

CONTRACT

City of Roseville
 and
 Local 1917 of the
 International Union of the
 American Federation of State,
 County and Municipal Employees
 AFL-CIO Supervisor's Local

Roseville, City of

JULY 1, 1998 - JUNE 30, 2003

AGREEMENT BETWEEN
CITY OF ROSEVILLE
AND
SUPERVISOR'S LOCAL #1917

INDEX

<u>Article</u>	<u>Page</u>
1. Purpose and Intent	3
2. Recognition	3
3. Aid to Other Unions	5
4. Union Security, Requirements of Union Membership	5
5. Union Dues and Initiation Fees	5
6. Management Rights	8
7. Seniority List	8
8. Chapter Chairman	8
9. Special Conference	8
10. Grievance Procedures, Discharge, Discipline and Related Personnel Matters	9
11. Working Hours	12
12. Work Order Procedure	12
13. City of Roseville Personnel Rules	12
14. Use of Past Record	12
15. Veteran's Law	12
16. Seniority of Officers	13
17. Supplemental Agreements	13
18. Leave for Union Business	13
19. Union Bulletin Boards	13
20. Limit on Use of Bulletin Boards	13
21. Rates for New Jobs	14
22. Injuries	14
23. Ratification	15
24. Termination and Modification	15
25. Promotion of Productivity and Efficiency	16
26. Schooling	16
27. Breaks	16
28. Wages	17
29. Overtime	18
30. Emergency Call Out	19
31. Personal Leave Days	19
32. Paid Holidays	19
33. Vacations	20
34. Funeral Leave	21
35. Sick Leave	21
36. Longevity Pay	22
37. Use of Private Autos	23

INDEX

<u>Article</u>	<u>Page</u>
38. Per Diem	23
39. Replacement	23
40. Promotion	23
41. Delivery of Contract	24
42. Insurance Coverages	24
43. Retirement	27
44. Clothing Allowance	30
45. Probationary Period	30
46. Residency	30
47. Cessation of Benefits	30
48. Rights and Responsibilities	31

City of Roseville
Supervisors Local 1917
07/01/98 - 06/30/03

This Agreement entered into on the 1st day of July, nineteen hundred and ninety-eight (1998) between the City of Roseville (hereinafter referred to as the "EMPLOYER") and the International Union of the American Federation of State, County and Municipal Employees and Council 25 and Affiliate Local Union No. 1917 Roseville Chapter, (hereinafter referred to as the "UNION").

That all reference to "employer" or "City" in the Collective Bargaining Contract between the CITY OF ROSEVILLE and LOCAL 1917 shall be considered to mean either the CITY OF ROSEVILLE or the BOARD OF PARKS AND RECREATION FOR THE CITY OF ROSEVILLE, or as the case may be, for the position of Director of Parks and Recreation for the City of Roseville.

1. 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. No employee of this bargaining unit shall suffer any loss of benefits in effect July 1, 1998.

2. RECOGNITION

A. 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 has hereby recognized the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment for the term of this agreement, of all permanent City Employees of the Employer included in the Bargaining Units, referred to as:

City of Roseville
Supervisors Local 1917
07/01/98 - 06/30/03

SUPERVISORY GROUPS

Group 1B

Recreation Supervisor, Administrative Assistant to the Controller, Administrative Assistant-Water Department, Computer Systems Manager.

Group I

Engineering Aide, Building Maintenance Foreman I

Group II

Foreman II in Water, DPW, Recreation, Personal Property Appraiser, Administrative Program Coordinator of Parks and Recreation, Assistant Building Inspector, Programmer Analyst.

Group III

Assistant Director/Foreman-Water, Assistant Director-DPW, Office Manager/Bookkeeper, Garage Foreman, Building Inspector, Heating Inspector, Electrical Inspector, Plumbing Inspector, Assistant Librarian, Assistant Assessor, PC Administrator, Senior Property Appraiser.

Group IV DEPARTMENT HEADS

Director of Building, City Assessor, City Controller, City Librarian, Director of Water/Sewers, Director of DPW, Director of Parks and Recreation, Director of Purchasing, Director of Information Services.

b. No persons employed by the City, nor applicants for City employment shall be discriminated against because of race, creed, color, sex, 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.

c. This Contract is to include, by reference, the job classifications for each of the positions mentioned herein as defined in the City Classification Plan and other positions which may be created from time to time.

