

THIS AGREEMENT, entered into this _____ day of _____, 2004, between the CITY OF ROYAL OAK, Royal Oak, Michigan (hereinafter the "EMPLOYER") and the ROYAL OAK TEAMSTERS LOCAL 214, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter the "UNION").

1.0 PURPOSE AND INTENT

By this Agreement both parties intend:

1.1 **Mutual Interest.** To promote their mutual interest, namely, the operation of the City in a manner that will further the economic well-being of the employees covered by this Agreement, and of the City;

1.2 **Harmony.** To promote harmonious working relationships between and among the member employees, the City, and the Union;

1.3 **Wages and Hours.** To define rates of pay, wages, hours of employment and other terms and conditions of employment that may be reasonably anticipated, to preserve and to continue uninterrupted such employee benefits that were accrued and/or vested at the onset of this Agreement and which are to be covered by this Agreement; and

1.4 **Unforeseen Situations.** To establish general principles, not in conflict with this Agreement that are to govern in those situations which subsequently arise but that it is not reasonable to attempt to anticipate now by specific Articles and Provisions in this Agreement. This Section does not apply to the City's recognized and reserved right to exercise its management prerogative(s), so long as such exercise does not conflict with the terms of this Agreement.

2.0 UNION RECOGNITION AND REPRESENTATION

2.1 Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, as well as all other applicable federal and state laws and decisions of the courts interpreting them, the Employer does hereby recognize Teamsters Local 214 as the exclusive representative of all full time and part time attorneys and clerical/technical employees employed by the City of Royal Oak in the Law Department excluding the City Attorney for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other terms and conditions of employment.

2.2 **Bargaining Committee.** The Bargaining Committee shall consist of no more than two (2) employees of the bargaining unit, along with one (1) representative from Teamsters Local 214, who may or may not be a member of the bargaining unit. Should circumstances require, the bargaining committee may be temporarily extended by including actuaries, attorneys, or experts, though only one such person may participate and extend the committee at a time. The Union may make substitutions if necessary.

2.3 **Stewards.** The name of the Steward and Alternate Steward will be given to the Employer and kept up to date by the Union. The Union will be limited to naming one (1) Steward and one (1) Alternate Steward. The Steward shall represent all employees covered by this agreement. The Union shall keep the City's Human Resources Department advised of the name of the Steward in writing. If the Steward is unavailable he or she shall have the right to designate an

alternate Steward to act on behalf of the Steward on such matters as are defined by the Steward. Employees shall have the right to meet with or to request the services of their Steward as is necessary for the investigation and adjustment of grievances provided it does not substantially interfere with the employee's work responsibilities and the Steward's work responsibilities.

2.4 Negotiations. The City authorizes the Steward and his or her designated Alternate Steward to attend negotiation sessions that occur during their regular work hours without loss of pay.

2.5 Steward Seniority. Notwithstanding his or her position on the seniority list, the Union Steward shall in the event of layoff continue to work on the condition that there is work available and that he or she has the ability to perform in the area of representation available when layoffs occur.

2.6 Paid Time. All Stewards or Alternate Stewards when acting in their capacity as Stewards shall be permitted reasonable time to investigate, present and process grievances without loss of time or pay. All Stewards are granted two (2) hours of time per month without loss of time or pay to attend to regular Union matters or business.

3.0 GENERAL PROVISIONS

2.0 Definitions. For purposes of this Agreement, the following definitions shall pertain:

"Aggrieved person" shall mean the person or persons making the complaint, either individually or through the Union.

"The Employer" shall mean the City of Royal Oak, including those management employees who supervise members of the bargaining unit.

"Employees" shall mean the employees of the Employer who are also members of Teamsters Local 214, and who have been certified by applicable state authority, pursuant to election, as subject to this Agreement.

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

"Plan" will mean the medical insurance and/or medical reimbursement plan then in effect for all active employees who are members of the bargaining unit, covered by this Agreement.

"Retired employees" will mean those employees who were employed as members of the bargaining unit on the day immediately preceding their normal or deferred retirement date.

"Deferred Retirees" are former employees who are vested in the retirement system, have left the employment of the City, but cannot immediately collect benefits because they do not yet meet the age requirements to be eligible for normal retirement. Deferred retirees do not receive employee or retiree benefits during the period of deferral.

“The Union” shall mean Teamsters Local 214 and, if applicable, its employees, agents assigns, members and the International Brotherhood of Teamsters.

“Agreement” means this collective bargaining agreement entered into effective July 1, 2003.

Unless the content demands otherwise, the use of the male “he” or “his” shall also mean the female “she” or “hers.”

3.2 Management Rights. The Union recognizes, acknowledges, and accepts the right of the Employer to operate and manage the Employer’s affairs, in all respects, as the Employer sees fit in accordance with the City Charter and all applicable ordinances, save for those areas officially abridged, delegated, or modified by this Agreement. This includes, but is not limited to, the Employer’s exclusive right to establish, and enforce the conduct of employees while at work pursuant to the City Charter and ordinances and any applicable rules of conduct for members of the State Bar of Michigan. The employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions and lay off employees, subject to Section 6A.6 and 6A.7 of this contract.

3.3 Work Rules. The Union recognizes, acknowledges, and accepts the right of the Employer to formulate, implement, and enforce such reasonable work rules and regulations, not in conflict with this Agreement, as the Employer deems necessary for maintaining order, safety, efficiency and effectiveness in the operation of the Employer’s functions. The Union reserves the right to question the reasonableness of the enforcement of these rules and regulations through the Grievance Procedure as set forth in Article 6.0.

3.4 Discipline and Discharge. The City Attorney reserves the right to release employees for any reason during the initial six month probationary period after hire, and to discipline and/or discharge for just cause thereafter, subject to the employee grievance procedure.

3.5 Actions Based on Union Membership. Neither the Employer nor any of its agents will exercise discrimination, interference, restraint, or coercion against any members of the Union on account of such membership.

