

3798

6/30/2003

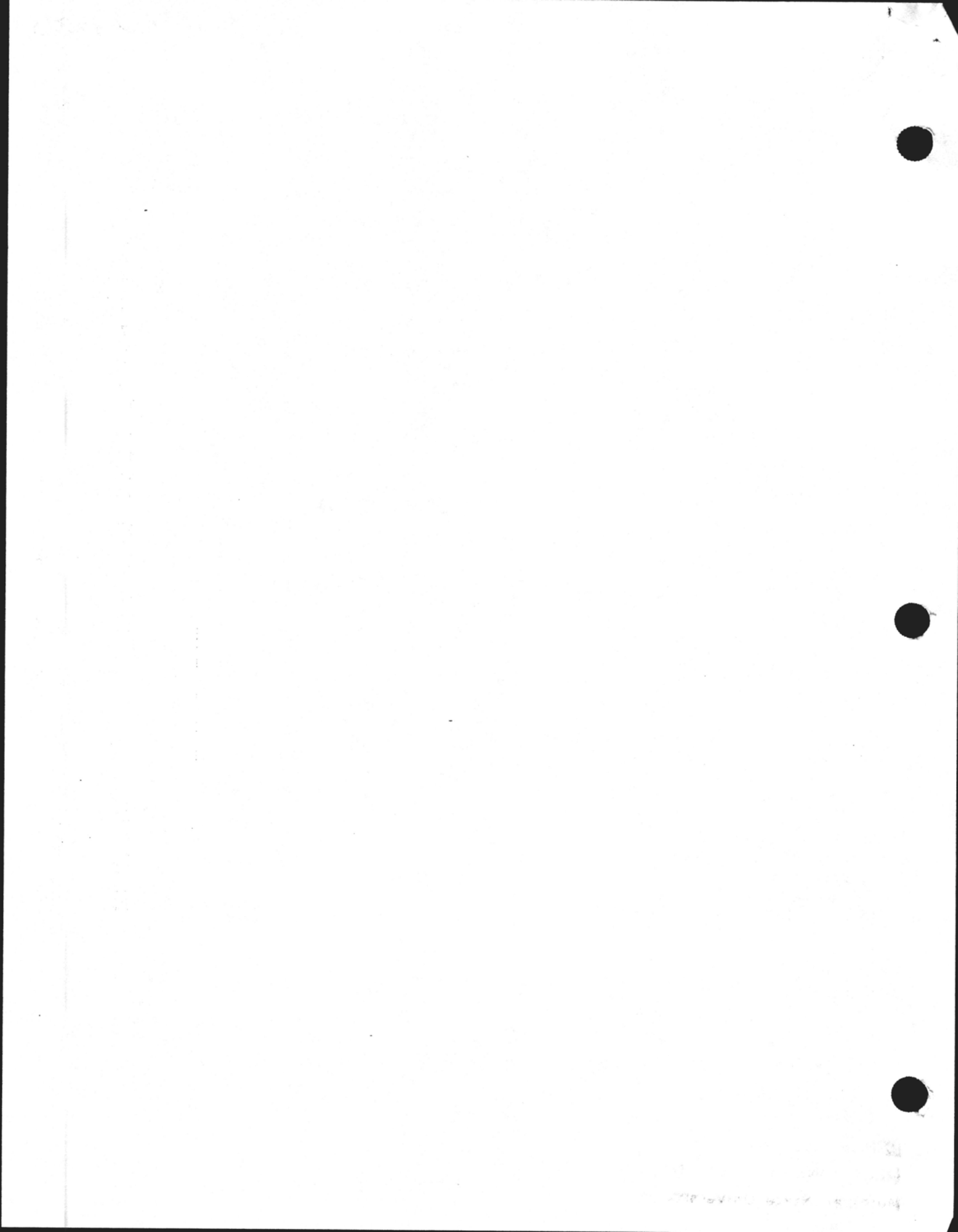
AGREEMENT BETWEEN
THE CITY OF ROSEVILLE

AND

LOCAL NO. 520 - AFSCME, AFL-CIO

JULY 1, 1998 - JUNE 30, 2003

Roseville, City of



INDEX

ARTICLE/SECTION	PAGE
Purpose and Intent	3
1. Recognition	3
2. Aid to Other Unions	4
3. Union Security	4
4. Union dues & Initiation Fees	4
5. Management Rights	6
6. Representation	7
7. Seniority	7
8. Stewards & Alternate Stewards	8
9. Special Conferences	8
10. Grievance Procedure	9
11. Layoff & Recall	12
12. Promotions	15
13. Transfer, Shift & Location Requests	16
14. Discharge or Suspension	17
15. Emergency Call Out	17
16. Injuries	17
17. Other Leaves of Absence With Pay	18
18. Absence Without Leave	18
19. Leave of Absence Without Pay	19
20. Pay Advance	19
21. Use of Past Record	19
22. Veteran's Law	19
23. Supplemental Agreements	20
24. Leave for Union Business	20
25. Union Bulletin Boards	20
26. Rest Periods	21
27. Physical Examination	21
28. Challenge of Examination Report	21
29. Working Hours	22
30. Overtime	22
31. Shift Premium Pay	22
32. Paid Holidays	23
33. Vacations	23
34. Funeral Leave	24
35. Sick Leave	25
36. Personal Leave	26
37. Longevity Pay	26
38. Retirement	26
39. Insurance	29
40. Wages	33
41. Uniforms	34
42. Stand-By Time	35
43. Mechanics Handtools	35
44. Military Leave	35
45. Ratification	36
46. Termination & Modification	36
47. Promotion of Productivity and Efficiency	37
48. Residency	37
49. Voluntary Termination by Employee	37
50. Conflict with Federal and State Law	37
51. Non-Work Related Injury	37

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

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

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

1. RECOGNITION (Employees Covered)

a. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all permanent City Employees of the Employer included in the bargaining unit, referred to as:

Laborer: Sanitation, Highway Parks, Water; Rodman; and Laborer janitor assignments

Laborer-Driver: Sanitation, Highway, Parks, Water; Water Meter Reader; Building Attendant; Tire/Lube Man; Water Meter Installer and Repair; Utility Concrete Inspector

Water Meter Repair/Stock Room Clerk; Water Equipment Utility Operator; Leader; Janitor/Tool Crib Clerk-Reserve Utility; Utility Operator; Forestry Worker

Automotive Parts Room Manager; Equipment Operator I; Sewer Jet/Leader

Automotive Mechanic; Dog Warden; Maintenance Division Leader; Utility Water Service

b. No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, sex, color, handicap or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious, and nationality groups. Both the City and the Union shall take steps to assure that employment assignments and promotions are given on an equal, non-discriminatory basis.

2. AID TO OTHER UNIONS

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.

3. UNION SECURITY (Requirements of Union Membership)

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of the Agreement. Employees covered by this Agreement who become members of the Union during the life of this Agreement shall be required to continue membership in the Union for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this section, and all future employees who do not join the Union at the end of their probationary period shall pay as a service fee, an amount equal to the Union Dues Deduction as a condition of employment.

If a member of the Union desires to withdraw from Union membership he may do so by giving notice to the Union and to the City Controller during the ten days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the Member.

