

# **ADMINISTRATIVE RULES**

## **EXECUTIVE DEPARTMENT HEADS**

### **CITY OF ROYAL OAK**

**EFFECTIVE DATE:**

**July 1, 2016 – June 30, 2019**

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# **ADMINISTRATIVE RULES OF THE CITY OF ROYAL OAK**

## **EXECUTIVE DEPARTMENT HEADS**

### **Section 1.0 PURPOSE**

The rules governing the administration of specific employee benefits and conditions of employment are set forth in this directive to promote the orderly and peaceful relations for the mutual interest of the Employer and the Employee.

### **Section 2.0 APPLICABILITY**

These rules shall apply to all employees of the City of Royal Oak designated as an Executive Department Head. An Executive Department Head is a person appointed to the classification of City Treasurer, City Assessor, Police Chief, Fire Chief, City Clerk, Director of Recreation and Public Services, Human Resources Director, Director of Finance, Assistant Finance Director/Controller and Director of Community Development.

It is recognized that employment and compensation can be terminated with or without cause and with or without notice at any time, at the option of the City. It is further understood that no Executive Department Head or representative of the City of Royal Oak, other than the City Manager of the City, has any authority to enter into an agreement for employment for any specific period of time. Any agreement with the City Manager must be in writing and signed by the employee and the City Manager.

### **Section 3.0 ELIGIBILITY FOR EMPLOYMENT**

All offers of employment shall be made prior to a physical examination in accordance with the Americans with Disabilities Act but shall be conditional upon subsequent approval by a physician.

### **Section 4.0 LAY-OFF**

4.1 The employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions in a department and lay off employees.

4.2 Remove from administrative rules-not relevant.

### **Section 5.0 PAY PLAN**

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

5.2 Advancement within a specific salary range shall be called a merit increase. As the name indicates, the increase shall be based on the quality of service. Merit increases are not automatic but are granted only upon the recommendation of the employee's Department Head, if applicable, and approval of the City Manager. For persons hired after 11/3/95, these merit increases, when recommended and approved, shall be annual, until the maximum of the range is reached.

### **Section 6.0 PAY DAY**

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

6.2 Effective September 12, 2011 the City will begin mandatory direct deposit for all employees.

6.3 The City of Royal Oak may utilize Electronic Notification of Deposit at its sole discretion.

## **Section 7.0 CLASSIFICATION PLAN**

Employees shall be classified in accordance with the Position Classification Plan of the City of Royal Oak.

## **Section 8.0 WORK SCHEDULE**

8.1 The work day shall consist of eight (8) hours in a calendar day, with not more than an additional sixty (60) minutes off for lunch without pay.

8.2 The work week shall begin at midnight Saturday.

8.3 The basic work week shall consist of forty (40) hours in five (5) consecutive eight (8) hour days. Variations are permitted but are subject to the approval of the City Manager.

## **Section 9.0 OVERTIME PAY**

9.1 All overtime worked is to be recorded as compensatory time off at straight time. Such time is non-cumulative and must be used by the end of the fourth month following the close of the fiscal year in which the compensatory time was earned. Compensatory time usage is limited to two (2) consecutive eight (8) hour days.

9.2 The term "base hourly wage" means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The standard work year is recognized as 2080 hours.

9.3 In emergency situations, a Department Head or the City Manager may require compulsory overtime work.

## **Section 10.0 ALCOHOLIC BEVERAGES AND CONTROLLED SUBSTANCES**

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

## **Section 11.0 REST PERIODS**

All employees working an eight (8) hour day shall be entitled to two (2) rest periods, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half regular day. The length of the rest period shall be fifteen (15) minutes per period.

## **Section 12.0 CHANGE OF ADDRESS**

Employees are required to notify the Human Resources Department promptly of any change of address, telephone number or email address so that the employees may be contacted at all times by either email, mail or telephone.

### **Section 13.0 OTHER EMPLOYMENT**

Employees of the City may take part-time jobs; provided, there is no conflict of working hours and no impairment of the employee's efficiency in his/her work or conflict with the interest of the city. Employees of the City may not engage in outside activities while on duty, nor may city property be used for any but City business. Executive Department Heads must notify the City Manager regarding their outside employment prior to engaging in it to avoid the possibility of conflict of interest. The City may deny permission if it is a potential conflict of interest.

