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6/30/2002

CONTRACT
BETWEEN
CITY OF ROSEVILLE
AND
ROSEVILLE CLERICAL ALLIANCE UNION
OF THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Roseville, City of

Effective: July 1, 1998 - June 30, 2002

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ARTICLE I
AGREEMENT

1.1: This agreement entered into on the first day of July, 1998, between the City of Roseville (hereinafter referred to as the Employer) and the Roseville Clerical Alliance Union of the Police Officers Association of Michigan (hereinafter referred to as the Union.) Including all employees, GSC-1 through GSC-6, excluding supervisors.

ARTICLE II
PURPOSE AND INTENT

2.1: 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.

2.2: 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.

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

ARTICLE III
RECOGNITION

3.1: Employees Covered. 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:

Clerk I, Library Assistant II, General Stores Clerk, Civilian Communications Clerk, Library Assistant III, Clerk II, Secretary/Stenographer, Clerk-Police, Librarian I

3.2: No persons employed by the City nor applicants for the City employment shall be discriminated against because of race, creed, sex, age, handicap, color or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious, handicapped, 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.

3.3: In all sections of this contract the word he, him, her or she shall have the same meaning.

ARTICLE IV AID TO OTHER UNIONS

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

ARTICLE V UNION SECURITY

5.1: 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.

5.2: 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.

ARTICLE VI
UNION DUES AND INITIATION FEES

6.1: Payment by Check-Off or Direct to Union. Employees, including probationary, 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 Bylaws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form.

6.2: 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.

6.3: Delivery of Executed Authorization for 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.

6.4: 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 once a month from the payroll check of the Employee.

6.5: 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.

6.6: 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 conformity with the provisions of the Union Constitution and Bylaws, refunds to the Employee will be made by the Local Union.

6.7: 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.

6.8: 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.

6.9: 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.

6.10: 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 Article VI of this Agreement.

6.11: List of Members Paying Dues Directly to the Local Union. The Union will furnish the Employer a monthly list of any changes.

6.12: 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.

ARTICLE VII
MANAGEMENT RIGHTS

7.1: 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.

7.2: 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 layoff 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. It is the sole prerogative of the City to determine the amount of Supervision necessary and to select employees for either temporary or permanent promotion or transfer to Supervisory position outside the Bargaining Unit.

7.3: For the purpose of preserving work and preventing layoffs for employees covered by the Agreement, the Employer agrees that no work or services presently performed by City employees belonging to this collective bargaining unit will be subcontracted, in whole or in part, with the effect of necessitating layoffs or reducing the number of Union positions. If subcontracting is required, the Employer agrees that prior to implementation it will negotiate the effects of any such subcontracting with the Union.

ARTICLE VIII
REPRESENTATION

8.1: Number of Units. This representative unit in the City shall consist of all secretaries and clerks, GSC-1, through GSC-6.

ARTICLE IX
SENIORITY

9.1: 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.

9.2: All Employees' seniority will be city-wide.

9.3: Probationary Period. Any employee hired into the unit from the outside shall be probationary for the first twelve (12) 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. After three (3) months of employment probationary employees will have the right to purchase health insurance at the group rate.

9.4: 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.

9.5: 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.

9.6: 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 city-wide basis.

9.7: Voluntary Termination by Employee. Employee leaving voluntarily forfeits all rights of seniority and benefits and has no right to reemployment except under standard hiring procedures or 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.

ARTICLE X
STEWARDS AND ALTERNATE STEWARDS

10.1: Two (2) stewards will represent all union members.

10.2: 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 supervisor of said grievance. The supervisor 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.

ARTICLE XI
SPECIAL CONFERENCES

11.1: The City agrees to meet in special meetings, through its Bargaining Committee, with the Union Bargaining Committee, which may, at the Union's option, include counsel and/or POAM representatives, to consider all matters which come properly before said Committees. 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.

11.2: The City agrees to recognize a Grievance Committee which shall be composed of the President of the Local Union, a Steward and/or a POAM Representative.

11.3: During overtime periods when 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.

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

ARTICLE XII
GRIEVANCE PROCEDURE

12.1: 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.