4. UNION DUES AND INITIATION FEES

a. Payment by Check-Off or Direct to Union

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form provided by the Union, or may pay the same directly to the Union. During the life of this Agreement and in accordance with the terms of the form of Authorization for Check-Off of Dues, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form.

b. Deductions

Deductions shall be made only in accordance with provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement.

c. Delivery of Executed Authorization of Check-Off Form

A properly executed copy of each Authorization for Check-Off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

d. When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the application is tendered to the Employer and shall be deducted and it shall be deducted once a month from the payroll check of the Employee.

e. Delivery of Additional Check-Off Forms

The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Union membership dues are to be deducted.

f. Refunds

In cases where a deduction is made that duplicates a payment that an Employee already had made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the Employee will be made by the Local Union.

g. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues Forms but for whom no deductions have been made.

h. Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

I. Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an Employee properly executed or properly revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the Employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board, whose decision shall be final and binding on the Employee, the Union and the Employer. Until the matter is disposed of, no further deductions shall be made.

j. Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of 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 or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

k. List of Members Paying Dues Directly to the Local Union

The Union will furnish the Employer a monthly list of any changes.

l. Disputes Concerning Membership

Any dispute arising as to an Employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the Appeal Board Step of the grievance procedure. However, the Employee may be retained at work while the dispute is being resolved.

5. MANAGEMENT RIGHTS

a. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority except as specifically abridged, delegated, granted or modified by this Agreement. All remaining rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

b. Among the rights, powers and authority provided the City by law, the City reserves the right to discipline and discharge for just cause. The City reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive; provided, such actions do not conflict with the terms of the Agreement. The City shall have the right to determine reasonable schedules of work, including the scheduling of overtime work, and

to establish the method and processes by which such work is performed, provided they do not conflict with the terms of this Agreement. The City shall have the right to determine the amount of supervision necessary and to select employees for promotion or transfer to supervisory positions outside the bargaining unit.

c. The City Administration will not subcontract out any work normally performed by its work force as long as Employees are available and the necessary equipment is owned by and available to the City. Employees are not considered available who refuse overtime requests.

6. REPRESENTATION (Number of Units)

The representative units in the City shall be the Highway Department, Sanitation Department, Mechanics Department, Water Department, Maintenance Department, Parks and Recreation Department, a total number of six (6) unless the number is increased or decreased by mutual agreement between the Employer and the Union. The Employer and the Union may adjust the number of units from time to time by agreement. It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and reasonable basis for implementing this section of the agreement.

7. SENIORITY

Section 1. A regular full-time Employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit. When more than one Employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Length of service with the Employer will prevail only if ability, experience and training are equal.

Section 2. All employees' seniority will be applied city-wide.

Section 3. Probationary Period. Any employee hired into the unit from the outside shall be probationary for the first six (6) months of their employment after which they shall attain regular employee status and their names shall be included on the seniority list with their seniority commencing from the date of hire. New employees while in their probationary period may be terminated and the City shall only have to show cause.

Section 4. Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons: If the employee quits or if he is discharged and the discharge is not reversed through the grievance procedure.

Section 5. Protected Seniority. Preferential seniority against layoffs only, shall be granted to all members of the recognized collective bargaining and grievance committees and to the Local Union Officers provided that any Employee so retained is qualified to perform the work of the job which is available.

Section 6. Seniority List. The Employer will keep the seniority list up to date at all times and will provide the Local Union with an up-to-date copy on July 1st of each year. As changes occur they will be submitted to the Union. The list will show seniority on a departmental and city-wide basis.

8. STEWARDS AND ALTERNATE STEWARDS

- a. The Chief Steward will represent all Union members.
- b. Each representative unit within the overall bargaining unit shall be represented by one Steward who shall be a regular Employee and working within the representative unit.
- c. The Stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having advised their Superintendent of said grievance. The Superintendent will reasonably grant permission and provide reasonably sufficient time to the Stewards to leave their work for these purposes. The privilege of the Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Stewards will perform their regularly assigned work at all times, except when reasonably necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference. Discretion for Union business shall be exercised by Union officers.

9. SPECIAL CONFERENCES

- a. The City agrees to meet in special meetings with not more than five (5) members of its Bargaining Committee in addition, at the Union's option, may include AFSCME Council and/or International Representatives of the Union, to consider all matters which come properly before said Committee. Special meetings on important matters between the parties will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda. Any time spent at a special conference beyond the normal workday will not be compensated by the City.

b. The City agrees to recognize a Grievance Committee which shall be composed of the President of the Local Union, a Chief Steward, and a number of Stewards or Officers. The Stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

1. Other representative units in the City shall be the Highway Department, Sanitation Department, Mechanics Department, Water Department, Maintenance Department and the Parks and Recreation Department, for a total number of six (6), unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may adjust the units from time to time by agreement. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

c. During overtime periods where two (2) or more Employees are assigned but in which a Steward is not working, the President of the Local may designate one of the working Employees as a temporary Steward for the overtime period. In such case, verbal notification to the appropriate City Authority shall be sufficient.

d. Meetings between the City's designated representatives and the recognized Union Committees shall be scheduled at times convenient to both parties.

10. GRIEVANCE PROCEDURE

a. A claim by an Employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provisions within the terms of this Agreement or any protest against disciplinary action, shall be deemed a grievance procedure hereinafter provided.

b. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

c. All specified time limits herein shall consist only of work days.

d. Each grievance shall have to be initiated within five (5) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the union had knowledge of said occurrence at the time of its happening then within five (5) days after the Union or the aggrieved become aware of the cause for complaint.

e. Any bargaining unit Employee having a grievance as hereinabove defined may process the complaint in the following manner:

Step 1. The aggrieved employee shall have the right to demand representation by a Steward. The supervisor with whom the complaint is lodged shall arrange for a steward to be available as soon as possible but no later than the next day following that in which representation is requested. Upon the Steward's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Steward on the one hand, and the supervisor or his representative on the other. Sufficient time will be allotted during working hours to provide for normal investigation and processing of the complaint. In the event that the Steward is dissatisfied with the result of the meeting with the supervisor on the matter, then the steward shall have the right to submit a written grievance on the complaint to the supervisor or his representative within five (5) days from said meeting. The supervisor or his representative shall thereupon have five (5) days to respond to the grievance, in writing, setting forth his position on the matter.

Step 2. If the grievance is not satisfactorily settled in Step 1, the Chief Steward shall have the right to appeal the written decision of the supervisor or his representative within five (5) days of receipt of said written answer. Such appeal shall be directed to the appropriate Department Head in charge of the Employee Group which includes the grievant. A meeting on the matter shall take place within five (5) days of the Department Head's receipt of the appeal. This Step 2 meeting shall be between the Chief Steward and the Steward on one hand and the appropriate Department Head or his representative who may be accompanied by the supervisor involved on the other. The Department Head or his representative shall render a written answer on the subject to the Chief Steward within five (5) days after the occurrence of the Step 2 meeting.

Step 3. In the event the grievance is not disposed of through the Chief Steward's acceptance of the Department Head's answer, the Local Union President shall have the right to appeal the decision to the City Manager in writing within five (5) days after receipt of the Department head's written position on the issue. A meeting on the subject shall then take place within ten (10) days after receipt by the City Manager of the Local Union President's written appeal notice. This Step 3 meeting shall take place between the Local President, the Chief Steward, and when so designated by the Union President, a Council and/or International Representative of the Union, on the one hand, and the City Manager or his representative who may be accompanied by the Department Head and/or other representatives on the other. The City Manager or his representative shall render a written decision on the dispute to the Local Union President within five (5) days after the occurrence of said meeting.

Step 4. If the dispute remains unresolved after completion of the foregoing procedure and on the basis of the City Manager's answer, the Local Union President may submit the grievance to the Civil Service Board in writing within ten (10) days with a copy of the appeal letter to the City Manager who will set a hearing no later than the next regular

Civil Service Board Meeting, or sooner if requested. The Civil Service Board acting as a pre-arbitration panel will give its opinion within fifteen (15) days following the meeting.

Step 5. Arbitration

Any unresolved grievance which has been fully processed through the fourth (4th) step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

A. The Union or the City shall request arbitration by written notice of intent to the City Manager and/or Union within thirty (30) days from the Step 4 answer. Upon receipt of such notice to arbitrate, the City and the Association shall have a period of seven (7) working days in which to agree upon an arbitrator. In the event they cannot agree upon an arbitrator, they shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to appoint an impartial arbitrator to act as chairman in accordance with the applicable rules and regulations of the American Arbitration Association.