3. 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.

4. UNION SECURITY, REQUIREMENTS OF UNION MEMBERSHIP

Employees covered by this Agreement at the time it became effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who became members of this Union during the life of this Agreement shall be required to continue membership in the Union for the duration of this 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. If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and the City Controller's Office during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the Member Agency Shop.

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

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 from the second (2nd) pay of the month and each month thereafter.

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 has made to the Union, or where a deduction is not in conformance 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 Sec. 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.

6. MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City or the Board of Parks and Recreation to operate and manage its affairs in all respects in accordance with the Law.

7. SENIORITY LIST

The Employer will keep the seniority list up to date at all times and will provide the Local Union with up-to-date copies as appropriate.

8. CHAPTER CHAIRMAN

a. The Supervisory Unit within the overall bargaining unit will be represented by the Chapter Chairman who is a regular employee and working within the representative unit.

b. The Chapter Chairman during his 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 the City Manager of same. The City Manager will reasonably grant permission and provide reasonably sufficient time to the Chapter Chairman to leave work for these purposes.

c. The privilege of the Chapter Chairman leaving 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; and the Chapter Chairman shall perform regularly assigned work at all times, except when reasonably necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

9. SPECIAL CONFERENCE

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon written request of either party and not less than 48 hours notice. Such meetings shall be between two representatives of the Employer and two representatives of the Union, but not limited to two representatives from each group. Additional members may be included by mutual consent. An agenda of the matters to be taken up at the meeting shall be included within the written request. Matters taken up in Special Conference shall be confined to those included within the agenda. Conferences shall

be held at reasonable hours as agreed upon by Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such Special Conference. This meeting may be attended by a representative of the Union Council or a representative of the International Union. No overtime expense to be incurred for time spent in Special Conference.

10. GRIEVANCE PROCEDURES, DISCHARGE, DISCIPLINE AND RELATED PERSONNEL MATTERS

Grievance procedures, discharge, discipline and related personnel matters shall be treated pursuant to the terms of this section.

a. Grievance Procedures

1. 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.

2. 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.

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

4. Each grievance shall have to be initiated within ten (10) 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 ten (10) days after the Union or the aggrieved become aware of the cause for complaint.

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

6. The aggrieved employee shall have the right to demand representation by the Chapter Chairman.

7. Any monetary awards granted will not go back greater than six months prior to the date of the grievance being filed.

Step I (Department Heads will start their grievance procedure with Step II.)

a. Within ten (10) working days from the date of the grievance the employee shall file a grievance with his Department Head.

b. Within five (5) working days from the filing of the grievance the Department Head shall meet with the aggrieved party and the Union Representative. The Department Head shall render a written decision on the dispute to the Chapter Chairman within five (5) days after the occurrence of said meeting. If the grievance is not settled at this point the Union will proceed with Step II.

Step II

Within ten (10) working days after the meeting has taken place, and the grievance remains unresolved, the Union will, in writing, file the grievance with the City Manager who in turn shall schedule a meeting on said grievance within ten (10) days of receipt of the grievance. The City Manager or his representative shall render a written decision on the dispute to the Chapter Chairman within ten (10) days after the occurrence of said meeting.

In matters regarding Disciplinary Action of the Computer Systems Manager assigned to the 39th District Court operations, it is agreed that under Steps 2 and 3 of the Grievance Procedure any reference made to the "City Manager" will be supplemented by the language "Chief Judge."

Step III

If the dispute remains unresolved after the completion of the foregoing procedure and on the basis of the City Manager's answer, the Chapter Chairman may submit the grievance to the General Civil Service Board for its dispute of supervisors below the classification of Group IV. The disputes of Group IV are

presented to the City Council, or the Board of Parks and Recreation in the case of any grievance submitted on behalf of the Director of Parks and Recreation, 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 ten (10) days after receipt of the appeal request. The City Council, or the Board of Parks and Recreation, acting as a pre-arbitration panel will give its opinion within fifteen (15) days following the meeting.

Step IV 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:

1. Arbitration shall be invoked by written notice by either party of intention to arbitrate within thirty (30) days from the date of the third (3rd) step answer. The grievance shall be submitted to the arbitrator for determination of the dispute. The arbitrator shall be picked from a list supplied by the Federal Mediation Conciliation Service (FMCS). Both the City and the Union must agree on the selection.