12.2: 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.

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

12.4: 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.

12.5: 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, then the 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 Steward and the appropriate Department Head or his representative who may be accompanied by the supervisor involved. The Department Head or his representative shall render a written answer on the subject to the 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 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 Union President, the Steward, and when so designated by the Union President, counsel and/or POAM representatives, 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, or Union, within thirty (30) days from 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 within seven (7) working days of the demand for arbitration, they shall request Federal Mediation and Conciliation Service to appoint an impartial arbitrator to act as Chairman, in accordance with its then applicable rules and regulations.

- 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.

12.6: Limitations. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

12.7: 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.

12.8: 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.

12.9: 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.

12.10: 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.

12.11: 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.

12.12: 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 grievances pertaining to wages shall be filed starting with Step 2 of the grievance procedure.

12.13: 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.

12.14: 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.

12.15: 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.

ARTICLE XIII
LAYOFF AND RECALL

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

13.2: 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.

13.3: 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.

13.4: 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 of layoff for such classification in such department shall be as follows:

A. Employees outside the bargaining unit performing clerical bargaining unit work will be laid off first.

B. Probationary employees shall be laid off in order of their date of hire. Such employees 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 eligibility list.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. For the purpose of this article, the trial period shall be four (4) weeks.

13.5: Recall. 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.

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

- A. A notice of all job openings will be sent to laid off employees and the Union.
- B. Insofar as possible, employees will be returned to the department where they were working prior to layoff.
- C. Employees whose names appear on the re-employment list for the classification being increased shall be reappointed to that classification according to seniority.

- D. 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.
- E. 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 five (5) 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.
- F. 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.
- G. Should an employee have accepted interim employment elsewhere during his layoff and should said employee respond as required in E 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.
- H. 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.
- I. Independent of any recall rights as defined by this section, laid off employees shall have promotive rights under Article 14.
- J. Any dispute between Union and Management shall be subject to immediate negotiation under the provisions of Special Conferences, and are proper subject for the grievance procedure starting at Step 4.

ARTICLE XIV
PROMOTIONS

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

A. Job vacancies shall be posted for a period of two working days on the bulletin boards city wide. Employees will then be offered the position based upon city wide 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 a posted position. An employee on an approved leave at the time of the posting will have the option to exercise their right to the posted position upon return from said leave. The employee is responsible to inform the employer of their intentions. A lack of a response after a personal contact by the personnel department will be considered as a negative reply.

A person who is awarded a promotion cannot be offered another promotion while in a probationary period. A person who accepts a lateral transfer or a downgrade is not eligible for another lateral transfer or downgrade for a period of 18 months. When a job vacancy is posted one posting shall be used to fill the vacancy. Any vacancies created by a lateral transfer or promotion will result in a new posting. The senior qualified applicant meeting the training and experience of the job classification shall be granted up to a 90 day trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

The procedure for an employee to accept a promotion, lateral, or downgrade shall be:

The employee shall have to the end of the next shift after contact by the Personnel Office through the department.

B. Once an employee elects to lateral or downgrade, that employee relinquishes all rights to their former position. It is required prior to the employee accepting the position that he/she must speak with the prospective department head as to the duties and functions that will be required of that position. If that employee so wishes, he/she may have a steward in attendance at the meeting.

- C. 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, reasons 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.
- D. During the trial period, employee will receive the wages of the 18 month step. After 60 days, the employee will be paid at the top rate.
- E. Request for downgrade shall be considered as a lateral transfer.

14.2: 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 department in a lower grade, or if none, the senior qualified employee city wide in a lower grade, if the senior qualified declines temporary promotion the next senior qualified shall be promoted for the duration of such situation. Should more than two (2) decline temporary promotion the City reserves the right to hire Temporary or Contractual help. A 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 12 month rate of the classification rate she is performing for all time worked on such job.

14.3: Working in 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 next highest rate from their present rate in the grade they will be working in for all time worked on such job if in excess of two (2) hours.

