



MASTER AGREEMENT
BETWEEN
THE CITY OF MADISON HEIGHTS
AND
THE SUPERVISORS AND ASSISTANTS UNION
LOCAL 1917.33 A.F.S.C.M.E. COUNCIL 25
JULY 1, 2017 THROUGH JUNE 30, 2018

**CITY OF MADISON HEIGHTS
AND
THE SUPERVISORS AND ASSISTANTS UNION
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This Agreement is hereby entered into this day between the City of Madison Heights hereinafter referred to as the "City" and the Supervisors and Assistants Union of Madison Heights hereinafter referred to as the "Employee" or "Union".

ARTICLE I - RECOGNITION

SECTION 1. The City of Madison Heights does hereby recognize the Michigan American Federation of State, County and Municipal Employees (A.F.S.C.M.E. Council 25) Supervisors and Assistants Union, Local 1917.33, 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 all Assistants (except the Deputy Chief of Police and the Deputy Director of Public Services), all Supervisors, Deputies and Supervisors of the Department of Public Service.

SECTION 2. The City will not interfere with, discourage, restrain, nor coerce, the Union members because of their membership in the Union or any lawful activities therein. Nor shall the City encourage the membership in said Union. The Union hereby agrees that it will not discourage, restrain, nor coerce any City employee not belonging to the Union from doing their legally assigned work arising out of the course of their employment with the City.

SECTION 3. Only full time permanent employees that come within the jurisdiction of this Agreement will be represented by this Union.

ARTICLE II - REPRESENTATION

SECTION 1. The Union shall be represented at all negotiations by not more than four (4) representatives of the Union. However, only two (2) members shall be paid by the City and only for hours they would otherwise work. Said committee shall, prior to negotiations, be authorized by the Union to bargain for the individuals in the Union and shall be able to execute agreements binding on the members of this Union in their dealings with the City. The Union shall give the names of the committee members to the Manager's Office, in writing, at the time, or before, the Union requests negotiations. The Union shall negotiate with such representatives of the City government as are provided by resolution, ordinance, or policy, adopted by the City Council, City of Madison Heights.

ARTICLE III - UNION SECURITY

SECTION 1. To the extent that the laws of the State of Michigan permit it is agreed that:

- (A) Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.
- (B) The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.
- (C) Deductions for any calendar month shall be remitted to AFSCME Council 25 and sent to 600 West Lafayette Detroit Michigan 48226. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (D) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (E) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.
- (F) The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

ARTICLE IV - HEALTH INSURANCE

SECTION 1. HOSPITALIZATION INSURANCE

A) All eligible employees shall be enrolled into Blue Cross Blue Shield Community Blue 4 (CB4) medical plan with a closed formulary \$5 generic/\$40 preferred brand/\$80 non-preferred brand prescription drug card.

The CB4 medical plan shall include a \$500 single/\$1,000 couple/family first dollar deductible, after which coinsurance will be provided at 80% with an annual employee maximum out of pocket at \$1,500 single and \$3,000 family. In accordance with Health Care Reform preventative care is covered 100%. Copays shall include \$30 for office visits, \$30 for urgent care, and \$150 for emergency room visits.

B) Effective January 1, 2012, the City shall establish a Cafeteria Plan Section 125 Flexible Spending Account (FSA) for qualified medical expenses compliant with all IRS regulations. Employees may elect to contribute into the FSA on a pre-tax basis up to a limit set by the employer in compliance with IRS regulations and Health Care Reform. Employees must establish their contributions each calendar year, and the amount may not be altered unless the employee experiences a qualifying event as defined by the IRS. The City shall not contribute into the employee's FSA for calendar year 2011, 2012 or 2013. Effective with calendar year 2014 the City's contribution into the FSA will be in accordance with Article XXV.

Qualified purchases during the calendar year using FSA funds must be submitted for reimbursement no later than the last day of February the following calendar year. Any money contributed into the FSA and not spent will be forfeited by the employee.

The City reserves the right to self insure any and all medical insurance plans as described in this Collective Bargaining Agreement at the City's sole discretion.

Effective with payroll check dated July 5, 2013 the City implemented 20% health care premium sharing for all full-time employees in accordance with Public Act 152, and Council Resolution passed at the Regular Meeting of December 17, 2012, and Regular Meeting of December 16, 2013. Should Public Act 152 be repealed, the parties will renegotiate the impact.

Effective with payroll check dated July 14, 2017 the City reduced the health care premium sharing for all full-time employees from 20% to 10%. The 10% premium sharing and PA 152 opt-out by City Council will continue for the next contract effective July 1, 2018 and will not be subject to change or negotiations during the term of that contract; however, the moratorium on these issues will be no more than three (3) years and will be subject to negotiation no later than June 30, 2020.

C) A coordination of benefits program with disclosure of other carriers shall be instituted. Each employee shall within one month after ratification of this Agreement provide the City with his or her spouse's name, social security number, employer, and the name of any hospitalization plan which is available to the spouse at place of employment. The City in conjunction with Blue Cross/Blue Shield will implement coordination of benefits pursuant to M.C.L.A. 550.251, et. seq. and the rules of the state insurance commission both of which are hereby incorporated by reference as though fully stated herein.

Blue Cross defines family to include you and/or your spouse and your children through the end of the calendar year in which they reach their nineteenth (19th) birthday.

Employees may, at their option and at their own expense, upon proper notification to the Treasurer's Office, provide protection for other dependents under the family continuance and sponsored dependents riders, such as: parents, blood relatives, members of their household, and for children over nineteen (19) years of age. Married employees whose spouses have hospitalization and surgical protection covering their entire family which is fully paid by the spouse's employer, will not be covered by Blue Cross/Blue Shield by the City, inasmuch as their family is already fully protected at no cost to them. In all other cases, the City will provide full protection to the employee and the employee's family to the extent necessary to ensure that hospitalization and surgical protection are provided.

