.

45 MISCELLANEOUS PROVISIONS

Section 1
Supervisors may perform bargaining unit work but may not displace bargaining unit members. This work may only be performed by the supervisors during regular working hours, not on overtime except where noted below:

A. Where an emergency situation occurs.

B. For instructional purposes.

C. Where it is impossible to contact a member of the bargaining unit due to specific circumstances.

D. Where working supervisors have been identified and agreed to, such as Auto Parking and Communications & Signals.

Section 2
The leaves provided for in the Agreement may be temporarily suspended during any period of emergency declared by the City.

Section 3

The City shall provide each automotive mechanic who has completed his/her probationary period a tool allowance of $400.00 per year.

Section 3A
The City shall reimburse each employee for the extra cost of required endorsements on his/her driver's license above and beyond the cost of the standard license.

Section 4
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 provisions herein contained is so rendered invalid, upon written request by either party hereto, the management and the Union shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provision.

Section 5
The City will not interfere with an employee's right to express their personal political view; provided, that such activity is not engaged in during working hours.

Section 6
The City hereby agrees to honor contribution deduction authorization from its employees who are Union members in the following form:

> "I hereby authorize the City to deduct from my pay the sum of $.50 from each of my regular paychecks and to forward that amount to the SEIU COPE PCC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COP PCC are not conditions of membership in the Union or of employment with the City and that the SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections."

The contributions specified herein shall be remitted to the Union along with the Union dues collected by the City pursuant to the provisions of Article 3. The provisions of 1E of Article 3 shall equally apply to the contribution specified herein.

46 WAIVER OF BARGAINING DURING CONTRACT TERM

Section 1
The City and the Union, for the life of this Agreement, 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 that they negotiated or signed the Agreement.

47 PERFORMANCE RATING

Section 1
Employees shall be entitled to annual ratings, which shall have the following effect:

A. A permanent full time employee who receives an unsatisfactory rating will be placed on review status and be given a bi-monthly evaluation until such time as his/her evaluation is satisfactory.
B. An employee dissatisfied with his/her rating may appeal such rating in writing, stating the basis for the appeal, to the Director of the Public Service. The Director may respond to the appeal in writing or may conduct an interview with the employee.

Section 2
Performance Evaluations Subcommittee: The parties recognize the need for performance evaluations which accurately measure employee skill levels and the relationship of those skills to required job attributes. To this end, the parties agree to form a subcommittee for the expressed purpose of reviewing and improving the existing performance evaluation system.

The committee shall consist of up to two representatives each from management and labor, and they shall meet as mutually agreeable. It is the mutual expectation that both parties shall share relevant information and participate in an interest based, collaborative approach in their effort to improve the existing system.

Upon completion and agreement, the product of this effort shall be reduced to writing and made public.

48 EXECUTION OF AGREEMENT

Section 1
This agreement shall become effective on the date of its execution and shall be in effect until June 30, 2016, provided, further, that those sections specifically providing for no opening until a specified time, shall be considered in effect until said specified time expires.

Negotiations will begin no later than January 15, 2016 on a new contract.

Section 2
All necessary statutory language required by Public Act 9 of 2011 will be incorporated into this agreement. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215(7)-(9)). The parties did not mutually agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. The Union reserves the right to assert, where appropriate, that this clause is not enforceable. Should Public Act 9 of 2011 be repealed, amended, modified or judicially limited in any way, this provision will be treated consistent with such act.

CITY OF ROYAL OAK

WITNESSES:

_____ By _____
James B. Ellison, Mayor

_____ And _____
Melanie Halas, City Clerk

SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, LOCAL 517M

WITNESSES:

_____ By _____
President Steve Sprankle

_____ And _____
Vice President John Lang