

JULY 1, 2011 – JUNE 30, 2013
COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN
and
TROY CHAPTER "C" - LOCAL #574
COUNCIL #25 OF AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Resolution # 2011-05-112

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ARTICLE 1 - Agreement

THIS AGREEMENT, entered into this 16th day of May, 2011 by and between the City of Troy, Oakland County, Michigan, a municipal corporation, hereinafter referred to as the "City" and the Troy Chapter "C" of Local #574 affiliated with Michigan Council #25 and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 2 - Purpose and Intent

- A) The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.
- B) The parties recognize the essential public service here involved and that the interest of the community and the job security of the employee depend upon the City's success in establishing a proper service to the community.
- C) To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE 3 - Recognition

Pursuant to and in accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all hourly rated employees of the City in the Engineering Department and Public Works Department (Parks, Streets, Water, Buildings and Fleet Maintenance) excluding part-time and seasonal employees, office clerical employees, and supervisory employees.

ARTICLE 4 - Discrimination and Coercion

- A) The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, religion, political affiliation, or disability.

- B) The Employer will not interfere with the right of the employees to become members of the Union, and shall not discriminate against any employee because of membership in the Union.

ARTICLE 5 - Aid to Other Unions

- A) The Employer will not aid, promote, or finance any labor group which purports to engage in collective bargaining or make any agreement with any labor union for the purpose of eliminating the representation of the bargaining unit named above.
- B) The Union will not officially support strikes of any other labor organizations by picketing or demonstrating publicly on or adjacent to City property. The Employer agrees that if the bargaining unit encounters problems of reporting to work because of threats or violence during a strike, the City will provide protection at the work location and refrain from disciplining employees for not reporting to work if the Employer cannot provide access to the work location.

ARTICLE 6 - Union Security

- A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of employment, to join or pay the service charge.
- C) Employees covered by this Agreement who are not members at the time it becomes effective, but who join after the effective date of this Agreement, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement.
- D) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement, or pay the required service fee on or before the 30th day following the beginning of their employment in the unit.
- E) An employee who shall tender an initiation fee and the periodic dues or service fee uniformly required as a condition of acquiring or

retaining membership shall be deemed to meet the conditions of this section. In no cases shall the service fee exceed the amount of the membership dues.

- F) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than 60 days arrears in payment of their membership dues or fees.
- G) The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken for the purpose of complying with Article 6.

ARTICLE 7 - Union Dues and Initiation Fees

- A) Payment of Check-Off or Direct to Union: Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.
- B) Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form.
- C) Deductions: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
- D) Delivery of Executed Authorization for Check-Off of Dues Form: A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- E) When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become

effective upon date of hire unless said form has not been tendered to the Employer, in which case deductions shall begin upon the Employer's receipt of the form. Deductions shall be made from the appropriate pay of the month and each month thereafter.

- F) Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which the Union membership dues are to be deducted.
- G) Refunds: In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- H) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union by the 25th day of the month in which the deduction is made. The Employer shall furnish the designated financial officer of the Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms but whom no deductions have been made.
- I) Disputes Concerning Check-Off: Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the employee by a representative of the Local Union and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure whose decision shall be final and binding on the employee, the Union, and the Employer. Until this matter is disposed of, no further deduction shall be made.
- J) Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, for the purpose of complying with paragraph G of this section.

ARTICLE 8 - Management Rights

- A) The Union recognizes the City's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Troy in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the City has all the customary and usual rights, power, functions, and authority of management. 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. Among the rights and responsibilities belonging to the City are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase services of others. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.
- B) 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 just 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 as set forth herein is vested exclusively in the City.
- C) The City reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

ARTICLE 9 - No Strike

- A) The Union officers or staff will not cause or authorize or encourage its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the terms of this Agreement.
- B) In the event of work stoppage, or other curtailment, the Union officers (Chapter Chairman and/or Chapter Secretary) shall, within twenty-four (24) hours, notify the involved employee to immediately cease the offending conduct and that they are in violation of the contract. Said notice shall be in writing, with a copy to the City. In the event of failure

of the Union officers to provide this notification, the same may be provided by the City.

- C) The City shall have the right to discipline any employee who participates in or gives leadership to any activity prohibited by this section in disregard of notification provided for above, or to any officer of the Union who fails to provide notification as stated above.

ARTICLE 10 - Stewards and Officers

- A) Employees in the bargaining unit shall be represented by a Chapter Chairman, Vice-Chairman, Chapter Secretary, Chapter Treasurer, and Stewards who shall be regular employees working in that unit. In the absence of a Steward, an alternate may be appointed by the Chairman or Vice-Chairman.
- B) There shall be one (1) Steward per shift for each division shown below:
 - 1) Streets and Storm Drains Division
 - 2) Engineering Division
 - 3) Water and Sanitary Sewer Division
 - 4) Parks Maintenance Division
 - 5) Building Maintenance Division
 - 6) Fleet Maintenance Division
- C) At any time the number of employees in a division exceeds fifty (50), the Human Resources Director will meet with the Chapter Chairman, and an additional Steward may be added.
- D) During regular working hours, either a Steward or the Chapter Chairman may investigate and present grievances to the Employer (as provided in Article 12) without loss of time or pay, provided he shall first receive the approval of his supervisor. Failure of Stewards or the Chapter Chairman to abide by this requirement shall be cause for discipline. Abuse of time away from the job shall be cause for a special conference.
- E) Union stewards assigned to the afternoon shift may request to use personal time to attend Chapter meetings which are scheduled during their regular shift. Such requests will be reviewed on a case-by-case basis and may be approved up to four (4) times per year at the discretion of the Superintendent.

ARTICLE 11 - Special Conferences

Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) but not more than three (3) representatives of the Employer and two (2) but not more than three (3) representatives of the Union. Arrangements for such special conference 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 special conferences shall be confined to those included in the agenda. Conferences shall convene between the hours of 9:00 AM and 4:00 PM. The members of the Union shall not lose time or pay from their regular pay for the time spent in such special conference. This meeting may be attended by a representative of the AFSCME Council and/or a representative of the International Union and may be attended by legal counsel for the Employer.

Special conferences shall not be more frequent than twice each month except by mutual consent.

The Union representatives may meet at a place designated by the Employer on the Employer's property for a maximum of one-half (½) hour immediately preceding such special conference with the representatives of the employee for which a written request has been made.

ARTICLE 12 - Grievance Procedure

A grievance is defined to be any dispute arising under the terms of this collective bargaining agreement or any dispute regarding wages, hours, and working conditions as they relate to members of the bargaining unit or to the Union.

Step 1: Any employee, if he feels he has a grievance, shall discuss the matter with his supervisor before the end of his next regularly scheduled shift following the event, or reasonable knowledge of the event, which gave rise to the grievance. If requested by the employee, his Steward or Chapter Chairman may also be present. The supervisor shall provide an answer before the end of the next regularly scheduled shift of the grievant. For the purpose of this section, supervisor shall be defined as:

- a) Streets and Storm Drains Division, Water and Sanitary Sewer Division, Fleet Maintenance Division, and Parks Maintenance Division: the Field Supervisor. In the absence of the Field Supervisor, or if the issue is not resolved, the

employee may discuss the matter with the Superintendent.

- b) Building Maintenance Division: the Superintendent of Building Maintenance.
- c) Engineering Division: the Supervisory Technician. In the absence of the Supervisory Technician, or if the issue is not resolved, the employee may discuss the matter with the City Engineer.

It is urged and encouraged that these discussions be on a friendly and informal basis and that every effort be made at this point to resolve the problem. If the grievance is not settled within the shift following the shift during which it was filed, it may proceed to Step 2.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing, signed by the grievant, and submitted to the appropriate department director within ten (10) calendar days of the event, or reasonable knowledge of the event, which gave rise to the grievance. The written grievance shall identify the section of the contract which the employee believes was violated, contain a specific statement of facts as to what caused the grievance, and the remedies sought by the grievant.

Within seven (7) calendar days after receipt of the written grievance, the appropriate department director shall discuss the grievance with the Chapter Chairman and the Steward. The employee and the employee's supervisor, as shown in Step 1, may also be present. The Director shall give his written decision on the grievance within seven (7) calendar days after the date of the meeting to the Chapter Chairman, Vice-Chairman, Secretary, Steward, and grievant.

Step 3: Grievances not settled at Step 2 must be filed to Step 3 with the City Manager within seven (7) calendar days of the Step 2 answer. The City Manager (or his designated representative) shall schedule a meeting within fourteen (14) calendar days of the submittal to Step 3 and discuss the grievance with not more than three (3) representatives of the bargaining unit, including the grievant, the AFSCME Council or International Representative, and two (2) representatives of the affected department. The decision of the City Manager on the grievance shall be given to the Chapter Chairman, Vice-Chairman, Secretary, Steward, Grievant, and Council or International Representatives within fourteen (14) calendar days after the date of the meeting.

Step 4: If the Union is not satisfied with the decision of the City Manager (or his designated representative), the decision may be appealed to arbitration by notifying the City in writing within twenty-one (21) calendar days of the receipt of the Step 3 answer. The parties will attempt to mutually select an arbitrator prior to the submission of the grievance to the American Arbitration Association (AAA). For purposes of this paragraph, the attempt to mutually select an arbitrator shall not prolong the time for submitting a Demand for Arbitration to the City of Troy.

Any arbitrator selected shall rule only on contractual provisions as set forth herein. The arbitrator shall have no authority to add to, subtract from, or alter the terms of this agreement, change any wage or salary schedule, or in any way alter the terms of this Agreement. The fees and approved expenses of an arbitrator will be shared by the parties equally.