B. The decision of the Board of Arbitrators shall be final and binding upon the City, the Association, and the affected employees.

C. The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All other expenses shall be borne by the party incurring them.

f. Limitations

Any grievance settlement shall be made in accordance with the terms and spirit of this agreement.

Any grievance under this agreement which is not filed in writing within five (5) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance.

The time elements in the first four (4) steps can be shortened or extended by mutual agreement in writing at the time the agreement is reached.

The Union may withdraw any grievance without prejudice at any step up to and including the fourth (4th) step. However, the grievance once withdrawn may not be reinstated.

Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

The City shall not be required to pay back wages more than three (3) working days prior to the date a written grievance is filed.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received from temporary employment obtained subsequent to his removal from the City payroll.

In case of a pay shortage of which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the ten (10) working days within receipt of such paycheck.

In accordance with Section 11 of Act 336 of the Michigan Public Acts of 1947, as amended, individual employees within the bargaining unit, whether or not they are members of the Union, shall retain the right to present grievances individually to the employer.

11. LAYOFF AND RECALL

Layoff

a. In accordance with Article 5, the Employer may reduce its working force in a given classification in any department.

b. The Union shall be notified in advance of any anticipated layoff to allow time to work closely with management, and a Special Conference may be called.

c. Whenever possible, employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. In cases of emergency no less than seven (7) calendar days notice of layoff shall be given. The employer shall furnish a copy of such notice to the Union immediately.

d. When a reduction in force occurs in a given classification in a given department or when an employee returns from a leave of absence resulting in a layoff the order for such classification in such department shall be as follows:

1. Temporary employees shall be laid off first.
2. Probationary employees shall be laid off in order of their date of hire. Such employee may displace other probationary employees in the same classification with a later date of hire. Once laid off, they shall have no re-employment rights except that they may be placed in the order of their date of hire on a preferred eligible list.
3. Seniority employees serving trial periods in the classification being reduced shall be laid off in order of their date of entry into the classification and shall be reduced to their permanent classification, seniority permitting.

4. Seniority employees who have completed the trial period for the classification being reduced shall be laid off in order of their City seniority and may elect to displace lower seniority employees in the same classification in another section of their department, or, if none, in another department, provided however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

5. Seniority employees who have completed the trial period for the classification which is being reduced and which is part of a promotional series as hereinafter provided may, if laid off, elect to displace lower seniority employees in a lower class of that series in his own department, or, if none, in another department provided however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

e. An employee who cannot be placed in another position in his classification or in his classification series in accordance with the above procedure may elect to displace a lower seniority employee in an equal or lower paying classification in his own department, or if none, in another department, provided however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position. It shall be presumed that an employee who passed his probationary period in another classification is able to perform the work of that classification. An employee may displace a lower seniority employee in a higher paying classification only if he has completed his trial period in such higher paying classification or has previously performed in the higher classification and is able to perform work of the higher classification without a trial period.

f. - Employees who are laid off from their permanent classification in accordance with the above procedure shall have their names listed on a re-employment list for that classification in the order of their seniority.

Recall

a. Recall rights for an employee shall expire if he is laid off for a continuous period equal to his length of seniority, or of one (1) year, whichever is greater.

b. When an increase in force occurs and there are employees on layoff, the following rules shall apply:

1. A notice of all job openings will be sent to laid off employees and the Union.

2. Insofar as possible, employees will be returned to the department where they were working prior to layoff.

3. Employees whose names appear on the re-employment list for the classification being increased shall be reappointed to that classification according to seniority.

4. Laid-off employees who are not recalled after the completion of the above procedure may elect to accept employment in a vacant position in a lower classification of the series to which their classification belongs.

5. Laid-off employees who are not recalled after the completion of the above procedure will be granted an opportunity, in accordance with seniority, to be appointed in preference to any Civil Service residents list to vacancies in classifications within the Local 520 bargaining unit if they possess the basic qualifications for the classification and are able to pass the required examination, if such is required to Local 520 employees under Article 12. Employees appointed under this section shall be granted up to an eight (8) week trial period to determine their ability to perform the job.

6. Recall will be by written certified notice, return receipt requested, to the Employee's last known address on file with the City and shall require that the Employee report for work within three (3) days after the date of delivery or proof of non-delivery. Failure to respond within the above-mentioned time will be considered as voluntary resignation. It shall be the employee's responsibility to notify the employer of any change of address.

7. No laid-off employee shall be required to take a temporary position if he has obtained interim employment elsewhere. Should the temporary position become permanent, the employee shall be notified again and be given first preference to that position.

8. Should an employee have accepted interim employment elsewhere during his layoff and should said employee respond as required in No. 6 above he shall be allowed to give his interim employer a two (2) week notice of resignation before returning to the City employment. Notice shall be given to the interim employer on his next regular business day.

9. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed to report for work within the required time limit, he shall not thereafter be displaced by such older seniority employee.

10. Independent of any recall rights as defined by this section, laid-off employees shall have promotive rights under Article 12.

11. Any dispute between Union and Management shall be subject to immediate negotiation under the provisions of Special Conference, and is proper subject for the grievance procedure starting at Step 4.

12. PROMOTIONS

A. The order of priority for promotional purposes shall be: Personnel city wide.

(1) Promotions or transfers to be made without written examination on the basis of seniority and qualifications set by the City. Job vacancies shall be posted for a period of two working days on the bulletin board city wide. Employees will then be offered the position based upon seniority. Employees will have a maximum of 24 hours to respond to the offer. Employees on an approved leave of more than one day must either state their intentions regarding the posted position prior to their leave or leave a telephone number where they can be contacted to be asked regarding the posted position. An employee on an approved leave at the time of the posting will have the option to exercise his right to the posted position upon return from said leave. The employee is responsible to inform the employer of his intentions. A lack of a reply will be considered as a negative reply. A person who is awarded a promotion cannot be offered another promotion while he is in a probationary period. A person who accepts a lateral transfer or downgrade is not eligible for another lateral transfer or downgrade for a period of one year. When a job vacancy is posted one posting shall be used to fill the vacancy plus any vacancies created by lateral transfer or promotion.

The senior qualified applicant shall be granted up to a four (4) week trial period to determine:

- a. His ability to perform the job.
- b. His desire to remain on the job.

*see Section 13 for eligibility.

2. If an employee is returned to his former classification due to an unsuccessful trial period, or in the event that the senior applicant is denied the promotion, reason for such denial shall be given in writing to such employee, his steward and the Union within three (3) working days. The employee shall have the right to appeal such denial to the City Manager within five (5) working days, who shall hear the appeal within ten (10) days following said request or the matter may be taken up at the fifth (5th) step of the grievance procedure.

3. During the trial period, employees will receive the rates of the next step above the rate of the former grade.

B. Temporary Promotions

In situations where a temporary vacancy is caused by sick leave, vacation, leave of absence, or an unforeseen emergency requiring additional help, the senior qualified employee in the next lowest series, or if none, the senior qualified employee in the department shall be promoted for the duration of such situation, provided however, that such temporary promotion shall be limited to a period of ninety (90) days, except that the

Employer and the Union may mutually agree to extend such promotion for an additional ninety (90) day period. Such employee shall be paid the maximum rate of the job he is performing for all time worked on such job.

C. Working in a Higher Classification

Employees required to perform work of a higher classification for short periods of time such as to fill in for an employee who is late or absent for the day shall be paid the maximum rate of the job they are performing for all time worked on such job if in excess of one (1) hour. It is understood by the parties that job descriptions do not necessarily specify every duty required of an employee and that the same duties may be required of employees in several classifications not necessarily compensated at the same rate.

