

32/2

6/30/97

MASTER AGREEMENT
BETWEEN
THE CITY OF MADISON HEIGHTS
AND
THE SUPERVISORS AND ASSISTANTS UNION
LOCAL 1917 A.F.S.C.M.E.
JULY 1, 1994 THROUGH JUNE 30, 1997

Madison Heights City of

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
BEREAVEMENT LEAVE.....	XII	16
COFFEE BREAK.....	XX	25
FAMILY AND MEDICAL LEAVE	V	8
GRIEVANCE PROCEDURE.....	XIV	18
HOLIDAYS.....	XVIII	22
HEALTH INSURANCE.....	IV	4
LIFE INSURANCE.....	VII	10
LONGEVITY PAY.....	VIII	11
MANAGEMENT RIGHTS.....	XXIII	28
MATERNITY LEAVE.....	XXVI	31
OVERTIME.....	XVII	21
PERSONAL LEAVE DAY.....	XVIII A	23
PHYSICAL EXAMINATION.....	XXV	30
PROMOTIONS.....	XVI	20
RECOGNITION.....	I.....	1
REPRESENTATION.....	II.....	2
RETIREMENT.....	XIX	24
SENIORITY.....	XV	20
SICK LEAVE.....	X	13
SEVERABILITY.....	XXVII	33
TERMINATION OF AGREEMENT.....	XXVIII	34
TUITION REFUND.....	XXI	26
UNIFORM ALLOWANCE.....	XXII	27
UNION SECURITY.....	III	3
VACATIONS.....	IX	12
WAGE INSURANCE.....	XI	15
WAGES.....	XXIV	29
WORKER'S DISABILITY COMPENSATION.....	VI	9
WORK WEEK.....	XIII	17
WAGE SCHEDULE "A" - 7/1/94 TO 6/30/95.....		35
WAGE SCHEDULE "B" - 7/1/95 TO 6/30/96.....		36
WAGE SCHEDULE "C" - 7/1/96 TO 6/30/97.....		37

“ 11

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 SUPERVISORS AND ASSISTANTS UNION, LOCAL 1917, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (A.F.S.C.M.E.) 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 SUPERINTENDENT 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) 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 OR PAY A MONTHLY SERVICE CHARGE FOR THE DURATION OF THIS AGREEMENT.
- B) EMPLOYEES COVERED BY THIS AGREEMENT AS DEFINED IN THE ARTICLE ENTITLED, "RECOGNITION", WHO ARE NOT MEMBERS OF THE UNION AT THE TIME IT BECOMES EFFECTIVE AND WHO HAVE BEEN EMPLOYED FOR A PERIOD OF THIRTY (30) DAYS, WHO DO NOT MAKE APPLICATION FOR MEMBERSHIP IN THE UNION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, SHALL, COMMENCING WITH THE FIRST BI-WEEKLY PAYROLL PERIOD THEREAFTER AND FOR THE DURATION OF THIS AGREEMENT, PAY TO THE UNION A SERVICE CHARGE IN AN AMOUNT EQUAL TO THE REGULAR MONTHLY DUES AS A CONTRIBUTION TOWARD THE ADMINISTRATION OF THIS AGREEMENT.
- C) EMPLOYEES COVERED BY THIS AGREEMENT AS DEFINED IN THE ARTICLE ENTITLED, "RECOGNITION", WHO ARE NOT MEMBERS OF THE UNION AT THE TIME IT BECOMES EFFECTIVE AND WHO HAVE BEEN EMPLOYED FOR LESS THAN THIRTY (30) DAYS, AND EMPLOYEES HIRED, REHIRED, OR TRANSFERRED INTO THE BARGAINING UNIT AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, WHO DO NOT MAKE APPLICATION FOR MEMBERSHIP IN THE UNION WITHIN THIRTY (30) DAYS OF SERVICE, SHALL COMMENCING WITH THE FIRST BI-WEEKLY PAYROLL PERIOD THEREAFTER AND FOR THE DURATION OF THIS AGREEMENT, PAY TO THE UNION THE SERVICE CHARGE DEFINED IN B) ABOVE.

