

**July 1, 2015 – June 30, 2018**

**COLLECTIVE BARGAINING AGREEMENT**

**CLERICAL**

**AND**

**NON-SWORN POLICE PERSONNEL**

**CITY OF TROY, MICHIGAN**

**AND**

**MICHIGAN ASSOCIATION OF POLICE (MAP)**

**Resolution #2015-07-086**

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## PREAMBLE

This Agreement entered into on this **13<sup>th</sup> day of July 2015** between the City of Troy (hereinafter referred to as the “Employer”) and Michigan Association of Police (MAP) (hereinafter referred to as the “Union”).

## ARTICLE 1. PURPOSE AND INTENT

1. The general purpose of the agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Union, and the citizens of the City of Troy.

The parties recognize that the interest of the City of Troy and its citizens, and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community, and its ability to provide such proper service in an economic and efficient manner.

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

## ARTICLE 2. RECOGNITION OF UNION

2. Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the City of Troy, hereinafter referred to as the Employer, does hereby recognize Michigan Association of Police (MAP), hereinafter referred to as the Union, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment of all permanent full-time Office Assistant I’s, Office Assistant II’s, Account Clerk I’s, Account Clerk II’s, Records Clerks, Secretaries, Police Service Aides, Police Service Aide or civilian performing Property Officer work, and Animal Control Officers employed by the Employer, excluding all elected officials, the Secretary and Office Assistant classification employees to the City Manager, Secretary classification employees to the Human Resources Director, all other confidential employees as that term is defined by the Michigan Employment Relations Commission, all Administrative Clerks, all regular part-time employees, all temporary employees, all co-op student employees, all employees who are hired and whose compensation is funded under CETA Title VI programs, or persons in similar projects for definite time periods as specified in CETA regulations and all supervisors including the Account/Supervisor. This section is limited strictly to recognition of the Union as a bargaining agent as required by the provisions of Act 336 and shall not be interpreted or expanded in any other manner or for any other purpose. The City retains the right to assign at any time property officer work to sworn police personnel who are excluded from the bargaining unit represented by the Union.

3. Temporary employees, for purposes of this Agreement, shall be defined as those persons employed by the City for a limited duration and who shall not be permitted to work beyond four (4) months continuously in any one position unless the temporary employee is replacing a permanent full-time employee who is on extended sick leave or an approved leave of absence. Temporary employees are not subject to the terms of this Agreement.

The above paragraph does not apply to persons employed by a temporary service agency. Such persons are not 'temporary employees' within the above definition. However, persons employed through a temporary service agency to replace a full-time employee while the position is in the process of being recruited shall not be permitted to work beyond six (6) months continuously in any one position.

4. Part-time employees, for purposes of this Agreement, means persons who work not more than twenty (20) hours per week unless filling in during a vacation period or an approved leave of absence not to exceed four (4) weeks during a calendar year; part-time employees are not subject to the terms of this Agreement. Office Assistant I's and II's in the Parks and Recreation Department are not subject to this section during periods of program registration.

Notwithstanding the foregoing, the City may supplement the full-time work-force with up to 15,000 hours of part-time employment annually in District B. These part-time employees may work any combination of hours. The City may only use these part-time employees during periods of time the City provides dispatch or lock-up services to communities in addition to Troy and Clawson. If and only if such communities are added under this provision, full-time minimum staffing levels for the Communications Section shall not be reduced below levels in effect on November 17, 2010 and full-time bargaining unit minimum staffing levels for the Lock-up Section shall be two full-time employees at all times.

The Employer agrees not to replace regular full-time employees of this bargaining unit who resign, transfer, or are laid-off with part-time employees in a combination of hours equal to 40 or more per week.

5. Co-op student employees, for purposes of this Agreement, means persons employed by the Employer pursuant to an established program between the Employer and a school under which such persons spend time both in the classroom and working for the Employer; co-op student employees are not subject to the terms of this Agreement.
6. It is recognized by the Employer and the Union that supervisors, temporary employees, part-time employees, co-op student employees, and other persons excluded from the bargaining unit also perform work performed by persons within the bargaining unit represented by the Union and that this Agreement does not in any way restrict any such work by such persons who are not in the bargaining unit, provided that the Employer agrees that it will not increase the bargaining unit work being performed by a supervisor so as to result in the layoff of a bargaining unit employee.

ARTICLE 3. AID TO OTHER UNIONS

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

ARTICLE 4. NON-DISCRIMINATION

8. The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment, nor in any way be discriminated against because of sex except where based on a bona fide occupational qualification, age, race, color, creed, national origin, disability, political or religious beliefs. The Union recognizes its joint responsibility with the Employer in assuring that there shall be no discriminatory conduct as prohibited under this section. In this contract, the specification of the masculine gender implies the feminine, and the specification of the singular implies the plural, and vice-versa. The parties recognize that the Union is legally obligated to guarantee membership in the Union of employees working under this contract without regard to the person's race, age, sex or creed, national origin, disability, political or religious beliefs.

ARTICLE 5. VISITS BY UNION REPRESENTATIVES

9. Provided that at least twenty-four (24) hours notice is given to the Human Resources Director or his Assistant, the Employer agrees that representatives of the Michigan Association of Police (MAP) may visit the Employer's premises for purposes of negotiations, and may visit with the President for purposes of investigation of grievances at any level of the Grievance Procedure, provided that such representatives notify the supervisor of the department when they arrive in the department and conduct their activities so as not to disrupt normal operations.

ARTICLE 6. NEGOTIATION MEETINGS

10. During the term of the contract, if the parties mutually agree to meet during normal working hours, the Employer agrees that it will pay up to four (4) employees representing the Union for straight time hours engaged in such meeting, provided that such employees are regularly scheduled to work during such time.

## ARTICLE 7. UNION SECURITY

11. Membership in the union or continued membership in the Union is not a condition of continued employment as long as the Michigan Right to Work law, Public Act 349 of 2012, is enforceable in the State. Employees shall be deemed members of the Union if they are not more than sixty (60) days in arrears in payment of Union dues. If the Michigan Right to Work Act is repealed or determined with finality to be unlawful, the Union Security provisions found in Article 7 of the 2010-2013 collective bargaining agreement between the City of Troy and MAP shall be reinstated.

## ARTICLE 8. UNION DUES

12. Payment of Check-Off or Fees or Direct to Union: Employees may tender the monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.
13. In the event that an employee does not join the Union, said employee may voluntarily pay a monthly service charge (referred hereafter as "service fee") in the amount equal to the regular monthly dues as a contribution toward the administration of this Agreement by signing a Service Fee Form or may pay the same directly to the Union.
14. Check-Off Forms: During the life of this Agreement in accordance with the terms of the form of Authorization for Check-Off of Dues or Service Fee hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues or service fee 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 or Service Fee Form.
15. Deductions: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues or service fee, special assessments, or any other deductions not in accordance with this provision.
16. Delivery of Executed Authorization of Check-Off of Dues or Service Fee Form: A properly executed copy of such Authorization for Check-Off of Dues or Service Fee Form for each employee for whom union membership dues or service fee 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 or Service Fee Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues or Service Fee Form which is incomplete or in error will be returned to the Union Financial Secretary by the Employer.
17. When Deductions Begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues or Service Fee Forms shall become effective at

the time said form is tendered to the Employer and shall be deducted from the appropriate pay of the month and each month thereafter.

18. Delivery of Additional Check-Off Forms: The Union will provide to the Employer any additional Authorization for Check-Off of Dues or Service Fee Forms under which the Union membership dues or service fee are to be deducted.
19. 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 Union.
20. Remittance of Dues or Service Fee to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Union by the 25<sup>th</sup> day of the month in which the deduction is made. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom deductions have been made.
21. 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 or Service Fee Form, shall be reviewed with the employee by a representative of the 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.
22. 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 Section 19 of this Article.

#### ARTICLE 9. STRIKES AND LOCKOUTS

23. Under no circumstances will the Union, any of its officers, or employees, cause, authorize, or condone, nor will any member of the bargaining unit cause, authorize, condone, or take part in any picketing, demonstration on the Employer's premises or adjacent thereto, strike, sit-down, stay-in, or slowdown in any building or property of the Employer or any curtailment of work or restriction of work or interference with the operations of the Employer, during the term of this Agreement.
24. In the event of a work stoppage or other curtailment or interference of work, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until such has ceased.

25. In the event of a work stoppage, or other curtailment or interference of work, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged, and instruct all such persons to immediately cease the offending conduct.
26. In the event an individual employee or group of employees engage in any of the prohibited activities set forth in Section 23 above, the Employer shall have the right to, at his discretion, discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 23, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at the third (3<sup>rd</sup>) step of the grievance procedure, provided a written grievance is filed with the Human Resources Department within three (3) work days after the date upon which the employee was disciplined or discharged.
27. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown, or other interference by employees of another employer, such inability to work shall not be declared a lockout, or a slowdown, or stoppage of work by the employees or the Union.

#### ARTICLE 10. MANAGEMENT RIGHTS

28. It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of buildings, work stations and work areas, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, the right to purchase the services of others for economic reasons, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to determine which services are to be performed and the number of employees needed to perform such services.
29. It is further recognized that the responsibility of the management of the Employer 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, the right to establish and maintain reasonable work rules, regulations and personnel policies governing the operation of the various departments, the training necessary and those employees who are to receive said training, is vested exclusively in the

Employer, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as set forth herein.