For all periods prior to August 1, 2003, hospitalization was provided in accordance with the language in the predecessor Collective Bargaining Agreement.

D) (1) An employee may elect to receive an annual taxable incentive of \$2,400 from the City in exchange for the employee's withdrawal from the City's health insurance plan for an indefinite period. City employees who are married to each other are not eligible to receive the "opt out" incentive.

Effective March 10, 2014, the opt-out payment shall be increased to \$3,000 paid annually subject to proration provisions as listed below. Members employed as of March 10, 2014 who have received the 2013 opt-out payment at the previous rate of \$2,400 shall receive an offset for the increased payment for Fiscal Year 2013-14.

The "opt out" incentive will be paid on the 2nd pay each July.

An employee may elect to become reinstated to the City's health insurance plan prior to the next regular annual enrollment period if and only if he/she provides proof to the City that he/she has lost health insurance coverage or proof of a HIPAA qualifying event.

In all cases where an employee who received the "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this Agreement, each "opt out" payment shall be amortized at a rate of \$250 per month. For example, if the employee opted back on the City's plan on December 1, the employee would reimburse the City \$1,750 (\$250/month) for the period of December through June. The employee

will be required to reimburse the City for advance payments of the opt out incentive for each month during which the employee will be covered under the City's plan. The employee shall also reimburse the opt-out payment to the City according to the above schedule should his/her employment be terminated for any reason.

The "opt out" payment shall not be counted in final average compensation for retirement purposes.

E) *HEALTH INSURANCE FOR RETIREES*

Full-term retirement is defined as twenty-five (25) years of service with the City. The limitations set forth above shall continue to be in effect.

For eligible full-time employees retiring on or after January 1, 2012, the City shall provide Blue Cross Blue Shield Community Blue 4 (CB4) at retirement to those employees hired prior to August 23, 2009.

All full-time eligible employees and their spouses at the time of retirement who retire on or after January 1, 2012, shall receive a closed formulary \$5 generic/\$40 preferred brand/\$80 non-preferred brand prescription drug card provided the employee was hired prior to August 24, 2009.

All retirees retiring after February 1, 2014, and who are eligible for retiree health insurance as defined by this Collective Bargaining Agreement, shall receive the same prescription drug benefits afforded to active employees.

No retiree health insurance will be provided to any full-time employee hired on or after August 24, 2009. In lieu of health insurance, the employee shall receive a health care savings plan into which the City will contribute \$100 per month and the employee will contribute 8% of their base salary.

Effective October 26, 2015, for employees hired after May 27, 2009, the City's contribution to the Health Care Savings Plan will be changed from \$100 per month to an amount equal to 3% of the employee's base wage per month. Should the 3% calculate at less than \$100 per month, that member will receive \$100 per month until such time that the 3% is equal to or greater than \$100 per month.

Upon termination of employment with the City, for any reason, the employee contribution portion of the account will be available for use on a tax-free basis for any medically related expense as allowable under IRS regulations. The employer contribution portion will be available

to the employee for medically related expenses as allowable under IRS regulations, provided the employee satisfies the required seven (7) year vesting period.

Effective July 1, 2017, the employer contribution portion shall be available to the employee after a five (5) year vesting period.

Members must enroll in Medicare Parts A & B when they become eligible.

The retiree may also pay the difference in premiums between health insurance plans available through the City in order to receive the more expensive health insurance plan if available.

If a retiree obtains employment elsewhere said retiree will have the option of obtaining hospitalization with the subsequent employer or retaining the coverage as enumerated above. In no event will the employee be allowed to retain two or more separate hospitalization plans. In the event the retiree obtains, at his option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment the retiree, after giving notice to the City, will resume with the City, retiree hospitalization insurance as was in effect at the time of his retirement.

The following benefit, which does not cover past retirees, applies to all current employees hired on or after August 24, 2009. In the event of the death of a retiree who retired on or after the contract ratification date, the City will provide single coverage hospitalization insurance for the surviving spouse. Coverage is limited to that person married to the employee as of the date of retirement. City-paid coverage shall be limited to the least expensive City plan (e.g. HMO) available as of the death of the retiree; however, the surviving spouse may, at his/her option, pay the full cost of the difference between the least expensive and more expensive plans in order to receive the more expensive plan (single coverage only). Coverage shall cease upon the spouse's death or if the spouse remarries or if the surviving spouse becomes eligible for hospitalization insurance from any other sources whatsoever. (The City's coverage shall become secondary as the Part B Supplement in the event the spouse becomes eligible for Medicare, unless the spouse is also eligible for coverage through a third party, in which case the third party's coverage shall be secondary as the Part B Supplement and the City's coverage shall cease.) Continuation of the spousal coverage is contingent upon periodic eligibility verification by the City.

SECTION 2. DENTAL INSURANCE

The City shall provide Delta Dental Premier dental program coverage to employees and dependents (spouse and eligible children) effective September 1, 2003.

Coverage as herein provided is Class I benefit basic dental services, Class II benefit, periodontic/endodontic dental services, and Class III benefit prosthodontic dental services, each at 85% in-network and 75% out-of-network

ARTICLE IV - HEALTH INSURANCE

(CONTINUED)

The City will provide Class IV, orthodontia services, 50% with a maximum lifetime benefit of \$1,000.

The maximum benefit per person per contract year is \$1,500 for Class I, II and III benefits.

SECTION 3. DENTAL INSURANCE FOR RETIREES

With full-time retirement on or after July 1, 1997, the City shall pay the premium for current basic dental coverage for retiree and spouse, as provided for in the Collective Bargaining Agreement in effect at the time of retirement.