SECTION 2. ANY EMPLOYEE WHO FAILS TO COMPLY WITH THE PROVISIONS SET FORTH ABOVE SHALL, AT THE REQUEST OF THE UNION TO THE EMPLOYER, BE DISCHARGED FROM THE SERVICE OF THE EMPLOYER TEN (10) DAYS AFTER SUCH EMPLOYEE RECEIVES NOTIFICATION FROM THE EMPLOYER OF SUCH EMPLOYEE'S VIOLATIONS OF THIS ARTICLE.

THE UNION WILL PROTECT, INDEMNIFY AND SAVE HARMLESS THE EMPLOYER FROM ALL CLAIMS, DEMANDS, SUITS, AND OTHER FORMS OF LIABILITY BY REASON OF ACTIONS TAKEN BY THE CITY FOR THE PURPOSE OF COMPLYING WITH THIS SECTION.

SECTION 3. THE CITY WILL DEDUCT, UPON SIGNED AUTHORIZATION BY THE REQUESTING EMPLOYEE AND COUNTERSIGNED BY THE UNION OFFICER, ALL DUES OR SERVICE CHARGE AS ESTABLISHED BY THE UNION AND FORWARD SAME TO THE UNION'S TREASURER EACH MONTH.

SECTION 4. THE UNION AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS OR OTHER FORMS OF LIABILITY ARISING OUT OF ITS DEDUCTIONS FROM ANY EMPLOYEE'S PAY OF UNION DUES OR COLLECTIVE BARGAINING SERVICE FEES AND INITIATION FEES. THE UNION ASSUMES FULL RESPONSIBILITY FOR THE DISPOSITION OF THE DEDUCTIONS SO MADE ONCE THEY HAVE BEEN REMITTED TO SAID UNION.

ARTICLE IV - HEALTH INSURANCE**SECTION 1. HOSPITALIZATION INSURANCE**

- A) THE CITY SHALL PROVIDE, AT THE OPTION OF THE EMPLOYEE, BLUE CARE NETWORK OR BLUE CROSS/BLUE SHIELD, MVF-1, MASTER MEDICAL WITH PRESCRIPTION RIDER, F.A.E. RIDER, MANDATORY SECOND SURGICAL OPINION PROGRAM RIDER (PCES-2), SEMI-PRIVATE, FULLY PAID FOR BY THE EMPLOYER FOR ALL EMPLOYEES COVERED UNDER THIS CONTRACT AND THEIR FAMILIES PROVIDED, HOWEVER, THAT IF THE EMPLOYEE'S SPOUSE IS A CITY EMPLOYEE, THE HOSPITALIZATION INSURANCE PROVIDED HEREIN SHALL BE LIMITED TO ONE PLAN (BC/BS OR HCN) AND IN NO CASE SHALL SUCH EMPLOYEES BE ENTITLED TO COVERAGE UNDER BOTH PLANS.

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 WILL NOT INVOLVE A MONTHLY CHARGE TO THE EMPLOYEE.

- B) AN EMPLOYEE MAY ELECT TO RECEIVE A ONE-TIME ONLY TAXABLE INCENTIVE OF \$2,000 FROM THE CITY IN EXCHANGE FOR THE EMPLOYEE'S WITHDRAWAL FROM THE CITY'S HEALTH INSURANCE PLAN FOR AN INDEFINITE PERIOD. THIS "OPT OUT" PROGRAM APPLIES ONLY TO EMPLOYEES WHO, AS OF THE 1995 ENROLLMENT PERIOD, ARE ELIGIBLE TO HAVE TWO-PERSON OR FAMILY COVERAGE IN EITHER OF THE BLUE CARE NETWORK OR BLUE CROSS/BLUE SHIELD INSURANCE PLANS OR WHO HAVE SINGLE COVERAGE AND ARE ELIGIBLE TO BE COVERED UNDER THEIR SPOUSE'S PLAN ELSEWHERE. ELIGIBILITY IS ALSO CONTINGENT UPON THE EMPLOYEE PROVIDING PROOF TO THE CITY THAT HE/SHE HAS HEALTH INSURANCE COVERAGE UNDER THEIR SPOUSE'S HEALTH INSURANCE PLAN. CITY EMPLOYEES

ARTICLE IV - HEALTH INSURANCE

CONTINUED

WHO ARE MARRIED TO EACH OTHER ARE NOT ELIGIBLE TO RECEIVE THE "OPT OUT" INCENTIVE.