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 ten (10) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance. The time elements in the first four 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 with the proper time limit after the answer is due. Any grievance not appealed by the Union in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer. 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. In accordance with Section II of Act 336 of the Michigan Public Acts of 1967, 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. WORKING HOURS

All employees in the Supervisor's Union working out of City Hall shall not work more than 37 ½ hours per week, 7 ½ hours per day, 5 days per week, and all employees in the Supervisor's Union outside of City Hall shall not work more than 40 hours per week, 8 hours per day, 5 days per week.

12. WORK ORDER PROCEDURE

All orders issued to Supervisory Employees of Group IV, including the Director of Parks and Recreation, must come from the office of the City Manager. The Union shall consider it to be an unfair labor practice for any legislative person, including a member of the Board of Parks and Recreation, to order or to cause to be ordered any work to be performed without specific directions from the office of the City Manager (City Charter, Section 5.6, Council Powers, restrictions ...Except for the purpose of securing information or in the course of an investigation, neither the Council nor any of its committees or members shall deal directly with any appointed administrative officer or department of the City, but shall conduct its affairs with such officers and departments through the City Manager.)

13. CITY OF ROSEVILLE PERSONNEL RULES

When this contract document and the City of Roseville Personnel Rules are in conflict, this document shall prevail.

14. 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.

15. VETERAN'S LAW

Except as hereinbefore provided, the reemployment rights of Employees and probationary Employees will be limited by applicable Laws and Regulations.

16. SENIORITY OF OFFICERS

Notwithstanding the position of the seniority list, the Chapter Chairman and Secretary-Treasurer shall in the event of layoff only, be continued at work at all times, when one or more divisions or fractions thereof are at work, provided he can perform any of the work available.

17. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the 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.

18. 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 reemployed at work with accumulated seniority. Only one (1) member shall be allowed this status during any one (1) year's period of time.

19. UNION BULLETIN BOARDS

A. The Employer shall provide bulletin boards in the City which may be used by the Union for posting notices of the following types:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.

B. A copy of notices will be forwarded to the Employer upon request.

20. LIMIT ON USE OF BULLETIN BOARDS

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.

21. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

22. 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 which will be the difference between eighty percent (80%) of his regular salary minus said compensation payment. Such additional payment shall be made for a period not to exceed one year, and shall not be paid for injuries received because of negligence on the part of the employee injured.

The City reserves the right to have an employee examined at any time while on injury and assign the employee back to the position he held prior to injury or to another assignment as determined by the Personnel Department. These assignments are strictly the prerogative of management.

If the reports of the employee's physician and the City's physician are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference. In the event mutual agreement cannot be reached 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 Henry Ford Hospital or the University of Michigan Hospital for final determination. This determination shall be binding on all parties.

All employees released for light duty will be assigned duties and given an opportunity to work. Light duty assignments in no fashion extends or modifies the additional payment period.

Any employee incurring a non job related illness or injury and who is deemed by their doctor to be able to work, however is restricted from performing their normal job, shall upon request be allowed to work limited duty. It is the obligation of the employee to secure and deliver to the employer a doctor's prescription for the days and duties allowed.

23. RATIFICATION

The Union agrees to submit this Agreement to the Employees of the bargaining unit covered by this Agreement for ratification by them on or before _____, and the International Union and its Local Union will recommend to the Employees that it be ratified.

24. 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 the first Monday in February 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 by the first Monday in February prior to the current year's termination date.

With mutual agreement, a thirty (30) day extension may be granted if requested prior to the first Monday in February.

b. If either party desires to modify or change this agreement, it shall, by the first Monday in February prior to the 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) day's 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.

With mutual agreement a thirty (30) day extension may be granted if requested prior to the first Monday in February.

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 the Chapter Chairman, and if to the Employer, addressed to 29777 Gratiot, Roseville, Michigan 48066, or to any such address as the Union or the Employer may make available to each other.

25. 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.

26. SCHOOLING

Employees, who of their own initiative and on their own time, enroll in work-oriented courses, pre-approved by the City Manager, shall upon receiving credit for non-graded courses, or who shall have received a grade of "C" or better in a graded course, be reimbursed for the cost of books and tuition only, required for the course. The City will not reimburse for any course, or courses for an employee receiving benefits under any state or federal program except Veterans of Korea and Vietnam. The City agrees further, to continue its present policy on attendance at conferences. That policy being if approved as part of the budget, then only the approval of the Manager is necessary.