The City shall continue to provide dental insurance to the spouse, upon the death of a retiree retiring on or after July 1, 1997. If the spouse of a retiree, entitled to continued dental insurance coverage under this subsection upon the retiree's death, obtains employment elsewhere following the retiree's death, said spouse shall have the option of obtaining dental insurance with subsequent employer or retaining the coverage enumerated above. In no event will the spouse be allowed to retain two or more separate dental insurance plans. In the event the spouse obtains, at the spouse's option, dental insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment, the spouse, after giving notice to the City, may resume with the City, retiree dental insurance as was in effect at the time of the retiree's retirement.

If a retiree obtains employment elsewhere, said retiree will have the option of obtaining dental with the subsequent employer or retaining the coverage as enumerated above. In no event will the retiree be allowed to retain two or more separate dental plans. In the event the retiree obtains, at his/her options, dental insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment, the retiree after giving notice to the City, will resume with the City, retiree dental insurance as was in effect at the time of his/her retirement.

SECTION 4. OPTICAL INSURANCE

The City shall provide the basic eye program as provided by Co-Op Optical, 7404 Woodward, Detroit, Michigan.

BENEFITS: Each eligible employee, spouse, all dependent children under 19 years of age and bona fide dependent college students are entitled to an eye examination and a pair of glasses, if needed, once every two years.

This plan provides single vision lenses or for wearers of bifocals a choice of Kryptok or D-seg. 25mm bifocal lenses or trifocal lenses, in glass or plastic. There is an allowance of \$58.00 towards any frame.

Or for patients who prefer contact lenses to glasses, there will be an allowance towards the total cost - a regular pre-contract exam plus \$40.00 towards contact lenses. This exam is a necessary prerequisite to determine if contact lenses are suitable for the patient.

Or for post cataract patients, there will be a \$50.00 allowance towards the total cost for lenticular lenses.

SURCHARGES: A patient selecting other items available in the optical office but not included in the Plan (i.e., other multifocal lens types, oversize lenses, more expensive frame styles or indoor tints) would pay his own surcharge. A patient selecting frames not included in the funded plan would pay the marked price minus \$58.00.

There will be a lens surcharge on heavy prescriptions when the lens power exceeds 10.00 diopters spherical and/or 4.00 diopters cylindrical. Glasses will be available to wearers of corrective lenses only. This Plan does not cover outdoor tints (sunglasses).

SECTION 5. ALTERNATE INSURANCE COVERAGE

The City has the right to go to an alternative insurance carrier coverage provided coverage is equal to or greater than that provided by current insurance coverage.

SECTION 6. PATIENT PROTECTION AND AFFORDABLE CARE ACT /HEALTH CARE REFORM ACT OF 2010

The City shall comply with all provisions of the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010 as they apply to both active employees and retirees, and as such health insurance plans are subject to change in order to remain in compliance with same and avoid penalties and subsidies.

The City reserves the right to maintain or institute cost containment measures relative to insurance coverage in order to remain in compliance with Health Care Reform, and the employer OR the Union may reopen the contract to address Health Care Reform issues only.

ARTICLE V - FAMILY AND MEDICAL LEAVE

Nothing in this Agreement shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

ARTICLE VI - WORKER'S DISABILITY COMPENSATION

Provisions of the Michigan Worker's Disability Compensation Act shall apply in all accidents or injuries to members in the line of duty. Each member occupying a position of permanent full time employee, who is unable to work as a result of an injury arising out of the course of his employment, shall receive full pay for the one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be chargeable to his sick leave, provided, that if an employee does receive worker's compensation for the first week of injury, he shall pay over such compensation to the City of Madison Heights. Further payment shall be the amount provided under the Michigan Worker's Disability Compensation Act, to which the City shall add an amount in addition to the amount being received from the worker's disability compensation payment, which shall equal ninety percent (90%) of the member's net pay at the time of injury. Net pay referred to herein shall be the annual gross base less federal and state income taxes, at the time of the injury. The employee shall have the option of using accumulated sick time and/or vacation time to make up the difference between ninety percent (90%) and one-hundred percent (100%) of net pay. Sick pay shall then be charged at one-tenth (1/10th) of a day for each day used. Once established, the amount paid by the City shall not increase and two (2) years from the date of injury all City payments and benefits shall cease. If within said two (2) year period, the member shall become qualified for assistance under his/her retirement program, or if the member becomes able to work in some business or occupation other than his established occupation which will pay an amount substantially equal to or more than that allowed by his/her retirement program for total disability retirement, the City's amount shall be terminated. Ability to work in another business or occupation will be determined by a medical committee composed of one doctor selected by the City, one doctor selected by the Supervisors and Assistants Union, and a third medical doctor selected by the first two doctors. The City and the Supervisors and Assistants Union shall each pay for their own selected doctor and share equally the cost of the third doctor. Failure on the part of the disabled member to submit to such medical examination shall automatically terminate the City's obligation hereunder.

The City shall pay the hospitalization insurance premium for a period of two years from the date of injury.

Upon return to work from being on workers compensation, an employee who accrued vacation above the contractual limit during his/her workers compensation period shall not forfeit said accrual at his/her next anniversary date. The City shall have the option to (1) purchase the excess accrued vacation time, (2) allow the employee a reasonable period of time in which to use the excess time, or (3) to purchase some of the excess time and allow usage of the balance.

ARTICLE VII - LIFE INSURANCE

SECTION 1. Employees covered by this Agreement shall be entitled to group life insurance valued at \$35,000, fully paid for by the employer. The entire cost of the premiums for same shall be assumed and paid by the City of Madison Heights. All employees covered by this agreement may purchase additional life insurance through the City, if desired, to the extent permitted by the City's insurance carrier. The additional premium will be deducted from the employee's pay. The City will pay the necessary premiums for continuation of insurance for any employee disabled, in accordance with the provisions set forth in the group insurance policy if said employee has been in the employ for one continuous year prior to the disablement. In the event that an employee is permanently disabled, the insurance shall be paid by the City up to the retirement age of the employee; provided that the employee is unable to obtain other employment reasonably equal to his City employment at the time of disablement.