THE "OPT OUT" INCENTIVE WILL BE PAID IN FOUR \$500 INSTALLMENTS AS FOLLOWS: JANUARY 1996 COVERING THE PERIOD FROM JULY 1, 1995 THROUGH DECEMBER 31, 1995; JULY 1996 COVERING THE PERIOD FROM JANUARY 1, 1996 THROUGH JUNE 30, 1996; JANUARY 1997 COVERING THE PERIOD FROM JULY 1, 1996 THROUGH DECEMBER 31, 1996, AND; JULY 1997 COVERING THE PERIOD FROM JANUARY 1, 1997 THROUGH DECEMBER 31, 1997. THE INCENTIVE PAYMENTS WILL BE MADE NO LATER THAN THE SECOND PAY IN JANUARY 1996, JULY 1996, JANUARY 1997, AND JULY 1997, RESPECTIVELY.

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.

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 OVER THE PRIOR SIX-MONTH COVERAGE PERIOD SUCH THAT THE EMPLOYEE WOULD RECEIVE ONLY A PRO-RATED AMOUNT OF THE \$500.00 "OPT OUT" PAYMENT BASED ON THE NUMBER OF MONTHS OUT OF THE PRIOR SIX MONTH COVERAGE PERIOD DURING WHICH THE EMPLOYEE WAS ON THE CITY'S PLAN. FOR EXAMPLE, IF THE EMPLOYEE OPTED BACK ON THE CITY'S PLAN ON DECEMBER 1, THE EMPLOYEE WOULD RECEIVE AN AMOUNT EQUAL TO 5/6THS OF THE JANUARY \$500 "OPT OUT" PAYMENT.

THE "OPT OUT" PAYMENT SHALL NOT BE COUNTED IN FINAL AVERAGE COMPENSATION FOR RETIREMENT PURPOSES.

- C) AS AN INCENTIVE FOR EMPLOYEES TO CHOOSE THE BLUE CARE NETWORK HMO INSURANCE (OR ALTERNATIVE PROVIDED BY THE CITY PURSUANT TO ARTICLE IV, SECTION 4) RATHER THAN TRADITIONAL BLUE CROSS/BLUE SHIELD, ANY EMPLOYEE WHO HAS ELECTED HMO COVERAGE AS OF JUNE 15, 1995 SHALL BE ENTITLED TO RECEIVE A \$250 TAXABLE INCENTIVE PAYMENT COVERING THE PERIOD FROM JULY 1, 1995 THROUGH DECEMBER 31, 1995 AND A \$250 TAXABLE INCENTIVE PAYMENT IN JANUARY 1996 COVERING THE PERIOD FROM JANUARY 1, 1996 THROUGH JUNE 30, 1996. SIMILARLY, ANY EMPLOYEE WHO HAS ELECTED HMO COVERAGE AS OF JUNE 15, 1996 SHALL BE ENTITLED TO RECEIVE A \$250 TAXABLE INCENTIVE PAYMENT IN JULY 1996 COVERING THE PERIOD FROM JULY 1, 1996 THROUGH DECEMBER 31, 1996 AND A \$250 TAXABLE INCENTIVE PAYMENT IN JANUARY 1997 COVERING THE PERIOD FROM JANUARY 1, 1997 THROUGH JUNE 30, 1997. THE INCENTIVE PAYMENTS WILL BE MADE NO LATER THAN THE SECOND PAY IN JULY 1995, JANUARY 1996, JULY 1996, AND JANUARY 1997, RESPECTIVELY.

SHOULD THE EMPLOYEE SWITCH FROM HMO TO TRADITIONAL INSURANCE AT ANY TIME, THE EMPLOYEE SHALL REMIT TO THE CITY A LUMP SUM AMOUNT EQUAL TO A PRO-RATED PORTION OF THE INCENTIVE PAYMENT BASED ON THE NUMBER OF MONTHS OUT OF THE FISCAL YEAR IN WHICH THE EMPLOYEE DID NOT HAVE HMO COVERAGE. FOR EXAMPLE, IF AN EMPLOYEE SWITCHES INSURANCE FROM THE HMO TO THE TRADITIONAL PLAN BEGINNING DECEMBER 1, THE EMPLOYEE WOULD OWE

ARTICLE IV - HEALTH INSURANCE

CONTINUED

THE CITY 1/6TH OF THE \$250 INCENTIVE PAYMENT MADE THE PRIOR JULY. THIS HMO INCENTIVE PROGRAM APPLIES TO ALL LEVELS OF COVERAGE (I.E. SINGLE, TWO-PERSON, FAMILY). EMPLOYEES WHO OPT OUT OF THE CITY'S HEALTH INSURANCE ALTOGETHER ARE NOT ELIGIBLE FOR THE HMO INCENTIVE. THE HMO INCENTIVE PAYMENT SHALL NOT BE COUNTED IN FINAL AVERAGE COMPENSATION FOR RETIREMENT PURPOSES.

