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6/30/2002



MASTER AGREEMENT

BETWEEN

THE CITY OF MADISON HEIGHTS

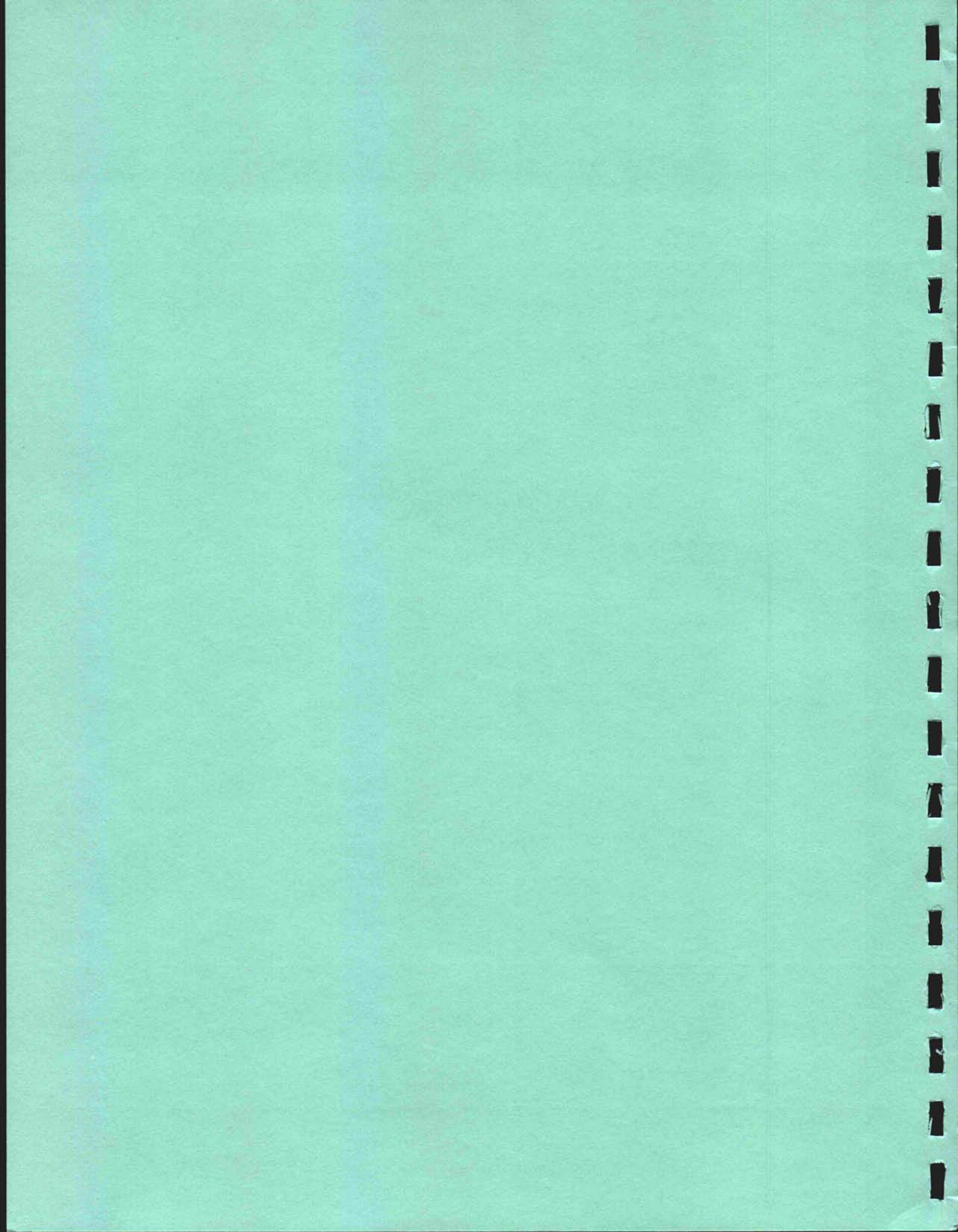
AND

THE SUPERVISORS AND ASSISTANTS UNION

LOCAL 1917 A.F.S.C.M.E.