3.6 Anti-Discrimination. It is the continuing policy and recognized obligation of the City and the Union that the provisions of this Agreement shall be applied fairly and in accordance with those federal, state and city employment laws relating to equal employment opportunity. Each party agrees to promptly advise the other of equal employment opportunity problems of which they are aware. The City and the Union will jointly seek solutions to such problems through the procedures and programs provided in this Agreement. Furthermore, the City and the Union will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Union agree to cooperate in providing equal opportunity in employment for all persons and to prohibit discrimination in accordance with state, federal and city law. The City and the Union agree, however, that if a satisfactory resolution of a discrimination charge is not reached using internal procedures other than arbitration, the affected employee(s) will be responsible to pursue such charges through procedures established under federal, state or local law.

3.7 Special Conferences. The Employer and the Union agree to meet and confer on matters of interest or dispute upon the written request of either party so long as such request is delivered to an officer of the bargaining unit or the City. Health and safety issues shall be

included as matters of proper consideration for such special conferences. Such requests shall state the nature of the matter(s) to be discussed. Discussion shall be limited to the issues set forth in the request, unless it is mutually agreed to include other items. Such discussion shall not be used to renegotiate the terms and conditions of this Agreement. However, this provision does not prevent the parties from agreeing to various understandings and reducing such to writing. The special conferences shall be convened within ten (10) business days of the receipt of a party's request for such a conference, at a time and place mutually agreed upon. Each party may be represented at a special conference by not more than three (3) participants of their choosing, with the limitation that such participants have something substantive to contribute to the conference. The ten (10) day period for convening the conference may be extended or reduced, by mutual agreement of the parties.

3.8 Union Access to City Premises. The City agrees to allow properly accredited business representatives access to the employer's premises, other than security areas, after notification of the Department Head or Supervisor in Charge, during working hours for the purpose of policing the terms and conditions of this Agreement.

3.9 Bulletin Boards: The City will provide a bulletin board at an appropriate location which may be used by the Union for posting notices of the following type: union meetings, union elections, results of union elections, union recreational and/or social events.

3.10 American With Disabilities Act. It is the intent of the Employer and of the Union that this Agreement shall be in compliance with the Americans with Disabilities Act (ADA). The Employer and the Union shall comply with their obligations to accommodate the disabled, as such obligations arise under and pursuant to the ADA.

4.0 UNION SECURITY

4.1 Membership in the union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

4.2 All present employees who are members of the bargaining unit on the effective date of this Agreement, shall as a condition of employment become obligated to either join the Union or pay a service fee in an amount equal to that portion of the Union membership dues which is related to the negotiation and Administration of this Agreement. For present employees, this obligation shall commence on the date of execution of this Agreement; for future employees who become members of the bargaining unit, the obligation shall commence on the one hundred eighty-first (181) day following their date of entry into the bargaining unit.

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

3.6 Any employee who refuses to comply with the terms of this Article shall be subject to removal from the bargaining unit upon thirty (30) days written notice to the Employer from the Union.

3.2 The City will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

5.0 STRIKE PROVISIONS

4.0 **Strikes, Work Interruptions.** The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of employment. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union.

4.0 **Unauthorized Strikes and Slowdowns.** The Union hereby agrees that it will not encourage, sanction, approve, advise, assist in, or counsel regarding any strike, work stoppage, slowdown, or other interruptions of work on the part of those employees covered by this Agreement.

4.0 **Discipline by Employer.** Any strike, stoppage, slowdown, or interruption of work may result in disciplinary action against the employee(s) so involved.

4.0 **Lockouts.** The Employer will not put into effect any lockout during the term of this Agreement. This Section shall not apply to those circumstances where the Employer finds it necessary to lay off members of the bargaining unit, pursuant to Article 3, Section 2.

4.0 **Protection of Rights.** The City may request an employee to cross a picket line or to enter upon any City property involved in a labor dispute so long as there is not a probability that doing so will affect the personal safety of the employee.

4.0 **Limitation of Article.** Nothing in this Article shall be read to preempt, limit, or waive any remedy available, in the event of a suspected violation of this Agreement, to either the Employer or the Union under applicable federal and state law.

6.0 GRIEVANCE PROCEDURE

6.1 **Processing Grievances.** All parties shall process grievances as rapidly as practicable, within the timeframes outlined below, unless mutually agreed otherwise.

6.2 Grievance Limitations. Grievances, in order to be subject to the Grievance Procedure, must be filed within ten (10) calendar days of the event, occurrence, or initial knowledge of the facts giving rise to the grievance of the grievant, except as otherwise agreed upon by the Employer and the bargaining unit.

6.3 Grievance Work on City Time. Appropriate bargaining unit officers (stewards) shall have the right to leave their jobs when it becomes necessary to contact employees for the purpose of processing, settling, or investigating grievances on behalf of members of the bargaining unit. Such leaving must be with the knowledge and approval of the City Attorney, and such approval shall not be unreasonably denied.

6.4 Pay for Grievance Work. All time lost from work by bargaining unit officers (stewards) while engaged in the processing, settling, or investigation of grievances on behalf of members of the bargaining unit shall be paid by the Employer at the employee's regular hourly rate.

6.5 Union Access to City Records. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance.

6.6 Grievance Procedure.

- **Step One – Verbal.** Any employee who feels he or she has a grievance shall, with his or her Steward or Alternate, discuss it with the City Attorney. The request for the discussion, made of the City Attorney, shall constitute the filing of the grievance for purposes of Section 6.2 of this Agreement. If the matter is not resolved by such discussion, the Union must reduce the grievance to writing and submit it to the City Attorney within five (5) working days following the date of the discussion.
- **Step Two – Written.** Grievances reduced to writing and properly submitted to the City Attorney, in accordance with the provision of Step A, must clearly state and describe the nature and basis of the grievance. The Employer reserves the right to request clarification of any aspect of a written grievance that is unclear. The City Attorney shall answer the grievance within ten (10) working days after the written grievance is filed.
- **Step Three – Human Resource Director.** If a settlement or resolution is not achieved in Step Two of the Grievance Procedure, the grievance may be appealed to the Human Resource Director. The Human Resource Director shall conduct meetings to discuss the grievance within five (5) working days after the appeal. The Steward and Business Representative and the grievant shall be authorized to attend the meeting. The Human Resource Director shall answer the grievance within ten (10) working days after the meeting.