### **Section 14.0 CONFLICT OF INTEREST**

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

### **Section 15.0 RETURN OF CITY PROPERTY**

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

### **Section 16.0 ACCIDENTS**

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

### **Section 17.0 RESIGNATIONS**

To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks or ten working days, whichever is greater, notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by an Executive Department Head to the City Manager. In those cases where the employee reports to a Department Head, the resignation shall be submitted to a Department Head. Failure to comply with this rule shall be entered on the service record of the employee and may be the cause for denying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resources Department.

### **Section 18.0 PHYSICAL FITNESS**

Each employee must maintain physical fitness commensurate with the duties and requirements of the position he/she occupies.

### **Section 19.0 JURY DUTY**

An employee called for jury duty or subpoenaed to appear as a witness in court or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty for the time necessary to allow him/her to be in attendance as required, and will be paid the difference between his/her straight-time pay and the fee received for acting as a juror or witness.

## **Section 20.0 SICK LEAVE**

20.1 Any permanent or probationary employee shall accrue sick leave at the rate of eight (8) hours for each month of service. There shall be no maximum accumulation. Employees hired after June 30, 2006 shall accrue sick leave at a rate of six (6) hours for each month of service – with a maximum of nine (9) sick days per year.

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

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

20.4 Sick leave shall not be allowed when absence is due to the use of narcotics or intoxicants.

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

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

20.7 Any employee who becomes ill and unable to report for work must notify his/her immediate Supervisor at least thirty (30) minutes prior to starting time, if possible, and each day thereafter, or the absence may not be charged against his/her sick leave. If the department is not open thirty (30) minutes prior to the starting time, the report of sickness must be made at the normal starting time.

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

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

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

20.11 Any newly hired employee or existing employee who does not have any sick leave credits may draw an advance of twelve (12) sick leave days per year, and in the event that employment is terminated, and an employee owes sick leave to the City, the City shall deduct from any monies owing from the City to the employee a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

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

## **Section 21.0 LEAVE WITHOUT PAY**

21.1 A Department Head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in a calendar year.

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

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

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

21.5 Any employee who actively pursues and engages in self-employment or works for another employer during a leave of absence may be subject to discharge.

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

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

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

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

#### 21.10 Family Medical Leave Act (FMLA) Leave:

Eligible unit employees will be accorded family and medical leave in accordance with the provisions of the Family Medical Leave Act of 1993, as amended. Employees will be required to use sick, vacation and compensatory banks in that order during an FMLA leave. In no event, however, will an employee be required to reduce their vacation banks to less than forty (40) hours. FMLA supersedes Sections 20.10 and 21.4 of the current expired Administrative Rules for the Executive Department Heads. For purposes of FMLA leave only, section 9.1 regarding the use of compensatory time being limited to two (2) consecutive eight (8) hour days, does not apply.

### **Section 22.0 VACATION LEAVE**

22.1 Any permanent or probationary employee with one (1) full year of service prior to July 1 shall be allowed annual leave consisting of absence from duty for ten (10) work days, or two (2) calendar weeks. Vacation Time for employees hired after July 1, 2006 shall be:

1 to 5 years	10 days
6 to 14 years	15 days
15 years or more	20 days

22.2 Any permanent or probationary employee with less than one full year of service prior to July 1 shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year.



Under extenuating circumstances, this rule may be waived, but only with the approval of the City Manager.

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

22.4 Any permanent or probationary employee with ten (10) years of service, but less than sixteen (16) shall be allowed annual leave of twenty (20) working days or four (4) calendar weeks. He/she shall be eligible for such leave the day after the completion of the tenth year of service.

22.5 Any permanent or probationary employee with sixteen (16) or more years of service, but less than seventeen (17) years, shall be allowed an annual leave of one hundred sixty-eight (168) working hours, or twenty-one (21) working days. He/she shall be eligible for such leave the day after the completion of the sixteenth (16th) year of service.

22.6 Any permanent or probationary employee with seventeen (17) or more years of service, but less than eighteen (18) years, shall be allowed an annual leave of one hundred seventy-six (176) working hours, or twenty-two (22) working days. He/she shall be eligible for such leave the day after the completion of the seventeenth (17th) year of service.