JULY 1, 1997 THROUGH JUNE 30, 2002

Madison Heights, City





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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 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 (BCN) 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 BCN) and in no case shall such employees be entitled to coverage under both plans.

For all employees hired on or after July 1, 1997 from outside the City's full-time workforce, or who were hired from inside the City's full-time workforce and are only eligible to receive Blue Care Network in their present position, the City shall assume only the full cost of Blue Care Network. Said employees will not be eligible for the HMO incentive defined under Section 1 (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 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

ARTICLE IV – HEALTH INSURANCE

(Continued)

who, as of the 1997 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 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:

	Taxable Incentive Payment	Date Paid	Period Covered
January 1999	\$500.00	2 nd pay in January 1999	July 1, 1998 through December 31, 1998
July 1999	\$500.00	2 nd pay in July 1999	January 1, 1999 through June 30, 1999
January 2000	\$500.00	2 nd pay in January 2000	July 1, 1999 through December 31, 1999
July 2000	\$500.00	2 nd pay in July 2000	January 1, 2000 through June 30, 2000

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 who are eligible to receive traditional health insurance 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, 1997 shall be entitled to receive the following taxable incentive payments:

Eligibility Date	Taxable HMO Incentive Payment	Date Paid	Period Covered
June 15, 1997	\$500.00	2 nd pay in July 1997	July 1, 1997 through December 31, 1997
	\$500.00	2 nd pay in January 1998	January 1, 1998 through June 30, 1998
June 15, 1998	\$500.00	2 nd pay in July 1998	July 1, 1998 through December 31, 1998
	\$500.00	2 nd pay in January 1999	January 1, 1999 through June 30, 1999
June 15, 1999	\$500.00	2 nd pay in July 1999	July 1, 1999 through December 31, 1999
	\$500.00	2 nd pay in January 2000	January 1, 2000 through June 30, 2000
June 15, 2000	\$500.00	2 nd pay in July 2000	July 1, 2000 through December 31, 2000
	\$500.00	2 nd pay in January 2001	January 1, 2001 through June 30, 2001
June 15, 2001	\$500.00	2 nd pay in July 2001	July 1, 2001 through December 31, 2001
	\$500.00	2 nd pay in January 2002	January 1, 2002 through June 30, 2002

Should an employee hired prior to 7/1/97 from outside the City's full-time workforce switch from HMO to traditional insurance for lack of coverage, 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 prior six month period 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 the City 1/6th of the \$500 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.

The following benefit, which does not cover past retirees, applies to all current employees hired on or before the contract ratification date. 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 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, prosthodontic dental services, 75%.

The maximum benefit per person per contract year is \$1000 for both Class I and Class II 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.

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

ARTICLE IV – HEALTH INSURANCE

(Continued)

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 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 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 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.

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 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

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 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.

- 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.

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 too 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 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.

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.

- (D) Any moneys owed as Fair Labor Standards Act (FLSA) "Lump Sum" overtime will be paid in January covering the preceding calendar 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 - 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 XVIII - 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.

Effective June 1, 1998 the retirement plan shall be changed to Plan "B-2" with F-55 rider. The increased cost for benefit B-2 with F-55 rider shall be funded completely by a 1.63% employee payroll deduction, as determined by the pension system actuary and incorporated by reference herein. This change affects only those retirements occurring on or after April 1, 1998.

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

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, Motor Pool, 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 \$350.00 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 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.

ARTICLE XXIV - WAGES

SECTION 1. Attached hereto and marked schedules "A" and "B" are schedules showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that such schedules and the contents thereof shall constitute a part of this agreement.