27. BREAKS

Fifteen minutes in the morning and fifteen minutes in the afternoon.

City of Roseville
 Supervisors Local 1917
 07/01/98 - 06/30/03

28. WAGES

	1998-99 3%	1999-00 3%	2000-01 2.5%	2001-02 3%	2002-03 2.5%
Group I B					
Start	34,206	35,232	36,113	37,196	38,126
Six months	35,113	36,166	37,070	38,182	39,137
One year	36,012	37,092	38,019	39,160	40,139

Positions within this classification:
 Recreation Supervisor Computer Systems Manager
 Administrative Assistant to the Controller
 Administrative Assistant-Water Department

Group I					
Start	40,134	41,338	42,371	43,642	44,733
Six months	41,035	42,266	43,323	44,623	45,739
One Year	41,935	43,193	44,273	45,601	46,741

Positions within this classification:
 Engineering Aide
 Building Maintenance Foreman I

Group II					
Start	44,572	45,909	47,057	48,469	49,681
Six months	45,942	47,320	48,503	49,958	51,207
One year	47,317	48,737	49,955	51,454	52,740

Positions within this classification:
 Foreman II: Water, DPW, Recreation.
 Personal Property Appraiser
 Administrative Program Coordinator of Parks and Recreation
 Assistant Building Inspector Programmer Analyst

Group III					
Start	49,484	50,969	52,243	53,810	55,155
Six months	50,568	52,085	53,387	54,989	56,364
One year	51,655	53,205	54,535	56,171	57,575

Positions within this classification:
 Assistant Director: Recreation, Library, Assessor.
 Office Manager/Bookkeeper
 Garage Foreman PC Administrator
 Inspectors: Heating, Plumbing, Electrical, Building.
 Assistant Director/Foreman: Water, DPW
 Senior Property Appraiser

	1998-99	1999-00	2000-01	2001-02	2002-03
	3%	3%	2.5%	3%	2.5%
Group IV					
Start	58,237	59,984	61,484	63,329	64,912
Six months	61,529	63,375	64,959	66,908	68,581
One year	64,820	66,765	68,434	70,487	72,249

Positions within this classification:

Department Heads: Assessor, Building, Controller, DPW, Information Services, Librarian, Parks and Recreation, Purchasing, Water & Sewer.

29. OVERTIME

Overtime shall be paid at the rate of time and one-half (1 ½) for all time worked after 7 ½ hours per day or 37 ½ hours per week for all employees in the City Hall and 8 hours per day or 40 hours per week for all other employees, and shall be a matter of arrangement by mutual agreement between the Director of Personnel, the Department Head and the employee. Department Heads are not eligible for overtime pay.

Assistant Director/Foremen of the Water Department and the Department of Public Works shall be paid overtime rate of a Foreman II for all overtime worked.

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 for at double the hourly rate.

3. Holiday Work: Holiday work shall be paid for hourly rate plus double time.

It was also mutually agreed that Saturday would be a regular scheduled work day and not be considered a time and one-half (1 ½) work day for the Recreation Supervisor.

It was also mutually agreed that the work for the Recreation Supervisor could consist of days or afternoons, and the work could be from Monday through Friday, during certain seasons, and Tuesday through Saturday in other seasons, depending on the need of the individual's services. Any other work beyond forty (40) hours was mutually agreed to be paid the rate of pay per union contract.

30. EMERGENCY CALL OUT

A minimum of four (4) hours at the straight time rate or time and one-half the hourly 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.

31. PERSONAL LEAVE DAYS

Three (3). These days may be taken without presenting reason, but prior notice of not less than twenty-four (24) hours must be given to the immediate supervisor, and not more than two (2) days may be taken consecutively. These personal leave days shall be accumulative if unused, and at the end of the year they shall be reserved and recorded in the vacation leave bank. Personal leave days cannot be used in conjunction with a holiday unless employee has depleted their vacation bank. Personal leave days are credited in advance each July 1st. When vacation days are exhausted, Personal Leave days become vacation days - granted subject to Department Head approval.