SECTION 2. LIFE INSURANCE AT RETIREMENT

Commencing July 1, 1995, and upon subsequent retirement with a City pension, each employee shall be entitled to a group life insurance valued at \$10,000. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights.

No retiree life insurance will be provided for employees hired from outside the City's workforce after July 1, 2011.

ARTICLE VIII - LONGEVITY PAY

SECTION 1.

All employees covered by this agreement who have completed five (5) or more years of service on a full-time basis shall be paid longevity pay on their anniversary date according to the following schedule:

5 years	-	but less than 10 years	-	2% of base salary
10 years	-	but less than 15 years	-	4% of base salary
15 years	-	but less than 20 years	-	6% of base salary
20 years	-	and over	-	8% of base salary

SECTION 2.

No employees hired from outside the City's full-time workforce on or after July 1, 1997 shall be eligible for or receive longevity pay. Similarly, no employee hired from inside the City's full-time workforce who does not receive longevity pay in their present position shall be eligible to receive longevity pay.

SECTION 3.

Any employee who does not have a minimum of eighteen (18) normal service days in a given month will have their longevity date adjusted to reflect the period of time that the employee failed to achieve eighteen (18) service days.

ARTICLE IX - VACATIONS

SECTION 1. All employees under this Agreement shall be granted a vacation without deduction of pay on their anniversary date.

Probationary employees shall earn no vacation privileges, however, at the completion of their probationary period, earned vacation time shall begin retroactive to the first day of hire.

SECTION 2 For purposes of vacation time computation, each employee shall be required to have a minimum of eighteen (18) service days (i.e. work or otherwise be on the payroll) to make up one service month. Vacation shall be figured from the first month in which at least eighteen (18) days are worked.

SECTION 3. All full-time employees hired prior to August 24, 2009, will receive vacation leave without loss of pay as follows:

1 - 4 years	10 days
5 - 9 years	15 days
10 - 14 years	20 days
15 - over	25 days

All full-time employees hired on or after August 24, 2009, will receive vacation leave without loss of pay as follows:

1 - 4 years	10 days
5 - 9 years	15 days
10 - 19 years	20 days
20 – over	25 days

SECTION 4. Vacations may be accumulated not to exceed a total of seven (7) weeks provided, however, that no later than June 30, 1992, vacation accumulation shall not exceed five weeks. The time when employees' vacations may be taken shall be determined by the Department Head who shall be governed by the employee's desire and the interest of public service.

Annually, it is the obligation of individual members to reduce accumulated vacation time to a maximum of five (5) weeks on or before their anniversary date at which time they shall receive additional vacation according to the above schedule. See the provision in Article VI relating to vacation accrual limits following workers compensation.

SECTION 5. Upon separation of any employee from the City's service, either by resignation, layoff, or any other means, such employees shall be paid accrued vacation time up to and including all such time due up to the contractual limit. In the event of death of the employee, his or her personal representative shall be paid all vacation time due such employee. Any employee who separates himself through unexcused absence without leave shall surrender all rights to a vacation.

ARTICLE X - SICK LEAVE

SECTION 1. All full time permanent employees shall be entitled to sick leave with full pay for one normal service day at straight time for each period of service equal to the department's service month; provided, however, that no employee shall be entitled to sick leave until completion of ninety (90) days employment. Provided, further, however, that any employee who has not completed six (6) months probationary period but who has completed at least three (3) months of service, shall be granted sick leave at the rate of one (1) day per month for each month's service completed for attendance at a funeral of an immediate member of the family, or documented illness if requested, and upon completion of their six (6) months probationary period shall be credited with any unused sick time accumulated.

Sick leave shall accrue monthly and shall be computed on the basis of not less than eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter, from the beginning of each fiscal year. Such leave shall accrue in terms of full days only, and shall not exceed twelve (12) days in one (1) year.

SECTION 2.

- A) An employee who finds it necessary to be absent from his/her work must obtain leave from his/her immediate supervisor so far as possible on the day before the contemplated absence. If it is not possible to do so, communications of the absence shall be made to the immediate supervisor within fifteen (15) minutes of the starting time of the shift or at least within the next two (2) hours after the starting time if no earlier notice is possible. Absence of an employee for three (3) consecutive work days without leave or acceptable justification, shall be cause for immediate dismissal.
- B) Evidence of illness must be provided by medical certificate or other proof for all sick leave granted beyond three (3) consecutive days; provided, however, that the necessity of evidence shall be subject to such verification as the Department Head and City Manager may see fit to require, including examination by a physician from the City examining agency.
- C) Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Department Head and the City Manager.
- D) Sick leave shall not be charged against the employee's current or special reserve bank in amounts of less than one (1) hour for any absence.
- E) One (1) day sick leave may be allowed in the event of serious illness of the husband or wife of the employee, or serious illness of a child of the employee, when necessary to arrange for additional help at home or transportation to a hospital or a doctor. Prolonged illness of a family member shall not be cause for the use of sick leave unless previously approved by the Department Head and City Manager.

- F) It is agreed between the Union and the City that sick leave can be used for the purpose mentioned above and that falsely reporting sick leave so that an employee can work at another job shall be cause for an automatic ten (10) day suspension on first offense, and immediate dismissal for second offense without recourse to the grievance procedure outlined herein.
- G) Upon retirement with a City pension, one-half (1/2) of the employee's accumulated sick time will be paid to that employee. In the event of death of an employee; one-half (1/2) of the earned sick time will be paid to that employee's beneficiary. Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.
- H) Effective March 10, 2014, payout of sick leave as outlined in section (G) shall only occur if employee who is separating from employment has a minimum fifteen (15) years of service, or qualifies for a full pension (55 years of age with minimum 15 years of service; 60 years of age with minimum 10 years of service), or in the event of layoff.