#### ARTICLE 11. REPRESENTATION

30. For the purpose of processing grievances under the Grievance Procedure at the steps provided therein, the Employer will recognize two districts which shall be (1) Police (which includes Police Service Aides, civilian or Police Service Aides performing Property Officer work, and Animal Control Officers covered by this contract), and (2) Clerical (which includes Office Assistant I's, Office Assistant II's, Account Clerks I's, Account Clerks II's, Records Clerks and Secretaries covered by this contract). In the Clerical district, the Employer will recognize two stewards and two alternate stewards. The two Clerical stewards, in order to provide broader representation, will come from two different departments. In the Police district, the Employer will recognize a steward and an alternate steward for each shift on which there are more than two employees covered by this Agreement. Alternate stewards shall function only in the absence of the steward.
31. Stewards and alternate stewards shall be selected in any manner determined by the Union provided that they must work in the district they represent and are employees who have completed their probationary period, and in the Police district they must work on the shift for which they are the representative.
32. The Union agrees that the names of the stewards and alternates shall be given in writing to the Employer within five (5) work days after their election. No person claiming to be a steward or alternate steward will be permitted to act as such until the Employer is advised in writing that the person has become such a representative.
33. No employee, including a steward, alternate steward, or other union representative shall stop his assigned work for any reason related to the investigation or processing of grievances without promptly notifying and obtaining approval from his immediate supervisor. No such person shall leave his assigned job if efficient operations require the employee to continue working. In such event, such person will be able to leave the job during the shift on which the supervisor has been notified.
34. Stewards or alternate stewards who leave their jobs to settle grievances, shall be paid their regular hourly rate while settling or investigating grievances at their appropriate step of the Grievance Procedure. An employee, other than a union representative, presenting a grievance at Step 1 of the Grievance Procedure shall not lose pay for the active time he is involved in such step. If, during the course of such activities, a steward or alternate steward is taken beyond the Employer's premises, the Employer will pay them only for the time spent during regular working hours at meetings conducted with Employer representatives present and held for the purpose of settling or investigating grievances.

35. The right of a steward or alternate steward or employee to leave his work during work hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused, and that the steward or alternate steward or employee will continue to work at his assigned job at all times, except when leaving his work to handle grievances as provided in the Grievance Procedure. If a dispute arises as to whether a steward or alternate steward or employee is abusing the right provided herein, the steward, alternate steward, or employee shall return to his assigned job and the matter shall be taken up at Step 3 of the Grievance Procedure.
36. During periods of layoff, Union officers will be retained on jobs that are operating within their classification which they are capable of performing. Union officers shall be deemed to have top seniority for layoff purposes as follows: first President, second Stewards. Stewards shall be retained only by using their seniority as a steward in their own district.
37.
  - A. The Union President or designee will be provided not more than 8 hours total leave with pay to attend the funeral(s) of members of the unit.
  - B. One to two union members, upon 15 days notice, not of same department at the same time, allowed up to total of 40 working hours per calendar year paid, to attend a conference(s) with no change in seniority date.

## ARTICLE 12. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter President 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 conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

## ARTICLE 13. GRIEVANCE PROCEDURE

38. A grievance is defined as a dispute with respect to an alleged violation of, or with respect to, the interpretation of this Agreement or disciplinary action. To be considered a grievance, such dispute must be processed according to the following procedure:

STEP ONE: When an employee has a grievance, he shall first notify his supervisor and discuss the grievance with him, provided that, upon the employee's request, the employee's steward or alternate steward may take part in such discussion. The discussion provided herein must take place within seven (7) calendar days after the incident or knowledge of the incident which gave rise to such grievance.

STEP TWO: If the grievance is not satisfactorily settled at STEP ONE, the employee may so inform his steward or alternate steward, who shall, if the steward or alternate steward believes the grievance should be processed, reduce the grievance to writing and present it, within fourteen (14) calendar days after the discussion at STEP ONE, on a standard form, in triplicate and signed by the employee or employees involved, to the Department Head. 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 fourteen (14) calendar days after receipt of the grievance, the Department Head shall hold a meeting with the steward to discuss the grievance. The employee and employee's supervisor may be present. The Department Head shall give his answer to this grievance within fourteen (14) calendar days of the meeting by delivering the answer to the President and a copy of the answer to the steward, employee, and supervisor. Should the Department Head not respond, the Union may advance the grievance to the next step within seven (7) calendar days.

STEP THREE: In the event the Department Head's answer does not resolve the grievance, the Union may appeal the grievance in writing to the City Manager (or his designee) within seven (7) calendar days of receipt of the Employer's STEP TWO answer. The City Manager (or his designee) shall schedule a meeting within fourteen (14) calendar days of receipt of the Union's appeal to STEP THREE. Persons who may attend such meeting are the Council Representatives of the Union, the Steward, the Chapter President, the City Manager or his designee, the Department Head or his representative and the employee's supervisor. The City Manager (or his designee) shall give his written answer to the grievance within fourteen (14) calendar days after such meeting.

STEP FOUR: In the event the City Manager's answer does not resolve the grievance, the Union may submit such grievance to arbitration by filing a notice of intent to arbitrate with the City within fourteen (14) calendar days of receipt of the City Manager's answer or within fourteen (14) calendar days of the expiration of the City Manager's time limit, and a request for arbitration with the American Arbitration Association within 30 calendar days of receipt of the City Manager's answer (or failure to answer). The grievance and arbitration procedure provided herein shall be the Union's and the employee's exclusive recourse for disputes arising under the terms of this Agreement; the employees covered by this Agreement shall have no recourse to any City Civil Service, City Personnel Boards, or City Commissions.

39. The selection of an impartial arbitrator shall be in accordance with the applicable rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the Union and the Employer. The arbitrator shall have authority only to apply and interpret the express terms of this contract and shall have no authority to render a decision contrary to, or inconsistent with, the express terms of this Agreement, or which modifies or in any way varies the express terms of this contract, change any wage or salary scale, grant a right or relief which applies to any time period

prior to the execution of this Agreement, or to in any way subtract from or alter the express terms of this Agreement. Grievances shall be arbitrated separately, unless otherwise mutually agreed in writing. The arbitrator's decision shall be delivered in writing to the Employer and the Union as soon as possible after close of the arbitration hearing. If made in accordance with his jurisdiction and authority under this Agreement, the arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Union.

40. The Employer and Union shall pay their own cost for the attendance of representatives and witnesses at an arbitration proceeding. Arbitrations, whenever possible, shall be conducted on the premises of the Employer. However, the grievant and the City employee who is the Union representative shall not lose wages or benefits and will be paid by the City if conducted during normal working hours and on City premises.
41. The time limits specified in the grievance procedure are of the essence. If the Union or employee fails to act within the time limits set forth in any step of the grievance procedure, the grievance shall be considered settled on the basis of the Employer's last answer. Any grievance not answered by the Employer within the time limits established in the grievance procedure may be advanced to the next step by the Union by written appeal within the proper time limit after the Employer's answer was due. The Employer and Union may extend the time limits established in the grievance procedure by executing a written extension.
42. Grievances processed to arbitration may be withdrawn only on mutual agreement of the Employer and the Union.
43. The retroactive effect of any claim shall be limited to 60 calendar days prior to the date of the written presentation of a grievance at STEP TWO of the grievance procedure. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any unemployment or other compensation he may have received from any source of employment during the period in question.
44. In accordance with 423.211 of Act 336, individual employees within the bargaining unit, and whether or not they are members of the Union, shall retain the right to present grievances individually to the Employer. The Union shall be notified of the grievance and provided an opportunity to be present. Grievances filed by individuals on the same contract violations may be combined into one grievance upon mutual consent of the parties.
45. An agreement reached in the Grievance Procedure between the Employer and the Union, including a steward or alternate steward, is binding on the Employer, the Union, and the employees and cannot be changed by an individual.

## ARTICLE 14. DISCIPLINE

46. All discipline shall be for just cause. In all disciplinary action, as well as upon the discharge or suspension of any employee, the Employer agrees within twenty-four (24) hours, unless otherwise impossible, to notify in writing the employee and the steward in the district in which the disciplined, discharged, or suspended employee worked. If the steward cannot be reached, the following order shall be followed: 1) alternate Steward, 2) Chapter President. In the case of discharge or suspension, a copy shall also be furnished to the President and the MAP staff representative.
47. A discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward or alternate steward 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 Department Head or his designated representative will discuss the discharge or suspension with the employee and his Union representative in an attempt to resolve the dispute.
48. Should the discharged or suspended employee consider the discharge or suspension to be improper, the employee shall file a grievance in writing at STEP THREE of the Grievance Procedure within three (3) regularly scheduled working days of the discharge or suspension. Thereafter, the grievance shall proceed as provided in the Grievance Procedure.
49. The Employer shall, upon written request of the employee, remove records of discipline from an employee's personnel file which are over three (3) years old providing the employee has corrected the matter in question, and has received no other discipline within a three year period after receipt of the discipline. However, records of discipline more severe than a written reprimand shall be retained permanently in the employee's personnel file.
50. An employee may review his Department or Personnel file in the Human Resources Department no more than three one-hour periods during normal working hours without loss of pay per calendar year provided that the employee gives their supervisor twenty-four (24) hours notice of the request to review such files; the employee may not remove any material contained in such file. An employee may comment in writing about any adverse material in his personnel file and such comment shall be included in file.

## ARTICLE 15. SENIORITY

51. Each employee shall have seniority which shall be an employee's continuous service since the first date he actually started work in the bargaining unit and the district. Date of start in classification shall be used to determine placement of employee in case of layoff. Such seniority shall apply for all purposes under this Agreement, unless otherwise expressly provided; such seniority shall not be applicable for purposes of

pension benefits, which benefits shall be based on credited service as defined in the Employee's Retirement System, Chapter 10 of the Troy City Code, nor for fringe benefits which shall be determined by the service date (seniority date less unpaid leaves of absence).