22.7 Any permanent or probationary employee with eighteen (18) or more years of service, but less than nineteen (19) years, shall be allowed an annual leave of one hundred eighty-four (184) working hours, or twenty-three (23) working days. He/she shall be eligible for such leave the day after the completion of the eighteenth (18th) year of service.

22.8 Any permanent or probationary employee with nineteen (19) or more years of service, but less than twenty (20) years, shall be allowed an annual leave of one hundred ninety-two (192) working hours, or twenty-four (24) working days. He/she shall be eligible for such leave the day after the completion of the nineteenth (19th) year of service.

22.9 Any permanent or probationary employee with twenty (20) or more years of service shall be allowed annual leave of two hundred (200) working hours, or twenty-five (25) days.

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

22.11 In the event of termination for reasons other than discharge, an employee shall be entitled to pay for accrued vacation, provided he/she has given a minimum termination notice of ten (10) working days, or two (2) calendar weeks in writing to the Department Head, if applicable, and the City Manager.

22.12 Vacation schedules shall be established by the Department Head to permit the continued operation of all departmental functions without interference.

22.13 If a holiday occurs during an employee's vacation, he/she shall be entitled to an extra day of vacation at his/her regular straight-time rate. A holiday will be considered to occur during an employee's vacation week if the holiday and the vacation are included within the period of seven (7) consecutive days commencing at midnight Saturday.

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

22.15 Vacation pay will be paid at the employee's regular hourly rate.

22.16 Members who are hired after July 1, 2018 will receive three (3) new hire leave days in their first year of employment after 90 days. Individuals presently in the bargaining unit who are in their first year of employment who did not receive this benefit with the city will have one year to use these additional three (3) days. Thereafter, new hire leave days must be used in the first year of employment with the city and will not carry over into employees second year of service. there is no payment for these days under separation. This benefit will not be provided to employees who receive credit under section 22.17.

22.17 Members who were hired in the post-2007 tier may receive credit for vacation purposes only, for prior governmental or private sector service or the same equivalent experience. The City's decision on granting this credit will be final. No more than (5) years of service will be granted under this provision.

#### **22.18 Vacation Leave: Sellback 40 hours**

Employees may elect to be paid once per year for up to 40 hours of unused vacation time per year which will not be includable in final average compensation. Employees are to be paid once by the second pay in August for up to 40 hours unused vacation time from the prior fiscal year. Employee may still carry over unused vacation time if authorized by the city manager, but these hours will then no longer be eligible for the vacation leave sellback. This provision will be effective 07/01/2018.

### **Section 23.0 RE-EMPLOYMENT OF VETERANS**

Applicable provisions of Federal and State laws shall govern the re-employment rights of Veterans.

### **Section 24.0 HOLIDAYS**

24.1 Employees shall receive the following fifteen (15) paid holidays:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| 1. Good Friday                   | 7. Christmas Eve                    |
| 2. Memorial Day                  | 8. Christmas Day                    |
| 3. Independence Day              | 9. New Years Eve (Unpaid 2013-2016) |
| 4. Labor Day                     | 10. New Years Day                   |
| 5. Thanksgiving Day              | 11. Martin Luther King Jr. Day      |
| 6. Friday after Thanksgiving Day | 12.-16 Five Personal Business Days* |

\*As of 2006, personal business days were reduced to two (2) per year for new hires. They will be increased to four (4) days after five (5) years of service.

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

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

24.4 In order to qualify for holiday pay, an employee must be on duty the working day before and after the holiday. If the holiday falls on a scheduled leave day, the employee may take an alternate day. Such selection must be cleared with the Department Head. Authorized absence with pay shall be considered as being on duty.

24.5 In order to qualify for the Personal Business Days, an employee must have successfully completed the initial twelve (12) months probationary period. The employee shall then be eligible for Personal Business Days in proportion to that part of the fiscal year remaining.

24.6 The days granted for Personal Business may be taken any time during the fiscal year. The scheduling of Personal Business days is subject to approval of the City Manager or the employee's Department Head if applicable.

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

## **Section 25.0 BEREAVEMENT LEAVE**

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

25.2 Bereavement leave will be paid at the employee's regular hourly rate.

25.3 Any employee who is self-employed and actively pursues or engages in self-employment or works for another employer while on bereavement leave shall be discharged.