ARTICLE XI - WAGE INSURANCE

SECTION 1 A "short term" and "long term" health and accident wage insurance policy shall be purchased through the City of Madison Heights. Said policy shall pay sixty percent (60%) of the employee's weekly wage after a sixty (60) calendar day waiting period and said payments shall continue until the age of sixty-five (65), provided the employee continues to be qualified, or until the employee is eligible for pension benefits, or until the employee obtains employment reasonably equal to his City employment. Any benefits from social security, worker's disability compensation or other similar sources shall be deducted from the wage insurance benefits so that an employee will receive a total of no more than sixty percent (60%) of his regular weekly gross wage.

This wage insurance policy shall be fully paid by the employer.

The City shall pay the hospitalization insurance premium for a period not to exceed six months beginning on the date the employee begins unpaid sick leave. If the employee is able to use accrued leave time to achieve eighteen (18) normal service days per month during the sixty day waiting period for disability insurance, then the six-month coverage period for hospitalization insurance begins when the employee receives disability insurance coverage. Otherwise, the six-month coverage period for hospitalization insurance begins on the date of the non-work related illness or injury.

SECTION 2. The employee shall continue to receive the maximum of twelve earned sick days per year, provided the employee is not on long term or short term insurance. All sick days accumulated during the contract year in excess of forty-eight (48) days shall be "bought back" by the City at fifty percent (50%) of the employee's wage rate during the year the sick time is earned.

EXAMPLE: If a person had accumulated forty-eight (48) days sick time by July 1, 1986, and accumulates another twelve (12) days but does not use any of these sick days during the contract year, the City shall buy back all twelve (12) days at fifty percent (50%) of the employee's wage rate. If, for example, an employee on July 1, 1986, had accumulated forty (40) days sick leave and earns twelve (12) days during the year, but does not use any of the sick leave, he will have accumulated an excess of four (4) days which shall be bought back by the City at fifty percent (50%) of the employee's wage rate. Payment shall be made between July 15th and July 30th, following the end of each fiscal year.

The fifty percent (50%) buy back is fifty percent (50%) of the employee's daily gross wage, excluding all differentials, premiums and longevity adjustments in effect on the last day of the fiscal year.

The above stated "buy back" of sick time shall be separate and distinct from the employee's "short term" and "long term" health and accident wage insurance policies, and, further, the number of accumulated sick days shall in no way affect the insurance policies.

ARTICLE XII - BEREAVEMENT LEAVE

- A) All employees shall be granted bereavement leave without deduction of pay of three (3) days for attendance at a funeral of the employee's spouse, mother, father, sister, brother, children (includes step-children), grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law, stepmother and stepfather, son-in-law, daughter-in-law, and grandchildren.
- B) If the funeral is 250 miles or in excess thereof from the City of Madison Heights, one additional bereavement day will be granted, non-chargeable, plus the employee may take one additional bereavement day which shall be deducted from his accumulated sick leave or vacation days.
- C) In the event of death of aunts, uncles, and relatives living in the same household regardless of relationship, employee may be granted absence not to exceed three (3) days to make arrangements or attend the funeral and such absence shall be chargeable to accumulated sick leave or vacation days.
- D) Members shall be entitled to one day off with pay in the event of the death of a niece, nephew, aunt, uncle, or spouse's grandparent where their attendance is required at the funeral.
- E) The "non-chargeable" bereavement leave provision shall not be construed as additional leave time and shall be used only for attendance at funerals as defined in *Paragraph (A) above*. Attendance at a funeral on Saturday, Sunday, or holidays cannot be charged to non-chargeable bereavement leave, accumulated sick leave or accumulated vacation time in the form of additional leave days.
- F) Non-chargeable leave shall not extend to more than one (1) day after interment.
- G) Non-chargeable bereavement leave is not accumulative and may not be carried over into the next fiscal year.

ARTICLE XIII - WORK WEEK

An employee's regular normal work week shall be as follows:

CLASSIFICATION "A"	Minimum forty (40) hours per week: Department of Public Service employees, including all employees in Parks or Recreation Divisions.
CLASSIFICATION "B"	Minimum thirty-seven and one-half (37-1/2) Hours per week: all other personnel within the jurisdiction of this contract.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow downs, walk outs, or other cessations of work by the Union or the members thereof and that the City shall not use any method of lock out or legal procedure to prevent the employees from performing their duties except as specifically agreed to in other superseding sections of this contract. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union.

SECTION 2. Should any grievance, disputes, or complaints arise over the interpretation or application of the contents of this Agreement there shall be an earnest effort on the part of the parties to settle such grievance, disputes or complaints promptly through the following steps:

- A) **STEP 1** Grievances shall be filed in ten (10) working days or within ten (10) working days of knowledge of incident. The employee and/or his representative shall discuss the complaint with his immediate supervisor who shall attempt to resolve the grievance. If a settlement cannot be reached verbally, the grievance shall be put in writing to the immediate supervisor. The immediate supervisor shall attempt to arrive at an equitable solution within ten working (10) days.
- B) **STEP 2** If the employee and representative are unable to reach an agreement, the grievance shall, within ten (10) working days, be put in writing and submitted to the City Manager. Within ten (10) working days after receiving said communication, the City Manager shall answer said grievance in writing.
- C) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) working days, exclusive of Saturday, Sunday and holidays, after such alleged grievance has taken place, or ten (10) working days after the party should have become aware of it.
- D) Notwithstanding the proceedings, it shall be the right of the individual employee at any time to process grievances and have the grievance adjusted without intervention of the bargaining representative, so long as the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement.
- E) The President of the Union or designated representative of the Union shall be allowed reasonable time for the investigation and presentation of grievances with the City in accordance with the provisions of this Agreement. Before leaving his place of work he must receive permission to do so from his superior which permission shall be granted within the twenty-four (24) hours next following his request; such time shall be allowed without loss of pay. The representative shall report to his superior upon his completion of his investigation.