Notwithstanding the provisions of Article 27, Unpaid Leave of Absence, employees who are absent from work on extended leave will continue to accrue paid leave time.

However, in the event the method of accrual of paid leave time during an extended absence changes for the classified employee group, it will be changed in the same manner for this bargaining unit.

52. Seniority lists shall be kept separately for the following districts:

<u>Clerical Service – District A</u>	<u>Police Service – District B</u>
Office Assistant I	Police Service Aide
Office Assistant II	Animal Control Officer
Account Clerk I	
Account Clerk II	
Records Clerk	
Secretary	

When employees transfer from one district to another, the employees shall have their seniority frozen in the district which they left. The employee shall begin accruing seniority in the new district from the first day worked in said district. Employees transferring from one district to another shall not lose service date credit.

An employee who returns to his original seniority district shall hold his original seniority date in that district.

Within thirty (30) calendar days after the execution of this Agreement, the Employer will post two seniority lists showing the employee's classification date and date of employment, and provide such lists to the Chapter President and Treasurer. Any employee shall have five (5) work days to file a grievance if he disagrees as to his classification or amount of seniority. If an employee does not grieve, his classification and amount of seniority shall be as it appears on such lists. The Employer shall update such seniority lists every three (3) months and post such updated lists. Any employee shall have five (5) work days to file a grievance with respect to any additions or changes shown on such updated lists. If an employee does not grieve, his classification and amount of seniority shall be as it appears on such lists.

53. In the event that two or more employees start work on the same date and have the same seniority, the employee with the highest test scores shall have the higher seniority. Seniority list prior to 8/1/80 will not be changed. Except for Police Service Aides, a new employee shall be regarded as a probationary employee for six months from the date he actually starts work, at which time his name shall be placed on the seniority list with his amount of seniority. A Police Service Aide shall be regarded as a

probationary employee for a period of one (1) year from the date of hire, less time spent in a training academy to which he has been sent by the City, at which time his name shall be placed on the seniority list with his amount of seniority. During an employee's probationary period, the Employer retains the right to discharge the employee without regard to any other provision of this Agreement. The discharge or termination of any employee during the probationary period shall not be subject to the Grievance Procedure. There shall be no seniority among probationary employees.

54. Except as specifically provided in Section 53, the Union shall represent probationary employees for the purpose of collective bargaining and in respect to rates of pay, wages, hours of employment, and other conditions of employment.
55. If an employee is granted another position or promoted to a position under the Employer not included in the bargaining unit, he shall have six (6) calendar months to determine if he wants to remain in such position. If he elects not to remain in such position, he shall be returned to his former classification provided he has sufficient seniority. After such six-month period, the employee may return to a bargaining unit position only at the discretion of the Employer, who retains the right to terminate such employee without any recourse under this Agreement. If, after such six months, the Employer elects to permit such employee to return to the bargaining unit, he shall be returned to his former classification, provided he has sufficient seniority.

Employees shall not accrue bargaining unit seniority during periods spent in a classification outside of the bargaining unit. However, this shall not apply to an employee who returns to the unit during the first 6 months of promotion or during the probationary period in the case of promotion to Police Officer for the City of Troy.

56. For purposes of this Agreement, seniority shall be recognized in the following classification districts. (If transferred or promoted from one district to the other, seniority will start in new district on starting date and frozen in the old (leaving district). No employee may transfer, be promoted, or bump into a position in the Police Department without passing a background check as determined by the department):

<u>Clerical Service – District A</u>	<u>Police Service – District B</u>
Office Assistant I	Police Service Aide ( <i>including Police Service Aide or</i>
Office Assistant II	<i>or civilian performing Animal Control Functions</i> )
Account Clerk I	Animal Control Officer
Account Clerk II	
Records Clerk	
Secretary	

57. Loss of Seniority. An employee shall lose his seniority and be deemed terminated under the following circumstances:

A. If he resigns;

- B. If he is discharged for just cause;
- C. If he is absent for three (3) consecutive work days (which includes the original date of absence) without notifying the Employer (exceptions on the merits of the absence may be made by the Employer).
- D. If he fails to return to work upon expiration of a leave of absence;
- E. If he fails to return to work within fourteen calendar days after being recalled from a layoff as set forth in the recall procedure;
- F. If he is laid off for a continuous period equal to his length of seniority or two (2) years, whichever is lesser;
- G. If he retires;
- H. If an employee gives a false reason to obtain a leave or is employed elsewhere during a leave of absence;
- I. If an employee separates from employment upon settlement covering total disability;
- J. If an employee does not work for a period of two years provided the employee is unable to perform the essential duties of the position with reasonable accommodation.

#### ARTICLE 16. LAYOFFS AND RECALL

- 58. Layoff means an indefinite reduction of the working forces. Whenever possible, employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. The Employer shall furnish the Union by the Chapter President with a copy of such layoff notice.
- 59. Layoff shall be by total seniority of City employment. The following procedure shall govern the layoff of employees:
  - A. With the exception of employees in the City Clerk's Office, seasonal, temporary, part-time, and probationary employees (in that order), performing Bargaining Unit work, shall be laid off first within a classification in a department before the layoff of any Bargaining Unit members within that classification. The City Clerk's office (only) may have part-time employees while full-time employees are laid off so long as part-time positions are offered to laid off full-time employees first. When an employee exercises bumping rights into a classification as a result of a layoff as explained above, the seasonal, temporary, part-time, and probationary employees within the department (in that order) who perform Bargaining Unit

work shall be laid off before the layoff of any bargaining unit members within that classification.

B. Thereafter, seniority employees who are serving a trial period in a classification shall be removed from that position in order of their date of entry into such classification and shall be returned to their former classification, provided they have sufficient seniority.

C. Employees with accrued but unused sick and vacation time will be paid out for such unused time upon layoff.

60. When the working force is increased after a layoff, the employees shall be called back in reverse order of the Layoff Section. The employees shall be returned to the same pay step that they were on at the time of the layoff. Employees will return to their previous accrual levels for vacation leave; layoff time is not included for determining an employee's vacation accrual level.

61. Notice of recall shall be sent by certified mail return receipt requested to the employee at the last address on file with the Employer.

If the employee fails to appear or call the Human Resources Department within five (5) calendar days of the mailing date of notice, he shall be considered as having quit. If the employee calls the Human Resources Department within five (5) 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. It is the employee's responsibility to notify the Human Resources Department of any change of address.

#### ARTICLE 17. JOB AND SHIFT PREFERENCE

For the purposes of this Article, the terms "shift" and "job" shall have the same meaning.

62. Effective May 16, 2011 employees shall work the shift/job for which they were hired, or to which they are currently assigned. Police Service Aides assigned to Communications or Lock-up will have one opportunity to select their long-term assignment for the bump beginning in September 2011 and shall remain in their regular long term assignment subject to the following conditions:

A. Employees who have completed their probationary period in the Police Service Aide classification shall have two or more shift selections within their assignment per calendar year, as determined by the department. Shift selection shall be by seniority.

- B. Employees who wish to select Communications as their long-term assignment in the initial sign up period may do so only if they have not failed Communications training or retraining in the past.
- C. Employees who have completed their probationary period in other classifications covered by this contract may, in the event there is a vacancy in their classification for another job, apply to transfer to such vacancy prior to the Employer hiring a new person for such job.
- D. When there is a vacancy in Communications or Lock-up, Police Service Aides in Communications or Lock-up may apply. The vacancy shall be filled by the most senior Police Service Aide who applies, subject to successful completion of the training period. However, Police Service Aides may transfer to Communications or Lock-up who are trained and qualified in both assignments and are able to find a Police Service Aide who is also trained and qualified in both assignments who agrees to trade assignments.

Employees trained and qualified in both sections shall be allowed to work overtime in both sections per current contract language.

An employee's qualification to work in Lock-up or Communications shall be determined by successful completion of the LTO/CTO checklist as assessed by a LTO or CTO who is working under the supervision of a Communications Supervisor or Lock-up Supervisor.

Employees will be permitted to maintain eligibility to work either assignment, as long as it does not create overtime.

- E. Should the City discontinue operations in either the Lock-up or Communications Section of the Department, employees in the affected section shall be permitted to bump less senior employees in the unaffected section. Employees so transferred must successfully complete the CTO or LTO program if, in the discretion of the city, such training is necessary and be able to competently perform the duties of the position to which they are transferred within a reasonable period of time not to exceed sixteen (16) weeks.
- 63. The Employer, at all times, retains the right to transfer an employee, except Police Service Aides, to a shift/job other than his regular shift/job for a temporary period of time not to exceed thirty (30) calendar days to fill a vacancy. The Employer at all times retains the right to transfer Police Service Aides to a shift/job other than his regular shift/job for a temporary period of time to fill a vacancy.
  - 64. Probationary employees shall work any shift/job to which they are assigned and may not change shifts/jobs during their probationary period.
  - 65. A seniority employee who is not permitted to transfer shifts/jobs as provided herein may file a grievance as provided in the Grievance Procedure.

66. Laid off employees shall have the right to apply for vacancies in other classifications as provided in Article 36 – Requests for Transfers and Promotions.

#### ARTICLE 18. JOB TESTING

67. An employee who has applied for a vacancy and who has taken the required tests for such vacancy shall be given the opportunity to review his/her test and total score within twenty (20) calendar days after the scores are computed and certified by the Human Resources Director.