After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.

Finality of Decision. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 13 - Grievance: General Conditions

- A) A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a representative case and, in such event, the withdrawal without prejudice will not affect financial liability.
- B) The Employer shall make every effort to respond in a timely fashion at each step in the grievance procedure. However, any grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Union.

- C) Any grievance not appealed from a decision of the Employer in one of the steps of the above procedure to the next step as prescribed shall be considered dropped.
- D) An agreement reached between the Employer and the Union in the grievance procedure is binding on all workers affected and cannot be changed by any employee.
- E) The Chapter Chairman or Vice-Chairman and authorized Stewards shall be paid for time lost during working hours in attending grievance meetings with City representatives.
- F) The time limits prescribed in the grievance procedure may be extended with the mutual consent of the parties.
- G) The retroactive effect of any claim shall be limited to sixty (60) calendar days prior to the date of a grievance being filed at Step 2 of the grievance procedure.

ARTICLE 14 - Discharge and Suspensions

- A) Discharge and suspensions shall be in writing to the employee, and a copy shall be furnished to the Chapter Chairman or his designee and mailed to the AFSCME Council Representative within twenty-four (24) hours except Saturday, Sunday, and holidays. The written notice shall generally state the reason(s) for the discharge or suspension.
- B) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and/or the Chapter Chairman of the unit, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward in an attempt to resolve disputes.
- C) Appeal of Discharge or Suspension: Should the discharged or suspended employee consider the discharge or suspension to be improper, a grievance shall be presented in writing through the Steward to the Employer within three (3) regularly scheduled working days of the discharge or suspension. The matter shall be referred to the grievance procedure at Step 3.
- D) Use of Past Record: In imposing any discipline of a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a

period of two (2) years from date of hire, except for information on his medical record. This language shall not preclude the Employer from using a past record to support a history of progressive discipline.

Falsification of any employment application dated May 24, 1993 or later may subject an employee to disciplinary action at any time following the date of application.

- E) Any employee who is reinstated after discharge or suspension shall be returned to the same classification at the same rate of pay or as will be agreed to by both the parties.

ARTICLE 15 - Seniority

- A) Seniority shall be defined for regular employees as the length of continuous employment with the City beginning with the date of initial hire. NOTE: See Article 31 for service date.

- B) Probationary Employees

- 1) New full-time employees hired shall be considered as probationary employees for the first six (6) months of their employment. The six (6) month probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, he shall be entitled to full seniority rights and rank for seniority from the six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees. Discipline of an employee during probation shall be grievable as in sub-section 15.B.2 below. Discharge or termination of any employee during probation shall not be subject to the grievance procedure.
- 2) Any disputes regarding probationary employees will be handled as expeditiously as possible through meetings with the probationary employee's supervisor and the Union Steward. If this meeting fails to resolve the problem, the dispute may be processed one more step, and a meeting will be held with the Human Resources Director, the employee, the Union Steward, the Chapter Chairman, and the Division Head.
- 3) Seniority shall be in accordance with Section A above.

- C) The City shall keep true seniority lists in each division, which will contain each employee's name, seniority date, and classification. Employees hired on the same date shall be placed on the seniority list according to the highest test score. Seniority lists prior to July 1, 1989 will remain unchanged. The list shall be updated each three (3) months. If there is any objection to any of the items therein, the parties shall promptly meet to dispose of the grievance. Any grievance shall be in writing and filed with the Human Resources Department through the employee's supervisor within five (5) working days after the posting of the seniority list. Seniority lists shall be kept separately for the following divisions:
- a) Engineering Division
 - b) Streets and Storm Drains Division
 - c) Fleet Maintenance Division
 - d) Parks Maintenance Division
 - e) Water and Sanitary Sewer Division
 - f) Building Maintenance Division
- D) When an employee moves from one division to another through the posting procedure, he will be entered on that division seniority list according to his length of continued service with the Employer, once he has completed his probationary trial period.
- E) An employee shall lose his seniority and shall no longer be considered an employee for the following reasons:
- 1) If he quits or retires.
 - 2) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
 - 3) He is absent for three (3) consecutive working days without notifying the Employer. In the event the employee is incapable or unable to advise the Employer for reasons or causes beyond the control of the employee, an exception may be made. After such absence, the Employer will send written notification by registered mail to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

- 4) If he does not return to work when recalled from layoffs as set forth in the recall procedure. If deemed proper by the City, exceptions shall be made.
 - 5) Return from unpaid leaves of absence will be treated the same as (#3) above.
 - 6) If he is laid off for a period equal to his seniority at the time of his layoff, or for three (3) years, whichever is the lesser. For this paragraph only, all employees (except probationary employees) will be treated as if they have a minimum of one (1) year seniority.
 - 7) Separation upon settlement covering total disability.
 - 8) If the employee is off the payroll for a period of two (2) years with evidence that the employee will not be capable of performing the regular duties of the position previously held.
- F) If an employee changes to a classification not included in the bargaining unit and, thereafter, returns to a classification within the bargaining unit, he shall have accumulated seniority while working in the interim classification. Employees who have returned to a classification in the bargaining unit shall retain all seniority rights for any purpose or benefits provided in this Agreement. Employees, as of July 1, 1978, who are promoted out of the bargaining unit shall not accrue seniority while out of the bargaining unit.
- G) An employee who changes to a classification out of the bargaining unit and later is allowed to return to the bargaining unit by the Employer must return to the bargaining unit through the posting procedure to a vacancy in the same or lower classification that he previously held prior to leaving the bargaining unit. Such an employee shall have preference over any other employee's promotion to a vacancy created by this situation.
- H) In the event of a layoff of any type, the following employees, notwithstanding their position on the Seniority List, shall continue to be employed as long as there is work available:
- a) Chairman, then Vice-Chairman: In a job classification within the bargaining unit whose duties they can perform, then
 - b) Stewards: In a job classification within their division whose duties they can perform.

Such employees shall be recalled to work for the first vacancy in a job classification within their division whose duties they can perform. The City recognizes these clauses to the extent that these officers and stewards have protected seniority only during their official term of office.

ARTICLE 16 - Layoffs and Recall

- A) When there is a reduction of working forces within a division, the following procedure shall govern in making layoffs: Layoff shall be by division as defined in Article 15.C.
- B) Temporary (excluding employees hired on a seasonal basis for the summer months, April through October), part-time, and probationary employees (in that order) who perform bargaining unit work shall be laid off first within a division before the layoff of any bargaining unit members within that division. When an employee exercises bumping rights into a division as a result of a layoff as explained above, the temporary (excluding employees hired on a seasonal basis for the summer months, April through October), part-time, and probationary employees (in that order) who perform bargaining unit work shall be laid off before the layoff of any bargaining unit members within that division.
- C) If additional layoffs are necessary, seniority employees in the affected division shall be laid off in reverse order of the seniority, provided those who desire to exercise their seniority must be able to perform the remaining work without additional training or additional supervision.
- D) The procedure used to accomplish this shall be as follows:
 - 1) Employees who are displaced by elimination of their job, or another employee bumps them, shall displace an employee with lesser seniority in their division. The employee who cannot displace an employee within their classification shall displace a less seniority employee in a lower classification in their division if the employee is fully capable of performing such work with minimal additional training.
 - 2) Employees who are displaced within their division and going to be laid off shall bump any employee in other divisions with less bargaining unit seniority if the employee is fully capable of performing such work with minimal additional training. An employee bumping to another division may only bump into

the lowest classification in a division and may not bump into a higher classification from that classification which the employee holds at the time of his displacement.

- E) Employees to be laid off for an indefinite period of time shall have at least fourteen (14) calendar days notice of layoff. The Chapter Chairman, Vice Chapter Chairman, and Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- F) When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of the Layoff Section. Notice of recall shall be sent to the employee at his last known address by certified mail.

If the employee fails to call or personally appear to the Human Resources Department within ten (10) calendar days of the mailing date of the notice, he shall be considered as having quit. If the employee calls the Human Resources Department within ten (10) calendar days of the notice, he shall report to work as directed, but be allowed up to fourteen (14) calendar days from the date of the phone call or personal appearance to report to work provided reasons satisfactory to the Employer are given for the requested extension of time.

ARTICLE 17 - Working Hours

- A) The City shall establish normal work schedules consistent with this section for each division which shall be in writing and posted in each division. Work schedules shall include the days of the work week and the hours of the day. Of the work schedules established by the City, the employee may select to work the schedule of his choice pursuant to Article 18, Shift/Schedule Change.

When required by operating needs, the City may change work schedules for any employee or group of employees. Such change shall be given to the employee at least fifteen (15) calendar days prior to the beginning of the new schedule. In case of emergency or other unforeseen circumstance, the Department Director, his immediate subordinate, City Manager, or Assistant City Manager may change the working schedule without the fifteen (15) day notice.

- B) The first shift is any shift that regularly starts on or after 4:00 AM but before 11:00 AM. The second shift is any shift that regularly starts on or after 11:00 AM but before 7:00 PM. The third shift is any shift that regularly starts on or after 7:00 PM but before 4:00 AM. A shift shall

be considered regular for an employee if he is assigned to that shift for at least seven (7) calendar days.

- C) The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The City may establish a five (5) consecutive eight (8) hour day work week other than Monday through Friday for employees hired after July 1, 1975 or for those hired previous to July 1, 1975 who choose to apply for such schedule. However, no employee hired previous to July 1, 1975 shall be forced on a work week other than Monday through Friday.