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

## **Section 26.0 EMERGENCY LEAVE**

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

## **Section 27.0 INJURY LEAVE**

27.1 In the case of a job-incurred illness or injury to a permanent or probationary employee resulting in a physical or mental disability to the extent that the employee is unable to perform his/her regular duties or perform selected limited assignments, he/she shall be placed on injury leave.

27.2 Time spent on injury leave shall be considered for all purposes as continuing service. At any time during injury leave, an employee may be required to submit to a physical examination by a City physician.

27.3 Injury leave pay will be paid at the employee's regular hourly rate.

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

1. Vacation Days
2. Personal Business Days
3. Holidays
4. Sick Leave accruing during the fiscal year the injury leave is taken.
5. Compensatory Time
6. Sick Leave Bank.

The employee must exhaust the days accrued in each numerated category.

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

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

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

27.8 An employee who incurs a job-related illness or injury and is eligible for injury leave under this section must avail himself/herself to City-approved medical treatment. Any employee who refuses medical attention or does not avail himself/herself of therapy shall be disallowed injury leave.

## **Section 28.0 INSURANCE**

28.1 **Life Insurance:** The City shall provide and pay full premium for Fifty Thousand Dollars (\$50,000) group life insurance per employee.

### **28.2 Medical Insurance:**

28.2(a) The following coverage and premiums apply. Healthcare – Community Blue – 3 / \$30 OV /\$30 Chiro / \$250 ER / \$10/\$40/\$80 Rx. No HMO options.

28.2(b) Employees will pay twenty percent (20%) of the premium per month for their healthcare choices. The payment will be adjusted at open enrollment in Spring each year thereafter.

28.2(c) **Duplicate Health Care Benefits:** The City will pay the employee/subscriber thirty percent (30%) of the scheduled applicable premium annually up to a maximum of \$2,400 to select the benefits under a spouse's or parents health care plan unless such coverage is provided by the city.

28.3 **Dental Insurance:** The City shall provide a co-payment dental insurance plan which shall be Delta Dental Plan of Michigan, Class I, Class II and Class III benefits (or similar insurance thereto which may be secured at the option of the City). The employee co-payment applicable to Class I benefits shall be 20%; the employee co-payment for Class II benefits 20%; and the employee co-payment for Class III benefits is 20%. The maximum Class I and Class II per person per contract year benefit is \$1,200.00. Delta's Class III benefit maximum shall not exceed a lifetime payment of \$1,500 per eligible person.

The orthodontic coverage will be increased to a \$2,500 lifetime maximum for members not presently receiving this benefit.

28.4 **Optical Insurance:** The City shall provide and pay the full premium for the Blue Cross/Blue Shield, HAP, M-Care, or SelectCare Optical Plan for each employee and his/her eligible dependents.

28.5 Employees are required to immediately notify the Employer of any change in marital status which has an effect on the City's payment of fringe benefits. Failure to do so will result in the employee being held responsible for any cost incurred because of his/her negligence.

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

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

**28.8 RETIREE INSURANCE BENEFITS:**

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

ten (10) years of service is required for retiree healthcare insurance at age 60 (under a regular retirement) for current employees hired prior to May 1, 2008. Deferred retirees will not be eligible for retiree healthcare.

- ii. The City will pay for the retiree, spouse and eligible dependants at the time of retirement only for employees hired before May 1, 2008. Retiree health insurance benefits were eliminated as of that date.

**NEW HIRES -**

**(a) ESTABLISH AN EMPLOYEE HEALTH RETIREMENT SAVINGS ACCOUNT FOR INDIVIDUALS HIRED BY THE CITY ON OR AFTER MAY 1, 2008.**

All insurance benefits for retirement were eliminated for new hires.

A Health Retirement Savings Account is a program that allows employers to contribute monies on a tax-free basis to accounts established by employees. It is designed to replace all retiree insurances for employees newly hired on or after May 1, 2008.

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

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

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

A sum will be determined by the City which will be provided to the employee's accounts.

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

Vesting will be five (5) years under this plan.

Effective 05/07/2017, the City will contribute three percent (3%) of base salary for each eligible member and the employee will contribute one percent (1%) of base salary.