14.4: Temporary vacancies shall be filled by the senior employee in the next lower class in the department, or if none, by the senior qualified employee city wide in the next lower class. Such employee shall be paid the rate of the next highest step from their present salary. If all efforts are exhausted to fill the temporary vacancy per 14.2 and 14.4 the City will be allowed to hire temporary help for the duration of the situation or a maximum of six (6) months, with additional time by mutual consent.

14.5: 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.

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

ARTICLE XV
TRANSFERS, SHIFT AND LOCATION REQUESTS

15.1: Shift requests will be handled on a seniority basis.

15.2: 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.

ARTICLE XVI
DISCHARGE OR SUSPENSION

16.1: 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.

16.2: Should the Union consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the Department Head or his representative within two (2) regularly scheduled working days after notification of discharge or suspension. Department Head or his designated representative shall give his answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure at the third step.

ARTICLE XVII
EMERGENCY CALL OUT

17.1: A minimum of four (4) hours at the straight time rate or at the time and one-half 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 employees to extra consideration beyond the four (4) hour period.

ARTICLE XVIII
INJURIES

18.1: All employees injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Worker'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 said compensation payment. 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. Providing this payment is not less than his normal net pay, (gross pay minus taxes and retirement).

18.2: 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.

18.3: 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.

18.4: 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 (6) months maximum. These assignments are the prerogative of management.

18.5: 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.

ARTICLE XIX
OTHER LEAVES OF ABSENCE WITH PAY

19.1: Leaves with pay may be authorized in order that regular employees may attend official meetings, if such leaves are approved by the Department Head. Leave with pay may also be granted for the purpose of allowing a regular employee to engage in official training courses or to 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.

ARTICLE XX
ABSENCE WITHOUT LEAVE

20.1: 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 (3) 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.

ARTICLE XXI
LEAVE OF ABSENCE WITHOUT PAY

21.1: 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 in 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.

21.2: Whenever a Leave of Absence Without pay is granted all Contract benefits cease except for Other Insurance Benefits granted under Article 42.5. This means the employee's date of hire is adjusted for the days off without pay (example: hire date 01-02-95, off ten calendar days without pay, adjusted hire date 01-12-95), insurance benefits become the responsibility of the employee placed on leave (except when the Family Leave Act is requested). Benefits resume when the employee returns to work.

When an employee goes on the weekly medical insurance benefit or has exhausted same the following shall be required to continue medical benefits with the exception of an employee on Family Leave under the Act. An employee going on the weekly medical insurance benefit between the 1st and 15th of the month shall pay for half of the cost of their insurance benefits for that month. If an employee goes on medical insurance benefits after the 15th of the month through the end of the month no reimbursement to the City is needed for that month. Full payment is required for each ensuing month while on leave.

When returning to work, if between the 1st and 15th of the month, no reimbursement for that month is necessary. If returning after the 15th of the month, through the end of the month, an employee shall be required to pay for one-half of the month's insurance.

ARTICLE XXII
PAY ADVANCE

22.1: 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.

ARTICLE XXIII
USE OF PAST RECORD

23.1: In imposing any discipline on a current charge except as stated in this paragraph, 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/her Employment Application after a period of two (2) years from his/her date of hire. In cases of discipline with respect to involvement in vehicle accidents, proper care of City vehicles and sick leave abuse the employer will not take into account any prior infractions which occurred more than five (5) years previously. 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.

ARTICLE XXIV
VETERAN'S LAW

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

ARTICLE XXV
SUPPLEMENTAL AGREEMENTS

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

ARTICLE XXVI
LEAVE FOR UNION BUSINESS

26.1: 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) member shall be allowed this status during any one (1) year period of time.

ARTICLE XXVII
UNION BULLETIN BOARDS

27.1: 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.

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.

27.2: 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.

ARTICLE XXVIII
REST PERIOD

28.1: All employees shall be provided with a rest period. Rest periods shall be fifteen minutes in the morning and fifteen minutes in the afternoon.

ARTICLE XXIX
PHYSICAL EXAMINATION

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

ARTICLE XXX
CHALLENGE OF EXAMINATION REPORT

30.1: 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 procedure 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 equitably and amicably 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.

ARTICLE XXXI
WORKING HOURS

31.1: Clerical - 7-1/2 hours per day, 37-1/2 hours per week.