#### ARTICLE 19. WORKING HOURS

68. The regular work day shall begin at 12:00 AM and extend to 11:59 PM. For purposes of Holiday Pay or premium pay, the holiday shall be deemed to commence at 12:00 AM on the actual day the holiday occurs, irrespective of when it is celebrated, and an employee will be deemed to have worked on such holiday if his shift originates on such holiday.
69. A. Employees, except employees in the Police Service Aide and Animal Control Officer classifications, shall have a scheduled one-half (1/2) hour unpaid lunch period, and are entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.  
Employees in the Police Service Aide and Animal Control Officer classifications may, whenever possible, receive a one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in the second half of their shift.
- B. During a scheduled overtime, or unscheduled overtime of four hours in length, an employee shall receive a paid fifteen (15) minute break.
- C. If an employee works more than four (4) hours overtime, in conjunction with his regular work shift, he shall receive a one-half (1/2) hour unpaid lunch break, if the employee so desires.

#### ARTICLE 20. WORK WEEK

70. The standard work week shall begin at 12:00 AM Saturday and end at 11:59 PM Friday. The regular work week for regular employees shall be 5 consecutive 8 hour days, forty (40) hours per week or four (4) consecutive work days, ten (10) hours per day, 40 hours per week. Nothing herein shall be construed as constituting a guarantee of work.

71. The Employer shall establish the working hours for each position in order to meet operating requirements within the schedule below:
- A. Day Shift – either 8 or 10 consecutive hour schedules shall start between the hours of 7:00 AM through 9:00 AM.
  - B. Afternoon Shift – either 8 or 10 consecutive hour schedules shall start between the hours of 3:00 PM through 5:00 PM.
  - C. Midnight Shift – either 8 or 10 consecutive hour schedules shall start between the hours of 9:00 PM through 12:00 AM.
  - D. Fourth Shift – either 8 or 10 consecutive hour schedules shall start between the hours of 12:00 PM through 3:00 PM.
  - E. Animal Control Officer classification will be subject to varied hours winter and summer.

The Employer agrees not to change an employee's regular starting time on a day-by-day basis solely for the purpose of avoiding the payment of overtime to such employee. If the Employer chooses to change job starting times to other than the above schedule, notice shall be given by the Employer to the Union by the Chapter President and, if a conference is desired by the Union, the Employer and the Union shall meet to confer on the proposed changing of times.

#### ARTICLE 21. OVERTIME - GENERAL

72. Overtime shall be considered as all authorized hours worked in excess of forty hours in a week (Saturday 12:00 AM – Friday 11:59 PM) or in excess of eight hours in a work day, except for employees who are regularly scheduled to work ten hours in a work day, in which event overtime shall be considered as all authorized hours worked in excess of ten hours in a work day, provided that an employee who works more than eight hours in a work day, or ten hours in a work day if on a ten-hour schedule, and during the same work week takes unpaid time off shall receive overtime compensation only for hours worked in excess of forty hours during the work week.

An employee who works more than forty (40) hours in a work week or in excess of eight (8) hours in a scheduled work day or ten (10) hours in a work day if on a ten hour schedule, shall be paid time and one-half for all such hours, or granted paid time off equivalent to the hours worked at the employee's request; such paid time off shall be taken during the work week in which the overtime was worked. If the employee does not take the paid time during the same work week in which it was worked, the employee shall be paid for such overtime at the rate of time and one-half.

Time paid for sick leave, funeral leave, holidays, or vacation leave shall be construed as time worked in the computation of overtime.

73. Employees will be paid two times their regular hourly rate for all overtime hours worked on holidays (when the holiday is not a part of the employee's regular work schedule). For purposes of this section, the holiday shall be the actual holiday, not the designated day when a holiday falls on a weekend.
74. When an employee is called in to work at other than his scheduled working time, he shall be paid a minimum of three (3) hours at the appropriate premium rate. This minimum shall not be applicable if the overtime is contiguous with the regular working hours.
75. Overtime of less than fifteen (15) minutes in any one day is not included in determining the total hours worked.
76. Employees scheduled to work holidays as part of their regular work schedule shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked on those holidays. For purposes of this section, the holiday shall be the actual holiday, not the designated day when a holiday falls on a weekend.
77. A. Overtime shall be assigned at the discretion of the Employer provided that the Employer shall notify an employee as early as practicable. The Employer will attempt to equalize overtime within classifications and department where qualifications permit.

When the Employer is unable to get the required number of employees to volunteer for overtime, the lowest seniority employees in the Division will be required to work overtime. Mandatory overtime for an entire Division may, at the option of the Employer, be invoked by notifying the employees and the union steward of that Division, or a union officer in the absence of the steward, prior to the end of the shift just prior to the mandatory overtime.

- B. No employee shall be ordered, or be eligible to sign up for, overtime with less than an eight (8) hour break between shifts (or up to fifteen (15) consecutive hours of work). An employee's work schedule shall not be changed to avoid this requirement.

Exceptions may be made only if there are no eligible employees available to work (i.e., due to employees already working extended shifts, on pre-approved leave, emergencies).

## ARTICLE 22. OVERTIME - POLICE SERVICE AIDES AND ANIMAL CONTROL OFFICERS

78. For purposes of scheduling overtime for Police Service Aides and Animal Control Officers, employees will be considered on a leave day until they work up to ten (10) hours overtime.

- A. Overtime shall first be offered in order of seniority to the employees in the classification in which the overtime is to be worked (herein “affected classification”) who are scheduled for a leave day but who are regularly assigned to the shift on which the overtime is to be worked.
- B. If such employees decline the overtime, the overtime shall be offered in order of seniority to other employees in the applicable classification who are scheduled for a leave day.
- C. If such employees in the applicable classification decline the overtime, the overtime shall be offered in order of seniority to those employees in the applicable classification scheduled to work on the day such overtime occurs but whose work schedule for such day does not conflict with the time during which the overtime is to be worked.
- D. If sufficient Police Service Aides have not accepted the overtime after the procedures in sub-sections a, b and c above have been exhausted, then the junior employee in the classification in which the overtime occurs who is scheduled for a leave day shall work the overtime.

79. There shall be no pyramiding of premium pay for hours worked on the same day. Police Service Aides and Animal Control Officers may trade working days under the rules as established and with the approval of the Shift Commander. No action by the Employer or agent concerning the trading of days under this action is grievable.

**ARTICLE 23. HOLIDAYS**

80. Employees covered by this contract, including probationary employees (except Police Service Aides, Animal Control Officers, and other employees who work on a schedule which regularly includes holidays as designated days worked), who are full-time employees (persons regularly scheduled to work 40 hours or more) and who are on the payroll as defined in Section 87, Vacations, on the date of the holiday and not on leave without pay on such date, shall be eligible for holiday pay equal to their current rate, excluding any premium pay, for 104 hours of holiday leave a year; this leave shall include the day off with pay for each of the following designated holidays, and the balance of the leave as floating holidays:

- |                  |                           |
|------------------|---------------------------|
| New Year’s Day   | Thanksgiving              |
| Good Friday      | Friday after Thanksgiving |
| Memorial Day     | Day before Christmas      |
| Independence Day | Christmas Day             |
| Labor Day        | Day before New Year’s Day |

81. For those employees covered by Section 80 above, when a holiday falls on Saturday, it shall be observed on the preceding Friday, unless that day is also a holiday, in which case the holiday will be observed on the following Monday. When a holiday falls on Sunday, it shall be observed on the following Monday, unless that day is also a holiday, in which case the holiday will be observed on the preceding Friday. For such employees on a work week other than Monday through Friday, in a division which operates during a holiday, the City Manager shall designate the work day that shall be observed as the holiday.
82. Police Service Aides, Animal Control Officers, and other employees who work on a schedule which regularly includes holidays as designated above as days worked shall be credited 104 hours or 110 hours if on the 4/40 schedule with the total hours attributable to the above designated holiday in January of each year and the time off shall be taken throughout the year as scheduled by the applicable department in accordance with the employee's request. The Employer retains the right to grant or deny a request for holiday leave based on its determination of the manpower requirements of the department. In the event that an employee terminates his employment with the Employer having used more holiday leave than had actually been observed in the calendar year, his last paycheck will be reduced by the excess amount of holiday leave he has taken. In the event that an employee terminates his employment with the Employer having used less holiday leave than had actually been observed in the calendar year, his last paycheck will include payment for the holidays not taken. Probationary employees who work on a schedule which regularly includes holidays as designated above shall be assigned an amount of holiday leave equal to the number of designated holidays occurring between the date of hire and the end of the calendar year.
83. Holiday leave for Police Service Aides and Animal Control Officers may be taken in conjunction with vacation leave provided that the time off shall not exceed 160 consecutive working hours.
84. Unused holiday leave for Police Service Aides and Animal Control Officers may not be accumulated and must be taken during the calendar year in which the holiday actually occurs; provided that an employee who has not taken time off for holiday leave as of December 31<sup>st</sup> of each calendar year, shall be paid the straight time rate less shift premium, if any, for such holiday leave.
85.
  - A. In order to receive pay for a designated holiday, an employee must be paid by the Employer for both the work day before and after the holiday.
  - B. To use floating holidays, the employee must give three (3) days notice to his supervisor and obtain approval from the supervisor.