If available from the carrier, members who are hired under this tier who have prior governmental or private sector service, with the same or equivalent experience, may receive credit for that service for vesting purposes only. The City's decision on granting this credit will be final.

#### Health Insurance at Retirement

##### Hired before 5/1/08 only:

The offered plan at retirement will be Community Blue-3, or its equivalent, with the drug card noted above. The City may afford retirees available equivalent options at its discretion.

Should prescriptions drug benefits provided to employees change in future contracts, then prescription drug benefits provided to eligible retirees retiring effective the 2013-2016 agreement, shall also be changed to the same prescription drug coverage provided to active employees. Should then prescription drug coverage provided to employees cease for any reason, the prescription drug coverage last covering the retiree will remain in effect.

No premium sharing in retirement.

The healthcare in retirement provisions will only apply to individuals hired before May 1, 2008.

- (b) **Retiree Dental Insurance:** Retirees and their eligible dependents shall be accorded Delta Dental Plan of Michigan (or similar but equal dental insurance) with Class I and Class II benefits with a 20% co-pay. The per person per contract year maximum benefit shall be \$700.
- (c) **Retiree Optical Insurance:** Retirees and their eligible dependents are eligible for the same optical coverage granted to regular employees.
- (d) Upon becoming eligible for Medicare Benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored "Complimentary Coverage" to coordinate the benefits and for Medicare to be primary, with the City paying the premium for Part B Coverage through reimbursement.
- (e) **Retiree Term Life Insurance** is \$4,000.

## **Section 29.0 UNEMPLOYMENT COMPENSATION**

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

## **Section 30.0 DUTY - NON-DUTY DISABILITY**

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

However, an employee receiving duty or non-duty disability payments may supplement such payment with outside earnings, with the combination of such earnings not to exceed an active member's base pay

plus longevity for the applicable job classification. Any earnings in excess of this amount will cause an offset in benefits provided herein of fifty cents (\$0.50) on the dollar.

## **Section 31.0 TUITION REIMBURSEMENT**

Members shall follow the general rules as outlined in the city's existing Tuition Reimbursement Program.

Reimbursement shall be made at 50% of the cost of the tuition not to exceed \$250 per course. The cost of textbooks shall be reimbursed at 100%. Upon completion of the course or courses, the textbook(s) shall revert to the City and shall be placed in the appropriate departmental library. Employees must present official school receipts with their request documenting the cost of tuition and textbooks for the course.

## **Section 32.0 LONGEVITY PAY**

32.1 Longevity pay increments shall be awarded as per the following schedule:

- (a) For employees hired prior to June 1, 1990, two (2%) percent of base pay after completion of five (5) years of service; four (4%) percent of base pay after completion of ten (10) years of service; six (6%) percent of base pay after completion of fifteen (15) years of service; eight (8%) percent of base pay after completion of twenty (20) years of service; and ten (10%) percent of base pay after completion of twenty-five (25) years of service.
- (b) For employees hired on or after June 1, 1990, but before May 1, 2008, the following longevity pay schedule will be in effect.

After completion of five (5) years service:	\$250
After completion of ten (10) years service:	500
After completion of fifteen (15) years service:	750
After completion of twenty (20) years service:	1,000
After completion of twenty-five (25) years service:	1,250

32.2 For all employees eligible for percentage longevity payments, the payment shall be computed on the base annual rate of pay in effect on July 1 of the fiscal year in which the payment is made.

32.3 Longevity pay shall be made by check for the full amount paid and shall be paid no later than November 15 of each year.

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

32.5 The cut-off date for qualifying service shall be December 1st. As an example, in order to be eligible for a first longevity pay increment, which is two (2) percent of the base pay for employees hired prior to June 1, 1990 and \$250 for employees hired on or after June 1, 1990 after five (5) years service, the employee must have five (5) years service as of December 1 of the fiscal year in which the payment is to be made. Anniversary dates falling during the fiscal year will not be recognized for longevity pay until December 1 of that year.

32.6 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1. He/she shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his/her employment is terminated. In the event payment has been made to an employee who has failed to meet the requirements specified in this entire section, the City shall deduct said amount from final compensation.