ARTICLE XXXII
OVERTIME

32.1: Overtime shall be paid at the rate of time and one-half for all time worked after 7-1/2 hours per day or 37-1/2 hours per week.

- A. Saturday work - Saturday work shall be paid at the rate of time and one-half the regular hourly rate.
- B. Sunday work - Sunday work shall be paid for at double the hourly rate.
- C. Holiday work - Holiday work shall be paid for the hourly rate plus double time.
- D. Any employee required to return to work, or work Saturday, shall be paid at the rate of time and one-half of the regular hourly rate or four hours straight time at their regular rate, whichever is greater.

ARTICLE XXXIII
SHIFT PREMIUM PAY

33.1: Premium pay in the amount of fifty-four cents (\$0.54) per hour shall be paid for shift work commencing after 3:00 PM and seventy-five cents (\$0.75) per hour for shift work commencing at Midnight only.

ARTICLE XXXIV
COST OF LIVING

34.1: Cost of Living Adjustment. Each full-time employee shall receive a lump sum cost-of-living adjustment during the month of August of 1999, 2000, 2001, and 2002, based upon the increase in the cost of living from July 1 to June 30 of the contract year.

34.2: The cost of living index used will be the U.S. Department of Labor Consumer Price Index United States City Average using 1967 = 100. Payments shall be computed on the following formula.

One cent for each one point increase in the index in each contract year beginning on July 1st and ending twelve (12) months later. Payments will be based on total actual hours worked. All compensatory time will be used. If, during the term of this contract, the index changes, it is agreed that the new index figure will be used.

34.3: In addition to the above allowance for the cost-of-living, the City agrees to pay a yearly payment, regardless of increase or decrease in the cost-of-living, of three hundred (\$300.00) dollars per year. This payment shall become effective with the cost-of-living in August of 1982.

ARTICLE XXXV
PAID HOLIDAYS

35.1: All city employees shall be compensated for twelve (12) holidays per year. They are as follows:

- | | |
|---------------------------|--|
| 1. Independence Day | 7. Memorial Day |
| 2. Labor Day | 8. Good Friday |
| 3. Thanksgiving Day | 9. Christmas Eve |
| 4. Day after Thanksgiving | 10. New Year's Eve |
| 5. Christmas Day | 11. Presidents' Day |
| 6. New Year's Day | 12. Anniversary date of hire (eff: 1/1/82) |

35.2: 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.

35.3: 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 on compensable leave or unless leave without pay has been previously approved by the Department Head.

35.4: An anniversary day falling on Tuesday, Wednesday or Thursday may be taken on the Monday or Friday of the week in which the actual anniversary day falls with the Department Head's approval.

ARTICLE XXXVI
VACATIONS

36.1: 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

36.2: 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 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 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 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 1st of each year.

36.3: Should an employee of this bargaining unit become ill while on vacation, they shall be allowed to change vacation time to sick time per Article 36 of this contract. Please note, to claim more than three (3) days, an attending physician's certificate must be filed with the request for sick leave.

ARTICLE XXXVII
FUNERAL LEAVE

37.1: In the event of a death in the 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 four hundred (400) miles of the City and four (4) days maximum for deaths beyond four hundred (400) miles. One additional day funeral leave (for the day after the funeral) shall be granted in the event of the death of a spouse, child, or step-child. Immediate family is defined as spouse, children, grandchildren, mother, grandmother, father, grandfather, sister, brother, step-parents, step-children, step-grandparents, step-grandchildren, step-brothers, or step-sisters of employee or spouse. It is understood that immediate family does include those family members of a widow/widower's deceased spouse but not a divorced spouse. Time off without pay to attend a funeral of a more distant relative may be allowed with prior approval of the Personnel Director.

ARTICLE XXXVIII
SICK LEAVE

38.1: 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 eight (8) hours 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 case 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 or for consultations; 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 or for consultations; day of surgery and recuperation for dependent or spouse. These types of days can be taken in one (1) hour increments and not more than three (3) days at a time. Sick time up to one day may be taken if a minor child is ill and unable to be taken to a child care facility.