D. Part-time, Co-op, or Temporary

Part-time employees including co-op students shall not be utilized to deprive a bargaining unit employee of this position. For purposes of this contract, the definitions of co-op student shall mean a high school or college student. If such employee becomes a permanent employee through regular city application procedure with or without a break in his employment, his seniority shall date only from his appointment as a full-time Civil Service Employee.

E. In situations where a temporary vacancy is caused by promotion or demotion, the senior qualified employee in the next lowest series, or if none, the senior qualified employee in the department shall be promoted for the duration of such situation provided, however, that such a temporary promotion shall be limited to a period of four (4) or eight (8) weeks. Such employee shall be paid the rate of the next highest step from his present salary.

13. TRANSFER, SHIFT AND LOCATION REQUESTS

*Lateral transfers will be considered on a seniority basis during each promotional period. Only one (1) successful transfer will be permitted per employee in a twelve (12) month calendar period. Shift requests will be handled on a seniority basis. Transfers shall become permanent after a four (4) week period to determine:

- a. His ability to perform the job.
- b. His desire to remain on the job.

Temporary transfers of employees from a position in one class to another position in the same class in the same department may be made by the Department Head.

* Request for downgrade shall be considered as a lateral transfer.

14. DISCHARGE OR SUSPENSION

A. The Employer shall not discharge or suspend any Employee without just cause. The Employer agrees promptly upon the discharge or suspension of an Employee to notify in writing the Union Steward of the discharge or suspension.

B. Should the Union consider the discharge or suspension to be without just cause, the Union may request in writing that the City Manager, or his designated representative, meet with the employee and the Union President and Chief Steward within two (2) working days of the discharge or suspension. However, the Union shall give ample notice to the City Manager to set up such meeting. The City Manager, or his designated representative, shall give his answer to the Union within five (5) regularly scheduled working days after the hearing of the complaint. If said answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure at the fourth step.

15. EMERGENCY CALL OUT

A minimum of four (4) hours at the straight time rate or at the time and one-half rate for actual hours worked, whichever exceeds the other, shall be paid all employees who are called back to duty after having been released from the regular day's work. An employee who answers an emergency call shall be considered as being on duty for the full four (4) hours, and another call within this four (4) hour period shall not entitle the employee to extra consideration beyond the four (4) hour period.

This section excludes scheduled overtime prior to regular shift for which notification has been given by end of previous shift.

16. INJURIES

All employees injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Workman's Compensation Laws of the State of Michigan. In addition to the minimum amount required by law, the City shall pay an additional sum not to exceed the difference between eighty percent (80%) of his regular salary and the said compensation payment, provided this payment is not less than his normal net pay. (Gross pay minus taxes and retirement.) Such additional payment shall be made for a period not to exceed six (6) months and shall not be paid for injuries received because of negligence on the part of the employee injured.

All persons returning to work after injury shall be capable of performing their full duties of the position available. Employees will be reinstated to the job held prior to their injury provided the City physician has released them to return to their regular position without restrictions or limitations.

When a city employee is involved in any accident during working hours that results in loss of time or injury and suit is brought against other persons outside the city, all damages to the city and workman's compensation carrier shall be repaid from the resulting settlement.

The City reserves the right to have any employee on a job injury examined by the city physician for assignment to either the department where permanently assigned or to another department. These job injury assignments will be for a period not to exceed either (1) until employee is cleared for full duty or (2) six months maximum. These assignments are the prerogative of management.

Further, the assignment of an employee will not interfere with any non injured employee assignments. The employee placed upon this type of assignment will not be subject to overtime.

17. OTHER LEAVES OF ABSENCE WITH PAY

Leaves with pay may be authorized in order that regular employees may attend official meetings, if such leaves are recommended by the Department Head, and approved by the City Manager. Leaves with pay may also be granted for the purpose of allowing a regular employee to engage in official training courses or participate in other official activities; also, for city employees serving Jury Duty (city may request employee be excused), the city will pay the difference so as to maintain regular rate of pay.

The city will allow for contract ratification only up to two (2) hours paid release time for afternoon shift employees when meetings are held at either the Civic Center or Recreation Center, at no cost to the union, with the understanding that all facilities are kept functional with personnel available. Releases as listed below:

Civic Center/Police-Court/Recreation: By seniority, but one must remain.

Recreation: Released only if no scheduled events.

18. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these Rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for three consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

19. LEAVE OF ABSENCE WITHOUT PAY

The Personnel Director may grant a regular Employee leave of absence without pay for not to exceed one (1) year. No leave without pay shall be granted except upon written request of the Employee. Whenever granted, such leave shall be in writing and signed by the Department Head and a copy filed with the Personnel Director. Upon expiration of a regularly approved leave without pay, the Employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an Employee on leave to report promptly at its expiration, or within a reasonable time after notice of return to duty, shall be cause for discharge. Leave without pay shall be granted only when it will not result in undue prejudice to the interest of the City beyond any benefits to be realized. Application for leave for travel or study calculated to equip the Employee to render more efficient service to the City may be deemed to involve such compensating benefits to be measured against the loss or prejudice to the interests of the City involved keeping open the position or filling it temporarily until the return of the Employee. No leave shall be granted primarily in the interests of the Employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the City and whose service it is desirable to retain even at some sacrifice.

20. PAY ADVANCE

Checks may be issued in advance only with the approval of the Department Head and the Personnel Director. Payroll advance preceding vacation leave may be approved by the Department Head. Reasonable notice would be considered as not less than five (5) days. Pay advance shall be limited to not more than two (2) per employee per year.

21. USE OF PAST RECORD

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on any employee for falsification of his Employment Application after a period of two (2) years from his date of hire. Also, an employee may request to see his personnel file after requesting and receiving permission from the City Manager and in the presence of a Union Officer, if requested.

22. VETERAN'S LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

23. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

24. LEAVE FOR UNION BUSINESS

Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for a period not to exceed one (1) year, and upon their return shall be re-employed at work with accumulated seniority. Only one (1) shall be allowed this status during any one-year period of time.

In the event it becomes necessary for members of the Union's grievance committee to meet with representatives of Council 25 which takes them from their place of employment, it will be done based on the following:

1. The Employer must receive at least five (5) days advance notice of the intended meeting. Such notice must state the time and date of the meeting as well as the number of the grievance involved.

2. Paid release time granted in accordance with this Agreement shall be limited to two (2) members of the current or immediately previous Grievance Committee. The two employees shall be selected by the Local Union President. Except for exceptional cases, the names of these individuals shall be contained in the notice provided in paragraph one.

3. The paid release time shall be limited to three (3) one-half day occurrences per contract year (July 1 to June 30) and shall be held in the afternoon only, beginning at noon.

25. UNION BULLETIN BOARDS

Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-city mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the City Administration.

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

The bulletin boards shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets of political matters.

26. REST PERIOD

If, after working a regular shift, an Employee is called out for an emergency that involves ten (10) hours or more, he shall be entitled to a four (4) hour rest period during his next regular shift at a regular straight time of pay, provided the following day is a regularly scheduled work day. Exception to this would be any employee who works at least ten (10) hours on a Sunday with at least three (3) hours of the ten (10) hours being worked after twelve o'clock midnight will also be entitled to a four (4) hour rest period on Monday morning if that is his regularly scheduled work day.

All employees shall be allowed two (2) fifteen (15) minute rest periods during the work day. Such rest periods should be fifteen (15) minutes during the morning and fifteen (15) minutes during the afternoon.

27. PHYSICAL EXAMINATIONS

The City will pay the time and pay the cost of all physical examinations required of all employees covered by this contract.