By mutual agreement of both the City and the Union, a forty (40) hour work week may be established consisting of four consecutive 10 hour days. The establishment of such a work schedule may be done so all year round or for a particular period or season of the year, or during any other appropriate combination or period of time that may be deemed appropriate. In addition, the schedule may be established for any single division, or section of any division, or combination of divisions, as may be deemed appropriate for the work load or assignments of work. The establishment of such a schedule further may provide for 6 day coverage, and the City may schedule a work group on a four-day basis, Monday through Saturday, as long as work schedules for employees are scheduled in a consecutive four-day period. Seniority by classification shall determine which work group the employee is assigned to. In addition, the following provisions for establishment of the four-day, 10-hour shift shall apply:

- 1) Overtime - The overtime provisions applying to ten (10) hour days shall be waived in order to provide 10 hours of straight time each regular work day. Any time worked in excess of ten (10) hours shall be paid at the regular overtime rates. Any time worked in excess of their regular forty (40) hour week shall be paid at the regular overtime rate.
 - 2) Vacation and Sick Leave - Vacation and sick leave days shall continue to accumulate at the same rate as spelled out in the contract. If an employee takes a vacation or sick day, he will be charged with ten (10) hours of vacation or sick time.
 - 3) Jury leave, funeral leave, and holidays shall be paid at the rate of ten (10) hours if the employee is on the 10-hour shift.
- D) Employees who are scheduled to work and report in, but are sent home due to lack of work or inclement weather conditions will be paid a minimum of four (4) hours at straight time or, if scheduled overtime, at the appropriate rate of pay.

- E) All employees shall receive two (2) wash-up periods: five (5) minutes to be taken at lunch, and ten (10) minutes to be taken at quitting time. The City will put hand cleaner into vehicles where employees would normally be working under unsanitary conditions or conditions hazardous to the employee's health.
- F) All employees will receive a one-half hour lunch break (unpaid) to be taken at the middle of each shift whenever possible.
- G) Employees may take a coffee break fifteen (15) minutes in the a.m. and a coffee break of fifteen (15) minutes in the p.m., or fifteen (15) minutes in the first half and the second half of their regular shift, whichever may apply.
- H) When the continuation of a regular work shift results in an overtime situation of two (2) hours or more in length, the employee is entitled to a paid 15 minute break prior to working overtime.
- I) In an unscheduled overtime situation of two (2) hours or more in length, an employee shall receive a paid fifteen (15) minute break for every two (2) hours worked, or two-tenths of an hour's pay will be added to his time worked.
- J) If the employee works more than four (4) hours overtime, he shall receive a one-half hour unpaid lunch break, if the employee so desires. All employees in a work group must agree to either take or not take a lunch break.
- K) The time off shown for lunch break, coffee breaks, and wash-up periods shall apply to the total time the employee may discontinue performance of assigned work.
- L) The City agrees that the Water Department shall not schedule regular afternoon shifts between the start of the pay period immediately following April 1st and the start of the pay period immediately following November 1st except as absolutely necessary because of the work load.

ARTICLE 18 - Shift/Schedule Change

- A) Shift/Schedule preference will be granted on the basis of seniority within the same job classification in each division, providing the employee is qualified to perform the work required with no more than 5 days additional training.

- B) This section shall become effective at such time there is a vacancy and at the start of the pay period immediately following April 1st and November 1st of each year. (Note: Building Maintenance Division shall only have shift/schedule change on August 1 of each year.)
- C) The City will post a notice of each pending shift/schedule change date approximately one month in advance. Employees must submit their request for shift/schedule selection to their supervisor no later than ten (10) calendar days prior to the shift/schedule change date. Those employees who do not select a shift/schedule as required will be assigned to the remaining positions by the Employer.
- D) Employees must remain on their shift/schedule until there is an appropriate vacancy or until the next regular shift/schedule change date.
- E) In the event that a Fleet Maintenance employee is ordered by subpoena at least two weeks in advance to appear in court on behalf of the City of Troy, the employee's shift will be changed for the duration of the subpoena. If there is less than two weeks notice, the employee will be paid overtime for time worked outside of the employee's regular work hours.

ARTICLE 19 - Attendance

- A) Unless on an approved leave, employees are expected to be at work and to observe the working hours established by the City.
- A) All employees who report late shall be penalized by way of a pay deduction in multiples of 1/10th of an hour. Payment shall be made to the nearest 10th of an hour. Habitual tardiness shall be cause for disciplinary action up to and including discharge.
- C) If an employee is unable to report to work at his established starting time, he shall notify the supervisor prior to the time his shift is scheduled to start unless mitigating circumstances make such notification impossible. Failure to do so may result in disciplinary action.
- D) Arrangements for time off, except sick leave, must be made in advance with the employee's immediate supervisor, in accordance with the provisions regulating leaves.

- E) All AFSCME members will continue to take 104 hours per year of furlough time, and their biweekly pay shall be reduced by the number of furlough hours taken during that pay period. The member may choose the dates the furlough time will be served; however, 104 hours must be taken between July 1 and June 30 each fiscal year. The mandatory use of furlough time shall not end with the expiration date of the contract. In cases where there are conflicts between furlough time selected and the number of employees that can be permitted off by the Department, the furlough time shall be determined by seniority among the employees involved. It shall be at the discretion of the Division Head to determine how many employees may be gone at any one time on furlough time.

The use of furlough time shall not create overtime; however, employees who are off on furlough time but get called in to work overtime will be paid at the appropriate overtime rate. In the event an AFSCME member is asked by the City to work on a selected furlough day, the member will select furlough time for a later date in the same manner as outlined for vacation in Article 39.

Any leave days for which unemployment compensation is sought shall not be credited as furlough days under this agreement.

ARTICLE 20 - Overtime

- A) Employees will be paid one and one-half (1½) times their regular hourly rate for time worked in excess of eight (8) hours on the employee's scheduled shift, forty (40) hours in any work week.

An employee who works more than 8 hours in a scheduled work day, or in excess of 40 hours in a week, may request to be granted time off equivalent to the hours worked with the Field Supervisor's approval. Such time off shall be taken during the work week in which the overtime was worked. If the employee does not take the time off during the same work week in which it was worked, the employee shall be paid for the overtime at the appropriate premium rate. For purposes of this subsection, it is understood that the work week begins on Saturday and ends on Friday.

- B) The scheduled shift shall commence at the employee's start time and continue twenty-four (24) consecutive hours, except on Sundays and holidays which shall be considered from midnight to midnight. From midnight of a holiday or Sunday to the scheduled starting time, pay shall be at 1½ times the employee's normal hourly rate. This

paragraph may be waived with the mutual consent of the City and the Union.

Whenever an afternoon shift goes beyond the midnight hour and into a designated holiday, no overtime rate will apply for those hours past midnight that are part of the normal scheduled shift.

- C) When an employee is called into work at other than his scheduled working time, he shall be paid a minimum of three (3) hours at the appropriate premium rate unless the hours are contiguous with the employee's regularly scheduled work hours, in which case the employee will be paid one and one-half his regular rate for actual hours worked. Employees called in on Sunday or holidays will be paid a minimum of three (3) hours at double time plus the holiday pay.
- D) Double time shall be paid for hours worked on:
 - 1) Sunday (when not a part of the regular scheduled work week) or the employee's seventh day.
 - 2) Holidays and designated holidays. This is in addition to holiday pay.
- E) Time granted for sick leave, funeral leave, holidays, or vacation leave shall be construed as time worked in the computation of overtime.
- F) There shall be no duplication of overtime for the same hours worked, and employees shall not be paid twice for the same hours recorded as hours worked.
- G) Wherever practical, overtime occurring as a result of the extension of normal working hours shall be performed by the employees regularly assigned to the functions continuing beyond the regular quitting time.
- H) Other overtime shall, wherever practical, be distributed equitably among the employees working in the classification in which the overtime occurs and posted every two (2) weeks on the official bulletin board. Records of overtime worked shall be maintained by the division for each classification. The records will show overtime worked as well as that charged when employees are not available. Employees will not be charged for overtime while on vacation provided they give at least three (3) days notice and take a minimum of two (2) days vacation time.

Such records shall be reviewed periodically with the Steward in order that reasonable distribution of available overtime will be maintained.

On May 1st and November 1st of each year, the amount of accumulated hours shall be reduced to zero for all employees. Both parties recognize that all employees listed on the overtime list will not have the same amount of overtime hours. The Employer agrees to maintain as little difference in overtime hours between employees as possible. Overtime in each classification shall be posted every two weeks if overtime is worked during the two-week period prior to posting. If no overtime is worked, no new posting will be required.

- I) Overtime occurring in an emergency situation shall be assigned within the discretion of management, with the employees in the division by classification given initial consideration. Errors in the distribution of overtime in or out of a division by classification will be corrected by subsequent distribution of available overtime.

When flagrant abuse in the distribution of overtime occurs, a settlement of the dispute shall be in payment of lost overtime instead of subsequent distribution of overtime available.

- J) Employees who are reassigned to a different shift due to an emergency shall receive time and one-half (1½) for all hours worked in excess of his eight (8) hours within the twenty-four (24) hour work period prior to the shift change.
- K) Employees who are required to cover more than twelve (12) hours of work on a regular scheduled shift and do not report for work for the next regular shift shall be paid for the day by deducting the day from the employee's sick bank. Days so deducted shall not be used to document a case of absenteeism for purposes of discipline.