32.7 In the event of termination, either through retirement or demise, the employee or designated beneficiary shall be entitled to receive that longevity pay for which he/she was eligible as of December 1st. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her retirement or demise occurs. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

32.8 In the event of layoff, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1st. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her layoff occurs. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

32.9 Longevity was eliminated for new hires effective 5/1/2008.

## **Section 33.0 RETIREMENT PENSION BENEFITS**

33.1 Those retirement benefits as specified in the Retirement Ordinance 76-7, or subsequent revision, are adopted and made part of these Administrative Rules.

- i. A Defined Contribution Plan will be established for all new hires as of May 1, 2008, which will either be through MERS or ICMA or another carrier at the City's sole discretion. The contribution rate will be 7% for the Employer and 5% for the Employees. Vesting will be five (5) years under this plan. Effective as of 5/7/2017, the employer contribution rate will be 9%.

### **Retirement Pension Benefits:**

For those in the Defined Benefit Program:

33.2 The Police Chief shall be eligible for those retirement benefits specified in the City of Royal Oak Police Command Officer's Association Contract and Ordinance 91-4. In like manner, the Fire Chief shall be eligible for those retirement benefits as specified in the Local 431 I.A.F.F. Contract and Ordinance 91-4. The retirement benefits include, but are not limited to, contribution rate, age and service requirements, maximum pension amount, definition of salary, definition of final average compensation, requirements for vesting, survivors' pension and disability retirement. The interpretation of this section shall be consistent with the 6/20/97 memorandum of the Employee Relations Committee, and sections 37.6 and 37.7 of this contract.

Retirement benefits for all non-police and fire employees shall be as specified in this Agreement and Ordinance 91-4 which shall include the following changes:

- A. The social security cap shall be removed from calculation of the pension cap, and the cap shall be reduced to 75% maximum. Effective 2013 the Pension cap shall be increased to 80% of final average compensation, with the annual multiplier reduced to 1% for up to five (5) years of additional service once an employee is eligible for a pension that is equal to 75% of his/her FAC."
- B. Previously, the multiplier was 2.5% for the first 20 years, and 2.2% thereafter. Effective July 1, 2010, for all years of service thereafter the pension multiplier was reduced to 2.3% for the first 20 years. After 20 years, the multiplier was reduced to 2.0%.
- C. The employee's contribution rate shall be 2% to the social security wage base and 4% thereafter. Effective July 1, 2010 - 3% employees will increase their pension contribution by 3% from 2% to 5% to the social security base wage and 7% thereafter.
- D. Final average compensation shall be based on the highest two (2) years of the last ten (10) years.



- E. Sick leave incentive pay shall be included in final average compensation. For years one and two of the contract (effective July 1, 2000), up to an additional 48 hours maximum shall be rolled into FAC from the employee's sick leave bank. For years three, four and five of the contract (effective July 1, 2002), the sick leave incentive roll-in shall be increased from 48 to 96 hours maximum (last 2 years, not divided by 2) and the 48 hours from the sick leave bank shall be eliminated.

33.3 The age and service requirement for normal retirement shall be as follows:

- (1) Age sixty (60) years or older and five (5) or more years of credited service; or
- (2) Age fifty-five (55) years or older and twenty (20) or more years of credited service.
- (3) Age fifty (50) years or older and twenty-five (25) or more years of credited service.

33.4 **Annuity Withdrawal:** Employees covered by these Administrative Rules who retire pursuant to the appropriate provisions of the Retirement Ordinance, may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve for Employee Contributions - plus 3% interest. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with City representatives prior to the election at which the effects of the annuity withdrawal will be explained.

33.5 Member of this group as of July 1, 2005, shall be permitted to purchase from six (6) months up to three (3) years of service credit with the City for active-duty military or full-time government service rendered prior to employment with the City or lay-off time from the City. Members of the bargaining unit shall have up to June 30, 2006 to commit for the purchase of said service credit and shall have until June 30, 2008 to complete the purchase of said time. In the event the member deceases prior to June 30, 2008, the employee's spouse shall have the option to complete said payments within thirty (30) days of the death. Purchase of time may begin after January 2006 and may be by means of payroll deduction. Time purchased shall not be subject to the annuity withdrawal provision under Section 33.4. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement. The purchase of additional time under this option cannot result in total time purchased via this and previous options of more than three (3) years.