## ARTICLE 24. VACATION LEAVE

86. Employees shall accrue vacation leave in accordance with the following schedules:
- A. For all months worked prior to the employee's accumulation of four years of service date with the Employer, an employee shall accumulate vacation leave at the rate of 6-2/3 hours for each month worked. (2 weeks)
  - B. For all months worked beyond the fourth and prior to the ninth year of service date with the Employer, an employee shall accumulate vacation leave at the rate of 10 hours for each month worked. (3 weeks)
  - C. For all months worked beyond the ninth year of service date with the Employer, an employee shall accumulate vacation leave at the rate of 13-1/3 hours for each month worked. (4 weeks)
  - D. For all months worked beyond the eighteenth year of service date with the Employer, an employee shall accumulate vacation leave at the rate of 16-2/3 hours for each month worked. (5 weeks)
87. For purposes of this Article, an employee must have been on the Employer's payroll for at least 20 calendar days within a month to accrue a vacation leave for such month. Except as provided in Section 51, Seniority, an employee shall be deemed on the payroll for a day if he/she receives compensation from the Employer for such day or part of a day.
88. During January of each year, an employee shall receive a record showing the amount of vacation credits he has accrued during the previous calendar year and which he is eligible to take during the current calendar year. An employee may not take paid time off for accrued vacation until after such vacation has been credited to him during the first week of January of each year.
89. Employee requests for vacation shall be submitted to the Department Head no later than April 1<sup>st</sup> of each year.
- A. Where two or more employees request the same period for vacation time off and the Employer determines that some but not all of such employee's request may be granted, the employee with the most seniority shall be given preference. Employees with vacation leave not scheduled by April 1st will not be given preference based upon their seniority in the selection of vacation time and may select only periods not in conflict with periods previously selected by other employees. It shall be at the discretion of the Department Head to determine how many employees may be on vacation at any one time.
  - B. For Police Service Aides and Animal Control Officers, the use and time selection of available vacation leave for Police Service Aides and ACO's shall be on a seniority basis among those working the same shift and section. Those PSA's/ACO's

wishing to exercise their seniority right-of-choice of vacation periods shall submit a time-stamped Vacation Time Request form to their supervisor by April 1st of each year. The form shall indicate the month and week of each vacation as well as the order of preference (employees may specify up to five vacation preferences). These vacation requests shall be forwarded to the employee's supervisor at the beginning of the bump period within which the vacation request occurs. A Police Service Aide or ACO who has accrued a minimum total of 120 hours of vacation time may submit their first preference as a continuous 80 hour vacation block. When an employee splits his vacation time, he shall select his second or subsequent periods of vacation time only after all Police Service Aides with less seniority on the same shift have chosen their first vacation period and so forth for remaining preference selections. A minimum of one Police Service Aide/ACO on each shift and section shall be granted their first preference of vacation based on seniority. For purposes of this rule, leave days in conjunction to vacations shall not be considered part of the vacation when approving additional employee vacations around the same time period. Employees on leave days prior to and immediately following their vacation are not, however, required to work overtime assignments.

90. Vacation leave may be taken for a period of less than one week with the prior approval of the Department Head.
91. Forty (40) hours of the employee's accrued vacation leave must be taken in the year following the year in which it was earned. Any balance of unused vacation leave shall be paid in January, unless advance written approval to carry over accumulated unused vacation from the City Manager is obtained prior to December 31<sup>st</sup> of the year in which the vacation leave is to be taken.
92. Vacation leave will not be charged for a holiday when that holiday falls within an employee's scheduled vacation.
93. In the case of retirement, payment for accumulated vacation leave shall be exempt from the computation of Final Average Compensation (FAC) for pension purposes.
  - A. Subject to provisions of Section 93(C), upon termination of employment, employees shall be entitled to receive pay for vacation credits which he had received during January of the year in which he terminates his employment which he has not utilized as of the date of his termination;
  - B. Subject to the provisions of Section 93(C), if an employee who voluntarily terminates gives the Employer two weeks notice prior to his termination, he shall, in addition to the vacation credits he is paid for as provided in Section 93(A), be paid any vacation which has accrued during the calendar year in which he terminates.
  - C. No employee shall receive vacation pay upon termination of employment if, as of the date of such termination, he has not completed his probationary period.

## ARTICLE 25. SICK LEAVE

94. An employee shall accrue 8 hours of sick leave for each month he is on the Employer's payroll for at least 20 calendar days within a month beginning with the first full calendar month of service. If an employee is receiving benefits from an insurance carrier as a result of his sickness or disability, his sick leave allowance shall be used to supplement such insurance benefits as provided in Articles 29, 30, and 31.
95. Sick leave shall be paid only for regular time actually lost from work due to sickness or disability of the employee or the employee's legal spouse, children, mother, or father who reside with the employee, which sickness or disability prevents the employee from performing his normal work functions and is a sickness or disability which would be covered under the short-term non-work related injury policy; an employee shall not be permitted to take sick leave until he has completed his probationary period and has actually accrued the sick leave credit. If the Employer believes there is abuse of sick leave, at the discretion of the Employer, the employee may be required to submit a physician's statement verifying the employee's disability, in order to be eligible for paid sick leave, provided that the Employer will notify the employee in advance if the Employer is going to require him to submit a physician's statement verifying the employee's disability, in order to be eligible for paid sick leave. Any employee who is off work for three consecutive work days because of illness or injury shall be required to submit a physician's certificate indicating that he is capable of returning to work. The Employer shall have the right to have an employee examined by a physician selected by the Employer to determine either, 1) the validity of the employee's sickness or disability for which he claims sick leave, or 2) to determine the employee's capability of returning to work if the employee has been absent for three consecutive work days or more and such determination shall be binding on all parties.
96. An employee may accumulate sick leave up to a maximum of 288 hours.
97. A current list of accumulated sick leave shall be maintained by the Department Head and may be examined by the employee upon request.
98. In order to receive sick leave, the employee must notify the Employer of his absence as provided in Section 134, Reporting Absences.
99. Unauthorized or improper use of sick leave shall be cause for disciplinary action.
100. On or before the 20<sup>th</sup> of December of each year, employees with accumulated sick leave in excess of the 288 hours maximum as of the last pay period of October of such year, shall receive a bonus payment of 100% of the unused time over the maximum.

Upon payment of such bonus, the accumulated sick leave shall return to the maximum 288 hours.

An employee may notify the Employer before October 15 of each year that the employee chooses to accept in lieu of pay, to receive an added vacation day (8 hours) for every two days (16 hours) banked over 288 hours.

During the sick leave benefit year, November 1 through October 31, if the total amount of sick leave used by the bargaining unit is reduced by 10% from the previous sick leave benefit year, each employee will have 2.5 hours added to their holiday leave time bank, to a maximum of ten (10) hours, for each quarter in which they do not use sick leave. For purposes of this section, "quarter" refers to one of the four 3-month periods in the sick leave benefit year.

101. An employee who is eligible for and receives a Normal Retirement, Early Retirement, or Disability Retirement under the Employees Retirement System or dies while in the Employer's employ, shall receive or, in the event of death, his beneficiary designated for life insurance, shall receive an amount equal to his accumulated unused sick leave up to a maximum of 288 hours computed at his rate of pay at the time of such retirement or death.

In the case of retirement, payments made under this section shall be exempt from the computation of Final Average Compensation (FAC) for pension purposes.

## ARTICLE 26. LEAVE OF ABSENCE WITH PAY

Any request for a leave of absence with pay as provided in Sections 102, 103, and 104 shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for the leave of absence and the length of time of same.

The Employer shall respond to such request within ten (10) working days.

102. Jury/Civil Leave – A seniority employee may be given time off at straight time wages for actual time lost from work while performing jury duty or serving as a non-party witness under subpoena or while he is party defendant in an action originating out of the performance of his regular duties for the Employer. This leave will not be permitted if the employee is a plaintiff in an action or a defendant in an action originating from his personal activities. Witness or jury duty fees as authorized for such services shall be paid to the Employer, less specific allowances for meals or travel. The maximum amount of hours payable under this section shall be a normal 40 hours per week.

103. Personal Business Time:

- A. An employee may be granted up to the number of hours equivalent to three (3) regular workdays as paid personal business time in any one calendar year.

- B. Requests for personal business time shall be granted if submitted 36 hours in advance for blocks of time equivalent to a full work day. Personal time may be granted for less than a full work day if it does not cause overtime.
- C. Requests for personal business time will not be granted under the following conditions:
  - 1. Clerical Service District Employees: on days where the granting of such request places the department below the required work strength as determined by the Department Director.
  - 2. Police Service District Employees: on designated holidays or from December 23 to December 31 or on days when a recognized departmental function occurs (as defined by the Police Chief, such as a department member's wedding), if the granting of such request places the shift below minimum strength it shall not be granted unless an employee volunteers to work the shift at the appropriate overtime rate.
- D. Probationary employees are not eligible to take personal business time until the completion of their probationary period.

104. Funeral Leave – In the event of the death of one of the following listed relatives of an employee, or the employee's spouse, the employee shall be entitled to leave, without loss of pay, for a period not to exceed forty (40) hours:

- |                                      |               |
|--------------------------------------|---------------|
| Mother                               | Father        |
| Sisters                              | Brothers      |
| Spouse                               | Grandparents  |
| Children                             | Grandchildren |
| Step (of the above listed relatives) |               |

An additional period of time equivalent to one (1) regularly scheduled work day with pay may be taken off for such reason and deducted from sick leave.

If death occurs under these provisions of immediate family while the employee is on vacation, the employee's status will be changed from vacation to funeral leave if the City receives written notice from the employee.