During emergency situations (such as snow removal), circumstances may exist when employees have worked less than a 12-hour shift and due to unforeseen conditions worked without sufficient prior rest, the superintendent may allow the use of sick time during regular shifts similar to that outlined in this section.

ARTICLE 21 - Classifications

- A) Typical work assignments associated with each classification and position are listed in Appendix B. Said Appendix B is not intended to be all inclusive, but is only submitted as a point of reference.
- B) The City acknowledges that the position hyphenated within each classification shall be the primary work responsibility of the appropriate employees.

- C) The City shall have the right to assign an employee to another position in his classification or any lower classification on a temporary basis.
- D. When a new classification is established within the bargaining unit, the City shall notify and meet with the Chapter Chairman, the Vice-Chairman, and the Secretary at least 30 days prior to the establishment of a permanent rate structure. In the event the Union does not agree that the rates established are proper, they shall be subject to negotiations. The City may establish a temporary rate for a period not to exceed ninety (90) days for the new classification.

ARTICLE 22 - Posting of Vacancy

A) Postings

- 1) In the event of a vacancy or newly created position which the Employer elects to fill and for which there is no valid eligible list, the Employer shall post the vacancy or new position at least seven (7) calendar days in all divisions. The posting shall include a description of the qualifications, hours of work, typical duties, division, testing dates, and date of appointment. A copy will be given to the Chapter Chairman. The City shall provide the Chapter Chairman with a copy of the test results and notify the successful employee within ten (10) working days after the final testing date.

Upon the conclusion of the written test for a classification, a pre-qualification list of written test results shall be established which shall remain valid for a period of one (1) year. Six (6) months after the creation of the pre-qualification list, those employees who failed the written test and those employees who were on probation and thus ineligible at the time the last test was administered may request to be tested. Such requests must be submitted in writing not later than two (2) weeks after the six-month date, as stated in the test notification letter. Employees passing this test shall have their names and test scores added to the pre-qualification list; such test scores will expire on the date the pre-qualification list expires.

Upon the conclusion of the testing procedures for a classification within a division, an eligible list shall be created which will remain valid for the division for six (6) months from the date certified. Subsequent vacancies in that classification

for that division shall be filled from the eligible list. In the event of a vacancy in the same classification as that for which the eligible list was created but in another division, those employees on the pre-qualification list (and those employees in the same classification as the vacancy who are interested in transferring from a different division) will be offered the opportunity to interview for the new vacancy. The resultant eligible list shall remain valid for that division for six (6) months from the date certified. Employees who decline to be interviewed for the new vacancy shall remain on the pre-qualification list.

Section A.1. shall be subject to renegotiation upon expiration of the collective bargaining agreement.

- 2) A vacancy in a classification or a newly created position within a classification shall be filled in the following order: (a) by employees in the same division with the same classification who work a different shift, (b) by promotion requests within a division and voluntary demotions from within the division, (c) by transfer requests from outside the division from employees with a classification which is equal to or higher than the classification of the vacancy, (d) by promotion requests from another division. The senior qualified employee shall receive the position according to the above procedure.
- B) Employees will be placed in their new classification within eight (8) weeks of being offered the position.
 - C) Employees who request and are awarded their classification change shall not be entitled to request any other change for a period of nine (9) months, in the event:
 - 1) The request was for a lower rated classification, or
 - 2) The employee declined during the probationary trial period. In this case, the classification shall promptly be posted.
 - D) Employees awarded a classification change shall have a probationary trial period not to exceed three (3) months to qualify for such classification. This shall permit the City to disqualify the employee prior to the completion of such probationary trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former classification and schedule without loss of

seniority, and shall be given the reasons for their disqualification in writing.

- E) Any employee who feels aggrieved upon disqualification may submit the matter to the grievance procedure, and the City must be able to show that the disqualification was justified.
- F) This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available.

ARTICLE 23 - Promotions

- A) In the promotion of employees governed by this Agreement to classifications within the bargaining unit, seniority and qualifications will govern.
- B) Qualifications shall be determined by the Employer and will be applied in a fair and equitable manner to all applicants.
 - 1) The Employer shall have a standard test which may include but not be limited to written, oral, practical, or combination thereof for each classification, and test questions shall pertain only to duties and responsibilities of that classification. Passing grade shall be told to employee prior to the test.

Should an oral board be assembled, not less than 1/3 of the board shall be from outside the City employment.

ARTICLE 24 - Transfers

In the event of a vacancy or a newly created position, employees in the same classification as the vacancy shall be given the opportunity to transfer to another division on the basis of seniority according to Article 22, Posting of Vacancy, if the employee requires no more than five (5) days additional training.

Employees who request and are awarded a transfer to an equal classification shall be prohibited from being considered for any other transfer to an equal classification for a period of two (2) years from the date of the original transfer. This provision shall not apply to employees who merely change shifts within a division.

ARTICLE 25 - Temporary Assignments

Temporary assignments calling for the performance of work required by a higher classification for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. where such assignments exceed one (1) week per assignment, will be granted to the senior employee provided he is qualified to perform the work without additional training. Such employees will receive the next higher rate of pay above their own for the classification to which they are assigned for all hours worked for performing such work in excess of five (5) consecutive days or in excess of thirty (30) working days within any twelve (12) month period.

Chapter Chairman and the Steward of the affected department will receive notification of all temporary assignments performing bargaining unit work.

ARTICLE 26 - Supervisory Personnel

Supervisory employees shall not perform work normally assigned to Union employees covered by this Agreement. The limitation shall not apply, however, in cases to correct an immediate situation or in the case of the training or instruction of employees involving less than one-half ($\frac{1}{2}$) hour of work. Such training and instruction shall include a review of work assignments and diagnostic activities as needed, but shall not be implemented as a pretense for performing bargaining unit work.

Supervisors shall not perform bargaining unit work if any employees in their division are on layoff unless there is an emergency which requires such work.

ARTICLE 27 - Temporary and/or Part-Time Employees

A) Temporary Employees:

- 1) Temporary employees shall be defined as (a) those employees hired on a temporary basis to work full-time for a period not to exceed four (4) months in any one (1) year, or (b) Interns hired on a temporary basis to work for training purposes up to 40 hours per week and pursuant to the duration requirements of the educational institution. Interns shall not be worked in lieu of hiring full-time employees. The total number of interns shall not exceed 30% of the regular full time employees in a division.

- 2) The total number of temporary employees shall not exceed 30% of the regular full-time employees. The City will provide the Union with the number of budgeted AFSCME positions each fiscal year.
- 3) Temporary employees will only be used to supplement the regular work force when needed.
- 4) Any temporary employee continuing employment after four (4) months shall be deemed a full-time employee and required to join the Union or pay a service fee, and he shall not obtain any seniority until he has completed three (3) months as a full-time employee.

B) Part-Time, including Co-Op, Employees:

- 1) Part-Time employees shall be defined as those employees hired on a part-time basis and shall not work more than twenty (20) hours per week.
- 2) The total number of part-time employees shall not exceed fifteen percent (15%) of the total work force covered by this Agreement at any one time.

C) Temporary and/or part-time employees, during their employment under such status, are not entitled to compensation or fringe benefits other than their rate of pay.

D) Temporary and/or part-time employees shall not be worked overtime in place of available full-time employees.

E) Employees hired temporarily in the Parks Maintenance Division shall not be subject to this Article from April 1st to October 31st of each year except as provided in Section 27.A.3. However, temporary employees who have completed up to four months in another division may transfer to the Parks Maintenance Division providing 1) they do not work beyond October 31st, 2) that the total number of temporary employees in the Parks Maintenance Division does not exceed the original number of designated temporary positions, and 3) they are performing only Parks Maintenance Division work.

F) On March 15, May 15 and July 15, the City will notify the Chapter Chairman of the temporary and part-time employees hired. A fourth notification will be provided upon request of the Chapter Chairman.

ARTICLE 28 - Subcontracting

The City will not subcontract work normally performed by bargaining unit personnel, unless:

- 1) The requisite manpower or time, skills, tools, or equipment are not available; or
- 2) The work cannot be as economically performed by the bargaining unit personnel.
- 3) Management will advise the Union of those construction projects involving subcontracting.

ARTICLE 29 - Safety

- A) The City agrees to maintain sanitary, safe, and healthful working conditions in accordance with the Michigan Department of Labor.
- B) The City will maintain adequate and suitable first aid facilities in accordance with the Michigan Department of Labor.
- C) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which will be furnished to them hereunder and will comply with the safety, sanitary, or fire regulations issued by the City (per Michigan Department of Labor).
- D) The Safety Committee shall be composed of six (6) members: One (1) representative of the Risk Management Department, two (2) members appointed by the City, and three (3) members appointed by the Union. The two (2) members appointed by the City and at least two (2) of the three (3) members appointed by the Union shall serve for one (1) year rotating terms, except the Union Vice-Chairman shall not rotate.

The Safety Committee shall attempt to meet monthly and discuss current safety problems. It shall be the Committee's responsibility to make recommendations on safety to both the City and the Union.

ARTICLE 30 - Training

- A) The City may authorize in-service training programs without loss of pay for employees to take schooling in the interest of the City. In such

cases, the employee shall be required to return to the City employment for a specified time after completing said schooling, not to exceed one year.

- B) The City's tuition reimbursement program will be made available to bargaining unit employees as spelled out below. If any employee's request for reimbursement is denied, the Union and the employee will be advised of the reason for the denial in writing.