33.6 Employees who purchased time under this or previous buyback options, shall not withdraw those funds contributed to the retirement system in a lump sum upon retirement under the annuity withdrawal provisions contained in Section 33.4.

## **Section 34.0 SICK LEAVE CONTROL PROGRAM**

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

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

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

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

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

34.6 If an employee so elects in writing to the City Manager, he/she may waive payment for sick leave and have the days for which payment would normally be given added to his/her sick leave accumulation.

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

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

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

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

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

34.12 In the event of an employee's death, the deceased employee's spouse, or children if no spouse survives, shall be entitled to the same payment program as specified in 34.11 above.

34.13 A defined contribution plan may be offered by the City as an option to the defined benefit plan.

**34.14 Sick leave payout:**

Change the required amount of banked sick hours to 270 for second tier employees which is proportionate to the 360 hours for first tier employees.

**34.15 Severance:**

If an employee is laid off or terminated for any reason other than a termination for just cause, they shall be entitled to severance pay for a period of up to ninety (90) days at the employee's rate of pay on the effective date of termination if they agree to the provision set forth below. The City shall pay such severance pay in biweekly installments until employee has received the severance pay described herein, or until employee secures and commences other employment, whichever occurs first. While employee is receiving severance pay, the City shall pay the cost to continue health insurance for employee and any eligible dependents, and life insurance for employee. Employee shall also be compensated for all

vacation leave pursuant to the Administrative Rules for Executive Department Heads in effect as of the date of termination. Employee shall not accrue any additional service credit or receive any additional benefits for the period of time that he is receiving severance pay. Probationary employees are not eligible for severance pay.

Payment under the paragraph above is contingent upon the employee signing a release of all claims with the City.

If an employee is terminated for just cause or if the employee resigns or retires, the employee shall not be entitled to severance pay under this provision.

## **Section 35.0 SUSPENSION OF LEAVES**

The leaves provided for in these rules may be temporarily suspended during any period of emergency declared by the City.

## **Section 36.0 SAFETY**

Employees, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them, and will comply with safety, sanitary and fire regulations.

## **Section 37.0 WAGE ADJUSTMENT**

### **37.1**

#### **Wages:**

July 1, 2016 – 2.5%

July 1, 2017 – 2.5%

July 1, 2018 – 2.5%

37.2 Albeit, if the Police Command Officers' or Fire Fighters' contracts entered into, subsequent to the adoption of these administrative rules and compensation plan, provide for an improvement in pension benefits, and if this pension benefit is the result of the affected employees "trading off" this improvement in exchange for a lesser adjustment in pay, the Police/Fire Department Heads shall then receive the commensurate pension improvement and the same percentage pay adjustment as that accorded to those in the respective bargaining units. For example, if the Police Command Contract results in an improved pension, such as a higher multiplier to calculate the pension, but minimal pay increase, the affected employees would get the benefit of the retirement improvement and the minimal wage increase provided in the Police Command Contract, and not the salary adjustment provided to other Department Heads. The intent of this provision is that if the Police Command or Fire Fighters' trade salary improvements for pension improvements, the Police/Fire Department Head members would not get both greater pension benefits received by the union and the pay increase received by other Department Heads who did not get those pension improvements.

37.3 Additionally, if an improved Police Command and/or Fire Fighters' pension is financed in part by a larger contribution by the employee to the Pension System, the affected Police/Fire Department Head will be required to make the same increased pension contribution to the Pension System, or if the contract for the Police Command or Fire Fighters' results in some fringe benefit being reduced to secure an added pension benefit, the Police/Fire Department Head will have that same fringe benefit reduction in order to finance the costs of the pension improvement.

37.4 Those employees in the Police/Fire departments who were previously allowed to purchase up to five (5) years of governmental time will be required to reduce that purchase to no more than three (3)

years, barring separate agreement to the contrary sanctioned by the City Manager based upon extenuating circumstances.

## **Section 38.0 DEFERRED COMPENSATION**

38.1 Employees covered by these Administrative Rules may participate in the ICMA Retirement Corporation Deferred Compensation Plan or the PEBSO Deferred Compensation Plan. Information is available in the Human Resources Department.