D) BLUE CROSS/BLUE SHIELD FOR RETIREES

THE CITY OF MADISON HEIGHTS SHALL, AT THE RETIREE'S OPTION, ASSUME THE FULL COST OF BLUE CARE NETWORK OR BLUE CROSS/BLUE SHIELD INSURANCE FOR MVF-1, SEMI-PRIVATE AND PRESCRIPTION DRUG RIDER, F.A.E. RIDER AND FOR MASTER MEDICAL INSURANCE FOR ALL FULL-TERM RETIREES AND THEIR SPOUSES. FULL-TERM RETIREMENT BEING DEFINED AS TWENTY-FIVE (25) YEARS OF SERVICE WITH THE CITY.

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.

SECTION 2. DENTAL INSURANCE

THE CITY SHALL PROVIDE DELTA DENTAL BASIC DENTAL PROGRAM COVERAGE TO EMPLOYEES AND DEPENDENTS (SPOUSE AND ELIGIBLE CHILDREN).

THE BASIC COVERAGE AS HEREIN PROVIDED IS CLASS I BENEFIT BASIC DENTAL SERVICES, 75%; CLASS II BENEFIT, PROSTHADONTIC DENTAL SERVICES, 75%.

THE MAXIMUM BENEFIT PER PERSON PER CONTRACT YEAR IS \$1000 FOR BOTH CLASS I AND CLASS II BENEFITS.

SECTION 3. OPTICAL INSURANCE

THE CITY SHALL PROVIDE THE BASIC EYE PROGRAM AS PROVIDED BY COOPERATIVE SERVICES, 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 \$20.00 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

ARTICLE IV - HEALTH INSURANCE

CONTINUED

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 \$20.00.

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 4. 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.

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).

IF, DURING THE FMLA LEAVE PERIOD, THE EMPLOYEE IS ABLE TO USE ACCRUED LEAVE TIME TO ACHIEVE THE REQUIRED NUMBER OF NORMAL SERVICE DAYS IN THE MONTH, WHICH IS DEFINED AS EIGHTEEN (18) DAYS FOR 7.5 HOUR PERSONNEL AND 8 HOUR PERSONNEL, THE EMPLOYEE SHALL CONTINUE TO RECEIVE ALL BENEFITS. IF, DURING THE FMLA PERIOD, THE EMPLOYEE IS ON UNPAID STATUS AND IS UNABLE TO ACHIEVE EIGHTEEN (18) NORMAL SERVICE DAYS IN THE MONTH, THE EMPLOYEE SHALL RECEIVE GROUP HEALTH INSURANCE BENEFITS (I.E. HOSPITALIZATION, DENTAL, OPTICAL) AND LIFE INSURANCE BENEFITS ONLY.

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 \$25,000.00, 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 1ST, 1976, AND UPON RETIREMENT WITH A CITY PENSION, EACH EMPLOYEE SHALL BE ENTITLED TO A GROUP LIFE INSURANCE VALUED AT \$2,500.00. THE ENTIRE COST OF PREMIUMS FOR SAME SHALL BE ASSUMED AND PAID BY THE CITY OF MADISON HEIGHTS.

COMMENCING JULY 1ST, 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.

ARTICLE VIII - LONGEVITY PAY

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

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 WORK A MINIMUM OF EIGHTEEN (18) DAYS 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 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

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.

ARTICLE X - SICK LEAVE

CONTINUED

- (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.

" 11

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. " 11
- 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 WITH-
IN 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 FIVE (5) WORKING DAYS OR WITHIN FIVE (5) 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 FIVE WORKING (5) DAYS.
- B) **STEP 2** IF THE EMPLOYEE AND REPRESENTATIVE ARE UNABLE TO REACH AN AGREEMENT, THE GRIEVANCE SHALL, WITHIN FIVE (5) WORKING DAYS, BE PUT IN WRITING AND SUBMITTED TO THE CITY MANAGER. WITHIN SEVEN (7) 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 FIVE (5) WORKING DAYS, EXCLUSIVE OF SATURDAY, SUNDAY AND HOLIDAYS, AFTER SUCH ALLEGED GRIEVANCE HAS TAKEN PLACE, OR FIVE (5) 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.