28. CHALLENGE OF EXAMINATION REPORT

In the event the report of the employee's attending or examining physician is challenged by the City Administration or if the Union challenges the report of a City doctor's examination, then the following procedures shall be followed:

a. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.

b. If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

c. In the event mutual agreement cannot be reached to equitable and amicable dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the City and the Union, by an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on the parties.

d. The Employee is responsible to provide and release all medical information to the examining physician on date of examination.

Should this dispute go beyond five (5) days without a third party opinion, the City shall pay for lost time starting the sixth (6th) day.

29. NORMAL WORKING HOURS

Eight (8) hours per day, forty (40) hours per week.

30. OVERTIME

Overtime shall be paid at the rate of time and one-half for all time worked after 8 hours per day or 40 hours per week for all employees and shall be a matter of arrangement by mutual agreement between the Director of Personnel, the Department Head, and the Employee. The Union will maintain accountability for all employees' overtime charges. The City will be accountable for contacting the proper personnel to work.

1. Saturday work - Saturday work shall be paid at the rate of time and one-half the regular hourly rate.
2. Sunday work - Sunday work shall be paid at double the hourly rate.
3. Holiday work - Holiday work shall be paid at the hourly rate plus double time.

31. SHIFT PREMIUM PAY

Shift premium shall be paid as follows: Premium pay in the amount of seventy-one cents (\$0.71) shall be paid for shift work commencing between the hours of 3 p.m. and 7 p.m. Premium pay in the amount of one dollar and five cents (\$1.05) shall be paid for shift work commencing between the hours of 12 midnight and 7 a.m.

32. PAID HOLIDAYS

All City Employees shall be compensated for thirteen (13) holidays. They are as follows:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day After Thanksgiving
5. Birthday
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Memorial Day
11. Good Friday
12. President's Day
13. Anniversary of Date of Hire

When one of the above holidays falls on Sunday, the following Monday will be considered a holiday for city employees. When a holiday falls on Saturday, the preceding Friday shall be considered the holiday.

To be eligible for the holiday pay, the employee must work the regular working day before and the regular working day after the holiday, unless legitimately ill, on annual leave or unless leave without pay has been previously approved by the Department Head.

Anniversary Days shall be taken in the week in which the actual Anniversary Day falls with Department Head approval. Employee maintains the right to take actual Anniversary Day off.

33. VACATIONS

All City employees who are working five (5) days per week shall be entitled to annual vacation per the following schedule:

- 10 days at 1 year
- 15 days at 4 years
- 16 days at 5 years
- 17 days at 6 years
- 18 days at 7 years
- 19 days at 8 years
- 20 days at 9 years
- 25 days at 13 years

Provided, however, that the 4th through 13th year of service must be completed prior to October 1st of any given year, before the additional days will be granted. All City employees who have worked six (6) months but less than one (1) year shall receive a vacation equivalent to 5/6 day per month with pay. Provided, however, that the vacation may not be taken until the completion of one year's service with the City. An exception to this vacation procedure will be allowed should such employee leave the City before the completion of one (1) year's service. In such cases, payment will be made for the number of days accumulated. Vacation may be accumulated up to thirty (30) days with pay. All employees shall be required to take an annual vacation. Provided, however, if an employee so desires he may work one-half ($\frac{1}{2}$) of his vacation at his regular rate of pay. The time at which an employee shall take his or her vacation shall be determined by the supervising official with due regard for the wishes of the employee and particular regard for the needs of his service. Vacation leave shall be charged against an employee in not less than half-day units. Vacation shall be earned for all compensable time. A complete vacation schedule of all departments shall be submitted to the personnel department not later than April 1 of each year. Not more than two (2) employees from the Sanitation and Highway Departments will be allowed to be on vacation at the same time, **except during the months of July, August and November when three (3) employees in the Highway Department may be off on vacation.

A Department Head may consider other requests dependent upon departmental requirements.

Upon retirement only an employee may be paid up to 58 days earned vacation. This lump sum vacation payment will be considered part of Final Average Compensation (FAC) upon retirement.

34. FUNERAL LEAVE

In event of death in immediate family, time off with pay to attend the funeral shall be given. This shall consist of one (1) to four (4) days depending upon the circumstances, commencing with the date of death and ending with the date of the funeral, and shall be granted by arrangement with the Personnel Director provided, however, that the maximum is three (3) days for a death within 400 miles of the City and four (4) days maximum for deaths beyond 400 miles. Immediate family is defined as spouse, children, grandchildren, mother, grandmother, father, grandfather, sister, brother, step-parents, step-children, step-grandparents, step-grandchildren, step-brothers, and step-sisters of employee or spouse. It is understood that immediate family does include those family members of a widower's deceased spouse but not a divorced spouse. Time off without pay to attend the funeral of more distant relatives may be allowed with prior approval of the Personnel Director.

35. SICK LEAVE

Sick Leave with pay shall be granted to employees who have been in the employ of the City for six (6) months or more at the rate of one work day for each full month of service. Sick Leave shall not be considered as a privilege which an employee may use at his own discretion, but shall be allowed only in cases of necessity and actual sickness or disability of the employee, or to meet dental appointments or to take physical examinations or other illness preventative measures.

Sick Leave for immediate family is restricted to: securing emergency medical treatment for spouse or dependent; meeting doctor appointments for minor children; school emergency for minor child being sent home for illness; doctor appointment for spouse when incapacitated or procedure would not allow vehicle to be driven; day of surgery for dependent or spouse. These types of days can be taken in half-day or full-day increments and not more than three (3) days at a time. But with the use of the third day, a doctor's excuse must be presented. Additional sick time may be granted upon request of employee, but is at the discretion of management.

Such items as these shall be charged against sick leave. To receive compensation while absent on Sick Leave, the employee shall notify his immediate supervisor or the Personnel Director prior to or within two (2) hours after the time set for beginning his daily duties.

When absent, if for more than three (3) work days, the employee shall be required to file a physician's certificate. A request form for Sick Leave must be filled out immediately upon the employee's return to work. An employee injured on any other gainful employment outside of City employment shall not be eligible for Sick Leave or for duty disability leave. An employee shall not accumulate Sick Leave benefits while using same or for any other leave without pay.

*Immediate family: Shall be defined as employee, spouse of employee and dependent children of employee living at home.

Total accumulation of sick days is unlimited, however, payment will be made on a maximum of 200 days.

Upon retirement only, all labor group employees will be paid 100% of their accumulated sick days up to a maximum of 200 days.

Employees will receive bonus days as follows:

For the use of five (5) days or less sick time during each year of this contract, two (2) bonus days;

For the use of three (3) days or less sick time during each year of this contract, three (3) bonus days.

36. PERSONAL LEAVE

During the term of this contract each permanent employee shall receive three (3) personal leave days per year. These days may be taken without presenting reason, but notice must be given by noon the prior day to the immediate supervisor and not more than two (2) days may be taken consecutively. Unused personal leave days, at the termination of each contract year, will be credited to the sick bank. Personal leave days may not be used the workday prior or the workday following a holiday. Personal leave days are advanced each year, therefore, any employee leaving the employment of the City prior to June 30 of any contract year will be entitled to use only a pro rata number of personal leave days based on one (1) day for each four (4) months of work during the contract year he/she leaves the City.

37. LONGEVITY PAY

Effective with the first full pay after July 1, 1993 all employees within the bargaining unit will receive longevity on a per hour basis from the schedule below.

Each employee of the bargaining unit hired prior to 07-01-84 shall receive longevity pay in accordance with the schedule below.

Employees hired after July 1, 1984, shall receive longevity pay in accordance with the schedule below to the third (3rd) step only.

- Step 1 to be added to base pay beginning 6th year of service.
- Step 2 to be added to base pay beginning 11th year of service.
- Step 3 to be added to base pay beginning 16th year of service.
- Step 4 to be added to base pay beginning 21st year of service.
- Step 5 to be added to base pay beginning 26th year of service.