38.2. The employer will contribute 1.5% of base pay to the employees' deferred compensation account, either the ICMA-RC or Nationwide deferred compensation plans. Employees may place their separation pay into deferred compensation consistent with federal regulations and the ICMA-RC or Nationwide Final Pay Deferral Plan.

**38.3 Effective 04/22/2018**, the contribution made by the employer to the employee's deferred compensation allowance will be 2.5% of base wage.

## **Section 39.0 GRIEVANCE PROCEDURE FOR ALLEGED DISCRIMINATORY PRACTICES**

39.1 An employee having a grievance shall first take the matter up with his/her immediate supervisor. If the grievance is not settled to the employee's satisfaction, the grievance shall be reduced to writing, and submitted to the employee's immediate supervisor; the immediate supervisor shall furnish the employee with a written answer to the grievance within forty-eight (48) hours (excluding Saturdays, Sundays and holidays).

However, if the employee's immediate supervisor is the City Manager, the Grievance shall be initiated at Section 39.2.

39.2 If a satisfactory settlement is not reached in Step 1, the employee may submit the matter to the City Manager within three (3) working days following receipt of the written disposition of the grievance from the employee's immediate supervisor. The City Manager shall, upon receipt of the grievance, make a written disposition within ten (10) working days.

39.3 In the event the grievance is not settled in Step 2, the employee may submit the matter to the Employee Relations Committee of the City Commission. The Employee Relations Committee of the City Commission shall, upon receipt of the grievance, make a written disposition within ten (10) working days.

## **Section 40.0 USE OF VEHICLES**

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

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

40.3 City vehicles shall be used for City business only.

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

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

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

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

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

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

- a. The Police shall be notified.
- b. The employee's department head, if applicable, and City Manager should be notified immediately.
- c. Any utility companies involved should be notified immediately.
- d. Necessary safety precautions should be taken by the employee involved, if needed.
- e. The employee shall complete an accident report form.

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

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

## **Section 41.0 GENERAL CONDUCT**

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

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

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

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

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

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

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

41.8 General employees shall not carry any concealed weapon.

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

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

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

## **Section 42.0 AMENDMENTS**

The City Manager may amend, rescind, add to or otherwise change the Rules. The provisions of these Rules do not replace or supersede any part of the Charter or Ordinances of the City Government. In case it is necessary to amend, rescind, add to or otherwise change the Rules, the City Manager will meet with the appropriate representatives of the Executive Department Head group.

## **Section 43.0 MISCELLANEOUS**

**43.1 PHYSICAL EXAMINATIONS:** The City will contribute up to \$200 toward a complete physical examination every two years. It is understood that there is no requirement that the results be shared with the City.

**43.2 EDUCATIONAL BONUS:** Qualified Public Safety employees who are members of the Executive Department Head Group shall be entitled to the same educational bonus accorded to the Police Command Officer's Association and shall abide by the same requirements and restrictions of said contract language.

**43.3 UNIFORMS:** The City shall provide uniforms for those employees of the Public Safety Department whose job function requires such uniforms.

**43.4 CLEANING ALLOWANCE:** A uniform clothing/cleaning allowance of Four Hundred Fifty (\$450) Dollars per fiscal year shall be paid to Public Safety Department police employees of the Executive Department Head Group required to have and wear uniforms. Plain clothes Public Safety Department police employees shall receive a cleaning/clothing allowance of Thirteen Hundred (\$1,300) Dollars per fiscal year. The Fire Chief shall receive a clothing/cleaning allowance of Seven Hundred Fifty (\$750) Dollars per fiscal year. In the event of termination during the fiscal year, the City shall recapture these funds on a pro-rata basis.

## **Section 43.5 LAID OFF/RETIRED EMPLOYEE CALL-BACK PAY COMPENSATION:**

Any laid-off or retired employee who receives a court order or a City request to appear in court to give testimony in a matter in which he was involved while actively employed by the City of Royal Oak, and any City request to prepare for such appearance, shall be paid an hourly compensation. Such compensation shall be paid at an hourly rate equal to that paid to an active employee of the City classification that the laid-off/retired employee held at time of lay-off or retirement.

43.6 Pay and leave benefits shall be effective as stated herein.

#### **43.7 Employee Appreciation:**

At the city managers discretion, city funds may be used for de minimis expenses on employee appreciation.