6.7 Teamsters' Grievance Panel. If a settlement or resolution is not achieved in Step Three of the Grievance Procedure, the Union shall submit the grievance to the Teamsters' Grievance Panel for review for arbitration. The Union shall have sixty (60) days to determine whether to file for arbitration or withdraw the grievance.

6.8 Failure of Settlement – Arbitration. If the Union determines to arbitrate the grievance, the Union shall request Arbitration through the Federal Mediation and Conciliation Services, under the applicable policies, functions, procedures, jurisdiction, and rules thereof.

6.9 Selected Arbitrator. The Arbitrator selected will hear the grievance promptly and will issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the grievance submitted.

6.10 Arbitrator's Authority. The power and function of the Arbitrator stems from this Agreement, and his or her function is to interpret and apply this Agreement, within the constraints stated herein, and to determine whether alleged violations have occurred.

- . The Arbitrator shall have no power to add to, subtract from, or modify any term or terms of this Agreement, nor shall the Arbitrator have any power or authority to make any decision violating this Agreement. Also, the Arbitrator shall have no power or authority to make any decision that would require of the City Attorney to perform any act in any manner prohibited by law or the omission of an act required by law.
- . So long as the decision of the Arbitrator is authorized by this Agreement, it shall be binding on the Employer, Department, Union and grievant relative to the grievance brought.
- . All claims for back wages shall be limited to the amount of wages that the employee would otherwise have received, less any unemployment compensation or compensation for personal services that the employee may have earned, recovered, received, or due. The employee shall submit such verification and release required by the Employer to permit full compliance with this Section.
- . The decision of the Arbitrator, in any case, shall not require an award of back pay in any case other than the one brought before him or her.
- . In rendering decisions, the Arbitrator shall give full recognition and deference to the rights, powers, and authority of the Employer as indicated in this Agreement. The Arbitrator's decision shall be consistent with the rights reserved to the Employer by this Agreement.
- . The Arbitrator shall have no power to interpret local state, or federal law, beyond the confines of this Agreement, nor shall the Arbitrator have the authority to hear matters involving constitutional rights or to render any section of this Agreement invalid due to some purported breach of any law.

6.11 Cost of Arbitration. The cost of the Arbitrator's services, including his or her expenses when applicable, shall be borne equally by both parties. Costs as a result of any cancellation of proceedings will be borne by the party responsible for the cancellation, unless the parties mutually agree upon such cancellation. Each party shall be responsible for its own costs and expenses, and no action of one party may bind the other relative to the payment of any costs, fees, or expenses.

6.12 Extending time. Time limits between steps in the grievance procedure may be waived or extended by the mutual, written agreement of the Employer and the Union.

6.13 Any grievance not appealed from a decision in one of the steps in the above procedure, to the next within the stated time limits and procedures, shall be considered dropped.

6.14 The Association and the Employer shall provide each other with a written list of names and titles of their respective representatives and will provide prompt notice of any change.

6.15 Grievances protesting disciplinary action shall be subject to arbitration in the same manner as other grievances. 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 Union Steward, 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.

6A.0 SENIORITY AND SERVICE REQUIREMENT

6A.1 **Definition:** For purposes of this agreement, seniority and service with the City is defined as the length of service with the employer. The rights attendant to seniority and time of service are specified in this agreement and shall be applicable to all full-time employees in the bargaining unit.

6A.2 **Probationary Period:** A full-time employee retained on the payroll after his or her initial probationary period of 180 days from the date the employee first performed services for the employer shall be considered a permanent employee. The probationary period may be extended or waived at the discretion of the employer. Such an extension shall not exceed an additional ninety (90) calendar days with written notification of such an action being forwarded to the Union. Upon successful completion of the applicable probationary period, an employee's seniority date and service requirement period shall be the date the employee first performs services for the employer as a probationary employee.

6A.3 **Computing Seniority and Service Time:** Time worked, time on paid leave, and the first 30 days of approved leave without pay shall be counted as continuous service for the purpose of seniority and service requirement period. Time spent on an approved leave of absence for service in the National Guard, armed forces or armed forces reserves shall count as service time to the extent required under state and federal law.

6A.4 **Breaks in Seniority:** Seniority may be broken

- .) if the employee resigns from employment or is considered by the employer to have resigned under other sections of this agreement, or pursuant to the employer's work rules;
- .) if the employee is discharged for just cause and not reversed by the grievance procedure; or
- .) if the employee is absent from work for three (3) or more consecutive days and fails to properly report the absence to the employer. In such a case, the employee will be considered to have abandoned his or her employment and reinstatement may occur only upon the showing of the employee of a compelling reason which prevented notification.

6A.5 **Seniority List:** The Seniority of all employees within the bargaining unit shall be kept up to date by the employer, copies of which shall be held by the employer and one of which will be submitted to the union.

6A.6 Layoffs:

- c) When employees are laid off, the following procedure shall apply:
 - 3.) Employees shall be laid off in inverse order of bargaining unit seniority within their classification.
 - 4.) Employees who are laid off may bump downward or laterally into any position within the union in their discipline for which they possess the qualifications and ability to perform the work with minimum training and supervision provided that the employee has more seniority than the least senior employee in that position.
- d) The employer shall give written notice to the employee and the union of any proposed lay off. Such notice shall state the reason therefore, and shall be submitted at least two weeks before the effective date of the lay off.
- e) Recall of laid off employees shall be in inverse order of lay off. Notice of recall shall be sent to the employee at the last known address by certified mail.

6A.7 Outsourcing: No bargaining unit employee shall lose his or her position due to the outsourcing of bargaining unit work.

6A.8 Work Assignments: Non-bargaining unit employees shall not routinely perform the work that is performed only by bargaining unit members if in so doing it would displace the employment of a bargaining unit employee.

7.0 PAY PLAN

3.5 The pay plan for employees shall consist of a range for each class of positions providing for increases based on merit.