- F) Any individual employee or group of employees who willfully violate or disregard the grievance procedures set forth herein may be subject to disciplinary action by the City without recourse to the provision of the grievance procedure outlined herein.

SECTION 3. ARBITRATION

- A) If the Union does not accept the answer of the employer at City Manager level, the Union shall within fourteen (14) days after the receipt thereof furnish the employer with written notice that the Union desires to proceed to arbitration. The parties shall attempt to mutually agree upon an arbitrator, but if no such agreement has been reached within ten (10) days after the receipt of the aforesaid notice by the employer, the Union shall initiate procedures for the selection of an arbitrator as provided by the American Arbitration Association.
- B) All proceedings relating to any arbitration, regardless of the method used to select the arbitrator, shall be pursuant to the voluntary rules of labor arbitration published by the American Arbitration Association. The parties may in any case agree in writing to abide by the expedited rules published by said Association.
- C) The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement.
- D) The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- E) All costs of any arbitration shall be borne equally by the two parties. Each party shall be responsible for the expenses of its own witnesses. The City will pay the salary of any two (2) members to attend a hearing, which may include grievant at a hearing.

ARTICLE XV - SENIORITY

Seniority of a new employee shall be commenced after the employee has completed his probationary period of six (6) months, and shall be retroactive from the date of his employment. However, all time worked shall be considered in seniority for longevity and probationary rights only when employed on a permanent basis. This does not apply to pension rights or vacation.

ARTICLE XVI - PROMOTIONS

Promotions will be granted on the basis of ability to perform. Any openings shall be posted in all departments for five (5) working days.

ARTICLE XVII - OVERTIME

Overtime shall be computed in the following manner for employees under this contract except that overtime accumulated prior to July 1, 1976 shall be controlled by prior contracts.

- (A) Employees under the contract shall be paid for authorized overtime at the rate of one-and-one-half (1-1/2) times their regular hourly rate. However, employees may opt to accumulate compensatory time off (CTO) to a total of 37-1/2 hours at the rate of one-and-one-half (1-1/2) the actual hours worked except that employees working a 40 hour week may, at their option, accumulate compensatory time to a total of 40 hours. CTO time in cases of need, may be accumulated to a total of 75 hours if approved in advance by the City Manager.
- (B) Overtime must be authorized by management.
- (C) Upon separation of any employee from the City's service, either by resignation, layoff, or any other means, such employee shall be paid accrued overtime up to and including all such time due him.

Supervisors will be paid time-and-one-half (1-1/2) for all overtime with compensation for call-in time as listed below:

Call-in time that overlaps shift-starting time will be paid time-and-one-half for actual overtime hours worked.

Monday through Saturday - two (2) hours call-in time at time-and-one-half.

Sunday and holidays - four (4) hours call-in time paid at double time.

Unpaid holidays – time-and-one-half (1-1/2) call-in time for actual hours worked. See Article XVII(B) for unpaid holidays.

- (D) Any moneys owed as Fair Labor Standards Act (FLSA) "Lump Sum" overtime will be paid in January covering the preceding calendar year. Beginning with the 2002 calendar year, each bargaining unit member shall receive an annual taxable check of \$50.00 in fulfillment of FLSA Lump Sum Overtime Calculations, which will be issued in January for the preceding calendar year. Any uncalculated years prior to June 26, 2003 shall be paid with a taxable check of \$50.00 for each such year. The City's liability for FLSA lump sum overtime will cease if and when a change in the law relieves employer of this liability.

ARTICLE XVIII(A) - HOLIDAYS

Effective July 1, 2011, the recognized holidays under this contract shall be:

Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Thanksgiving Day	Day before New Year's Day
Day after Thanksgiving Day	

Effective December 31, 2013, the recognized holidays under this contract shall be:

Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Thanksgiving Day	

Effective December 31, 2014, the recognized holidays under this contract shall be:

Good Friday	Christmas Day
President's Day	Day Before Christmas
Thanksgiving Day	Day Before New Year's
New Year's Day	

Effective July 1, 2015, the recognized holidays under this contract shall be:

Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	Day Before New Year's
Labor Day	New Year's Day

To be eligible for holiday pay an employee must work the regularly scheduled day before the holiday and the regularly scheduled day after the holiday; provided, however, this requirement will not apply with respect to any holiday falling within an employee's authorized vacation period; and provided, further, that if an employee's name is on the payroll and he is paid for the day before and the day after a holiday, it will be considered as a day worked.

Should one of the holidays fall on Saturday, Friday shall be recognized as the holiday. If holidays fall on Sunday, Monday shall be recognized as the holiday.

ARTICLE XVIII(B) – UNPAID HOLIDAYS

Effective July 1, 2011, the recognized UNPAID holidays under this contract shall be:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Effective December 31, 2013, the recognized UNPAID holidays under this contract shall be:

New Year's Day
Martin Luther King Day
President's Day
Labor Day
Day After Thanksgiving Day

Effective December 31, 2014, the recognized UNPAID holidays under this contract shall be:

Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Day After Thanksgiving Day

Effective July 1, 2015, unpaid holidays shall be eliminated and the recognized legal holidays shall be in accordance with Article XVIIIA above.

Should one of the unpaid holidays fall on Saturday, Friday shall be recognized as the unpaid holiday. If unpaid holidays fall on Sunday, Monday shall be recognized as the unpaid holiday.

Call-in time for unpaid holidays on their observed day shall be at regular call-in pay rate time and a half (1-1/2) for actual hours worked. All other overtime provisions remain in effect as outlined in Article XVII.