<u>Classification</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
GS-1B	.27	.54	.81	1.08	1.35
GS-2	.27	.55	.82	1.10	1.37
GS-3	.28	.56	.83	1.11	1.39
GS-4	.28	.57	.85	1.13	1.42
GS-5	.29	.58	.86	1.15	1.44

38. RETIREMENT

- a. Voluntary retirement after 30 years of service regardless of age
- b. Deferred retirement to be drawn at age 55 if employee has 20 years of service.

- c. The multiplier for all pension computations shall be 2.5 for all years of service up to a maximum. The maximum for an employee hired prior to 7-1-94 is eighty percent (80%). The maximum for an employee hired after 7-1-94 is seventy-five percent (75%).
- d. Final Average Compensation shall be based upon the best three consecutive of the last five years of service.
- e. Sick Leave Pay Off: 60% of accumulated sick leave pay off, not to exceed 120 days, may be added to Final Average Compensation.
(200 days @ 60% = 120 days)
- f. Pop-Up Option: In conjunction with Option II or Option III, a member may elect an additional "pop-up" option which, in the event the retirant's beneficiary pre-deceases the retirant, the retirant's reduced retirement allowance shall be increased and paid as if the straight life form of payment had been elected. A retiree electing this option shall have his Option II or Option III retirement allowance further reduced so that the amount received under the pop-up option is the actuarial equivalent of the retirant's straight life amount.
- g. A post retirement COLA of 10% increase effective five years after date of retirement based upon the amount of retirement allowance being paid at that time and 10% increase compounded effective five years after the first increase based upon the amount being paid at that time.
- h. An employee whose retirement contributions, which are based upon three consecutive years of employment, are diminished due to a Worker's Compensation Leave will be given the opportunity to pay the amount necessary to equalize his retirement contributions to the level they would have been had he worked a normal forty hour work week throughout this period of time. The total amount the employee must pay into the system shall be equal to the amount he would have contributed during a forty hour pay week for retirement withholding, less any amount paid into the system during the period of time the employee was receiving Worker's Compensation. Reimbursement must be made at the rate in effect at the time of the Worker's Compensation Leave. All funds must be received by the City prior to the employee's application for retirement so that actuarial calculations can be made.

PURCHASE OF PRIOR MILITARY TIME

A 520 member who has completed ten (10) years of service to the City and prior to employment with the City was called or entered any military service of the United States during time of war, period of compulsory military service or period of national emergency recognized by the Retirement Board, may have required period of active duty credited to him as membership service subject to the following conditions and limitations:

1. The member files a written election with the Retirement Board on or after January 1, 1993 to claim Military Service Credit not to exceed two (2) years and under the provisions of this subsection.
2. The member furnishes the Board such information as the Board determines necessary to verify the amount of military service claimed.
3. The member pays to the Retirement System an amount equal to the current rate (6.5%) of the members current annual salary in effect at the time of request multiplied by the period of military service claimed.
4. The required payment shall be made under one of the following options:
 - a. Payment in full within one (1) year of approval to claim military service under the provisions of this subsection.
 - b. Payment by increased bi-weekly retirement contributions over a period not to exceed five (5) years. Payment must be completed prior to application for retirement.
5. In the event a member dies prior to completion of payment required for full credit of service claimed either credit for time which payment covers will be credited or any person otherwise entitled to a retirement allowance on account of the death shall repay the full amount due within forty-five (45) days of the members death. The forty-five days does not start until notification is given by the Retirement Board.
6. Military Service Credit and the provisions of Section 15.12(A)* shall not be claimed or credited under the provisions of this section.
7. Military Service which is or will be the basis of service credit under any other public employees retirement program shall not be claimed or credited under the provisions of this section.

ANNUITY WITHDRAWAL DELETED AS OF JULY 1, 1998 CONTRACT

EMPLOYEE CONTRIBUTION

The required employee contribution will be six and one-half (6.5) percent.

Employer Pick-up of Employee Contribution effective first pay period after January 1, 1993.

Section 15.29 of the City of Roseville Employee's Retirement System is amended by adding the following new subsection.

MEMBER CONTRIBUTIONS; TAX TREATMENT. Upon implementation, the city shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, member contributions required by the Retirement System for all salary earned by the member after implementation. Member contributions picked up under the provisions of this section shall be treated as city contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such picked up member contributions shall be included in the determination of the member's gross annual salary for all other purposes under federal and state laws.

Members' contributions picked up under this section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered as part of the member's salary for purposes of determining the amount of the member's contribution. The provisions of this section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amounts directly instead of having them paid by the city to the retirement system. Implementation occurs upon authorization by the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

39. INSURANCE

The City shall provide for all members of Local 520, the following insurance coverages upon completion of six (6) months of service. The cost of the insurance plan shall be paid by the City, and said insurance plan shall cover the employee and his dependents per the Benefit Plan Document.

Members of Local 520 who feel an insurance benefit has not been interpreted correctly shall first contact the Purchasing Department, which administers the insurance plans. If the answer received is not satisfactory a meeting shall be scheduled between the City Plan Administrator and the Union Member, with Union representation. Should the answer still be unsatisfactory then the Union and/or member can then file a grievance under Article 10 within thirty (30) days per Article 10, starting at Step 3, based upon the procedure outlined in this paragraph.

A. Health Insurance

The City of Roseville shall provide Health Insurance as stated in the City of Roseville Benefit Plan that was effective January 1, 1983.

1. Major Medical Deductible \$100.00 per person per calendar year. Cumulative per family \$200.00.
2. PDP deductible \$5.00 co-pay generic Mac B. Effective 1-1-99 \$10.00 co-pay for non-generic prescriptions.

3. PPOM Office Visit Co-pay - \$15.00 effective 1-1-99.
4. Other changes effective 1-1-99 include immunizations and well-baby visits covered to twenty-four (24) months of age.
5. Effective January 1, 1996, the Plan Document will be amended to include the following Wellness Benefits:

	<u>In network</u>	<u>Out of network</u>
Routine Physicals/Diagnostic Employee & Spouse	\$15.00 co-pay-100% \$200 Annual Max Per individual	Not covered
Routine Pap Smears Employee & Spouse Limited to 1 per year Per individual	Covered in Full	Not Covered
Routine Mammograms Employee & Spouse Limited to 1 per year Per individual	Covered in Full	Not Covered
PSA Tests Employee & Spouse Limited to 1 per year Per individual	Covered in Full	Not Covered
Routine Physicals/Diagnostic Dependent Children age 6 through 19, living at home Excludes sport physicals	\$15.00 co-pay-100% \$50.00 Annual Max Per individual	Not Covered

AND the "Schedule of Benefits" is amended to increase the calendar year maximum payments - all treatments for:

Outpatient treatment of Mental Nervous Disorders, Drug or Alcohol Abuse - \$15,000.00
Annual Max
Day or Night Care Treatment payable as an Outpatient Benefit. Lifetime Maximum -
\$5000.00

AND the in network co-pay has decreased as follows:

	<u>In network</u>	<u>Out of network</u>
Outpatient psychiatric expense benefit	\$15.00 co-pay	Basic up to \$400.00 then Major Medical limited to 75%
Substance Abuse Visits	\$15.00 co-pay	limited to 75%

Health Insurance for Retirees

A. Employees hired before February 1, 1992 shall be granted health insurance benefits as stated in the City of Roseville Benefit Plan, effective January 1, 1983 and restated as of January 1, 1989, per Class II (Retirees Benefit Schedule) and any other reference to Class II Benefits for Retirees.

B. Retirees shall maintain those health and optical insurance benefits and deductibles in effect on the date of their retirement, for themselves and their eligible dependents without any adjustments ever.