**ARTICLE 27. UNPAID LEAVES OF ABSENCE**

- 105. Leaves of absence may be granted by the Employer at its discretion, without pay or loss of seniority, for the following reasons and reasonable periods of time:
  - A. The Employer may grant a seniority employee, for justifiable reason, a leave of absence without pay for up to 12 months. Leaves shall be considered on an

individual basis, and the length of time approved shall be at the discretion of the Employer. Justifiable reason shall include active military service, attendance at a court trial, personal illness or injury satisfactory to the Employer, maternity, family illness (family shall consist of mother, father, spouse, children, grandparents, grandchildren, brother, and sister), or education leaves of absence.

- B. Personal Leave: Up to thirty (30) days; such leave will not be granted for the purpose of obtaining other employment.
- C. Service in any public elected position, except Troy Municipal, for a period not to exceed two (2) years.

- 106. A member of the Union elected to a Union position or selected by the Union to do work which takes him from his employment with the Employer may, at the written request of the Union, receive a temporary leave of absence without pay and without loss of seniority for a period of one (1) year. This may be extended for a period not to exceed one additional year, upon request of the Union, and at the option of the Employer.
- 107. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence in accordance with the Veterans Preference Act and for the period as provided in such Act.
- 108. Employees on an unpaid leave of absence as provided in this Article shall not be entitled to any fringe benefits during the period of the leave.

#### ARTICLE 28. HEALTH INSURANCE

- 109. All employees covered by this contract shall be entitled to the following insurance coverage subject to the terms and conditions set forth herein and the insurance contract between the Employer and its insurance carrier:
  - A. For the employee, legal spouse, and dependent children Blue Cross Community Blue Plan 1 (Modified) to include: \$10/\$40 drug rider with mandatory generic, prior authorization, step therapy, 2xMOPD; \$30 office visit co-pay; \$30 chiropractic office visit co-pay; \$50 emergency room co-pay (waived if admitted); and \$250/\$500 basic deductible.
  - B. As to the benefits provided in A. above, the City may purchase equivalent or better medical insurance from another carrier provided prior notice is given to the union in a special conference.
  - C. An employee who elects to be covered by medical insurance shall contribute 5% of the total premium cost by means of a pretax payroll deduction. (Note: Future

changes (additions or subtractions) to the health insurance or premium cap for Classified employees during the period of this contract shall also apply to this bargaining unit.)

- D. Employees who choose not to subscribe to medical insurance will receive \$200 per month.
  - E. The City and the Union agree to reopen the contract regarding the Federal “Cadillac Tax” impact on health care only.
  - F. Dental Insurance for Class I and Class II dental work as defined in the Employer’s insurance contract with the insurance carrier, based on the insurance carrier paying ninety percent (90%) of the cost of the dental work and the employee paying ten percent (10%) of the cost for such work, up to a maximum of \$1000 per year.
  - G. Orthodontic coverage with a 50% employee co-payment of claims for dependents under the age of 19 years with a \$2,000 maximum lifetime benefit.
  - H. Effective July 1, 1986, the Employer has the right, at its option, to provide the benefits in (g) and (h) above through a self-funded program.
  - I. The Life Insurance program shall provide participating employees with \$1,000 of life insurance per \$1,000 of salary with a minimum of \$14,000 in life insurance. These insurance terms, conditions and benefits shall be as contained in the master policy and shall include Accidental Death and Dismemberment (AD&D) but shall not include paid-up life insurance.
  - J. Employees who are married to each other are not permitted to both subscribe to health or dental insurance provided by the City of Troy. One employee must opt out of health/dental insurance and receive the cash-in-lieu payment. The employee (who is married to another City employee) who chooses to opt out of employer provided health/dental insurance after February 18, 2008 is not eligible for the cash-in-lieu payment.
110. Health insurance, dental insurance and life insurance will be effective on the first date of employment or return to work from an unpaid leave of absence or layoff. Health insurance, dental insurance and life insurance shall terminate as of the first day following the date which an employee is placed on an unpaid leave of absence, terminates, or is laid off (except during any period of COBRA coverage).

ARTICLE 29. SHORT-TERM AND LONG-TERM DISABILITY INSURANCE -  
WORK RELATED INJURY

111. 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 for the first thirty (30) days are made subject to the employee:
- A. Immediately upon reasonable knowledge of the injury, reporting the injury to his immediate supervisor;
  - B. Completing the appropriate forms documenting the injury and cause of same;
  - C. Treating with the City designated clinic after the injury or disability pursuant to the current Michigan Worker's Compensation law (currently 28 days);
  - D. Providing periodic updated reports from the employee's physician if requested by the City;
  - E. Performing in a light duty capacity or a transitional work assignment if directed by the City consistent with the recommendations of the attending physicians; and
  - F. Consenting to any 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 of this Article. The City will pay the cost for the examination of the third physician.

It is further understood that the denial of supplemental benefits does not affect the receipt of Worker's Compensation benefits.

An employee who is injured on the job shall receive the following benefits:

- a. The employee shall utilize any accrued leave time he may have accumulated for the initial five (5) work days following the date of injury if he is unable to work during such five work days due to the on-the-job injury; if the employee receives Worker's Compensation benefits attributable to such five work day period, the employee shall pay such amount to the Employer and the Employer will credit such employee with five (5) leave days.

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 the job incurred disability which is not covered by Worker's Compensation benefits. An employee shall be limited to a total of five (5) days per calendar year under

this language. Any disability claims in excess of the five (5) day limit shall be covered by the language of the first paragraph of part (a) of Section 111.

- b. If the employee is unable to return to work upon conclusion of such five (5) work days, the employee shall, if otherwise eligible, receive Worker's Compensation benefits as provided by law and the employee shall utilize accrued sick leave or any other accrued paid leave or credit so as to receive the difference between such Worker's Compensation benefit and approximately eighty percent (80%) of the employee's base wage, excluding premium for the next twenty-five (25) calendar days.
- c. If the employee is unable to return to work upon completion of such twenty-five (25) calendar days, the employee shall, if otherwise eligible, receive Worker's Compensation as provided by law and a short-term insurance benefit equal to the difference between such Worker's Compensation benefit and approximately eighty percent (80%) of the employee's base wage, excluding any premium less any offsets permitted under the insurance contract between the Employer and the insurance carrier for an additional fifty-two (52) weeks; in order to be eligible for such short-term insurance benefit, an employee must supplement such short-term disability insurance benefits by using four (4) hours per pay period of holiday pay, accrued sick leave credit, vacation credit, or floating holidays.
- d. If the employee is unable to return to work upon termination of such short-term insurance benefit, the employee, if he is enrolled and eligible for the long-term insurance benefit shall, if otherwise eligible receive Worker's Compensation benefits as provided by law, equal to the difference between such Worker's Compensation benefit and seventy percent (70%) of the employee's base wage excluding any premium or less any offsets permitted under the insurance contract, until such employee either dies, returns to work, is no longer eligible for Worker's Compensation, or is no longer eligible for benefits as defined in the insurance contract between the Employer and the insurance carrier. To be eligible for long-term insurance benefits for work-related injuries, an employee must have three (3) or more years of service at the time of the next opening date of the insurance policy. To be eligible for such long-term insurance, an employee shall supplement the insurance benefit he receives provided herein by using four (4) hours per pay period of holiday credits, accrued sick leave credits, vacation credits, or floating holidays.

112. The terms and conditions for eligibility and receipt of such short term and long term disability insurance coverage shall terminate on the earliest date on which an employee either terminates (on a voluntary or involuntary basis), is no longer deemed on the payroll as defined in Section 87, Vacation, or is laid off. It is the right to include therein a clause or rider which prevents the duplicate payment for coverage in cases where both the employee, his spouse, or his dependent, are eligible for such coverage.

113. Eligibility and qualification for insurance benefits are as provided in the contract between the Employer and the insurance carrier, copies of which contracts will be provided to the Union; the Employer shall have no liability except to pay the premiums to obtain the insurance coverage as provided in such contracts.

ARTICLE 30. SHORT-TERM DISABILITY INSURANCE –  
NON-WORK RELATED SICKNESS AND ACCIDENT

114. The Employer will provide short-term disability insurance for employees who have completed one full day of employment. Such short-term disability insurance policy shall cover disabilities resulting from non-work related sickness and accident, provided that such policy shall not cover other disabilities excluded from coverage under the insurance contract between the Employer and the insurance carrier.

Such policy shall provide that an employee shall receive approximately sixty percent (60%) of his regular base salary excluding any premium pay, less any offsets permitted under the insurance contract between the Employer and the insurance carrier; if an employee is eligible as provided in the insurance policy for such benefits, he shall commence receiving benefits under such policy commencing on the 31<sup>st</sup> calendar day following the date on which the employee was first absent from work due to such sickness or disability and shall be paid for a maximum of fifty-two (52) weeks or until such time as he receives long-term disability benefits, whichever shall first occur.

115. The terms and conditions for eligibility and a receipt of such insurance benefits shall be governed by the insurance contract between the Employer and the insurance carrier.
116. An employee shall be covered by such insurance policy commencing with the day following the first complete full day of employment; such insurance coverage shall terminate on the earliest date on which an employee either terminates his employment (on a voluntary or involuntary basis), is no longer deemed on the payroll, as defined in Section 87, Vacation, or is placed on layoff. An employee's short-term insurance benefit shall be enhanced each pay period by a supplement of up to eight (8) hours of holiday pay, accrued sick leave credits, vacation credits, or floating holidays provided the employee has the listed time available.

ARTICLE 31. LONG-TERM DISABILITY INSURANCE -  
NON-WORK RELATED SICKNESS OR DISABILITY

117. The Employer will provide a long-term disability insurance policy for an employee who has three (3) or more years of service at the time of the next opening date of the insurance policy which shall provide a benefit for non-work related long-term disabilities equal to fifty percent (50%) of an employee's base salary, less any premium and less any offsets permitted under the insurance contract between the Employer and the insurance carrier.