ARTICLE XIV - GRIEVANCE PROCEDURE

CONTINUED

- F) ANY INDIVIDUAL EMPLOYEE OR GROUP OF EMPLOYEES WHO WILFULLY 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 JUDGEMENT, 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.

4 2

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 OPTION 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. " ¶

OVERTIME SUCH AS BEGINNING WORK FIFTEEN (15) OR THIRTY (30) MINUTES EARLY TO GET PAPER WORK OR ASSIGNMENTS READY, OR WORKING BEYOND THE NORMALLY SCHEDULED WORK DAY BY A HALF (1/2) HOUR OR SO TO FINISH UP THE DAY'S WORK SHALL BE CONSIDERED AS CASUAL OVERTIME AND SHALL NOT BE COMPENSATED FOR.

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.

ARTICLE XVIII - HOLIDAYS

THE RECOGNIZED HOLIDAYS UNDER THIS CONTRACT SHALL BE:

INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	DAY BEFORE NEW YEAR'S DAY
VETERAN'S DAY	NEW YEAR'S DAY
THANKSGIVING DAY	GOOD FRIDAY
DAY AFTER THANKSGIVING DAY	EMPLOYEE'S BIRTHDAY
DAY BEFORE CHRISTMAS DAY	MEMORIAL 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 XVIIIIA - 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.

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. PERSONAL LEAVE DAYS SHALL NOT BE CONSTRUED AS ADDITIONAL VACATION OR HOLIDAY TIME.

D. PERSONAL LEAVE DAYS SHALL BE REQUESTED IN ADVANCE IN WRITING TO THE DEPARTMENT HEAD ON FORM 345 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 "C-1."

EFFECTIVE JULY 1, 1984, THE CITY SHALL PAY THE EMPLOYEE PORTION OF THE MUNICIPAL EMPLOYEE RETIREMENT SYSTEM, PLAN C-1.

EFFECTIVE JULY 1, 1987, THE RETIREMENT PLAN SHALL BE CHANGED TO PLAN "C-2" WITH B-1 BASE AND F-55 RIDER, PAID BY THE CITY.

11

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

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.

ARTICLE XXII - UNIFORM ALLOWANCE

UNIFORM ALLOWANCES FOR EMPLOYEES UNDER THIS CONTRACT WILL BE THE SAME AS THE EMPLOYEES THEY SUPERVISE.

SIX MEMBERS, INCLUDING THE SUPERVISORS OF PARKS, STREETS, SANITATION, WATER AND SEWER, WILL WEAR A UNIFORM AS FOLLOWS:

BLUE SHIRT, GREY TROUSERS

THE CODE ENFORCEMENT SUPERVISOR SHALL WEAR A UNIFORM SELECTED BY THE CITY. COST OF THE INITIAL PURCHASE OF THE UNIFORM SHALL BE PAID BY THE CITY WITH AN ANNUAL UNIFORM ALLOWANCE THEREAFTER OF \$400.00 ON OR ABOUT JULY 15.

EFFECTIVE JULY 1, 1988, THE AMOUNT OF THE UNIFORM ALLOWANCE SHALL BE \$400.00 ANNUALLY.

THE TAXABILITY OF THE UNIFORM ALLOWANCE SHALL BE GOVERNED BY INTERNAL REVIEW 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.

“ ”

ARTICLE XXIV - WAGES

SECTION 1. ATTACHED HERETO AND MARKED SCHEDULES "A", "B" AND "C", ARE SCHEDULES SHOWING THE CLASSIFICATION AND WAGE RATES OF THE EMPLOYEES COVERED BY THIS AGREEMENT. IT IS MUTUALLY AGREED THAT SUCH SCHEDULES "A", "B" AND "C", AND THE CONTENTS THEREOF SHALL CONSTITUTE A PART OF THIS AGREEMENT.

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.

“ 11

ARTICLE XXVI - MATERNITY LEAVE

A MATERNITY LEAVE WITHOUT PAY WILL BE GRANTED UPON WRITTEN APPLICATION TO THE CITY MANAGER AS HEREIN PROVIDED.