7.2 Effective July 1, 2003, salary ranges shall be as follows:

Deputy City Attorney	\$69,045	to	\$95,116
Assistant City Attorney	\$56,852	to	\$86,631
Legal Secretary	\$32,036	to	\$45,096
Part-time Attorney I	\$25/hour	to	\$35/hour
Part-time Attorney II	\$30/hour	to	\$50/hour
Part-time Legal Secretary	\$12/hour	to	\$17/hour

Effective July 1, 2003, employees assigned to these classifications as of that date shall be placed within these ranges as follows: Deputy City Attorney \$84,251, Assistant City Attorney \$75,817, Legal Secretary \$43,523, Part-time Attorney II \$37.50/hour, Part-time Attorney I \$30/hour, Part-time Legal Secretary \$12/hour.

Effective July 1, 2004 all salaries and salary ranges shall increase by 3%. Also effective July 1, 2004, the part-time Attorney II shall be reclassified to full-time Assistant City Attorney.

Effective July 1, 2005 all salaries and salary ranges shall increase by 1½ %.

Effective July 1, 2006 all salaries and salary ranges shall increase by 1½ %.

3.5 Advancement within a specific salary range shall be called a merit increase. As the name indicates, the increase shall be based on the quality of service. Merit increases are not automatic, but are granted by the City Attorney. These merit adjustments when recommended and approved by the City Attorney, shall be between 3% and 6% annually, until the maximum of the range is reached. These merit adjustments, when approved, are in addition to the annual July 1st percentage increases referenced in Section 7.2. It is anticipated that all employees who receive positive evaluations will reach the maximum of the salary range by the end of the contract period. However, poor performance will result in no merit increase. Employees hired prior to the date of signing of this contract shall have July 1 merit adjustment dates. Employees' anniversary dates shall be used for employees hired after the date of signing of this contract.

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

7.5 A contribution will be made by the Employer, in the amount of 1.5% of base pay, to the full-time employees' Deferred Compensation accounts. Full-time employees may participate in the ICMA Retirement Corporation Deferred Compensation Plan or the Nationwide (formerly PEBSCO) Deferred Compensation Plan. Information on these plans is available in the Human Resource Department.

8.0 WORK SCHEDULE

8.1 The basic workweek for full time employees shall consist of forty (40) hours in five (5) consecutive eight (8) hour days. Variations are permitted, but are subject to the approval of the City Attorney.

8.2 The workday shall consist of eight (8) hours in a calendar day, with not more than an additional sixty (60) minutes off for lunch without pay. All employees working an eight (8) hour day shall be entitled to two (2) rest periods, excluding the lunch period. Whenever possible these periods shall be scheduled in the middle of each one-half regular day. The length of the rest period shall be fifteen (15) minutes per period.

8.3 The workweek shall begin at midnight Saturday.

8.4 Hours of employment for part-time employees shall be as assigned by the City Attorney.

9.0 OVERTIME PAY

8.0 All overtime worked by full-time employees is to be recorded as compensatory time off at straight time. Such time must be used by the end of the fourth month following the close of the fiscal year in which the compensatory time was earned.

8.1 Part-time employees shall be paid time and a half overtime for all hours worked over 40 in a standard work week in accordance with the Fair Labor Standards Act.

8.1 In emergency situations the City Attorney may require compulsory overtime work.

10.0 HOLIDAYS

10.1 All employees shall receive the following ten (10) paid holidays:

1. Good Friday
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. The Day after Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Years' Eve
10. New Years' Day

Full time employees shall also receive five (5) Personal Business Days

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

9.2 Holidays will be paid at the employee's regular hourly rate.

10.4 In order to qualify for holiday pay, a full-time employee must be on duty the working day before and after the holiday. If the holiday falls on a scheduled leave day, the employee may take an alternate day. Such selection must be approved by the City Attorney. Authorized absence with pay shall be considered as being on duty. In order to qualify for holiday pay, a part-time employee must be working the day before and after the holiday and normally scheduled to work on the holiday, and shall receive pay for those hours normally scheduled to work.

10.5 In order to qualify for the Personal Business Days, a full time employee must have successfully completed the initial six (6) month probationary period. The employee shall then be eligible for Personal Business Days in proportion to that part of the fiscal year remaining.

10.6 The days granted for Personal Business days may be taken any time during the fiscal year. The scheduling of Personal Business days is subject to approval of the immediate supervisor.

10.7 A holiday falling during a period while an employee is on paid leave shall be charged as a Holiday and shall not be charged to other paid leave banks.

11.0 VACATION LEAVE

11.1 Any full time 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) working days, or two (2) calendar weeks.

11.2 Any full time employee with less than one 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. Under extenuating circumstances, this rule may be waived by the City Attorney.

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

11.4 Any full time 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 completion of the tenth year of service.

11.5 Any full time employee with sixteen (16) years of service, but less than seventeen (17) shall be allowed annual leave of twenty-one (21) working days. He/she shall be eligible for such leave the day after completion of the sixteenth year of service.

11.6 Any full time employee with seventeen (17) years of service, but less than eighteen (18) shall be allowed annual leave of twenty-two (22) working days. He/she shall be eligible for such leave the day after completion of the seventeenth year of service.

11.7 Any full time employee with eighteen (18) years of service, but less than nineteen (19) shall be allowed annual leave of twenty-three (23) working days. He/she shall be eligible for such leave the day after completion of the eighteenth year of service.

11.8 Any full time employee with nineteen (19) years of service, but less than twenty (20) shall be allowed annual leave of twenty-four (24) working days. He/she shall be eligible for such leave the day after completion of the nineteenth year of service.

11.9 Any full time employee with twenty (20) or more years of service shall be allowed annual leave of twenty-five (25) working days, or five calendar weeks. He/she shall be eligible for such leave the day after the completion of the twentieth year of service.

11.10 All vacations must be taken within the fiscal year following the fiscal year of accrual and cannot be extended into the succeeding fiscal year unless permission is granted in writing by the City Attorney. Employees shall forfeit all rights to vacation time if not taken as per the aforesaid rule.