An employee on the payroll may be eligible for tuition reimbursement under the following conditions:

1. Reimbursement shall be for one-half ($\frac{1}{2}$) (100% effective 7/1/04) of the employee's actual tuition cost and shall not duplicate any financial aid such as scholarships, grants and aids, GI Bill, etc.
2. Reimbursement shall be tuition costs only and shall not include other fees or expenses.
3. Courses included in this program must be (a) work-related and (b) approved by the City Manager. Effective 7/1/04, courses included in this program must be (a) required for an Associates or Bachelors degree that is organizationally related, and (b) approved by the City Manager.
4. The course must be taken at an accredited school or university, but does not have to be a credit course.
5. A final grade of "C" or better must be achieved.
6. No employee shall receive more than \$500 (\$2,000 effective 7/1/04) under this program in any fiscal year.

To participate in this program, an employee must submit an application and request reimbursement through the following procedures:

1. The employee must submit an application form which must then be reviewed by the Department Head and City Manager.
2. The application must be submitted within one month of the starting date of the course.
3. To receive reimbursement, the employee must submit verification of (a) tuition cost per credit hour, (b) his payment of the tuition, and (c) the final grade of the course.

4. A check request for reimbursement of an approved course must be submitted within one year of the completion date of the course.

Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City for the full amount of reimbursement if the employee voluntarily resigns or is discharged for just cause within two (2) years (three (3) years effective 7/1/04) of the completion of the course.

- C) Mandatory training sessions will, as much as possible, be scheduled during regular working hours. If a mandatory training session cannot be scheduled during regular working hours, the employee's regular working hours will be changed to fit the training session hours. Additional training not mandated by the City but beneficial to the City and the employee shall be accommodated by rescheduling the employee's hours so that the employee will attend said training while on normal working hours provided the employee receives advance approval of the department head.
- D) Employees in the MSE-F, Trade Specialist I and MSE-G, Trade Specialist II classifications in the Fleet Maintenance Division as of January 1, 1990 will be reimbursed for the cost of renewing mechanic certifications. Probationary employees in these classifications who possess mechanic certifications as of January 1, 1990 will be eligible for future reimbursement of certification renewals after successfully completing their probationary period. Effective September 8, 2000, employees in the MSE-D, Equipment Serviceman I (Fleet Maintenance) classification will be included with those classifications eligible for reimbursement for the cost of renewing the above-referenced State mechanic certifications.

Fleet Maintenance employees in the MSE-D and MSE-F classifications who possess a valid Master Automobile Technician Certificate, and Fleet Maintenance employees in the MSE-G classification who possess a valid Master Truck Technician Certificate issued by the National Institute for Automotive Service Excellence (ASE), shall receive one hundred dollars (\$100) per month. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining each ASE certificate, and to provide the Fleet Maintenance Superintendent with the necessary documents verifying the receipt and maintenance of the Master Technician Certificate.

ARTICLE 31 - Leaves of Absence

Leaves of absence may be granted by the City Manager without pay and without loss of seniority, but with an adjustment for service date (service date is defined as seniority date less any unpaid leave and is used for all wage and fringe benefit calculations) for the following reasons and reasonable periods of time:

- 1) Service in any public elected position, except Troy Municipal, for a period not to exceed two (2) years.
- 2) Medical Leave and Illness (physical or mental) - Not to exceed eighteen (18) months with medical certification to the City, unless retired for permanent disability.
- 3) Personal Leave: Up to thirty (30) days; such leave will not be granted for obtaining other employment. Up to six (6) months for maternity as long as such leave occurs in conjunction with childbirth.
- 4) Educational Leave: Up to six (6) months - no more than one such leave will be granted every two (2) years.

Nothing herein shall be interpreted in conflict with the provisions of the Family Medical Leave Act (FMLA). (Reference Administrative Memorandum 1-P-77 Family and Medical Leave Policy.)

ARTICLE 32 - Military Leave

- A) Any employee who leaves the City's service for compulsory military duty shall be placed on military leave without pay. Such leave to extend through a date of ninety (90) days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided he makes application within ninety (90) days after his release from duty under conditions other than dishonorable and is physically and mentally capable of performing the duties of the position involved. An employee who leaves on Military Leave shall be paid for any accrued vacation time due him at the time he leaves. An employee returning from Military Leave shall have unused sick leave credits restored to him.
- B) The Selective Service Act, as presently existing or as it may be amended from time to time, shall govern the re-employment rights of returning servicemen.

- C) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted one unpaid leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this agreement. Such leave must be applied for within one (1) year of reinstatement.

- D) Employees who are in some branch of Armed Forces Reserve or the National Guard will, after completion of their active duty requirement and during their initial enlistment period, be paid the difference between their reserve pay and their regular pay with the City provided proof of service and pay is submitted:
 - 1) When they are on full-time active duty with Reserves or National Guard, not to exceed two weeks in any one year, and
 - 2) When they are activated for a domestic emergency, not to exceed two weeks in any one year.

- E) Employees called involuntarily to active duty as a reservist of the Armed Forces shall, in addition to what is required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), be provided leave with pay and benefits as described in the Letter of Understanding dated February 21, 2002.

ARTICLE 33 - Jury Leave

An employee may be given necessary time off without loss of pay when performing jury duty or serving as witness under subpoena when not a principal in the suit. All fees paid to an employee for any such service or for serving as witness under subpoena when not a principal in the suit, other than meals or travel allowance, shall be returned to the City. The term "without loss of pay" pertains to a normal forty (40) hour work week.

Employees assigned to the afternoon shift and serving a jury duty assignment which extends beyond one (1) working day may request to be reassigned to the day shift for the duration of their jury duty assignment. Such request will be reviewed on a case-by-case basis and may be approved at the discretion of the Superintendent.

ARTICLE 34 - Leave for Union Business

- A) Any employee who is elected or appointed to full-time office or position in the International Union or its affiliates which makes it necessary to leave his employment shall retain his seniority and shall accumulate seniority only for the purpose of layoff during the time he holds this position.

The City will grant a leave of absence to employees so elected or appointed upon the request of the Union, with said leave to be reviewed annually on request. No leave shall be granted or extended for a period of more than one (1) year.

- B) Two (2) members of the Union, during each year, elected to attend a conference and/or convention of the International Union, shall (each) be allowed up to one (1) week off without loss of pay to attend such function. Written notice shall be submitted to the Employer by the Local Secretary of the Union at least thirty (30) days in advance.

ARTICLE 35 - Sick Leave

- A) Seniority employees are allowed one (1) day sick leave credit for each month in service, beginning with the first full calendar month of service. No sick leave will be granted before it has been earned. Unused sick leave credits may accumulate to the total of thirty-six (36) days.
- B) On or before the twentieth of December of each year, an employee will be paid a day's pay for each sick leave day accumulated in excess of thirty-six (36) days as of the last pay period in October of that year, and the balance shall be reduced to a maximum of thirty-six (36) days.
- C) Probationary employees will be credited with sick leave earned after they complete their probationary period.
- D) Upon retirement or upon the death of an employee, unused sick leave credit will be paid to the employee or his beneficiary up to a maximum of thirty-six (36) days. For the purpose of this section, the term "retirement" shall exclude deferred retirement.

Employees being laid off will receive full pay for unused sick leave on the books as of the layoff when his seniority has run out (consistent with Article 15, Section E, 6) or three (3) years has elapsed, whichever is lesser.

- E) Employees shall be notified of their sick leave credits during the month of January of each year.
- F) Any employee who, because of illness or injury, is off of work for three (3) consecutive days shall be required to submit a physician's certificate indicating that he is capable of returning to work and performing his job prior to his being allowed to return to work.
- G) Employees who, within a twelve (12) month period, use an excess of six (6) sick days shall be required to submit a physician's certificate of illness or injury in order to receive sick leave pay for any day beyond the six days used. Sick days used for which a physician's certificate of illness or injury has been received shall not be counted as part of the first six (6) sick leave days used.
- H) The City shall have the right to send an employee to the clinic before permitting his return to work. If the clinic agrees that the employee is able to return to work, the time spent leaving the worksite, going to clinic, and returning to the worksite during the employee's regular work schedule will be considered working time. If the clinic determines that the employee is not able to return to work, such time spent going to the clinic will be on the employee's own time.
- I) Employees may use sick leave for any legitimate illness or injury to themselves, their spouse, dependent children, or mother or father who reside with the employee, pursuant to Section G above.
- J) Physician shall be defined as a person duly authorized and licensed by the State in which treatment is provided to treat diseases and injuries and to practice medicine.
- K) Effective October 16, 2000, an employee may be granted up to the number of hours equivalent to three (3) regular work days as paid personal business time in any one calendar year for attending to personal business that cannot be scheduled other than during normal work hours.

In order to be eligible for personal leave days, the employee must receive the Department Head's approval three (3) working days in advance, except in the case of emergency.

Probationary employees are not eligible to take personal business time until the completion of their probationary period.

ARTICLE 36 - Funeral Leave

Employees shall be allowed up to five (5), eight-hour working days or four (4), ten-hour working days if on a four-day work week, as funeral leave days for a death in the immediate family for attending to funeral arrangements and attending the funeral. The immediate family will consist of husband, wife, son or daughter, mother or father, brother or sister, grandchild or grandparent, stepchild or stepparent of the employee or spouse.

If a death occurs of one of these family members while the employee is on vacation, the employee may submit a written request to the City that his status be changed from vacation to funeral leave.