- A) The City will select a consultant to complete a classification and compensation study of all bargaining unit positions no later than July 1, 1999. The study will include a final written report to the City and the Union as well as an oral presentation, if desired.
- B) The City shall be responsible for funding the study and selecting the consultant.
- C) The study will include the following comparable municipalities, which have been selected as part of an earlier classification study: Allen Park, Eastpointe, Ferndale, Garden City, Lincoln Park, Oak Park, Romulus, Roseville, Southgate, Trenton, Wyandotte. If necessary: Birmingham, Inkster, Monroe, and Port Huron.
- D) In the event the consultant informs the City of a lack of position data from comparable cities, the parties agree to meet and confer concerning additional cities to be surveyed. The selection of the additional cities to be surveyed will be based upon the recommendation of the consultant, who will provide supporting data and will make every effort to follow the methodology used in the January 1997 pay and classification study for municipal employees.
- E) Following completion of the study, there will be a non-retroactive contract reopener to bargain wages only.
- F) In accordance with the City's Pay and Classification Study performed for municipal employees, the bargaining unit position of Clerk Supervisor position will be affiliated with the Municipal Employees Union effective June 5, 1998.
- H) In accordance with the methodology established in the July 1999 Pay and Classification Study, any future wage increases requiring the adjustment of pay ranges shall allow for a seven percent (7%) differential between each successive pay step within a grade, and a 4 percent (4%) differential each successive pay grade.

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.

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.

ARTICLE XXVIII - TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from July 1, 1997 to and including June 30, 2002, for employees working on the date of July 1, 1997, 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 ____ day of _____, 19__.

CITY
MADISON HEIGHTS, MICHIGAN

UNION
SUPERVISORS AND ASSISTANTS UNION

BY: Gary R. McGillivray
GARY R. MCGILLIVRAY
MAYOR

BY: Richard Hillman
RICHARD HILLMAN
CHAPTER CHAIR

BY: Jon R. Austin
JON R. AUSTIN
CITY MANAGER

BY: Vincent S. Kozl
STEWARD

APPROVED AS TO FORM:

BY: David J. Power
A.F.S.C.M.E.
BUSINESS REPRESENTATIVE

Howard L. Shifman
HOWARD L. SHIFMAN
SPECIAL LABOR COUNSEL

SALARY SCHEDULE "A"
JULY 1, 1997 TO JUNE 30, 1998

	Start	6 Month	12 Months
001	\$46,716	\$49,263	\$51,809
002 Building Inspections Administrator	\$45,184	\$47,648	\$50,113
005 DPS Supervisors: Custodial & Maintenance Streets Senior Citizens & Recreation Parks Water & Sewer Motor Pool	\$42,472	\$44,521	\$46,668
010 Deputy Clerk Deputy Assessor	\$42,373	\$44,422	\$46,570
020 Accounting Supervisor	\$37,115	\$39,133	\$41,149
025 Purchasing Agent/Public Assistance Officer	\$36,431	\$38,409	\$40,387
027 Code Enforcement Supervisor CIP Supervisor	\$34,465	\$36,316	\$38,166
030 Senior Citizen Coordinator Recreation Coordinator	\$31,014	\$32,739	\$34,460

SALARY SCHEDULE "B"
JULY 1, 1998 TO JUNE 30, 1999

	Start	6 Months	12 Months
001	\$48,117	\$50,741	\$53,363
002 Building Inspection Administrator	\$46,540	\$49,077	\$51,616
005 DPS Supervisors: Custodial & Maintenance Streets Senior Citizens & Recreation Parks Water & Sewer Motor Pool	\$43,746	\$45,857	\$48,068
010 Deputy Clerk Deputy Assessor	\$43,644	\$45,755	\$47,967
020 Accounting Supervisor	\$38,228	\$40,307	\$42,383
025 Purchasing Agent/Public Assistance Officer	\$37,524	\$39,561	\$41,599
027 Code Enforcement Supervisor CIP Supervisor	\$35,499	\$37,405	\$39,311
030 Senior Citizen Coordinator Recreation Coordinator	\$31,944	\$33,721	\$35,494

SALARY SCHEDULE "C"
SEPTEMBER 1, 1999 TO JUNE 30, 2000

		Start	12 Months	24 Months
001	Recreation Coordinator Senior Center Coordinator	\$37,000	\$39,590	\$42,361
002	Comm. Housing & Grants Supv. Deputy City Clerk	\$38,480	\$41,174	\$44,056
003	Code Enforcement Supervisor Purchasing & Admin Officer	\$40,019	\$42,821	\$45,818
004	None Assigned	\$41,620	\$44,533	\$47,651
005	Accounting Supervisor Deputy Assessor DPS Supervisors Motor Pool Parks	\$43,285	\$46,315	\$49,557
006	DPS Supervisors Recreation Streets & Bldg Maint. Utilities	\$45,016	\$48,167	\$51,539
007	None Assigned	\$46,817	\$50,094	\$53,601
008	Deputy Comm. Development Dir.	\$48,689	\$52,098	\$55,745
009	None Assigned	\$50,637	\$54,182	\$57,974