11.11 In the event of termination for reasons other than discharge, a full time employee shall be entitled to pay for accrued vacation, provided he/she has given a minimum termination notice of ten (10) working days, or two (2) calendar weeks in writing to the City Attorney.

11.12 Vacation schedules shall be established by the City Attorney to permit the continued operation of all departmental functions without interference.

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

11.14 Vacation pay will be paid at the full time employee's regular hourly rate which is determined by dividing the annual salary by 2080.

12.0 SICK LEAVE

12.1 Full time employees shall accrue sick leave at the rate of eight (8) hours for each month of service. There shall be no maximum accumulation. Part time employees shall not accrue sick leave.

11.1 Sick leave will be paid at the employee's regular hourly rate.

12.3 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.

12.4 Sick leave shall not be allowed when absence is due to the use of narcotics or intoxicants, but absence required to undergo a formal alcoholism and/or controlled treatment program shall qualify for such leave.

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

12.6 Any employee who actively pursues and engages in self-employment or works for another employer while on sick leave may be subject to discharge.

12.7 Any employee who becomes ill and unable to report for work must notify the City Attorney prior to starting time, if possible, and each day thereafter, or the absence may not be charged against his/her sick leave.

12.8 After an employee has exhausted all sick leave accrued, vacation and compensatory time off, he/she may be advanced sick leave to cover a maximum period of one hundred twenty (120) hours from the occurrence of the disability. In the event, the employee terminates before the advanced sick leave is repaid; the employee is obligated to repay the City for said time.

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

12.10 After all sick leave is used, if the employee so elects, annual leave may be used as sick leave. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he/she returns to work.

12.11 Any newly hired employee or existing employee who does not have any sick leave credits may draw an advance of twelve (12) sick leave days per year, and in the event that employment is terminated and an employee owes sick leave 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.

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

13.0 SICK LEAVE CONTROL PROGRAM

13.1 The Sick Leave Control Program shall be applicable to all full time permanent employees.

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

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

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

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

13.6 If an employee so elects in writing to the City Attorney, 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.

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

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

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

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

13.11 In the event of retirement, any employee having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of four hundred (400) hours. Such pay shall be at the employee's base rate in effect at the time of retirement. Employees who use no more than six (6) sick days during the last twelve (12) months of employment shall receive payment to a maximum of four hundred forty (440) hours.

13.12 In the event of an employee's death, the deceased employee's spouse, or children if no spouse survives, shall be entitled to receive up to four hundred forty (440) hours payment for said deceased employee's sick leave accumulation as provided in Section 13.11.

14.0 BEREAVEMENT LEAVE

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

13.1 Bereavement leave will be paid at the full-time employee's regular hourly rate.

14.3 Any full time employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on bereavement leave may be subject to discharge.

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

15.0 EMERGENCY LEAVE

In the event that a full-time employee's spouse, relative living in the employee's household, or one or more children become ill or incur an injury of an emergency nature which prevents the employee from reaching his/her place of employment, or would compel the employee to leave his/her employment in order to take the above-defined relative to either a hospital or doctor's office, the employee shall be paid his/her regular wage for his/her time away from work and the time shall be deducted from the employee's accrued and unused sick leave benefits in the amount of time ranging from one (1) but not to exceed twenty-four (24) hours in any one (1) fiscal year. In the event that vacation or personal business days are used for emergency leave, such time may not be used in a period of less than one (1) hour. Proof of the existence of an emergency in the form of a written statement from a physician may be required before emergency leave is allowed.

16.0 INJURY LEAVE

16.1 In the case of a job-incurred illness or injury resulting in a physical or mental disability to the extent that the employee is unable to perform his/her regular duties or perform selected limited assignments, he/she shall be placed on injury leave. At any time during injury leave an employee may be required to submit to a physical examination by a City physician.

16.2 Part-time employees on injury leave shall be paid in accordance with the Michigan Workers' Compensation Act. Full time employees shall have Workers' Compensation payments supplemented by injury leave pay up to the employee's regular hourly rate. Time spent by full-time employees on injury leave shall be considered for all purposes as continuing service.

16.3 Injury leave pay shall not exceed three hundred sixty (360) working hours at full pay for any one compensable illness or injury, with an additional seventeen hundred twenty (1720) hours at eighty percent (80%) of pay. The employee will be allowed to remain at one hundred (100%) percent of pay provided that the eighty (80%) percent is supplemented by use of banked time and following, in descending order, the use of:

- 0. Vacation Days
- 0. Personal Business Days
- 0. Holidays
- 0. Sick Leave accruing during the fiscal year the injury leave is taken.
- 0. Compensatory Time
- 0. Sick Leave Bank.

16.4 An employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on injury leave may be subject to discharge.

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

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

16.7 For purposes of workers' compensation, an employee who incurs a job related illness or injury and is eligible for injury leave under this section must avail himself/herself to City-approved medical treatment. Any employee who refuses medical attention or does not avail himself/herself of therapy shall be disallowed injury leave.

17.0 LEAVE WITHOUT PAY

17.1 The City Attorney may authorize a full-time employee to be absent without pay for personal reasons for a period not to exceed twelve (12) months in a calendar year.

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

17.3 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.

17.4 Any employee who actively pursues and engages in self-employment or works for another employer during a leave of absence, other than for the purpose for which the leave was granted, may be subject to discharge.

17.5 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.

17.6 Upon return from leave of absence, the employee shall be reinstated to the same classification held prior to leave of absence.

17.7 An employee on leave without pay for more than thirty (30) days in any one fiscal year shall not accrue vacation, sick leave, retirement credits, 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 a duty-incurred injury shall accrue seniority, service towards longevity, step increases, pay advancement and vacation improvement based on seniority.

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

18.0 INSURANCE

18.1 **Life Insurance:** The City shall provide and pay full premium for Fifty Thousand Dollars (\$50,000) of group life insurance per employee. Employees may purchase optional coverage at their own expense for spouse and dependent children.