ARTICLE 37 - Suspension of Leaves

The leaves provided in this Agreement of holidays and vacations may be temporarily suspended during any period of emergency declared by the City Manager or Assistant City Manager. Notice of such suspension of leave shall be given to the Chapter Chairman and employee affected with later confirmation in writing.

ARTICLE 38 - Holidays

A) The paid holidays are as follows:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Fourth of July
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Friday after Thanksgiving Day
- 8) Day before Christmas
- 9) Christmas Day
- 10) Day before New Year's

and three (3) floating holidays.

Employees who don't work on a holiday designated above will be paid their current rate based on a regular eight (8) hour day for said holiday.

B) Should a designated holiday fall on Sunday, Monday shall be considered as the designated holiday. Should a designated holiday fall on Saturday, Friday shall be considered the designated holiday.

1. When working a four (4) day, ten (10) hour shift, the following schedule will apply:

Should a designated holiday fall on the employee's 5th day, the employee's 4th day shall be considered as the designated holiday. Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday. Should the designated holiday fall on the employee's 6th day, the employee may request to opt for the 4th or the 1st day of his shift to be the designated holiday. Such request must be made no later than three (3) days in advance and secure the approval of the Division Head. The Division Head will answer the request within three (3) days.

2. When working a five (5) day, eight (8) hour shift other than Monday through Friday, the following schedule will apply:

Should a designated holiday fall on the employee's 6th day, the employee's 5th day shall be considered as the designated holiday. Should a designated holiday fall on the employee's 7th day, the employee's 1st day shall be considered as the designated holiday.

- C) In order to receive pay for the designated holiday and/or holiday, an employee must not have been absent without leave on either the work day before or after the holiday. Holiday credits are not granted employees on unpaid leaves of absence.
- D) To use the floating holidays, the employee shall give three (3) days prior notice. No more than one third of any Division shall use the floating holidays on the same days. In case of conflict, seniority shall govern the choice of employees to receive the days off.
- E) If an employee assigned to the weekend shift requests to use available leave time to take the day off on Easter Sunday, it will not be denied. Such request must be submitted at least three (3) work days in advance.

ARTICLE 39 - Vacation Leave

- A. Employees shall accrue vacation leave in accordance with the following schedule:

1. Start through 4th anniversary date: 5/6th day vacation credit for each month worked (10 days).
2. 4th through 10th anniversary date: 1¼ days vacation credit for each month worked (15 days).
3. 10th through 18th anniversary date: 1-2/3 days vacation credit for each month worked (20 days).
4. After 18th anniversary date: 2-1/12 days vacation credit for each month worked (25 days).

Any fractional part of a day shall be rounded off to the nearest whole day. For the purposes of this section, an employee must have been paid ten (10) days within a month to accrue vacation leave.

- B) During the month of January of each year, an employee shall receive a record showing the amount of vacation time he is eligible to receive in the present calendar year. An employee's request for vacation shall be submitted to his Division Head no later than April 1st of each year. In cases where there are conflicts between vacation time and where the number of employees requesting to be off exceeds the number allowable in that department, vacation choice shall be by seniority among the employees involved. Employees with vacation leave credited who do not schedule their vacation prior to April 1st may select available vacation periods without seniority preference. It shall be at the discretion of the Division Head to determine how many employees may be gone at any one time on vacation.
- C) Vacation leave will not be charged for a holiday when that holiday falls within an employee's scheduled vacation.
- D) Vacation leave may be taken for periods of less than one week with the prior approval of the Division Head. Once floating holidays have been taken, vacation time of less than one week may be approved up to a total of five occurrences. Additional occurrences may be taken upon approval of the Division Head on an individual case basis. Vacation approval of less than one week shall not be unreasonably denied.
- E) In January of each year, up to 80 hours of his previous year's unused vacation leave may, at the employee's option, be paid to the employee at his current hourly rate. All other vacation leave must be taken in the calendar year following the year in which it was earned, unless advance written approval for carry-over is obtained from the City Manager.

- F) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day (eight hours) while on vacation and will receive credit for any benefits provided for in this Agreement.
- G) Employees shall be entitled to receive pay for accumulated vacation leave credit, including that accumulated in the current year, upon termination of employment unless one or more of the following applies:
 - 1. An employee fails to give at least ten (10) working days notice in advance of his termination date, except for the death of the employee.
 - 2. A probationary employee leaves the City prior to the completion of probationary period.
- H) Any employee who requests and is granted vacation leave between January 1st and April 15th shall receive one day additional vacation for each week scheduled and taken in that time period. Said extra day or days must also be taken during that period, but do not have to be taken in conjunction with the actual week taken.
- I) To use vacation leave, the employee shall give three (3) days prior notice. Requests of less than three (3) days notice may be approved at the supervisor's discretion. Notice of approval or denial of requests for vacation leave will be provided within ten (10) working days of the date the request is submitted.

ARTICLE 40 - Job Incurred Injury

This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Worker's Compensation benefits. The parties to this Agreement understand that Worker's Compensation benefits are paid in accordance with applicable Worker's Compensation laws of the State of Michigan, but that supplemental payments are made subject to the employee: (1) treating with the City-designated clinic for the first ten (10) days after the injury, (2) providing periodic updates or reports from the employee's physician if requested by the City, and (3) consent to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this article.

- A) Any employee who receives a disability in the performance of his work may draw upon any of his leave until Worker's Compensation insurance starts. After Worker's Compensation starts, the City shall supplement the compensation benefits up to the employee's normal salary without loss of any leave. If compensation continues so that the first three (3) days are picked up, the City shall credit the employee with up to five (5) days used. The City's contribution shall continue for a maximum of thirty (30) days, at which time the Short-Term Disability Insurance shall become effective.
- B) Effective January 1, 1985, the City shall pay 80% of the employee's daily rate (excluding overtime and shift premium) for each day during the first week of job-incurred disability which is not covered by Worker's Compensation benefits. An employee shall be limited to a total of forty (40) hours per calendar year under this section. Any disability claims in excess of the forty (40) hour limit shall be covered by Section A.

ARTICLE 41 - Disability Insurance

- A) The City will provide short-term disability insurance for all employees. Said insurance will provide approximately sixty (60) percent of an employee's gross salary after a thirty (30) day waiting period for a maximum of fifty-two (52) weeks. If available, a charge of up to eight (8) hours per pay period of the employee's accrued leave time, together with this insurance and a supplement from the City, will provide approximately 80% of the employee's gross salary.
- B) Long-term disability insurance will be provided by the City for all employees with three or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. Said insurance shall provide approximately fifty (50) percent of gross salary beginning 12 months after an extended absence due to sickness or accident. If available, a charge of up to eight (8) hours per pay period of the employee's accrued leave time, together with this insurance and a supplement from the City, will provide approximately 70% of the employee's gross salary.

The insurance shall continue until the employee's death, retirement, or return to work. However, in the case of non-duty disability, such coverage shall not exceed a period five (5) years.

- C) Coverage shall be adjusted every six (6) months and shall be based on full \$500 units of base pay.

ARTICLE 42 - Life Insurance

The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary, with a minimum policy of \$14,000. This insurance shall be term insurance with the employee contributing ten (10) cents for each \$1,000 of insurance per pay period. Each employee shall have a policy issued to him. This policy shall provide double indemnity for accidental death.

ARTICLE 43 - Hospitalization and Medical Insurance

A) The Employer will provide hospitalization and medical insurance for those employees who elect to be covered for the following programs:

Blue Cross/Blue Shield (PPO) with MVF-I Master Medical Option I with the following riders: TRUST-15, PLUS-15, \$5.00 deductible prescription (for employees hired after January 1, 2004) \$5/\$10 PDR for generic/brand name drugs), D45NM, F, SA, G65, ML, FAE-RC, VST, RM, and optical for the employee and family including the following programs: Predetermination and MSO (Mandatory Second Surgical Opinion), and the following protocols for prescription drugs: Mandatory Generic, Step Therapy and Prior Authorization. The Employer's initial responsibility of paying premiums for medical insurance shall be \$700 per month. Any increase in the cost of medical insurance in excess of \$700 will be paid by deducting 50% of the premium increase from the employee's paycheck, but not more than \$85 per month. In the event the cap for health insurance for the City of Troy Classified and Exempt employee groups is increased beyond \$700 during the term of the collective bargaining agreement, the same increase shall be applied at the same point in time to the cap for health insurance for members of this bargaining unit.

The City pays 50% of the cost of Family continuation coverage for eligible children between the ages of 19 and 25 years. The remaining cost is deducted from the employee's paycheck on a bi-weekly basis.

The City may purchase equivalent or better medical insurance from another carrier provided prior notice is given the Union in a special conference.

B) A dental program for the employee and family, including Class I benefits with a 10% employee co-payment of claims and Class II benefits with a 10% employee co-payment of claims. Said coverage for Class I and Class II shall be 10% employee co-payment of claims up to a maximum coverage of \$1,000 per year. The employee shall

contribute fifty (50) cents each pay period for this program. Effective July 1, 1985, the City will provide orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19. Effective July 1, 1986, the City has the right to provide the above-mentioned coverage through a self-funded program.

- C) All employees shall receive insurance policies explaining coverages for all insurance coverage they receive.
- D) Following contract ratification, employees who choose not to subscribe to medical insurance will receive \$250 per month.

If two City of Troy employees are married to each other, one of them must opt out of the health insurance and dental insurance coverage. The employee who chooses to opt out of employer provided health insurance is not eligible for the cash-in-lieu payment. However, in the event the spouse who retains coverage must change enrollment from 1-person to 2-person coverage, or from 2-person to family coverage, they shall not incur additional incremental cost between the existing coverage premium sharing and the new coverage premium sharing.