118. If an employee is eligible as provided in the insurance contract between the Employer and the insurance carrier for such long-term disability benefit, such benefit shall commence with the day following expiration of any short-term disability benefits received provided in Article 30, Short-term Disability Insurance, Non-Work Related Sickness and Accident, and shall be paid for up to five (5) years or until the employee either dies, reaches age 65, or returns to work, whichever first occurs, or is otherwise eligible for benefits as defined in the insurance contract between the Employer and the insurance carrier.
119. The terms and conditions for eligibility and receipt of such long-term disability benefits shall be governed by the insurance contract between the Employer and the insurance carrier.
120. Such insurance coverage shall terminate on the earliest date on which an employee either terminates (on a voluntary or involuntary basis), is no longer deemed on the payroll (as defined in Section 87, Vacation), or is laid off. However, such coverage shall not exceed a period of five (5) years. An employee's long-term insurance benefit shall be enhanced each pay period by a City supplement of 10%, plus an employee supplement of up to eight (8) hours of holiday pay, accrued sick leave credits, vacation credits, or floating holidays provided the employee has the listed time available. If the employee does not supplement with leave time, the City supplement shall not entitle the employee to continued leave time accrual.

## ARTICLE 32. RETIREMENT

121. A. Defined Benefit Plan: Employees hired before 12/21/98 may participate in the defined benefit (DB) plan as explained in Chapter 10 of the Troy City Code. 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. The employee's contribution will be 4.5% of gross pay. 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, for employees retiring after 7/1/2000, the pension computation factor will be 2.5% from age 50-62, 2.25% after age 62.

Lump sum payments for unused sick leave, provided under Section 101, and for accumulated vacation leave credits, as provided in Section 93, shall be excluded from the computation of Final Average Compensation (FAC) for all employees.

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 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.

“Final Average Compensation” means the average of the annual compensation paid a member during the period of any three (3) calendar years of his/her service, producing the highest average contained within the ten (10) calendar years, or parts of calendar years, immediately preceding termination of his/her last employment with the City.

B. Defined Contribution Plan: Employees hired on or after 12/21/98 shall participate in the Defined Contribution (DC) Pension Program. The DC plan is elective for employees hired before 12/21/98.

1. Contribution rates:

Current employees:

Employee	4%
Employer	9%

Employees hired on or after 12/21/98:

Employee	5%
Employer	8.25%

2. Vesting Schedule for Employer Contributions: Employees hired after 12/21/98 shall be 50% vested at three years, 75% vested at four years and 100% vested at five years. Employees hired before 12/21/98 electing to convert to the DC plan shall be immediately vested.

3. Conversion: Employees hired before 12/21/98 will be given a window period from the date of ratification of the Agreement by both parties until August 3, 1999 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 worker’s 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 employee, at his option, may participate in a deferred retirement program as offered by the Employer.
  - D. The City and employees of this bargaining unit shall continue to participate in the Social Security Action (FICA).
  - E. Health Care in Retirement
    1. Upon regular retirement, early retirement or disability retirement, employees may be eligible for retiree health insurance. For employees retiring after July 1, 2015, the City pays 4% of the monthly cost of retiree health care for credited retirement service with the City of Troy (for service after 7/1/2013 the percent decreases to 3% per year of future service) to a maximum of 90%, for two (2) person coverage for retiree, spouse at the time of retirement, or a dependent child, provided that the retiree or spouse is drawing pension benefits pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Current employees who as of 7/1/2013 would be eligible for 90% or more of City paid health insurance shall not have that amount reduced as a result of this paragraph.

Retirees must apply for Medicare when eligible at which time the Medicare becomes the primary coverage and City of Troy insurance becomes the secondary coverage. The retiree's spouse (at the time of retirement) must also apply for Medicare when eligible in order to continue to be covered by city supplemental insurance.

2. Retirement Health Savings Plan



January 1 of the applicable year in which the allowance is paid and on the date it is paid.

#### ARTICLE 35. SHIFT PREMIUM

126. Employees regularly scheduled by the City to work on the afternoon or midnight shift shall receive a shift premium as provided below for each such regularly scheduled day. The shift premium shall be as follows:

Afternoon Shift	\$.40/hr
Midnight Shift	\$.50/hr

#### ARTICLE 36. REQUEST FOR TRANSFERS AND PROMOTIONS

127. In the event there is a vacancy (vacant position) in the bargaining unit and the Employer elects to fill it, members of the unit and seniority in the unit will be given consideration as follows:

- A. The Employer shall first post on the official bulletin board located in City Hall and Police Department bulletin board for a period of five (5) calendar days, notice of such vacancy containing the hours, class, examples of duties, department and examination elements within the bargaining unit which it elects to fill. Employees who are interested in applying for such vacancy either as a transfer (same class in a different department), reassignment same class within the same department) or promotion (class with higher pay) shall file in the manner prescribed by the Human Resources Department. The person who applies for such vacancy, including persons outside of the bargaining unit, who may be offered the opportunity to apply, with the best qualifications as established by the Employer may be awarded the job. However, an employee who meets the basic requirements as posted, does take the test(s), and obtains a final score that places him number three or better on the list shall be offered the position. Should more than one employee place number three or better, the Employer shall offer the position to one of the employees.

The Employer retains the right to fill vacancies by reassigning employees within the department (on the same shift and days off) prior to posting the vacancy.

- B. Seniority within the bargaining unit will be recognized by giving credit for seniority of ½ point (1/2%) for each 12 full months of continuous employment with the City from service date. The total of points will be added to the final total passing score on any examination given. If an employee within the bargaining unit is awarded a permanent vacancy, which is a promotion (not within such employee's current classification), he shall have a qualifying period of up to 180 calendar day period (excluding leaves of absence and other absences for more than three calendar

days) during which he must demonstrate to the Employer's satisfaction that he is fully capable of performing the work. If at any time during such 180 calendar day period, as defined above, the Employer determines that such employee is fully qualified, the employee on his 180th calendar day, as defined above, on the job shall be credited with seniority (including the seniority accrued during such 180 calendar day period) within such classification. The employee will be paid at the first step in the new classification that provides an increase of not less than \$500 but not over last step and thereafter be paid on the basis of the salary scheduled for such classification. If at any time during the first 180 calendar days, as defined above, the Employer determines that the employee is not fully qualified or is not performing the job, the employee shall be returned to his or her former job. Any person transferred or hired to fill such disqualified employee's bid for the permanent vacancy shall be transferred back to his former job. If an employee within the bargaining unit is awarded a transfer for a permanent vacancy (which is within such employee's current classification) he shall have a qualifying period of thirty (30) calendar days (excluding leaves of absence and other absences for more than three (3) calendar days) during which he must demonstrate to the Employer's satisfaction that he is fully capable of performing the work. If at any time during such thirty (30) calendar day period, as defined above, the Employer determines that such employee is fully qualified, the employee on his thirtieth (30th) calendar day, as defined above, on the job shall be credited with seniority (including the seniority accrued during such thirty (30) calendar day period) within such classification and continue to be paid on the basis of the salary scheduled for such classification. If at any time during the first thirty (30) calendar days, as defined above, the Employer determines that the employee is not fully qualified to perform the job, the employee shall be returned to his or her former job. Any person transferred to fill such disqualified employee's former job or other jobs made available by such disqualified employee's bid for the permanent vacancy shall be transferred back to his former job.

- C. For those positions within the Bargaining Unit which, at the discretion of the Employer, receive an upward re-classification to a higher classification yet one which is still represented by this Bargaining Unit (i.e. Office Assistant to Secretary), the Employer will give opportunity to all members of this Bargaining Unit who apply for such position. If a Bargaining Unit member is the incumbent in the position to be reclassified, and is performing the duties of the higher classification, the employee will be awarded the classification change.

Employees who are temporarily assigned to perform all of the duties of a higher classification to fill a vacancy for a period which exceeds thirty (30) work days shall be paid at the pay step in the temporary classification that provides not less than \$500.00 increase per year over their present salary, but in no event more than the highest step in the classification pay range. The temporary pay rate shall apply for each full day that the employee is assigned to that vacancy that exceeds thirty (30) work days.

- D. The Employer retains the right to temporarily reassign or transfer employees in the same classification and on the same shift for a period not to exceed 90 days.

ARTICLE 37. DEMOTION

- 128. A demotion shall be placement of an employee in a lower job classification or pay grade than that which he presently holds, other than for a layoff.

The Employer may elect to demote an employee for the following reasons:

- A. The employee does not possess the necessary qualifications and/or is not performing satisfactorily in the position he now holds.
- B. The employee requests to be demoted and an appropriate vacancy is available.

All demotions must receive the prior approval of the City Manager and the Department Director involved with notice to the Union.

An employee may appeal an involuntary demotion through the Grievance Procedure.

Nothing herein shall prohibit the Employer from terminating an employee who repeatedly is not satisfactorily performing the job which he currently holds. Discharge for such reason shall be subject to the Grievance Procedure.

ARTICLE 38. NEW JOBS

- 129. Should any new job be created in the City that performs a majority of tasks or duties normally done by the bargaining unit, the wages, hours, and other terms and conditions of the job shall be established by the Employer. The Employer shall immediately notify the Union of such job. Thereafter, the Union may negotiate concerning the wages, hours, and other terms and conditions for such new job with the Employer if it so desires, and shall meet originally with Employer not later than sixty (60) days after the Employer gives notice to the Union about the creation of such job.