18.2 Medical Insurance:

(a) **Health Care Options:** All full-time employees may choose from among the following health care insurance plans, with premiums fully paid by the City. These health care choices shall include Health Alliance Plan HMO (version 3L) with \$10 office co-pays, \$5 drug rider and vision coverage; Blue Care Network HMO with no office co-pays, \$3 drug rider and vision rider; and M-Care POS (Point of Service) Plan (version P01611-0000), with \$10 office co-pays and \$5 drug rider when utilizing option one. These health care options shall continue into retirement. Full-time employees shall also have the option of selecting the Michigan Bar Association Blue Cross or City sponsored Blue Cross/Blue Shield coverage, if they pay the difference between the BC/BS premium and the average applicable premium for the HMO/POS options described above. There shall be an annual window of opportunity (May 1) to select from among these alternative health care plans. Effective July 1, 2005, all City sponsored health care plans shall have a \$10/\$20 drug rider.

(a) **Duplicate Health Care Benefits:** The City will pay the employee/subscriber thirty percent (30%) of the scheduled applicable premium annually up to a maximum of \$2,400 to select the benefits under a spouse's health care plan. This shall be computed as thirty percent (30%) of the scheduled premiums for the HMO/POS alternatives. There is an annual window of opportunity to revert to insurance coverage effective May 1, if the employee so elects. The 30% reimbursement to select benefits under a spouse's health care plan will also be extended to current retirees who are receiving full health care benefits. In the event a spouse's coverage is terminated for any reason, the City will pay the COBRA payments until the employee subscriber can obtain coverage under the City sponsored health care programs.

18.3 Dental Insurance: The City shall provide a co-payment dental insurance plan which shall be the Delta Dental Plan of Michigan, Class I, Class II and Class III benefits (or similar insurance thereto which may be secured at the option of the City). The employee co-payment applicable for Class I benefits shall be 20%; the employee co-payment for Class II benefits 20%; and the employee co-payment for Class III benefits is 20%. The maximum Class I and Class II per person per contract year benefits is \$800. Delta's Class III benefit maximum shall not exceed a lifetime payment of \$1,500 per eligible person.

18.4 Optical Insurance: The City shall provide and pay the full premium for the Blue Care Network, HAP or M-Care optical plan for each full-time employee and his/her eligible

dependents. The optical insurance provider must be the same as selected for health insurance. Employees selecting optical insurance under the Michigan Bar Association Blue Cross or City sponsored Blue Cross shall pay the difference.

18.5 Notification Requirements: Employees are required to immediately notify the Employer of any change in marital 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.

18.6 FMLA/Leave of Absence: An employee on unpaid leave in excess of thirty (30) days may continue his/her health, medical, dental, life and optical insurance at his/her own expense under the group program except as otherwise required under the Medical and Family Leave Act. Payment must be made each month in advance with the understanding that there will be no reimbursement.

18.7 COBRA Coverage: Continued group coverage is offered to qualified former employees and qualified dependents or former dependents of the employees under the provisions of the Federal legislation known as COBRA. Information is available at the Human Resource Department.

18.8 RETIREE INSURANCE BENEFITS:

- (a) **Retiree Hospital and Surgical Insurance:** The City shall provide and pay the full premium for medical insurance for retirees, their surviving spouse, and eligible dependents. Retiree health care options shall be the same as those described for employees in Section 18.2(a) above, including the \$10/\$20 drug rider. The city shall continue such insurance for the surviving spouse and his/her eligible dependents at said level upon the demise of the retiree. A member of the bargaining unit as of the date of signing of this contract must have at least ten (10) years of full-time service with the City of Royal Oak in order to vest in the above medical benefits. Employees hired after the date of signing of this contract and who hold the classification of Deputy City Attorney at the time of retirement must have ten (10) years of full-time service with the City of Royal Oak in order to vest in these benefits. Employees hired after the date of signing of this contract and who hold the classification of Assistant City Attorney or Legal Secretary at the time of retirement must have twenty (20) years of full-time service with the City of Royal Oak in order to vest in these benefits.
- (a) **Retiree Dental Insurance:** Retirees and their eligible dependents shall be accorded Delta Dental Plan of Michigan (or similar but equal dental insurance) with Class I and Class II benefits with a twenty percent (20%) co-pay. The per person per contract year maximum benefits shall be \$700.
- (b) **Retiree Optical Insurance:** Retirees and their eligible dependents are eligible for the same optical coverage granted to regular employees.
- (c) **Medicare:** Upon becoming eligible for Medicare Benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored "Complimentary Coverage" to coordinate the benefits and for Medicare to be primary, with the City paying the premium for Part B coverage through reimbursement.

- (d) **Retiree Term Life Insurance:** The retiree life insurance benefit shall be \$4,000, paid by the city.

19.0 DUTY – NON-DUTY DISABILITY

Any full-time employee who becomes totally disabled as a result of an on-the-job connected injury or illness, or any full-time employee with a minimum of five (5) years of service who becomes totally disabled as the result of a non-service connected injury or illness, shall be eligible for a monthly payment of sixty-six percent (66%) of his/her base monthly salary in effect at the time of such injury or illness, but in no event will such monthly payment exceed Five Thousand Dollars (\$5,000). These monthly payments shall continue until the employee reaches voluntary retirement age. The provision contained herein shall be limited and governed by the retirement ordinance.

20.0 RETIREMENT PENSION BENEFITS

20.1 **Ordinance:** Those retirement benefits as specified in the Retirement Ordinance 91-4, or subsequent revision, are adopted and made part of this contract, except as modified herein.

20.2 **Eligibility:** The age and service requirement for normal retirement shall be as follows: Age sixty (60) years or older and five (5) years or more of credited service; or age fifty-five (55) with 20 years or more of credited service, and at age fifty (50) with twenty-five years of credited service.

20.3 **Benefit:** For full-time members of the bargaining unit as of the date of signing, the amount of monthly level straight life pension shall be equal to the retiring members' credited service multiplied by 2.8% of the retiring members' final average compensation for the first 20 years of service, and 1.5% for additional years. For full-time employees hired after the date of signing of this contract, the formula shall be 2.5% for the first 20 years and 2.2% for additional years.