ARTICLE XVIII(C) - PERSONAL LEAVE DAYS

- A. An employee shall be granted four personal leave days each fiscal year as provided herein. Personal leave time is non-accumulative. It cannot be carried forward into another fiscal year and in no case will an employee be paid for any unused personal leave time.
- B. Personal leave time shall be pro-rated at the rate of 2.5 hours per month for employees working 1,950 hours annually and at the rate of 2.66 hours per month for employees working 2,080 hours annually and shall be computed on the basis of not less than eighteen normal service days per month being worked by the employee. No personal leave time will be earned in a given month by any employee if the employee does not fulfill the minimum eighteen day requirement.

Effective July 1, 2011, personal leave time shall be made available to the employee from the first of the contract year for usage.

Personal leave time shall be pro-rated as indicated above for new employees, employees leaving City employment, and employees on unpaid leave.

If any employee should terminate employment with the City for any reason, personal leave time utilized by the employee shall be prorated and if such time used is greater than has been earned, then a dollar amount equal to the employee's hourly rate times the number of unearned hours shall be deducted from the employee's final pay.

- C. The use of personal leave will be allowed in conjunction with vacation and/or holiday leave provided that the request otherwise meets the requirements for use of personal leave as set forth in the Collective Bargaining Agreement.
- D. Personal leave days shall be requested in advance in writing to the Department Head on an approved form and shall not be denied without good cause, provided that no more than two such days shall be used by an employee in any calendar month.
- E. Personal leave time shall only be used for personal business that can only be conducted during normal business hours.
- F. Approval of use of personal leave time by a Department Head is conditional upon verification by payroll records.

ARTICLE XIX - RETIREMENT

The City shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employee's Retirement System Plan "B-3" with F-55 rider, with the Employee contribution of 4.94% on a pre-tax basis.

Full-time employees hired on or after August 24, 2009, shall have a Defined Contribution pension program as defined under IRS regulations. The City shall contribute 7.0% of the employee's base wage. Employees shall contribute 8% of base wage (currently on a tax-free basis). Employee contributions shall be available to the employee upon separation of employment for any reason; employer contributions shall be available to the employee based upon the following graded vesting schedule:

3 years but less than 4 years vested	= 25% of employer contributions
4 years but less than 5 years vested	= 50% of employer contributions
5 years but less than 6 years vested	= 75% of employer contributions
6 years or more vested	= 100% of employer contributions

For employees hired on or after August 24, 2009, the City may choose (at its sole discretion) to convert the Defined Contribution plan to a Hybrid plan. The DB portion will have a 1% multiplier and the DC portion will be fully funded by the employee at 2% of base pay. The DB portion will be employer-only funded with a six (6) year vesting period, FAC based on the last three (3) years of service, minimum retirement age of 60, no early reduction of benefit, and no post retirement benefit increase.

ARTICLE XX - COFFEE BREAK

One fifteen (15) minute coffee break will be permitted during the morning work period and one during the afternoon work period. Any breaks in excess of these two are unauthorized and will subject the non-conforming employee to disciplinary action.

It is clearly understood that the foregoing is not to be interpreted as authorizing employees to drop what they are working at and leave for coffee whenever the nature of the work performed requires them to continue until a satisfactory break period is possible. Employees shall not, under any circumstances, leave for coffee break while they are taking care of questions or problems of a citizen in their office. There may even be times when, because of the type of work being done, a break will not be possible. Employees will have to be guided by the judgment of supervision during those infrequent occasions.

ARTICLE XXI - TUITION REFUND

SECTION 1.

The City shall assume the full cost of tuition up to a maximum of \$400 annually for any employee who pursues a course that has a direct relationship to his work which has been approved by the Department Head and City Manager. If such tuition is granted to an employee and that employee terminates his employment with the City within twelve (12) months after completion of the course, the amount of tuition paid by the City will be deducted from his final pay.

Effective July 1, 1996, the annual maximum tuition refund shall be \$600.

SECTION 2.

Effective July 1, 1997, tuition reimbursement shall be provided as follows:

Grade of "B" or higher	100% reimbursement (up to \$600 annual reimbursement)
Grade from "C" to "B-"	75% reimbursement (up to \$600 annual reimbursement)
Grade below "C"	not eligible for reimbursement

SECTION 3.

Effective September 13, 2012, the City shall make available for all unit members each fiscal year a total pooled amount of \$10,000 for tuition reimbursement for employees who pursue a course that has a direct relationship to the employee's work, which has been approved by the Department Head and Human Resources Department.

Prior to the final semester that ends on or before June 30th of each year, reimbursement shall be subject to a \$1,000 maximum per semester per employee subject to the availability of funds.

Subject to the availability of funds, all eligible employees may exceed the \$1,000 per employee per semester maximum during the final semester that ends on or before June 30th of each year, on a first-requested, first-approved basis, after the City has first satisfied all other eligible requests submitted for the previous semester up to the \$1,000 per employee per semester maximum.

Once the pooled tuition fund is expended, no further tuition reimbursement will be available for the remainder of the fiscal year.

If such tuition reimbursement is granted to an employee, and the employee terminates employment with the City within 12 months after the completion of the course, the amount of tuition paid by the City will be deducted from the employee's final pay. Reimbursement from the pooled funds shall remain subject to Section 2 of this Article.

ARTICLE XXII - UNIFORM ALLOWANCE

Uniform allowances for Department of Public Service employees under this contract will be the same as the employees they supervise.

The taxability of the uniform allowance shall be governed by Internal Revenue Service rules.

ARTICLE XXIII - MANAGEMENT RIGHTS

SECTION 1. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: work to be performed within the unit; amount of supervision necessary; material and equipment selection; methods; schedules of work; together with the selection of, procurement of, designing, engineering and the control of equipment and materials, contract or otherwise.

SECTION 2 It is further recognized that it is the responsibility of the City for the selection and the direction of the individual employees in each department, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement.

SECTION 3. The City retains the right to regulate who is a part-time employee and who is a full-time employee, and to determine the number of hours that establish part-time employment.