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 an employee notifies the City, a reason for requesting sick leave must be given. Should the reason change the employer must be notified. This reason shall be entered on a Request for Sick Leave form as noted below.

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.

The following sick leave schedule shall be applied for employees voluntarily leaving the service of the City, not at the City's request, or in the process of being discharged from City employment.

0 to 5 years employment, payment accumulated sick hours - 20%
5 to 10 years employment, payment accumulated sick hours - 40%
10 to 15 years employment, payment accumulated sick hours - 60%
15 to 20 years employment, payment accumulated sick hours - 80%
20 years of employment to retirement, payment of 100%

38.2: Total accumulation of sick days is unlimited; however, payment will be made on a maximum of 1600 hours.

A. Immediate Family. Immediate family is defined as employee, spouse of employee and dependent children of employee living at home.

B. Loss of Sick Leave While Using Sick Leave. Any time an employee is off sick from eight (8) through forty (40) working hours in a month there will be no loss of benefits. If he is off sick more than forty (40) through one hundred twenty (120) working hours he loses four (4) hours sick time. For anything in excess of one hundred twenty (120) working hours off sick in a month the employee will lose eight (8) hours sick time.

ARTICLE XXXIX
PERSONAL LEAVE

39.1: During the term of this contract each permanent employee shall receive three personal leave days per year. Personal leave days are credited in advance each contract 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 vacation bank.

39.2: Personal leave days may be taken in conjunction with a holiday providing an employee does not have vacation time and department head approval is obtained by noon the prior workday. If a department head denies personal leave in conjunction with a holiday, there is no appeal.

ARTICLE XL
LONGEVITY PAY

40.1: 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>
GSC-1	487	974	1461	1948	2436
GSC-2	509	1018	1527	2036	2546
GSC-3	534	1068	1602	2136	2670
GSC-4	555	1110	1665	2220	2775
GSC-5	568	1136	1704	2272	2840
GSC-6	637	1273	1910	2546	3183

ARTICLE XLI
RETIREMENT

41.1: The following changes were approved in the retirement system.

- A. Voluntary retirement after thirty years service regardless of age.
- B. Deferred retirement to be drawn at age 55 if employee has 20 years of service.

41.2:

- A. 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 on or after 7-1-94 is 75%.
- B. 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 retiree'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.

41.3:

- A. A post-retirement COLA of 7.5% increase effective five (5) years after date of retirement based on the amount of retirement allowance being paid at that time and a 7.5% increase, compounded effective five (5) years after the first increase.

B. Annuity Withdrawal

A Clerical Alliance member retiring pursuant to section 15.14* with a normal retirement allowance may, within thirty (30) calendar days preceding retirement, elect to withdraw all or part of the member's contributions credited to his account in the reserve for employee contributions. Partial withdrawals shall be made in increments of \$5,000 or more. Interest credited in accordance with section 15.35 shall not be withdrawn unless the total of the member's contributions credited to the member's account are withdrawn. If an election to withdraw all or part of the member's contribution is made, the member's pension shall be reduced by the actuarial equivalent of the amount withdrawn. The computed reduction will be based on the mortality table used with other option elections as adopted by the board of trustees and the interest assumption published by the Pension Board Guaranty Corporation (PBGC) for immediate annuities. The PBGC interest

assumption for December shall be used for retirements effective during the following January through June. The PBGC interest assumption for June shall be used for retirements effective during the following July through December. This election may be made in conjunction with the other option elections.

*City Charter

ARTICLE XLII INSURANCE

42.1: Hospitalization Insurance. The City shall provide for all members of the Unit, and all probationary employees beginning with their 7th month of employment, insurance coverage.

1. Major Medical Deductible \$100.00 per person per calendar year. Cumulative per family \$200.00.
2. PDP deductible - \$5.00 co-pay, generic option (PCS/MACB)
\$10.00 co-pay, non-generic (PCS/MACB), effective 1-1-99
PPOM Office Visit co-pay - \$15.00, effective 1-1-99

Members of the Roseville Clerical Alliance 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 12 within the time frames of Article 12 starting at Step 3, based upon the procedure outlined in this paragraph.