20.4 **Cap:** An employee's pension at the time of retirement shall not be greater than 75% of his/her final average compensation.

20.5 **Final average compensation** is one twenty-fourth (1/24th) of the greatest amount of base salary paid a member for twenty-four (24) consecutive months of credited service contained within the last one hundred twenty (120) months of service.

20.6 **Final average compensation** shall include base salary plus up to 96 hours of sick leave incentive pay (last two years, not divided by 2).

20.7 **Employee Contribution:** The employees' pension contribution from compensation shall be 2% to the social security base wage and 4% thereafter.

20.8 **Annuity Withdrawal:** Full-time employees covered by this Contract who retire pursuant to the appropriate provisions of the Retirement Ordinance, may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve for Employee contributions – plus 3% interest. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension

shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation, for immediate annuities. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with City representatives prior to the election at which the effects of the annuity withdrawal will be explained.

20.9 Buy-Back Provisions: Employees who are members of this bargaining unit as of July 1, 2003, and who are also full-time employees as of July 1, 2004 shall be permitted to purchase from six (6) months up to three (3) years of service credit with the City for active-duty military or full-time government service rendered prior to employment with the City. Such purchase may be made at the 2% employee contribution rate. Members of the bargaining unit shall have up to June 30, 2005 to commit for the purchase of said service credit and shall have until June 30, 2007 to complete the purchase of said time. In the event the member deceases prior to June 30, 2007, the employee's spouse shall have the option to complete said payments within thirty (30) days of the death. Purchase of time may begin after July 1, 2004 and may be by means of payroll deduction. Time purchased shall not be subject to the annuity withdrawal provision under Section 20.8. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement, except eligibility for retiree pension and retiree health insurance. The purchase of additional time under this option cannot result in total time purchased via this and previous options of more than three (3) years.

Employees who are members of this bargaining unit as of July 1, 2003 and who are also full-time employees as of July 1, 2004 shall be permitted to purchase up to two (2) additional years of service credit with the City for directly related full-time experience (City Attorney or prosecuting experience) rendered prior to employment with the City. Such purchase may be made at the 2% employee contribution rate. Members of the bargaining unit shall have up to June 30, 2005 to commit for the purchase of said service credit and shall have until June 30, 2007 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2007, the employee's spouse shall have the option to complete said payments within thirty (30) days of the death. Purchase of time may begin after July 1, 2004 and may be by means of payroll deduction. Time purchased shall not be subject to the annuity withdrawal provision under Section 20.8. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement, except eligibility for retiree pension and retiree health insurance.

20.10 Employees who purchase service credit pursuant to 20.9 or who previously purchased service credit shall not withdraw those funds contributed to the retirement system in a lump sum upon retirement under the Annuity Withdrawal provisions contained in 20.8.

19.10 These retirement benefits shall remain in effect until a new contract is ratified.

20.12 A defined contribution plan may be offered by the City as an option to, but not a replacement for, the defined benefit plan.

21.0 TUITION REIMBURSEMENT

21.1 The Tuition Reimbursement Program is designed to encourage full-time employees to improve their job skills, to increase their value to the City by pursuing courses of study directly

related to their work and to assist them in preparing for future promotions within the City. The policy and procedures governing this program are intended to be flexible to insure the optimum utilization of the available funds. The following provisions are established to govern the administration of the City's Tuition Reimbursement Program.

20.1 Application for tuition reimbursement will only be considered from full-time employees.

21.3 Applications will not be approved if the employee is receiving funds for the same course from any other source (G.I. Bill, scholarships, etc.)

21.4 Applications may be made only for attendance at a school of recognized educational standing, including correspondence schools. Selected subjects must relate directly to the employee's present job or to a reasonably predictable future job with the City. These include:

- () Technical or non-technical courses of immediate benefit to the employee and the City in the performance of present assignments when qualifying for promotion within the present field of specialization. (Examples: advanced courses in accounting, planning, assessing, investing, insurance, engineering, labor and so forth).
- () Technical or non-technical courses outside the employee's current field of specialization but related to either field specialization within his/her department and progression in a related field. (Examples: advanced courses in self-expression, written expression, or technologically related special enrichment courses.)

21.5 Reimbursement shall be made at 50% of the cost of the tuition not to exceed \$250 per course for undergraduate level courses, and \$350 for graduate level courses. The cost of textbooks shall be reimbursed at 100%. Employees must present official school receipts with their request documenting the cost of tuition and textbooks for the course.

21.6 Eligibility for tuition reimbursement shall be limited to two courses per semester per employee.

21.7 Reimbursement shall be made only for course work for which the applicant received a grade of C or its numerical equivalent or better. Employees must present official school transcripts showing the final grade received.

21.8 As funds for tuition reimbursement are limited, priority for reimbursement shall be governed by the time and date the completed applications are received from employees. Approval of applications for tuition reimbursement is contingent upon the availability of funds, the employee's successful completion of the course and adherence to the policies and procedures outlined in this program.

21.9 The following procedures shall be followed in making application for course approval and tuition reimbursement.

- () The employee shall submit his/her application for course approval and tuition reimbursement in the form of a memorandum to his/her Department Head. The memorandum must include detailed information concerning the course or courses for which reimbursement is sought.

If the course is approved for tuition and textbook reimbursement, the employee shall notify his/her immediate supervisor no later than one (1) month after the course is completed and present to his/her Department Head his/her transcript of credits, as well as appropriate receipts for tuition and textbook, for reimbursement. This material is, in turn, forwarded to the Human Resource Department. Upon receipt of the transcript of credits and appropriate receipts for tuition and textbook(s), the Human Resource Department shall submit to the Finance Department a check request authorizing the issuance of tuition and textbook reimbursement to the employee. A copy of the transcript of credits shall become a permanent part of the employee's personnel file

22.0 PROFESSIONAL ASSOCIATION DUES

The City shall pay for 100% of the State of Michigan Bar dues annually, and also the cost of membership in a state bar section. Other professional association dues shall be paid annually upon request, not to exceed one (1) per member, and not to exceed costs of ABA membership. This section shall be applicable to both full-time and part-time employees in the bargaining unit.