ARTICLE XXIV - WAGES

SECTION 1. Attached hereto and marked schedule "A" is a schedule that shows the classification and wage rates of the employees covered by this agreement. It is mutually agreed that such schedule and the contents thereof shall constitute a part of this agreement. Effective July 1, 2003, the positions of Motor Pool Supervisor and Parks Supervisor shall be regraded from grade 005 to 006 as indicated in the wage schedules.

SECTION 2. Effective March 10, 2014, direct deposit shall be mandatory for any and all payroll checks from the City including special pays (e.g. longevity, medical opt-out incentive, etc.)

ARTICLE XXV - ANNUAL PHYSICAL EXAMINATION

The City will reimburse \$75.00 annually for the purpose of an annual physical examination upon application and presentation of appropriate receipts.

Effective with the Fiscal Year beginning July 1, 2003, the City shall reimburse \$125 each Fiscal Year for the purpose of an annual physical examination upon application and presentation of appropriate receipts, including prescription glasses and prescription contact lenses.

Effective August 1, 2003 any unused portion of the \$125 reimbursement may be applied to prescription drugs at \$10 per prescription during the annual reimbursement period from June 15 through June 30 for the current fiscal year. Valid receipts must be submitted to the Finance Department during this reimbursement period in order to receive the \$10 payment for each prescription.

Effective August 24, 2009, eligible dependents as defined by the health insurance program guidelines shall be included in the \$125 reimbursement program as described above.

Effective with the July 1, 2013 - June 30, 2015 Collective Bargaining Agreement, the physical examination reimbursement program shall be eliminated; instead, the City will provide \$125 into each employee's Flexible Spending Account (FSA) on an annual calendar basis, which may be utilized by the employee in accordance with FSA regulations and guidelines.

ARTICLE XXVI - MATERNITY LEAVE

Nothing in this Agreement shall supercede the City's policy to comply with the Family and Medical Leave Act (FMLA).

ARTICLE XXVII - SEVERABILITY

It is the intent of the City and the Union to write a valid workable agreement. Should any article or section of this contract or of any rider attached thereto be held invalid by any court of competent jurisdiction, the remainder of the agreement shall be held completely separable and continue to be in full force and effect.

In accordance with Public Act 4 of 2011 which amends the Public Employment Relations Act 336 of 1947 423.215 Section 15, the parties hereby acknowledge and agree that an emergency financial manager may be appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, and the emergency financial manager is allowed to reject, modify, or terminate this Collective Bargaining Agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties acknowledge that these required provisions are prohibited subjects of bargaining under this Act.

The City acknowledges that the Union retains all rights to challenge Public Act 4 of 2011.

ARTICLE XXVIII – DISCIPLINE

The Employer agrees that all disciplinary action shall be for just cause. In imposing any discipline, the Employer will not take into account any reprimand that occurred more than two (2) years previously. The Union or the Employer shall have the right to process suspension or discharge cases commencing at Step Two of the Grievance Procedure.

ARTICLE XXIX- P.E.O.P.L.E. CHECKOFF

Any employee who is a member of the Union may voluntarily opt to donate into A.F.S.C.M.E.'s Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) program. All such donations shall be entirely voluntary and shall be made directly from the employee to the P.E.O.P.L.E. fund per the direction of A.F.S.C.M.E. No payroll deductions will be made by the employer at any time for such donations.

ARTICLE XXXI - TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 2017 to and including June 30, 2018, for employees working on the date of July 1, 2017, which shall be considered as the date of final agreement for all wages, overtime and sick time. This contract shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate this agreement is served on either party by the other party at least sixty (60) days prior to the date of the adoption of the City budget for the ensuing fiscal year in which this agreement expires.

SECTION 2. In the event of an inadvertent failure by either party to give notice as set forth in *Section 1 of this Article*, such party may give notice at any time prior to the termination of the automatic renewal date of this Agreement. If such written notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

In witness whereof, the parties hereto have hereunto set their hands and seals this 28th day of June, 2018.

CITY
MADISON HEIGHTS, MICHIGAN

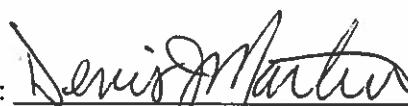
UNION
SUPERVISORS AND ASSISTANTS UNION

BY: 
BRIAN C. HARTWELL
MAYOR

BY: 
TERRY Y. MCGRAN
CHAPTER CHAIR

BY: 
BENJAMIN I. MYERS
CITY MANAGER

BY: 
ROMONA SANCHEZ
STEWARD

BY: 
DENNIS MARTIN
A.F.S.C.M.E. COUNCIL 25
BUSINESS REPRESENTATIVE

SALARY SCHEDULE "A"
JULY 1, 2017 TO JUNE 30, 2018

		Start	12 Months	24 Months
001	Election Coordinator Recreation Coordinator Senior Center Coordinator Nature Center Coordinator Streets & Facilities Coordinator Water & Sewer Coordinator	\$50,497	\$54,014	\$57,793
002	Comm. Housing & Grants Supv. Deputy City Clerk	\$52,497	\$56,165	\$60,099
003	Code Enforcement Supervisor Purchasing & Admin Officer	\$54,599	\$58,421	\$62,511
004	DPS Analyst	\$56,783	\$60,759	\$65,011
005	Accounting Supervisor Deputy Assessor GIS Supervisor Economic Development Coord.	\$59,054	\$63,193	\$67,619
006	DPS Supervisors Recreation Utilities Motor Pool Parks	\$61,417	\$65,723	\$70,313
007	Streets & Facilities Supervisor	\$63,865	\$68,346	\$73,133
008	Deputy Comm. Development Dir. Public Works Supervisor Economic & Community Engagement Supervisor Building Official	\$66,431	\$71,082	\$76,061
009	None Assigned	\$69,086	\$73,919	\$79,094