42.2: The entire cost of such insurance shall be paid by the City and said insurance shall cover the employee and dependents. "Dependent" status to be based on IRS definition.

42.3: An employee, after verifying that he/she is covered by health insurance through his/her spouse, may elect not to participate in the health insurance plan currently offered to employees in the bargaining unit.

- A. In such event, those employees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200.00) annually which shall be paid in monthly amounts.

B. If an employee elects not to participate in the plan she/he will not be allowed to re-enter the plan until the regular schedule enrollment period. However, if an employee loses health insurance coverage through his/her spouse, the employee will be allowed to re-enter the health insurance plan offered by the City of Roseville on the first day of the succeeding month.

42.4: Life Insurance. The City shall provide each employee who has completed six (6) months of service with a life insurance policy in an 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 retirees, shall be paid in total by the retirees.

42.5: Other Insurance. Other insurance provided for all employees of the City who have completed six (6) 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 accumulated 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.

42.6: 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, \$1,000 Lifetime Maximum	50% - Lifetime Maximum \$1,000
Total yearly benefits	\$600	\$600

*Subject to total yearly maximum benefits.

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.

42.7: Optical Insurance

The City shall provide optical insurance for examinations performed by a licensed doctor and corrective prescription 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.

42.8: Health Insurance for Retirees

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

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 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.

Benefits will be for employee and spouse only, with dependent coverage allowed at cost.

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.

The Plan shall be secondary 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.

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. Original bills submitted to Purchasing Office or any other office as designated by the City.

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

42.9: All insurance benefits shall cease for any reason stated in Section 9.4, Loss of Seniority. Continuation of benefits is subject to rules under the Consolidated Omnibus Budget Reconciliation Act of 1985, commonly referred to as "COBRA".

ARTICLE XLIII
WAGES

	97-98	98-99 3%	99-00 3%	00-01 2.5%	01-02 3%
GSC-1					
Beginning Rate	26,614	27,412	28,234	28,940	29,808
3 Months	26,793	27,597	28,425	29,136	30,010
6 Months	26,973	27,782	28,615	29,330	30,210
1 Year	27,332	28,152	28,997	29,722	30,614

GSC-2

Beginning Rate	26,973	27,782	28,615	29,330	30,210
3 Months	27,189	28,005	28,845	29,566	30,453
6 Months	27,398	28,220	29,067	29,794	30,688
12 Months	27,835	28,670	29,530	30,268	31,176
18 Months	28,275	29,123	29,997	30,747	31,669
24 Months	28,552	29,409	30,291	31,048	31,979

Positions within this Classification:

- Clerk I
- Library Assistant II
- General Stores Clerk
- Civilian Communications Clerk

Roseville Clerical Alliance
 July 1, 1998 through June 30, 2002

	97-98	98-99 3%	99-00 3%	00-01 2.5%	01-02 3%
GSC-3					
Beginning Rate	28,047	28,888	29,755	30,499	31,414
3 Months	28,275	29,123	29,997	30,747	31,669
6 Months	28,503	29,358	30,239	30,995	31,925
12 Months	29,219	30,096	30,999	31,774	32,925
18 Months	29,570	30,457	31,371	32,155	33,120
24 Months	29,929	30,827	31,752	32,546	33,522

Positions within this Classification:

Library Assistant III Clerk II

GSC-4					
Beginning Rate	29,219	30,096	30,999	31,774	32,727
3 Months	29,446	30,329	31,239	32,020	32,981
6 Months	29,671	30,561	31,478	32,265	33,233
12 Months	29,909	30,806	31,730	32,523	33,499
18 Months	30,151	31,056	31,988	32,788	33,772
24 Months	31,101	32,034	32,995	33,820	34,835

Positions within this Classification:

Secretary/Stenographer Clerk - Police

GSC-5					
Beginning Rate	30,151	31,056	31,988	32,788	33,772
3 Months	30,377	31,288	32,227	33,033	34,024
6 Months	30,604	31,522	32,468	33,280	34,278
12 Months	31,006	31,936	32,894	33,716	34,726
18 Months	31,412	32,354	33,325	34,158	35,183
24 Months	31,817	32,772	33,755	34,599	35,637