32. PAID HOLIDAYS

Each employee shall receive payment for twelve (12) holidays at his regular rate of pay each year after he has completed six (6) months of service They are as follows:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day - Observed
5. Fourth of July
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. New Year's Eve Day
12. Anniversary Date of Hire

Holidays which occur during vacation leave shall not be charged against vacation leave. When one of the listed holidays falls on Sunday, the following Monday shall 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.

33. VACATIONS

All employees shall be entitled to annual vacation for all compensable time per the following schedule.

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

Provided, however, that the 4th through 13th year of service must be completed prior to October 1st of the fiscal year before the additional days will be granted for the ensuing calendar year. Vacation may be accumulated up to thirty (30) days with pay. All employees shall be required to take an annual vacation. Provided, however, an employee may be compensated for up to one-half of their earned vacation per year in lieu of the time off and such time will be paid at his regular rate of pay, if requested by August 15th or second request date of November 15th. 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/her services. 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 1st of each year. Payment will be made on total amount of vacation earned upon Retirement only. Upon retirement only an employee may be paid up to 59.5 days earned vacation (This includes earned unused personal leave days). This lump sum payment will be considered part of the employee's final average compensation.

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 the state and four (4) days maximum for deaths outside the state. Immediate family is defined as spouse, children, grandchildren, mother, grandmother, father, grandfather, sister or brother of employee or spouse. Time off without pay to attend funeral of a more distant relative may be allowed with prior approval of Personnel Director.

35. SICK LEAVE

Whenever an employee is unable to report to work due to illness the necessary time off will be granted upon request to the Department Head or Personnel Director. Employees will be eligible to collect compensation for sick leave after six (6) months probation. The sick leave policy covers an employee up to one (1) calendar year for on/off duty illness or injury.

Sick leave for *immediate family is restricted to: securing emergency medical treatment for spouse or dependent; meeting doctor appointments for minor children; for consultations; 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 and recuperation; or for consultation for dependent or spouse. One (1) day sick leave increments may be taken for minor child living at home even if not taken to Doctor or Hospital. Sick leave may be taken in one hour increments to meet those situations authorized in the above paragraphs and not more than three days at a time.

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. 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.

It is Management's prerogative that if an employee goes on extended sick leave, the City has the right to hire a temporary or contractual employee for the (1) year period the employee is off.

*Immediate family shall be defined as employee, spouse of employee, and dependent children residing at home.

Enforcement

Whenever an employee is unable to report to work due to illness, he must notify his or her Supervisor or Personnel Officer. On the second day of illness, the Department Head or Supervisor may call on the absent employee to determine the nature of the illness and expected duration of absence from employment. Where illness extends more than three (3) days, the employee must acquire a doctor's statement as to the nature, extent and suspected duration of illness. The employee may report to the City clinic for examination for this purpose at his or her own expense. For reasonable cause, the employer may require the employee to report to the City clinic prior to returning to work. Failure to do so may result in loss of pay for those days the employee was absent from work.

36. LONGEVITY PAY

Effective July 1, 1993 all employees longevity will be paid at the dollar amount from the schedule below. Starting with the first full pay period on or after July 1, 1993. Each employee of the bargaining unit hired prior to 07-01-84 shall receive longevity pay in accordance with the schedule below. Longevity will be added to base pay and used to compute overtime, Holiday pay, sick pay, and other compensable rates.

Effective January 1, 1993 with the first full pay which is for a pay period starting on or after January 1, 1993, employees hired prior to 07-01-84 and transferred into the Supervisory Union will receive longevity as all other employees within the bargaining unit prior to July 1, 1984. Employees hired after 07-01-84 into City employment and transferred shall remain at a maximum of the third step.

<u>Classification</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Group 1B	600.00	1200.00	1800.00	2400.00	3000.00
Group I	700.00	1400.00	2100.00	2800.00	3475.00
Group II	800.00	1575.00	2375.00	3150.00	3950.00
Group III	875.00	1725.00	2575.00	3450.00	4300.00
Group IV	1100.00	2175.00	3250.00	4325.00	5400.00

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

37. USE OF PRIVATE AUTOS

The City will pay thirty (.30) cents per mile to all employees in the Supervisory Union for use of their privately owned vehicle in conducting City Business effective 7/1/98. City owned vehicles will be used whenever possible.

38. PER DIEM

Per Diem to be \$30.00 per day.