A. METHODOLOGY

- (1) BY THE END OF THE FOURTH MONTH OF PREGNANCY, THE EMPLOYEE MUST SUBMIT A MEDICAL REPORT FROM HER ATTENDING PHYSICIAN WHICH SPECIFIES THE PROJECTED DATE OF DELIVERY AND THE EMPLOYEE'S CONDITION AS IT AFFECTS HER ABILITY TO PERFORM HER DUTIES.
- (2) THE EMPLOYEE MAY ELECT TO BE PAID ANY ACCRUED SICK TIME AND THE LETTER REQUESTING MATERNITY LEAVE MUST SPECIFY THE EFFECTIVE DATE OF THE MATERNITY LEAVE, THE ANTICIPATED DATE OF RETURN TO WORK, WHETHER THE EMPLOYEE WILL USE ACCRUED SICK TIME, AND IF SO, HOW MANY DAYS.
- (3) THE CITY MAY, AT ITS OPTION, REQUIRE EXAMINATION OR CONSULTATION BY A GYNECOLOGIST SELECTED BY THE CITY, PRIOR TO APPROVAL OF THE REQUEST.

B. CONDITIONS

- (1) A MATERNITY LEAVE SHALL BE TREATED AS ANY OTHER NON-DUTY MEDICAL LEAVE. IT WILL BE UNPAID EXCEPT FOR USE OF ACCRUED SICK LEAVE UNLESS THE EMPLOYEE QUALIFIES FOR BENEFITS UNDER THE LONG-TERM SHORT-TERM WAGE INSURANCE PLAN AS DESCRIBED IN ARTICLE X.
- (2) NO FRINGE BENEFITS ACCRUE TO AN EMPLOYEE ON UNPAID MATERNITY OR MEDICAL LEAVE, INCLUDING BUT NOT LIMITED TO INSURANCE BENEFITS, PAID TIME OFF SUCH AS VACATION, HOLIDAYS, AND PERSONAL LEAVE, AND LONGEVITY BENEFITS.
- (3) UPON RETURN TO WORK THE EMPLOYEE'S SENIORITY AND LONGEVITY DATES ARE ADJUSTED TO REFLECT LOSS OF TIME SPENT ON UNPAID MATERNITY LEAVE.
- (4) ALL PAID TIME OFF (VACATION ACCRUAL, HOLIDAYS, PERSONAL LEAVE, SICK LEAVE, ETC.) IS PRORATED UPON THE EMPLOYEE'S RETURN TO WORK TO REFLECT LOSS OF TIME SPENT ON UNPAID MATERNITY LEAVE.

C. RETURN TO WORK

- (1) THE EMPLOYEE, WITHIN THIRTY DAYS FOLLOWING TERMINATION OF THE PREGNANCY, MUST REPORT TO THE PERSONNEL DEPARTMENT AND PRESENT A MEDICAL REPORT FROM HER ATTENDING PHYSICIAN WHICH IS SPECIFIC AS TO THE EMPLOYEE'S CONDITION, AS IT AFFECTS ABILITY TO WORK AND WHICH INCLUDES THE DATE THE EMPLOYEE MAY RETURN TO WORK. UPON RECOMMENDATION OF THE ATTENDING PHYSICIAN, THE EMPLOYEE MAY REQUEST AN EXTENSION OF AN ADDITIONAL THIRTY DAYS MATERNITY LEAVE. AT ITS OPTION, THE CITY MAY REQUIRE AN EXAMINATION OR CONSULTATION BY A GYNECOLOGIST SELECTED BY THE CITY PRIOR TO GRANTING THE REQUEST.

ARTICLE XXVI - MATERNITY LEAVE

CONTINUED

- (2) THE EMPLOYEE MUST RETURN TO WORK UPON COMPLETION OF THE APPROVED MATERNITY LEAVE, UPON A MUTUALLY AGREEABLE DATE, OR UPON CERTIFICATION BY A GYNECOLOGIST SELECTED BY THE CITY THAT THE EMPLOYEE IS ABLE TO RETURN TO REGULAR EMPLOYMENT.