GSC-6					
Beginning Rate	33,747	34,759	35,802	36,697	37,798
3 Months	33,967	34,986	36,036	36,937	38,045
6 Months	34,301	35,330	36,390	37,300	38,419
12 Months	34,713	35,754	36,827	37,748	38,880
18 Months	35,123	36,177	37,262	38,194	39,340
24 Months	35,618	36,687	37,788	38,733	39,895

Positions within this Classification: Librarian I

ARTICLE XLIV
MATERNITY LEAVE

44.1: Maternity leave may be granted up to six (6) months provided the existence of pregnancy is reported in writing to the department head not later than the fourth month. Such leave will be without pay and must begin upon certification of a doctor that further service would be detrimental to health or upon the determination of the department head that the physical condition of the employee does not permit continued employment. An employee granted maternity leave would be eligible to work at either her former position or one of equal pay.

ARTICLE XLV
MILITARY LEAVE

45.1: 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 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 returned 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 the 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.

45.2: 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.

ARTICLE XLVI
EMPLOYEES PROMOTED WITHIN BARGAINING UNIT

46.1: Should any employee of the Bargaining Unit be promoted to a job outside the union, they shall cease to be members of the unit. However, should the promotionee be transferred or have been removed from such job by action of the City, other than for discipline, they shall have the right to return to their former classification in the union; providing, that such transfer shall not be allowed if it will cause the termination or layoff of any employee of this Bargaining Unit. Persons who return to the union, under these provisions, shall be credited with all of their seniority that they had prior to leaving the union and they shall not accrue any seniority while working out of this union.

ARTICLE XLVII
RATIFICATION

47.1: The Union agrees to submit this agreement to the employees of the Bargaining Unit covered by this Agreement for ratification by them.

ARTICLE XLVIII
RESIDENCY

48.1: Present and future employees of the Clerical Alliance Bargaining Unit must reside within Macomb, Wayne, Oakland, or St. Clair County within one (1) year of employment.

ARTICLE XLVIX
TERMINATION AND MODIFICATION

49.1: This Agreement shall continue in full force and effect until midnight June 30, 2002.

49.2: If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days 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 a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) day's written notice prior to the current year's termination date.

49.3: If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days 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) 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.

49.4: Notice of Termination Modification - Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Police Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239-2959 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.

ARTICLE L
PROMOTION OF PRODUCTIVITY AND EFFICIENCY

50.1: 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.

50.2: 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.

ARTICLE LI
RIGHTS AND RESPONSIBILITIES

51.1: 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.

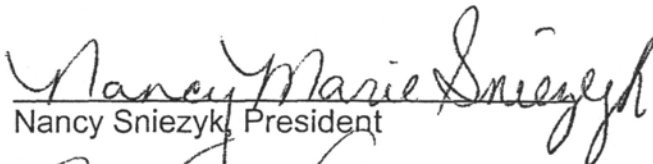
ARTICLE LII
TRAINING AND EDUCATION

52.1: Employees who of their own initiative and on their own time, enroll in one work-oriented course per semester, pre-approved by the City Manager, shall upon receiving credit for such course, and who shall have received a grade of "C" or better, be reimbursed for the cost of books and tuition only, required for the course. The City will not reimburse for any course for any employee receiving benefits under any state or federal program except veterans of Korea and Vietnam.

52.2: The City shall pay an annual sum of \$600.00 to all employees who have obtained a Masters of Library Science Degree, for services rendered during the previous contract year, on a pro-rated basis. Payment will be made by the first pay in August. Probationary employees shall have this amount pro-rated from the completion of their probationary period to the end of the contract year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 8th day of December, 1998.

POLICE OFFICERS ASSOCIATION OF MICHIGAN
ROSEVILLE CLERICAL ALLIANCE ASSOCIATION


Nancy Sniezyk, President


Colleen Vinette, Vice-President


Robert C. Wines
Business Agent

CITY OF ROSEVILLE


Gerald K. Alsip
Mayor


Ronald MacKool
City Clerk