39. REPLACEMENT

When an employee in the Supervisory Union assumes the position of Department Head for a period exceeding ten (10) days that employee shall receive the pay of the Department Head based upon the employee's longevity for the period involved beginning after the 6th working day. Holidays are excluded as work days.

The appointment of a Group III employee to assume the duties of a Department Head shall be the prerogative of the City Manager.

40. PROMOTION

When an existing employee receives a promotion such promotion may be made in accordance with any of the following procedures at the option of the city.

1. Intra Department, Supervisory Union
2. Supervisor's Union city-wide
3. The City shall have the right to determine the amount of supervision necessary and to select employees for promotion or transfer to supervisory positions in and outside the bargaining unit.

Promotions shall 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 five (5) working days in the department wherein the vacancy exists or city-wide as

necessary. The senior qualified applicant shall be granted up to sixty (60) days trial period to determine:

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

During the trial period, the employee will receive the wages as follows:

Start - Six (6) month rate of new classification.
Six Months - Top rate.

It is understood that this section does not cover Group IV supervisors.

41. DELIVERY OF CONTRACT

The City agrees to deliver a copy of this agreement to the Union for each of its members.

42. INSURANCE COVERAGES

The City shall provide for all members of Local 1917, the following insurance coverages:

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. This Plan was created following the benefits previously in Contract being: "Blue Cross comprehensive hospital, semi-private service with Riders D-45NM, DCCR, IMB, CC, OPC and \$2.00 PDP and Blue Shield MVF-2 with Rider ML and with Master Medical Option 4, or equal.

1. Major Medical Deductible \$100.00 per person per calendar year.
Cumulative per family \$200.00.
2. PDP deductible \$5.00 co-pay for generic and \$10.00 for non-generic prescriptions, effective 1-1-99.
3. PPOM office 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; mental health lifetime cap to \$15,000 per person; well-care co-pay reduced from \$50.00 to \$15.00.

Members of Local 1917 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 the Union and/or member can then file a grievance under Article 10 within the time frames of Article 10 starting at Step II, based upon the procedure outlined in this paragraph.

B. Life Insurance

Life Insurance policy in an amount of not less than \$30,000. The City will further provide upon retirement life insurance in the amount of \$10,000 at a cost to the City not to exceed \$5.00 per month per man. Any increase in rates to the City due to providing this coverage to the retirees shall be paid in total by the retirees.

C. Accidental Death and Dismemberment

Accidental Death and Dismemberment \$30,000
(non-occupational).

D. Dental Plan

The City will offer the traditional dental plan and an alternate PPO Dental Plan which will be Dentemax or any other plan equal to the benefits stated below:

	Traditional	PPO
Class I Benefits	80-20	100%
Class II Benefits	60-40	90%
Class III Benefits	50-50	60%
Orthodontics	\$1500.00 Lifetime Maximum	50% - Lifetime Maximum \$1500

The maximum payment yearly of either dental plan is \$600.00, not including orthodontic reimbursement. During the term of this contract dental cap will increase \$100.00 per year (year beginning 1-1-99) to a maximum of \$1,000.00.

E. Optical Insurance

The City will reimburse a maximum \$300 per calendar year for any optical use performed by a licensed doctor for examinations, procedures, prescribed corrective glasses, or contact lenses. For total family. No accumulation. During the term of this contract optical cap will increase \$25.00 per year to a maximum of \$400.00 per calendar year per family, effective 1-1-99.

F. Health Insurance for Retirees

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.

Benefits will be for retiree, spouse, and eligible dependent children only.

Employees hired after January 1, 1992 shall be granted health insurance benefits at the rate of 4% (.04) per year of service. Example: An employee retiring after 20 years of service would receive 80% 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.

Further, any employee hired after January 1, 1992 who leaves the employment of the City and defers pension benefits shall not be eligible for health insurance benefits.

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 section is for all employees retiring after 1-1-92.

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. Should this funding not be provided it shall be subject to binding arbitration.

All members who retire shall receive optical insurance under the provisions in effect at the time of their retirement. Original bills submitted to Purchasing Office or any other office as designated by the City.

43. RETIREMENT

A. Voluntary retirement after 30 years 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 80%. The maximum for an employee hired after 7-1-94 is seventy-five percent (75%).

Effective 7-1-98, Final Average Compensation for bargaining unit members shall be the average of the highest three (3) consecutive years of earnings out of the last five (5) years of service.