SALARY SCHEDULE "D"
JULY 1, 2000 TO JUNE 30, 2001

		Start	12 Months	24 Months
001	Recreation Coordinator Senior Center Coordinator	\$38,110	\$40,778	\$43,632
002	Comm. Housing & Grants Supv. Deputy City Clerk	\$39,634	\$42,408	\$45,377
003	Code Enforcement Supervisor Purchasing & Admin Officer	\$41,219	\$44,104	\$47,191
004	None Assigned	\$42,868	\$45,869	\$49,080
005	Accounting Supervisor Deputy Assessor DPS Supervisors Motor Pool Parks	\$44,583	\$47,704	\$51,043
006	DPS Supervisors Recreation Streets & Bldg Maint Utilities	\$46,366	\$49,612	\$53,085
007	None Assigned	\$48,221	\$51,596	\$55,208
008	Deputy Comm. Development Dir.	\$50,150	\$53,661	\$57,417
009	None Assigned	\$52,156	\$55,807	\$59,713

SALARY SCHEDULE "E"
JULY 1, 2001 TO JUNE 30, 2002

		Start	12 Months	24 Months
001	Recreation Coordinator Senior Center Coordinator	\$39,253	\$42,001	\$44,941
002	Comm. Housing & Grants Supv. Deputy City Clerk	\$40,823	\$43,681	\$46,739
003	Code Enforcement Supervisor Purchasing & Admin Officer	\$42,456	\$45,428	\$48,608
004	None Assigned	\$44,154	\$47,245	\$50,552
005	Accounting Supervisor Deputy Assessor DPS Supervisors Motor Pool Parks	\$45,920	\$49,134	\$52,573
006	DPS Supervisors Recreation Streets & Bldg Maint. Utilities	\$47,757	\$51,100	\$54,677
007	None Assigned	\$49,667	\$53,144	\$56,864
008	Deputy Comm. Development Dir.	\$51,654	\$55,270	\$59,139
009	None Assigned	\$53,720	\$57,480	\$61,504

Contract/supvasst/Sup97-02

LETTER OF UNDERSTANDING

WHEREAS, the City of Madison Heights ("the City") and the Supervisors and Assistants Union, AFSCME Local 1917 ("the Union") are parties to a Collective Bargaining Agreement ("CBA") which extends from July 1, 1997 through June 30, 2002; and,

WHEREAS, the CBA calls for the City to select a consultant (The PAR Group) to complete a classification and compensation study of all bargaining unit positions no later than July 1, 1999; and,

WHEREAS, the CBA also calls for a non-retroactive contract reopener for wages only following completion of the study; and,

WHEREAS, the City's consultant has completed the classification and compensation study, the contents and implementation of which were approved by the Union membership on August 17, 1999, to be effective September 1, 1999; and,

WHEREAS, the parties desire to memorialize the adoption of the study and study methodology and to incorporate same into the CBA by reference herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

1. The July 15, 1999 Classification and Compensation Study performed by The PAR Group shall be incorporated into the CBA by reference.
2. The effective date of the new classification system and pay plan shall be September 1, 1999.
3.
 - A) As provided for in the CBA, no member's wage shall be reduced as a result of the pay and classification study.
 - B) For the Deputy City Clerk position, whose wage was found to be over the maximum wage step of the new pay grade/range, the member's wage shall remain frozen during the term of this CBA until such time as the new pay grade "catches up" with the member's wage.
 - C) During the term of the CBA, the Deputy City Clerk will receive an annual lump sum amount equivalent to 3% of actual base wage. The lump sum amount shall not be rolled into base wage.

FOR THE CITY

FOR THE UNION

Jon R. Austin
[Signature]

Richard Gellman
Vincent S. Kozak

Date

Date

9-16-99

9-22-99