C. Employees hired after February 1, 1992 shall be granted health insurance benefits at the rate of 4% (.04) per year of service. Example: An employee retiring after 25 years of service would receive 100% of his health benefits paid by the City or employee retiring after 10 years would receive 40% of his health benefits paid by the City. If the employee participates in the plan, the balance would be automatically deducted from monthly retirement benefits.

D. Further, any employee hired after February 1, 1992 who leaves the employment of the City and defers pension benefits shall not be eligible for health insurance benefits. Benefits will be for employee and spouse only, with dependent coverage allowed at cost.

E. The Plan shall be secondary to all retirees if retiree has coverage from previous employer. It is mandatory that all retirees participate in Parts A and B of Medicare when eligible. It is further agreed that the City shall pay any premium paid by the retiree only for Medicare Coverage. This excludes spouse of retiree. This benefit applies to employees retiring after February 1, 1992.

F. The funding for Retiree Insurance will be provided by the General Fund to the Retirement Fund and by the Retirement Fund as provided by Public Act 201 of 1968.

Life Insurance: The City shall provide each employee who has completed six months of service with a life insurance policy in the amount of \$20,000. The City will further provide upon retirement life insurance in the amount of \$7,500 at a cost to the City not to exceed \$3.15 per month per man. Any increase in rates to the City due to providing this coverage to the retiree, shall be paid in total by the retiree.

Other Insurance: Other insurance provided for all employees of the City who have completed six months of service, and for which the City will bear the entire cost is as follows:

- a) Accidental Death and Dismemberment \$20,000 (non-occupational).
- b) Non-occupational accident and sickness weekly benefits. Waiting period normally required will not be added to the period following the use of sick time, providing at least one (1) sick day for accidents and seven (7) sick days for illness were used prior to request for payment. No payment will be made, however, until all sick leave benefits are used.

(1) Accident: Payment from first day \$300 per week for twenty-six (26) weeks.

(2) Sickness: Payment from eighth day, \$300 per week for twenty-six (26) weeks.

c) Dental Insurance: An employee may choose the traditional dental plan as described in the Plan Document or select an alternate preferred provider plan (Dentemax), providing the benefits as stated below:

	<u>Traditional</u>	<u>Preferred Provider</u>
Class I benefits	80-20	100%
Class II benefits	60-40	90%
Class III benefits	50-50	60%
Orthodontics	50-50, \$1000 Lifetime Maximum	50% - Lifetime Maximum \$1,000
Total yearly benefits	\$600	\$600

During the term of this contract the dental cap will increase \$100.00 per year (year beginning 1-1-99) to a maximum of \$1,000.00. Also, effective 01-01-99 the orthodontic insurance maximum will increase to \$1,500.00, and not be included in the annual dental cap.

d) Optical Insurance: The City shall provide optical insurance for any optical use performed by a licensed doctor for examinations, glasses, or contact lenses, up to a maximum of \$300.00 per calendar year for the total family with no accumulations from year to year, with additional increases of \$25.00 per year beginning 01-01-99, to a maximum of \$400.00.

40. WAGES

	97-98	98-99 3%	99-00 3%	00-01 2.5%	01-02 3%	02-03 2.5%
GS-1B						
Beginning rate	14.56	15.00	15.45	15.84	16.32	16.73
3 months	15.09	15.54	16.01	16.41	16.90	17.32
6 months	15.20	15.66	16.13	16.53	17.03	17.46
12 months	15.45	15.91	16.39	16.80	17.30	17.73

Positions within this classification: Laborer: Sanitation, Highway, Parks, Water, Rodman, (janitors)

GS-2						
Beginning rate	15.20	15.66	16.13	16.53	17.03	17.46
3 months	15.32	15.78	16.25	16.66	17.16	17.59
6 months	15.45	15.91	16.39	16.80	17.30	17.73
12 months	15.64	16.11	16.59	17.01	17.52	17.96
Promotional	15.52	15.99	16.47	16.88	17.39	17.83
30 days	15.64	16.11	16.59	17.01	17.52	17.96

Positions within this classification: Laborer-Driver: Sanitation, Highway, Parks, Water, Water Meter Reader
Building Attendant, Tire/Lube Man (Mechanics Division), Water Meter Installer and Repair
Utility Concrete Inspector

GS-3						
Beginning rate	15.45	15.91	16.39	16.80	17.30	17.73
3 months	15.52	15.99	16.47	16.88	17.39	17.83
6 months	15.64	16.11	16.59	17.01	17.52	17.96
12 months	15.88	16.36	16.85	17.27	17.79	18.24
Promotional	15.75	16.22	16.71	17.13	17.64	18.08
30 days	15.88	16.36	16.85	17.27	17.79	18.24

Positions within this classification: Water Meter Repair/Stock Room Clerk, Leader Janitor/Tool Crib
Clerk-Reserve Utility Janitor/Tool Crib (DPW), Utility Operator, Forestry Worker

GS-4						
Beginning rate	15.75	16.22	16.71	17.13	17.64	18.08
3 months	15.84	16.32	16.81	17.23	17.75	18.19
6 months	15.97	16.45	16.94	17.36	17.88	18.33
12 months	16.16	16.65	17.15	17.58	18.11	18.56
Promotional	16.02	16.50	17.00	17.43	17.95	18.40
30 days	16.16	16.65	17.15	17.58	18.11	18.56

Positions within this classification: Automotive Parts Room Manager, Equipment Operator I,
Sewer Jet Operator/Leader

GS-5						
Beginning rate	15.77	16.24	16.73	17.15	17.67	18.11
3 months	16.00	16.48	16.97	17.39	17.91	18.36
6 months	16.18	16.67	17.17	17.60	18.13	18.58
12 months	16.43	16.92	17.43	17.87	18.41	18.87
Promotional	16.27	16.76	17.26	17.69	18.22	18.68
30 days	16.43	16.92	17.43	17.87	18.41	18.87

Positions within this classification: Automotive Mechanic, Dog Warden, Maintenance Division Leader, Utility
Water Service Man, Automotive and Truck Diesel Mechanic, Water Equipment Utility Operator,

41. UNIFORMS

General Employees	\$450
Dog Warden	\$550

Mechanics: City will furnish five (5) sets of uniforms same as mechanics foreman along with \$125.00 annually for the purchase of boots, jacket and rain gear.

All general City employees receiving a clothing allowance shall conform to the following regulations:

1. The uniforms for all employees shall be the same color and shall consist of matching or contrasting pants and shirts. Short and/or long sleeve shirts are acceptable in season. Season for short sleeves shall be from March 1 to October 31 of any given year.

2. Uniform to be made of a wash and wear material similar to present uniforms and the same material once selected will be worn by all employees. Union to inform City of its selection.

3. Levi-type pants will be allowed as long as they are uniform pants. Blue jeans are not permitted. Levi shirts are not permitted in accordance with Paragraph 1.

4. Uniforms to be clean and presentable at all times. The Department Head shall have the right to require new uniforms when he deems that uniforms are not in a presentable condition.

An employee, when he disagrees with the Department Head's decision, may proceed to Step 2 of the grievance procedure.

5. Employees reporting to work and not in proper uniforms, according to the above regulations, will be sent home without pay.

6. Coveralls and all other outerwear (summer or winter) such as jackets, hats, or optional sweaters, sweat shirts, or vests, must conform to the following specifications. Slight variations in color are acceptable and only markings, lettering or insignias attached must denote "City of Roseville". The name of the employee may also be attached.

Summer Coveralls	Departmental Color
Winter Coveralls	Departmental Color, Brown or Hunter Orange
Summer or Winter Jackets (long or short)	Solid Navy Blue or Departmental Color
Optional Vest, Sweater, Sweat shirt or Hat	Solid Navy Blue or Departmental Color

Uniform must be worn at all times - no exceptions.