D. 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 their 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.

E. Effective 7-1-98 a post retirement COLA of 10% increase effective 5 years after date of retirement based upon the amount of retirement allowance being paid at that time and 10% increase compounded effective 5 years after the first increase based upon the amount being paid at that time.

F. Purchase of Prior Military Time

A Supervisor who, 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:

Any new or present employee that has not purchased military service must have fifteen (15) years service prior to purchase under this section.

a. The member files a written election with the Retirement Board to claim Military Service Credit not to exceed two (2) years and under the provisions of this subsection.

b. The member furnishes the Board such information as the Board determines necessary to verify the amount of military service claimed.

c. The member pays to the Retirement System an amount equal to the current contribution rate of the members annual salary in effect at the time of request multiplied by the period of military service claimed.

d. The required payment shall be made under one of the following options:

1. Payment in full within one (1) year of approval to claim military service under the provisions of this subsection.
2. Payment by increased bi-weekly retirement contributions over a period not to exceed seven (7) years. Payment must be completed prior to application for retirement.

e. 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.

f. Military Service Credit and the provisions of Section 15.12(A) shall not be claimed or credited under the provisions of this section.

g. 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.

G. Annuity Withdrawal: Deleted as an employee benefit 7-1-98

H. Employee Contributions

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

I. Employer Pick-up of Employee Contribution

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.

44. CLOTHING ALLOWANCE

A. Boots and jackets will be given to those employees who work outside, as needed.

B. All Foremen who receive uniforms now, will continue to do so.

C. Any Foreman may choose to receive a \$300 clothing allowance instead of rented clothing. The City will allot \$100 annually to those employees who work outside for the purpose of purchasing their own boots and jackets.

All employees will maintain the current dress code as to uniforms and jackets in concurrence with the current policy.

45. PROBATIONARY PERIOD

Probationary period shall be sixty days for all existing employees of the bargaining unit and existing city employees of any other bargaining unit. Probationary period for a new hire off the eligibility list shall be six months.

46. RESIDENCY

All members of this bargaining unit shall become residents of the Macomb, Oakland, St. Clair, or Wayne County within one year of employment.

47. CESSATION OF BENEFITS

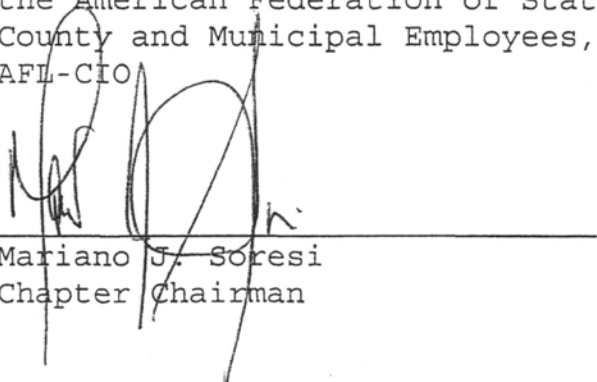
It is understood that anytime an employee is on uncompensated time that the benefits of this contract cease and benefits are prorated for time off. Certain benefits may continue under other Federal and State laws.

48. RIGHTS AND RESPONSIBILITIES

Both employer and employees recognize the others rights and responsibilities under both Federal and State Law and agree that same shall supersede any provision to the contrary in this agreement unless said law reserves to the parties hereto the right to negotiate said rights and responsibilities hereunder.

In witness whereof, the parties hereto have caused this instrument to be executed on the 14th day of July 1998.

Roseville Chapter of Local 1917
of the International Union of
the American Federation of State,
County and Municipal Employees,
AFL-CIO

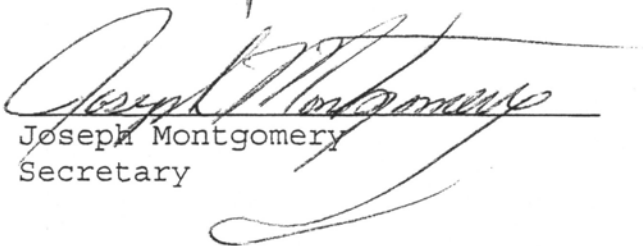


Mariano J. Soresi
Chapter Chairman

City of Roseville



Gerald K. Alsip
Mayor



Joseph Montgomery
Secretary



Ronald MacKool
City Clerk