D. APPLICATION OF BENEFITS

IT IS AGREED AND UNDERSTOOD THAT THE BENEFITS HEREIN DESCRIBED ARE ONLY APPLICABLE TO THE PERIOD OF TIME THE EMPLOYEE IS DISABLED AND SHALL ONLY BE APPLICABLE TO THOSE INDIVIDUALS WHO ARE DETERMINED TO BE DISABLED ON AND AFTER THE DATE OF THIS AGREEMENT.

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.

ARTICLE XXVIII - TERMINATION OF AGREEMENT

SECTION 1. THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM JULY 1, 1994 TO AND INCLUDING JUNE 30, 1997, FOR EMPLOYEES WORKING ON THE DATE OF JULY 1, 1994, 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 26TH DAY OF JUNE, 1995.

CITY

UNION

MADISON HEIGHTS, MICHIGAN

SUPERVISORS AND ASSISTANTS UNION

BY: George W. Suarez
MAYOR

BY: Ruth A. Cross
CHAPTER CHAIR

BY: Jon R. Austin
CITY MANAGER

BY: Richard Hillman
STEWARD

APPROVED AS TO FORM:

BY: Mark R. Laidlaw
BUSINESS REPRESENTATIVE

Larry H. Brown
CITY ATTORNEY

JULY 1, 1994 TO JUNE 30, 1995

SALARY SCHEDULE "A"

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	
001	\$42,960	\$45,302	\$47,644	
002	BLDG. INSP. ADMINISTRATOR DATA PROCESSING SUPERVISOR	\$41,551	\$43,818	\$46,084
005	SUPERVISORS STREETS, SANITATION WATER & SEWER, RECREATION SENIOR CITIZENS, PARKS, BUILDING, MOTOR POOL	\$39,058	\$40,941	\$42,916
010	DEPUTY CLERK DEPUTY ASSESSOR	\$38,967	\$40,851	\$42,826
020	COM. IMPROVEMENT SUPER. ACCOUNTING SUPERVISOR	\$34,131	\$35,986	\$37,840
025	PURCHAS./PUBLIC ASSIST.	\$33,502	\$35,321	\$37,140
027	CODE ENFORCEMENT SUPER.	\$31,694	\$33,396	\$35,098
030	SENIOR CITIZEN COORD. RECREATION COORDINATOR	\$28,521	\$30,106	\$31,690
035	CLERK SUPERVISOR	\$26,386	\$27,810	\$29,234

JULY 1, 1995 TO JUNE 30, 1996

SALARY SCHEDULE "B"

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>
001	\$44,034	\$46,435	\$48,835
002	BLDG. INSP. ADMINISTRATOR	\$42,590	\$44,913
005	SUPERVISORS STREETS, SANITATION WATER & SEWER, RECREATION SENIOR CITIZENS, PARKS, BUILDING, MOTOR POOL	\$40,034	\$41,965
010	DEPUTY CLERK DEPUTY ASSESSOR	\$39,941	\$41,872
020	COM. IMPROVEMENT SUPER. ACCOUNTING SUPERVISOR	\$34,984	\$36,886
025	PURCHAS./PUBLIC ASSIST.	\$34,340	\$36,204
027	CODE ENFORCEMENT SUPER.	\$32,486	\$34,231
030	SENIOR CITIZEN COORD. RECREATION COORDINATOR	\$29,234	\$30,859
035	CLERK SUPERVISOR	\$27,046	\$28,505

JULY 1, 1996 TO JUNE 30, 1997

SALARY SCHEDULE "C"

	<u>START</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>
001	\$45,355	\$47,828	\$50,300
002 BLDG. INSP. ADMINISTRATOR	\$43,868	\$46,260	\$48,653
005 SUPERVISORS STREETS, SANITATION WATER & SEWER, RECREATION SENIOR CITIZENS, PARKS, BUILDING, MOTOR POOL	\$41,235	\$43,224	\$45,309
010 DEPUTY CLERK DEPUTY ASSESSOR	\$41,139	\$43,128	\$45,214
020 COM. IMPROVEMENT SUPER. ACCOUNTING SUPERVISOR	\$36,034	\$37,993	\$39,950.11
025 PURCHAS./PUBLIC ASSIST.	\$35,370	\$37,290	\$39,211
027 CODE ENFORCEMENT SUPER.	\$33,461	\$35,258	\$37,054
030 SENIOR CITIZEN COORD. RECREATION COORDINATOR	\$30,111	\$31,785	\$33,456
035 CLERK SUPERVISOR	\$27,857	\$29,360	\$30,864



4 23