7. Utility Concrete Inspector shall be required to either wear a uniform or street clothes. Should street clothes be chosen then the uniform allowance will be prorated for time spent in another department.

8. Should an employee be absent from employment for a period of time exceeding thirty (30) calendar days without pay (to include Leave Without Pay, Extended Insurance Benefits per Other Insurance Sick and Accident, Injury per Article 16 beyond six (6) months) the employees next regular uniform allowance payment shall be adjusted for all time off without pay beyond thirty (30) days, proportionately prorated to the nearest payment.

42. STAND-BY TIME

All employees required to stand by at home by their Department Head, or immediate supervisor shall be compensated for such time at the rate of \$5.00 for each eight (8) hours, or a fraction thereof, with a maximum of \$15.00 for any twenty-four (24) hour period. To receive payment, the employee must hold himself available during the time specified.

43. MECHANICS HANDTOOLS

The City will replace, through the foreman of the division, those tools that are worn out, stolen or lost. All special tools purchased will remain the property of the City. In the event City repairs require metric tools, this item would be reopened for negotiations.

44. MILITARY LEAVE

Any permanent full-time City employee who enters upon active duty with the armed forces of the United States, or who is drafted under Universal Military Training regulations (including the woman's auxiliaries thereof) shall, if such employee requests it before he leaves his City employment, be granted a leave of absence without pay for the period of service or duty required and for a period of ninety (90) calendar days following the period of actual required service or discharge from a Veteran's Hospital. Time spent in military service, while an employee is on military leave, will be counted toward municipal service for the employee. However, for the military service to count, the individual must have been a City employee prior to entry into service, and return to the City employ after the completion of military service. In addition, the time counted shall not exceed that needed to complete selective service requirements. At any time before the expiration of such military leave of absence, the employee shall have the right to return to his prior position provided:

- a. The position still exists;
- b. He is still qualified for same;

- c. His service with the armed forces has been honorable and he can establish this fact to the satisfaction of the Personnel Director;
- d. He can pass the City's required physical examination.

In the event that the employee's position is non-existent, or the employee is no longer physically qualified for his position but able to satisfactorily perform the duties of some other City position, every reasonable effort shall be made to place such employee in a position in City service which carries a salary range comparable to that of his former position. These rules pertaining to Military leave shall cover all employees presently in the Military service.

45. RATIFICATION

The Union agrees to submit this agreement to the employees of the bargaining unit covered by this agreement for ratification by them, and the International Union and its Local Union will recommend to the employees that it be ratified.

46. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until June 30, 2003.

a. If either party desires to terminate this agreement, it shall, by February 15th prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year, thereafter subject to written notice of termination by either party on written notice prior to the current year's termination date.

b. If either party desires to modify or change this agreement, it shall, by February 15th prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

c. Notice of Termination/Modification - Notice shall be in writing and shall be sufficient if sent by regular mail, and addressed, if to the Union, to 600 W. Lafayette, Detroit, Michigan 48226, and if to the Employer, addressed to 29777 Gratiot, Roseville, Michigan 48066, or to any such address as the Union or Employer may make available to each other.

47. PROMOTION OF PRODUCTIVITY AND EFFICIENCY

a. The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the employer must, within the existing framework of the statutes of the State of Michigan, maintain municipal services within the City of Roseville as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

b. The Union recognizes the Employer's right to manage its affairs and direct its work force, and agrees that its members will not engage in activities during working hours that detract from their productivity.

48. RESIDENCY

Present and future employees of the Local #520 AFSCME bargaining unit must reside within Macomb, Wayne, Oakland, or St. Clair County within one (1) year of employment.

49. VOLUNTARY TERMINATION BY EMPLOYEE

An employee leaving voluntarily forfeits all rights of seniority and benefits and has no right to re-employment except under standard hiring procedures of application and testing to be placed on an eligibility list. Continuation of any benefits are subject to state and federal law at time of termination.

50. CONFLICT WITH FEDERAL AND STATE LAW

Both employer and employees recognize that the American Disabilities Act, the Handicappers Rights Act, the Family Medical Leave Act, and the Omnibus Transportation Employee Testing Act provide certain rights and responsibilities that may conflict with this agreement, notwithstanding, both parties hereto agree that said Acts and any amendments thereto shall supersede this Agreement.

51. NON-WORK RELATED INJURY - LIGHT DUTY

Any employee incurring a non-work related injury who is deemed by their doctor to be able to work, however is restricted from performing their normal job may, upon the employee's request, be allowed to perform light duty work. It is the obligation of the employee to secure and deliver to the employer a doctor's statement of the diagnosis, its

expected duration, restrictions, and duties allowed. The City has the right to have the employee examined by a physician of its choice for concurrence prior to being assigned to light duty.

Should there not be a job assignment available which meets the employee's restrictions and the needs of the City this section does not apply and the employee will not be assigned to perform light duty work. The assignment of an employee to a non-job related light duty assignment will not interfere with any non injured or job related injured employee assignments (i.e. ADA or Workers Compensation). The employee placed upon this type of assignment will not be allowed to work overtime.

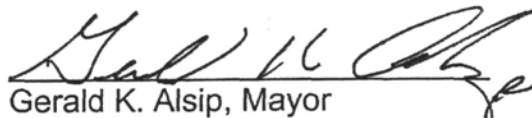
In Witness Whereof, the parties hereto have caused this instrument to be executed on the 5th day of February, 1999.

LOCAL 520 OF THE AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL, CIO

CITY OF ROSEVILLE




Gregory J. Barnowsky, President



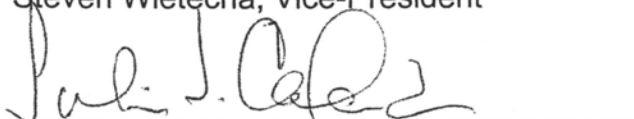
Gerald K. Alsip, Mayor



Steven Wietecha, Vice-President



Ronald A. MacKool, City Clerk



Julius Calandro, Treasurer



Thomas Aiuto, Secretary



Rick Wagge, Chief Steward



Lloyd Stage, AFSCME Representative

INDEX

ARTICLE/SECTION	PAGE
18. Absence Without Leave	18
2. Aid to Other Unions	4
28. Challenge of Examination Report	21
50. Conflict with Federal and State Law	37
14. Discharge or Suspension	17
15. Emergency Call Out	17
34. Funeral Leave	24
10. Grievance Procedure	9
16. Injuries	17
39. Insurance	29
11. Layoff & Recall	12
19. Leave of Absence Without Pay	19
24. Leave for Union Business	20
37. Longevity Pay	26
5. Management Rights	6
43. Mechanics Handtools	35
44. Military Leave	35
51. Non-Work Related Injury	37
17. Other Leaves of Absence With Pay	18
30. Overtime	22
32. Paid Holidays	23
20. Pay Advance	19
36. Personal Leave	26
27. Physical Examination	21
47. Promotion of Productivity and Efficiency	37
12. Promotions	15
Purpose and Intent	3
45. Ratification	36
1. Recognition	3
6. Representation	7
48. Residency	37
26. Rest Periods	21
38. Retirement	26
7. Seniority	7
31. Shift Premium Pay	22
35. Sick Leave	25
9. Special Conferences	8
42. Stand-By Time	35
8. Stewards & Alternate Stewards	8
23. Supplemental Agreements	20
46. Termination & Modification	36
13. Transfer, Shift & Location Requests	16
41. Uniforms	34
25. Union Bulletin Boards	20
3. Union Security	4
4. Union dues & Initiation Fees	4
21. Use of Past Record	19
33. Vacations	23
22. Veteran's Law	19
49. Voluntary Termination by Employee	37
40. Wages	33
29. Working Hours	22