ARTICLE 44 - Uniforms

- A) The City will furnish to each employee five (5) uniform changes per week and protective clothing as necessary. The City will also make available, as necessary, gloves and boots for the benefit of employees. The City shall provide one Carhartt $\frac{3}{4}$ length insulated jacket and bib overalls every two years for employees regularly assigned outside work. During summer months, the City shall provide short sleeved or "T" shirts. It is understood between the parties to this Agreement that the City's responsibility under this section is to provide the uniforms and equipment as specified in this section, and the employee's responsibility is to wear said uniforms and utilize such equipment as provided. The employee is also responsible to return said uniforms and equipment (excluding Carhartt jacket and bib overalls). Failure to do so will subject the employee to having the cost of such equipment and/or uniforms deducted from his payroll check.
- B) Those employees whom the City determines shall not wear uniforms while performing their regular duties shall be paid a monthly allowance equal to the cost of supplying uniforms.

ARTICLE 45 – Longevity

All covered employees hired prior to July 1, 1993 shall receive longevity payments on or before December 20th of each year in accordance with the following schedule:

<u>Years of Continuous City Service as of November 30 of the Payment Year</u>	<u>Percent of Base Pay Earned (1)</u>
Five (5) Years	Two (2) percent up to \$560
Ten (10) Years	Four (4) percent up to \$1,120
Fifteen (15) Years	Six (6) percent up to \$1,680
Twenty (20) Years	Eight (8) percent up to \$2,240

Note: (1) Annual payments shall cover the base pay earnings from December 1 to November 30.

ARTICLE 46 - Pension

The Employee's Retirement System Pension Program shall be continued. The City shall furnish each employee a complete copy of the retirement system pension plan and any changes from time to time to the Union and employees.

- A) Defined Benefit Plan: Employees hired before 7/1/98 may participate in the Defined Benefit (DB) plan as explained in Chapter 10 of the Troy City Code which includes the following elements:
1. The employee's contribution will be 1.5% of gross pay
 2. Eligibility for normal retirement shall be age 50 with 27 years of service, or age 60 with 10 years of service.
 3. Subject to the employee's meeting the requirements of years of service currently provided in Chapter 10 of the City Code, entitled Employees Retirement System, the pension computation factor for employees retiring after 2/16/1998 shall be 2.5% from ages 50-62, and 2.25% for retirement at age 62 and older. Lump sum payments for unused sick leave, provided under Article 35.D, and for accumulated vacation leave credits, as provided in Article 39.G, shall be excluded from the computation of Final Average Compensation (FAC) for all employees.
 4. Final average compensation shall be based upon the best 3

of the last 10 years of credited service.

5. Members of this Union shall, upon retirement, be offered the opportunity to select a "pop-up provision" which will allow the employee who selects either Option A or Option B, as provided in Section 6.3 of Chapter 10, to return to the straight life pension amount in the event that the employee's designated beneficiary predeceases the employee. The cost of the pop-up provision will be borne by the employee.

B) Defined Contribution Plan: Employees hired on or after 7/1/98 shall participate in the Defined Contribution (DC) Pension program. The DC plan is elective for employees hired before 7/1/98. (Employees hired between 2/16/98 and 7/1/98 may elect either the DC plan, or Defined Benefit Plan; if they elect the DC plan, contribution rates are the same as for "new employees" as noted below.)

1. Contribution rates:

For current employees:	Employee - 4%
	Employer - 12%

For employees hired after 7/1/98:	Employee - 5%
	Employer - 11%

For employees hired after 11/17/03:	Employee - 5%
	Employer - 10%

2. Vesting Schedule for Employer Contributions: Employees hired after 7/1/98 shall be 50% vested in three years, 75% vested at four years and 100% vested at five years. Employees hired before 7/1/98 electing to convert to the DC plan shall be immediately vested.

3. Conversion: Employees hired before 7/1/98 will be given a window period from the date of ratification of the Agreement by both parties until 6/30/98, during which they may opt out of the DB plan and elect participation in the DC plan. The employer may, at its discretion, choose to open a window period again at a later date. Once an employee elects to participate in the DC plan, the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.

4. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving worker's compensation the City shall contribute the employer rate as contained in subsection 1 above of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefit.
5. Participants in the defined contribution plan shall also be covered in the event of death including non-duty death with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the worker's compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401(a) defined contribution retirement, determined as of the effective date of the employee's death.

C) The City and employees of this bargaining unit shall continue to participate in the Social Security Act (FICA).

D) 1. For employees hired prior to July 1, 2006: Upon regular retirement, early retirement, or disability retirement, the City pays 4% of the monthly cost of health care for two person coverage for retiree and spouse (or dependent child) at the time of retirement for each year of credited retirement service (maximum 100%), or \$400 per month, whichever is greater. Thus, if someone retires with 25 years of service, the City will pay 100% of the cost of health care coverage. If the employee has 10 years of credited service, the City will pay the greater of \$400 per month or 40% of the retiree's health care cost. (Note: Employees who participate in the Defined Contribution pension plan must still meet the age and service requirement specified in the retirement ordinance in order to be eligible for paid retiree health insurance.

- E) Employees assigned to perform cement crew work involving forming and finishing shall be paid an additional fifteen (15) cents per hour premium for all work performed on those assignments consistent with the following:
- (1) The fifteen (15) cent premium is to be paid to employees who are regularly assigned to the cement crew and are involved in grading, forming, and finishing of cement, brick, or block, but is not intended to include employees such as flag men, truck drivers, pavement breakers, or other employees who do not become involved in the actual preparation of base forming and finishing of the cement, brick, or block.
 - (2) The fifteen (15) cent premium pay shall be paid to employees working on the cement crew on a regular assignment basis, as has been customary in the department and, once assigned to said crew during seasonal construction periods, said premium pay shall not cease because of inclement weather or reassignment of the entire crew to perform other tasks for less than an entire working day. It is recognized that the City does have the right to reassign employees from the crew, but that this shall not be done to avoid paying premium pay, but to make a formal reassignment of that employee's duties.
- F) Employees assigned to perform below ground water main work shall be paid an additional twenty-five (25) cents per hour premium for all work performed consistent with the following:
- (1) The twenty-five (25) cent premium is to be paid to members of the bargaining unit while actually working on the repair of water main breaks, hydrants, service lines, etc., commonly referred to as the water break crew, and does not include flag men, truck drivers, or parts men, or other employees who are not actually involved in excavation and repair, but does include activities such as scheduled valve replacement or taps involving below ground work.
 - (2) The twenty-five (25) cent premium shall be paid to employees on below ground crew from the time they arrive on the below ground worksite until they leave said site and, if on an overtime basis, from the time they punch in until the time they punch out. Time shall be considered continuous for purposes of premium pay if assigned to back-to-back repair activities irrespective of site change during the regular working shift.

- (3) It is understood between the parties to this agreement that the twenty-five (25) cent per hour premium referred to in item #1 and #3 above is specifically reserved to employees of the Water Department. It is further understood that below ground work is to be defined as excavation to a depth equal to the depth of the water main or to the service box connected to the water main.

ARTICLE 48 - Pay Plan

- A) The pay plan and rates for bargaining unit classifications are set forth in Appendix A, attached to this Agreement.
- B) Advancement to the maximum of a classification is based on service and performance. In the event of dispute that an employee has not been properly considered, he may file a grievance stating the reasons why he feels aggrieved, which shall be processed through the grievance procedure.
- C) Method of Payment - employees will be paid by direct deposit every two (2) weeks (bi-weekly)
- D) Employees promoted from within the bargaining unit to another classification within the bargaining unit shall start at Step 1 or the step in their new classification where they will receive the next higher rate above their present pay. Employees so placed shall move to the next step within ninety (90) days, providing the employee passes the probationary trial period.
- E) If an employee successfully completes his probationary period, he shall receive the next scheduled step increase as shown in the salary schedule provided he is not at the top paid rate for his classification. Thereafter, annual step increases will take place on the anniversary date of the date the employee completes his probationary period.

ARTICLE 49 - Back Pay

- A) If the employee fails to receive the correct pay for his specified job classification, and written notice of his claim is filed within fifteen (15) working days of occurrence, or longer if special circumstances are shown to exist, the Employer will reimburse him for the earnings he lost through failure to give him the proper pay for his job classification. In such cases, the approximate difference of monies between the amount the employee received and the amount he should have received shall be paid to him as soon as possible by separate check if

the difference exceeds eight (8) hours of regular pay for time worked. The balance of monies due will be paid on the next regular pay day.

- B) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation earned during the period in question. Any claim on the part of the employee against the Employer shall be limited to a claim for back wages.

ARTICLE 50 - Bulletin Boards

The City agrees to furnish bulletin boards for the exclusive use of the Union near the time clock or central work area in any building used as a base of operations by bargaining unit employees. The bulletin board is to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City's representatives prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

ARTICLE 51 - Address and Phone Number

Employees shall notify the City Human Resources Department of their proper post office address or change of address and their phone number. The City shall be entitled to rely upon the address and phone number shown upon its records for all purposes. Forms will be supplied by the City.

ARTICLE 52 - Separability and Savings Clause

- A) If any Article or Section of this Agreement or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

C. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE 53 - Effective Date

This Agreement shall become effective as of May 16, 2011.

