

DEPUTY CITY MANAGER/CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on the _____ day of June 2023, by and between the City of Madison Heights, Michigan, a municipal corporation, hereinafter referred to as the "City" and Cheryl Rottmann, hereinafter referred to as the "Deputy City Manager/City Clerk and/or Employee."

In consideration of the mutual covenants in this agreement, the City and the Employee agree on the following terms and conditions of employment beginning June ____, 2023.

SECTION 1 PERIOD AND SCOPE OF EMPLOYMENT

This position is an at-will non-bargaining unit appointment as set forth herein. The Agreement shall be effective as of July 1, 2023 and shall continue for an indefinite period and may be terminated subject to the provisions of Section 11 of this Agreement.

SECTION 2 EMPLOYEE DUTIES

The City Council agrees to employ the Employee to perform the duties of the Deputy City Manager/City Clerk as assigned by the City Manager as set out in the applicable statutes of the State of Michigan, the Charter of the City of Madison Heights, all ordinances and resolutions lawfully enacted, and other such duties as the City Manager may lawfully assign to the Employee. Further, the Employee shall retain all duties and responsibilities of the City Clerk.

SECTION 3 OTHER EMPLOYMENT

The Employee shall devote full-time attention, knowledge and skills in the interest of the City of Madison Heights, and the City shall be entitled to full-time benefits arising from or incident to the full-time work, services and advice of the Employee. The Parties agree that the Employee may engage in other employment upon prior written authorization by the City Manager.

SECTION 4 EMPLOYEE SALARY

Base Salary: City agrees to pay the Employee the rate of \$117,441.31 for the first six months before moving to the top step of \$123,614.57, paid in the same increments and at the same time that the Department Heads of the City are paid.

The City agrees to provide any wage increases or any other changes in compensation or fringe benefits agreed to by the Department Heads Union of the City of Madison Heights except for those otherwise specifically set forth herein.

SECTION 5 INSURANCE AND OTHER BENEFITS

The City agrees to provide all insurance and other benefits equal to that which is provided to all other department heads of the City of Madison Heights. This includes but is not limited to health, prescription, dental, vision, disability and life insurance that are provided to members of the AFSCME Local 1917.34 bargaining unit.

SECTION 6 RETIREMENT

The City agrees to provide retirement benefits as set forth in the collective bargaining agreement between the City of Madison Heights and AFSCME Local 1917.34

SECTION 7 OTHER BUSINESS EXPENSES

City agrees to budget for and to pay for training, professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation and the good of the City

SECTION 8 PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the Employee with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the Employee legal representation as otherwise provided for other city officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the Employee's action or conduct and/or unless the City determines that the employee was clearly acting outside of the scope of his duties when engaged in the actions or conduct which form the basis of such charges or claims.

SECTION 9 TERMINATION

Employee shall serve in the position of Deputy City Manager at the pleasure of the City Manager. During their employment as Deputy City Manager/City Clerk, the Employee acknowledges that this is an at-will appointment, and either the City or Employee may terminate his appointment in this position, with or without cause, at any time during the duration of this Agreement. If the Employer decides to terminate the Employee without cause, they shall be returned to the position of City Clerk with all terms and conditions of employment as provided prior to promotion to Deputy City Manager.

SECTION 10 ARBITRATION

It is mutually agreed between the Employee and the City that arbitration shall be the sole and exclusive remedy, except as set forth in Article 9 to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Employee by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within thirty (30) days from the date of termination of this Agreement;
2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;
3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Madison Heights, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Employee.
4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding

instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 11 COMPLETE AGREEMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Employee.

SECTION 12 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

SECTION 13 SURVIVING PROVISIONS

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement.

SECTION 14 REPRESENTATIONS AND WARRANTIES

Employee represents and warrants to the City that he is free to enter into this Agreement and that he has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of his employment under or the exercise of his best efforts as Employee of the City.

SECTION 15 WAIVERS

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

SECTION 16
SURVIVAL

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

SECTION 17
WARRANTIES

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF MADISON HEIGHTS

_____ Witness	By: _____ Roslyn Grafstein, Mayor
------------------	--------------------------------------

_____ Witness	By: _____ Melissa Marsh, City Manager
------------------	--

DEPUTY CITY MANAGER/CITY CLERK

_____ Witness	By: _____ Cheryl Rottmann
------------------	------------------------------

Witness

Approved as to Form:

Larry H. Sherman, City Attorney