ARTICLE 39. TUITION REIMBURSEMENT

- 130. A seniority employee may be eligible for tuition reimbursement under the following conditions:
  - A. Reimbursement shall be for 100% of such employee's actual tuition cost and shall not duplicate any financial aid such as scholarships, grants and aids, GI Bill, etc.

- B. Reimbursement shall be tuition costs only and shall not include other fees, books, or any other expenses.
  - C. Courses included in this program must be required for an Associate degree, Bachelor degree, Master degree, or a certificate program that is organizationally related, and approved by the City Manager or his designee.
  - D. The course must be taken at an accredited school, college or university, but does not have to be a credit course.
  - E. A final grade of "C" or better, or a passing grade in the case of a certificate program, must be achieved.
  - F. Each employee may receive up to \$2,500 under this program each fiscal year.
131. To participate in this program, seniority employees must submit an application and request reimbursement through the following procedures:
- A. Such employee must submit an application form together with satisfactory evidence of tuition cost which must then be reviewed by the City Manager or his designee for approval.
  - B. The application must be submitted at least 10 days before the starting date of the course.
  - C. To receive reimbursement, within one year of the completion of the course, the employee must submit verification of 1) his payment of the tuition, and 2) a final grade of "C" or better for the course. If the actual cost of the tuition is higher than the tuition cost submitted on the application to the Employer, reimbursement shall be at the higher cost, provided such higher cost resulted from a change in tuition by the school or college (within the maximum reimbursement for that fiscal year).
  - D. Prior to receiving the reimbursement, the employee shall sign an agreement to repay to the City the entire amount of the reimbursement if the employee terminates his/her employment with the City (including retirement) or is terminated by the City for any reason except disability within three (3) years of the completion of the course for which he/she was reimbursed.

#### ARTICLE 40. MILITARY LEAVE

132. The Employer will grant military leave as required under the provision of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

#### ARTICLE 41. UNION BULLETIN BOARDS

133. The Employer agrees to furnish two bulletin boards, one in the employee lounge in the Employer's main Municipal Building and one in the Police Department for use by the Union. The bulletin boards are to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. The Union shall designate a person who shall be responsible for all notices posted on the Board.

The bulletin board in the employee lounge of City Hall will be made into two (2) bulletin boards: one (1) for MAP use only, and one 1) for general use by the Employer.

#### ARTICLE 42. REPORTING ABSENCES

134. Irrespective of any other provision of this Agreement, an employee, except a Police Service Aide, is required to notify his supervisor or his designee within the thirty (30) minute period prior to or the thirty (30) minute period after his scheduled starting time if he is not going to report for work or will be tardy. A Police Service Aide must notify his supervisor one (1) hour prior to the start of his shift if he is not going to report for work or will be tardy. Failure to so notify the department as specified herein subjects the employee to discipline, unless mitigating circumstances make such notification physically impossible. Failure to so notify the department as specified herein may result in the loss of pay for the day.

#### ARTICLE 43. DRUG AND ALCOHOL TESTING

135. The Employer has the right to conduct drug/alcohol testing under the following circumstances: 1) Applicants from the bargaining unit who apply for the positions of Police Service Aide or Animal Control Officer; 2) Whenever an employee discharges a firearm; 3) Whenever an employee is involved in an accident while on duty; 4) As part of a physical examination required by the employer upon returning to work from disability leave; 5) Whenever there is reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, or illegally uses/possesses controlled substances. Any positive results of drug tests shall be subject to confirmative testing.

All drug and alcohol tests, including confirmatory tests, shall be conducted according to the procedures and standards as approved by Michigan Commission on Law Enforcement Standards (MCOLES) and as may be modified by the Council.

ARTICLE 44. CIVIL SERVICE

136. Employees covered by the term of this labor agreement shall not be covered by the City's Civil Service System for any purposes provided therein.

ARTICLE 45. GENERAL

137. No employee shall be required to drive his private vehicle in performing his assigned job duties.
138. Attached to and incorporated herein is Exhibit A – Wage Schedule.

ARTICLE 46. SUPPLEMENTAL AGREEMENT

139. All supplemental agreements must be in writing and shall be subject to the approval of the Employer and the Michigan Association of Police (MAP). They should be approved or rejected within a period of the ten (10) days following the date they are filed by the Local Union.

ARTICLE 47. SEPARABILITY AND SAVINGS CLAUSE

140. 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.

An Emergency Manager appointed under the Local Financial Stability and Choice Act ("Act") may reject, modify, or terminate the collective bargaining agreement as provided within the Act. Provisions required by this subsection are prohibited subjects of bargaining under this Act.

Inclusion of the foregoing language which is required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) P.A. 436 of 2012 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which act to reject, modify, or terminate the collective bargaining agreement.

141. 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.

#### ARTICLE 48. WAIVER OF NEGOTIATIONS

142. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 49. TERMINATION

143. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on an alleged past or City practice, between the Employer, the Union or employees, and constitutes the entire agreement between the parties. Any amendment or agreement supplemented hereto shall not be binding upon either party unless executed in writing by the parties herein.
144. This Agreement shall remain in full force and effect until June 30, 2018 and thereafter for successive periods of one year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement of withdrawal by the party proposing the amendment.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 13<sup>th</sup> day of July, 2015.

FOR THE UNION:

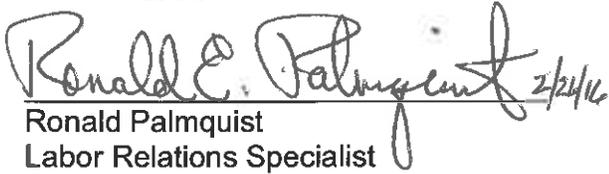
MICHIGAN ASSOCIATION OF POLICE



Greg Schelesky, President



Jessica Morse, Vice President



Ronald Palmquist  
Labor Relations Specialist

FOR THE CITY:

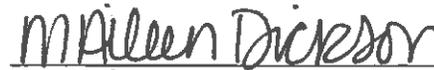
CITY OF TROY,  
OAKLAND COUNTY, MICHIGAN



Dane Slater, Mayor



Brian Kischnick, City Manager



Aileen Dickson, City Clerk



Jeanette Menig  
Human Resources Director

CITY OF TROY WAGE SCHEDULE  
CLERICAL AND NON-SWORN POLICE PERSONNEL

<u>Classification</u>	<u>Step</u>	<u>upon</u> <u>ratification</u> 2%	<u>7/1/2016</u> 1% and \$400 lump sum	<u>7/1/2017</u> 1% and \$400 lump sum
Office Assistant I	Start	31,530	31,845	32,163
	Step 1	32,778	33,106	33,437
	Step 2	34,239	34,581	34,927
	Step 3	37,212	37,584	37,960
	Step 4	41,588	42,004	42,424
Account Clerk I	Start	33,201	33,533	33,868
	Step 1	34,408	34,752	35,100
	Step 2	35,805	36,163	36,525
	Step 3	38,579	38,965	39,355
	Step 4	42,507	42,932	43,361
Office Assistant II	Start	33,012	33,342	33,675
	Step 1	34,319	34,662	35,009
	Step 2	35,850	36,209	36,571
	Step 3	38,960	39,350	39,744
	Step 4	43,542	43,977	44,417
Records Clerk	Start	34,412	34,756	35,104
	Step 1	35,656	36,013	36,373
	Step 2	37,117	37,488	37,863
	Step 3	40,004	40,404	40,808
	Step 4	44,088	44,529	44,974
Account Clerk II	Start	34,764	35,112	35,463
	Step 1	36,023	36,383	36,747
	Step 2	37,488	37,863	38,242
	Step 3	40,395	40,799	41,207
	Step 4	44,510	44,955	45,405
Secretary	Start	37,095	37,466	37,841
	Step 1	38,345	38,728	39,115
	Step 2	39,806	40,204	40,606
	Step 3	42,689	43,116	43,547
	Step 4	47,064	47,535	48,010

<u>Classification</u>	<u>Step</u>	<u>upon</u> <u>ratification</u> 2%	<u>7/1/2016</u> 1% and \$400 lump sum	<u>7/1/2017</u> 1% and \$400 lump sum
Police Service Aide	Start	40,232	40,634	41,040
	Step 1	43,057	43,488	43,923
	Step 2	45,729	46,186	46,648
	Step 3	48,533	49,018	49,508
	Step 4	49,929	50,428	50,932
Animal Control Officer	Start	45,153	45,605	46,061
	Step 1	46,139	46,600	47,066
	Step 2	47,541	48,016	48,496
	Step 3	50,348	50,851	51,360
	Step 4	52,816	53,344	53,877

Any adjustment to wages, including annual salary, shall be effective on the pay period beginning dates closest or prior to the dates specified in this Agreement.

NOTES – EXHIBIT A

Advancements up the steps shall thereafter be at the employee's pay change date (one year from last step increase in that classification or promotion class). Employees on start shall advance in six months.

An employee who is receiving a salary higher than the salary applicable to the classification shall continue to receive the same amount of salary over any new scales agreed upon, until such time as the employee either changes classification or terminates.

The Employer retains the right to hire a new employee at any salary equivalent up to and including the starting salary and step one salary.

Employees who are promoted shall be assigned a step in their new classification that provides not less than \$500.00 increase per annum over their present (current salary before promotion) salary, but in no event more than the highest step in the classification pay range.

Police Service Aides who are training officers shall receive an additional 5% pay adjustment on the base pay. The Employer has the right to determine when and if to fill a training officer position, the number of trainers needed and the selection.

Employees who are demoted shall be assigned their existing step but in the new classification (i.e. Step 3 Secretary to Step 3 Office Assistant) and remain on their existing step progression timeline.