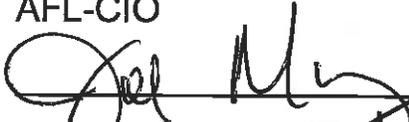
ARTICLE 54 - Terms

This Agreement shall continue in full force and effect until midnight, June 30, 2013, and shall continue in effect from year to year thereafter, unless either party shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

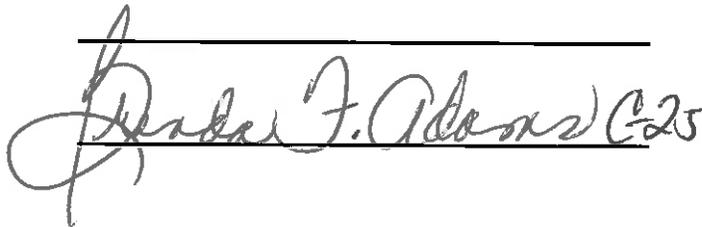
Resolution #2011-05-112

FOR THE UNION:

TROY CHAPTER "C" OF LOCAL UNION #574 AFFILIATED WITH MICHIGAN COUNCIL #25 AND CHARTERED BY THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO







FOR THE CITY:

CITY OF TROY, OAKLAND COUNTY, MICHIGAN



Louise Schilling, Mayor



John Szerlag, City Manager



Aileen Bittner, Acting City Clerk



Peggy E. Sears
Human Resources Director

APPENDIX A

Effective 5/16/11⁽¹⁾ – 11:59 PM on 6/30/13

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	18.45	21.43	21.85	21.95	22.09
MSE-B	18.69	21.78	21.95	22.18	22.41
MSE-C	18.90	21.79	22.09	22.30	22.51
MSE-D	19.24	22.30	22.59	22.71	22.81
MSE-E	19.75	22.90	23.16	23.38	23.56
MSE-F	19.91	23.06	23.25	23.38	23.56
MSE-G	20.56	24.02	24.15	24.23	24.31
MSE-H	20.56	24.02	24.15	24.23	24.31

(1) Effective date of wage reduction is date of ratification (May 16, 2011).

Effective 12:00 AM on 7/1/13

Classification	Start Step 1	Probation Step 2	1 Year Step 3	2 Years Step 4	3 Years Step 5
MSE-A	19.42	22.56	23.00	23.11	23.25
MSE-B	19.67	22.93	23.11	23.35	23.59
MSE-C	19.89	22.94	23.25	23.47	23.69
MSE-D	20.25	23.47	23.78	23.90	24.01
MSE-E	20.79	24.11	24.38	24.61	24.80
MSE-F	20.96	24.27	24.47	24.61	24.80
MSE-G	21.64	25.28	25.42	25.51	25.59
MSE-H	21.64	25.28	25.42	25.51	25.59

NOTE:

Any adjustment to wages, including hourly rate, shall be effective on the pay period beginning date closest or prior to the date specified in this Agreement.

APPENDIX B

TYPICAL WORK ASSIGNMENTS

Listed below are work assignments normally associated with each classification and position. The listings are NOT all-encompassing. They are supplied in order to provide a general outline of the type and variety of work an employee could be expected to perform in any particular classification.

Classification A

Municipal Service Employee A - Custodian

1. Normal custodial work at City buildings including but not limited to City Hall, Public Library, DPW Garage, etc.
2. Pick-up and delivery of custodial equipment and mechanical parts and supplies.
3. Minor maintenance and repair to municipal buildings and appurtenances.
4. Other similar work assignments.

Municipal Service Employee A - General Service Technician

1. Pick-up, delivery, and stocking of parts and supplies.
2. Minor maintenance, repair, and custodial work at DPW and/or Parks facilities and/or equipment.
3. Tire repair on City-owned equipment.
4. Other similar work assignments.

Classification B

Municipal Service Employee B - Engineering Specialist I

1. Participate in all basic activities normally associated with a survey crew, such as chaining, rodman duties, etc.
2. Basic drafting.
3. Recording, coordinating, and filing Engineering plans, specifications, and data.

4. Field investigation and inspection of citizen complaints and minor projects.
5. Other similar work assignments.

Classification C

Municipal Service Employee C - Equipment Operator I

General Duties:

1. Operation and routine maintenance of light power equipment, including but not limited to trucks, tractors, loaders, sewer cleaning equipment, etc.
2. Operation of small hand tools and power equipment, including but not limited to chain saws, boring machines, lawn mowers, jackhammers, etc.
3. General maintenance and labor work.

Typical Streets and Drains Division Duties:

1. Maintenance of all City streets, roadways, and drains.
2. Fabricate and install street signs.
3. Storm and sanitary sewer maintenance and cleanout.
4. Staking underground utilities.
5. Other similar work assignments.

Typical Water and Sewer Division Duties:

1. Sewer and water facilities installation and maintenance.
2. Water service installation and maintenance.
3. Staking underground utilities.

4. Other similar work assignments.

Typical Parks and Recreation Department Duties:

1. Preparation and maintenance of all Parks and Recreation facilities, grounds, and equipment.
2. Maintenance of all City lawns and grounds.
3. Opening and closing of graves and maintenance of cemeteries.
4. Fabricate and install park signs.
5. Assist in planting and maintenance of City trees.
6. Other similar work assignments.

Classification D

Municipal Service Employee D - Service Technician I (Fleet Maintenance)

Will perform work in 1 or 2 listed below:

1. Routine automotive and equipment maintenance, service, and minor repair.
2. Procurement and inventory control of parts, equipment, and supplies.

And also:

3. General labor work.
4. Other similar work assignments.

Municipal Service Employee D – Service Technician I (Parks)

1. Routine equipment maintenance, service, and minor repair.

2. Procurement and inventory control of parts, equipment and supplies.
3. Maintain and repair Parks equipment.
4. Maintenance of parks, municipal grounds.

And also:

5. General labor work.
6. Other similar work assignments.

Municipal Service Employee D - Service Technician I (Water)

Will perform work in 1 or 2 listed below:

1. Read, repair, and install water meters.
2. Procurement and inventory control of parts, equipment, and supplies.

And also:

3. General labor work.
4. Other similar work assignments.

Municipal Service Employee D - Golf Course Technician

1. Maintenance of Golf Course grounds.
2. Maintain Golf Course equipment.
3. Sharpen power mowers.
4. Repair small engines.

5. Horticultural activities.
6. General labor work.
7. Other similar work assignments.

Classification E

Municipal Service Employee E - Engineering Specialist II

1. Inspection of street and public utility construction projects.
2. Serve as an instrument man and surveyor on a survey crew.
3. Advanced drafting and calculations.
4. Other similar work assignments.

Classification F

Municipal Service Employee F - Service Technician II

1. Maintenance, service, and repair of sewer pumping and lift stations, and water metering and pressure control installations.
2. General labor work.
3. Other similar work assignments.

Municipal Service Employee F - Trade Specialist I

Will perform specialized work in one of the following areas:

1. Perform automotive and equipment mechanical work at an intermediate level.
2. Perform skilled masonry and block work.
3. Pressure test and chlorinate water mains.
4. Function as a tree artisan, including but not limited to tasks such as trim, prune, plant, identify, cut, climb, graft, and coordinate transplanting operations.

And also:

5. General labor and service work.
6. Other similar work assignments.

Municipal Service Employee F - Park Maintenance Trade Specialist I

1. Repair, maintain, and fabricate small engines, equipment, irrigation equipment and systems, electrical, and plumbing equipment, plus other duties as assigned.
2. General labor work.
3. Other similar work assignments.

Municipal Service Employee F - Equipment Operator II

1. Operate heavy power equipment, including but not limited to a street sweeper, road grader, ditching machine, etc.
2. General labor work.
3. Other similar work assignments.

Classification G

Municipal Service Employee G - Leader

1. Working leaders.
2. Supervision of small work force.
3. Provide training to other employees.
4. General labor work.
5. Other similar work assignments.

Municipal Service Employee G - Trade Specialist II (Fleet Maintenance)

1. Perform automotive and equipment mechanical work at a high level.
2. Perform welding and fabricating.
3. Provide training and supervision to other employees.
4. General service and labor work.
5. Other similar work assignments.

Municipal Service Employee G - Weighmaster

1. Regulate and enforce all weight limits in the City.
2. Enforce all ordinances affecting public streets in the City.
3. Perform service and maintenance of traffic counters.
4. General service and labor work.
5. Other similar work assignments.

Classification H

Municipal Service Employee H - Engineering Specialist III

1. Supervise survey crew.
2. Perform regular work functions of a survey crew as needed.
3. Provide training to other employees.
4. Other similar work assignments.

NOTES

LETTER OF UNDERSTANDING

This Agreement, entered into on the 27TH day of April, 2011, between the City of Troy and the American Federation of State, County, and Municipal Employees (AFSCME):

The Early Retirement Incentive Plan (ERIP) will be offered to eligible employees as soon as feasible following ratification. Eligible employees in either the Defined Benefit Pension Plan or the Defined Contribution Pension Plan will have the option of selecting between two options: (1) a cash incentive of \$1,000 per complete year of credited service with the City of Troy, or (2) DC conversion to DB. Eligibility requirements will include being within 5 years or less for either age or years of service or a combination of the two. Participating employees must agree to the terms and conditions of the program, and will be required to sign a Voluntary Resignation Agreement and Release of Claims form. The City shall endeavor to complete the ERIP program for the bargaining unit by September 30, 2011.

FOR THE CITY:

Percy E. Sears

Dated: 7/28/11

FOR THE UNION:

Joe Murray
Mike P. Pappi

Dated: 7-29-11