23.0 USE OF VEHICLES

23.1 Every employee who, in the course of his/her regular work, may be required to drive a City vehicle must have a valid State of Michigan Driver's License which permits him/her to drive the class of vehicle involved. A learner's permit is not a valid driver's license. Chauffeur's licenses are not required by employees to drive a City vehicle. No employee shall drive a City vehicle in contravention of any restrictions set out on his/her State of Michigan Drivers' License.

23.2 No one shall transport or store for personal use in a City vehicle any alcoholic beverages or controlled substances.

23.3 City vehicles shall be used for City business only.

23.4 When a City vehicle is authorized to be taken home at night, it shall be driven as directly as possible between the employee's place of business and his/her residence, so as to create no undue mileage.

23.5 The operation of City vehicles will be in conformity with the appropriate provisions of the Michigan Vehicle Code, City of Royal Oak Traffic Ordinance, and special parking regulations as they may relate to employee parking at their respective places of employment.

23.6 When vehicles are stored outside during the night, drivers shall be responsible for the removal of the keys from the ignition at the conclusion of the work period. Keys shall be placed in a location as directed by the Department head. Windows of all vehicles shall be fully rolled up, the doors closed securely, and the vehicle locked.

23.7 The driver of any City vehicles is responsible for looking after its general condition as if it were his/her own. For example, he/she shall drive the vehicle so as to keep tire wear to a minimum by maintaining proper inflation, and by not rubbing curbs or driving over sharp rocks, etc. He/she shall care for both the interior and exterior of the vehicle generally, including normal cleanliness.

23.8 The driver of any vehicle shall not drive the vehicle if it is not in safe operating condition. Mechanical or other defects MUST be reported promptly to the Motor Pool Division at the Public Service Building.

23.9 In the case of property damage accident, the following procedures shall be followed:

- . The Police shall be notified.
- . The employee's Supervisor should be notified immediately.
- . Any utility companies involved should be notified immediately.
- . Necessary safety precautions should be taken by the employee involved, if needed.
- . The employee shall complete an accident report form.

23.10 If any City vehicle is stolen, the operator to which it was assigned shall call the police immediately.

23.11 If any parts or accessories considered part of a City vehicle, or other equipment or materials on a City vehicle are lost or stolen from the vehicle, the driver shall call the police immediately.

24.0 GENERAL CONDUCT

24.1 Employees shall comply with the Rules of Professional Conduct promulgated by the State Bar of Michigan.

24.2 Employees shall not fight or engage in any other acts likely to cause either property damage or bodily injury to any person.

24.3 Employees shall at all times observe all safety rules and perform their work in accordance with commonly accepted safety practices.

24.4 Employees are prohibited from accepting gifts of value or gratuities from organizations, employees, agents or other individuals who may or do conduct business with the City. The reference to this rule is an excerpt from the policy on gratuities promulgated for all employees.

24.5 An employee shall not abuse, misuse or deliberately destroy or damage any City property, tools, equipment and machines or property of any other employee.

24.6 An employee shall not engage in any immoral or indecent act or any other act which would reflect unfavorably upon the reputation of the City.

24.7 Employees shall not engage in any private business or activity for profit or without profit during working hours.

24.8 Employees shall not use any City property for their own personal use or benefit.

24.9 General employees shall not carry any concealed weapon.

24.10 Employees shall not deface, change or falsify any personnel or other City records or papers.

24.11 Employees are prohibited from using their position with the City to directly or indirectly gain benefits, favors, money advantages, privileges or anything of value other than regular compensation.

23.11 Employees shall observe regular working hours as established for their department.

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

25.0 MISCELLANEOUS PROVISIONS

25.1 **Accidents:** All duty related personal injuries and illnesses shall be reported immediately. The employee must take such first-aid treatment as may be recommended. Such injuries or illnesses shall, in turn, require the preparation of the necessary Workers' Compensation Report Forms.

25.2 **Change Of Address:** Employees are required to notify the Human Resource Department promptly of any change of address or telephone number so that the employees may be contacted at all times by either mail or telephone.

25.3 **Other Employment:** Employees of the City may take part-time jobs; provided there is no conflict of working hours and no impairment of the employee's efficiency in his/her work or conflict with the interest of the city. Employees of the City may not engage in outside activities while on duty, nor may city property be used for any but City business. Employees must receive permission from the City Attorney prior to engaging in outside employment to avoid the possibility of conflict of interest.

25.4 **Resignations:** To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks' notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to the City Attorney, with a copy forwarded to the Human Resource Department. Failure to comply with this rule shall be entered on the service record of the employee and may be the cause for denying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department.

25.5 **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/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.

25.6 **Jury Duty:** An employee called for jury duty or subpoenaed to appear as a witness in court or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty for the time necessary to allow him/her to be in

attendance as required, and will be paid the difference between his/her straight-time pay and the fee received for acting as a juror or witness.

25.7 Unemployment Compensation: Unemployment compensation is provided in accordance with the Unemployment Compensation statutes of the State of Michigan.

25.7 Re-Employment Of Veterans: Applicable provisions of Federal and State laws shall govern the re-employment rights of Veterans.

25.8 Suspension Of Leaves: The leaves provided for in this contract may be temporarily suspended during any period of emergency declared by the City.

26.0 EXECUTION OF AGREEMENT

This agreement shall become effective on the date of its execution and shall be in effect until June 30, 2007 provided, further, that those sections specifically providing for not opening until a specified time, shall be considered in effect until said specified time expires. Members of the bargaining unit who were employed by the city prior to the effective date of this contract shall not lose any benefits that had accrued to them as of that point in time. All benefits accruing after the effective date of this contract shall accrue in accordance with the contract language herein. Longevity pay shall be discontinued as of the effective date of this contract, and no additional longevity payments shall be made.

CITY OF ROYAL OAK

WITNESSES:

James B. Ellison, Mayor

Date

Mary Ellen Graver, City Clerk

Date

TEAMSTERS LOCAL 214

WITNESSES:

Date

Date
