



MASTER AGREEMENT

BETWEEN

THE CITY OF MADISON HEIGHTS

AND

THE MUNICIPAL EMPLOYEES UNION

TECHNICAL, PROFESSIONAL AND

OFFICEWORKERS ASSOCIATION OF

MICHIGAN (TPOAM)

JULY 1, 2002 TO JUNE 30, 2008

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This Agreement is entered into on this 10th day of February between the City of Madison Heights, Michigan, County of Oakland (hereinafter referred to as the "Employer") and the Municipal Employees, Technical, Professional and Officeworkers Association of Michigan, (hereinafter referred to as the "Union" or "TPOAM"). The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union. To these ends, the employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I – RECOGNITION

SECTION 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Madison Heights does hereby recognize the Madison Heights Municipal Employees Union, Technical, Professional and Officeworkers Association of Michigan, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment for those non-supervisory salaried employees in the following Departments, not covered by other contracts: City Assessor, City Clerk, Community Improvement, Community Development, Fire, Library, Police Department Clerical and Animal Control Officer, General Administration, Department of Public Service and Finance Department but excluding the Personnel Director's Secretary.

SECTION 2. 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 monthly service charges for the duration of this Agreement.
- B) Employees covered by this Agreement as defined in the Article entitled "*Recognition - Section 1*" 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 *Article I - Section 1*, 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 3. 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 violation of this Article.

ARTICLE I – RECOGNITION

Continued

The Union will protect, indemnify, and save harmless the employer from all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with this Article.

SECTION 4. Only full-time permanent employees will be represented by this Union that come within the jurisdiction of this Agreement. Part time and seasonal employees are excluded from the bargaining unit. Part time employees are defined as employees who average no more than thirty (30) hours per week. Seasonal employees are defined as those employees who are hired for limited periods of time not to exceed six months including employees sponsored by the jobs training partnership act (JTPA) and Michigan Youth Corps (MYC) or other federal or state jobs programs. Where Union concurrence is required prior to City participation in JTPA or MYC programs, the Union shall not withhold such concurrence and specifically shall not do so as a result of a dispute with the City over grievances or contract negotiations.

SECTION 5. The City will deduct, upon signed authorization by the requesting employee and countersigned by a Union officer, all dues or service charges as stated for the Madison Heights Municipal Employees Union, and forward same to the Union's Treasurer each month.

SECTION 6. The Union agrees to indemnify and hold 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. The Union assumes full responsibility for the disposition of the deductions so made once they have been remitted to the Union.

ARTICLE II - REPRESENTATION

SECTION 1. The Union shall be represented at all negotiations by not more than three (3) representatives of the Union. It is agreed that negotiations may take place during work hours with two employees being excused from their jobs without loss of pay. Said committee shall 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 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. Employees shall be represented by a Chief Steward and alternates shall be named in the absence of said Steward with the City Manager notified immediately of any designated changes in representation.

ARTICLE III - HEALTH INSURANCE

SECTION 1. HOSPITALIZATION INSURANCE

A)

(1) Effective February 1, 2003, for employees hired prior to August 20, 1998, at the option of the employee, the City shall assume the full cost of Blue Care Network or Community Blue PPO Option 1 with \$10 office visit co-pay, each of which will be provided with a \$10-generic and \$20-brand name employee prescription co-pay. Those employees hired prior to August 20, 1998 who opted to elect Blue Care Network retain the option to switch to Community Blue PPO Option 1 during any open enrollment process. If the employee's spouse is a City employee, the hospitalization insurance provided herein shall be limited to one plan, Community Blue PPO Option 1 or Blue Care Network, and in no case shall such employees be entitled to coverage under more than one plan.

(2) For all employees hired on or after August 20, 1998 from outside the City's full-time workforce (including those full-time non-Union employees who transfer into the bargaining unit on or after August 20, 1998), the City shall assume only the full cost of Blue Care Network with a \$10-generic and \$20-brand name employee prescription co-pay. Said employees will not be eligible for the HMO incentive defined under Section 1 (C).

(3) Employees may elect to pay the difference in premium rates in order to receive Community Blue PPO or Blue Cross Traditional (i.e., master medical with prescription rider, F.E.E. rider, Mandatory Second Surgical Opinion program rider – PCES-2, semi-private) insurance.

(4) 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' 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. In no case shall any employee be allowed duplicate coverage. 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.

(5) A Coordination of Benefits Program with disclosure of other carriers is in effect. Each new employee shall provide the City with his or her spouse's name, social security number, employer, and the name of any employer paid hospitalization plan which is available to the spouse at place of employment. The City in conjunction with BC/BS will implement coordination of benefits

pursuant to MCLA 550.251 et. seq. and rules of the state insurance commission, both of which are hereby incorporated by reference as though fully set forth herein

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

- (B) (1) Prior to February 1, 2003, 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 1998 enrollment period, were eligible to have two-person or family coverage in Blue Care Network, Blue Cross/Blue Shield, or Community Blue PPO Option 1 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.
- (2) Effective February 1, 2003, opt-out payment shall be increased to \$2,400 paid annually with the same proration provisions as listed above. Members who have received the 2002 opt-out payment at the previous rate of \$2,000 shall receive an offset for the increased payment for Fiscal Year 2002 – 03.
- (3) An employee may elect to become reinstated to the City's health insurance plan prior to the next regular annual enrollment period if and only if he/she provides proof to the City that he/she has lost health insurance coverage or proof of a HIPAA qualifying event. In all cases where an employee who received the "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this Agreement, each "opt out" payment shall be amortized at a rate of \$200 per month. For example, if the employee opted back on the City's plan on December 1, the employee would reimburse the City \$1,400 (\$200/month) for the period of December through June. The employee will be required to reimburse the City for advance payments of the opt-out incentive for each month during which the employee will be covered under the City's plan. The employee shall also reimburse the opt-out payment to the City according to the above schedule should his/her employment be terminated for any reason. The "opt out" payment shall not be counted in Final Average Compensation for retirement purposes.
- C) As an incentive for employees to choose the Blue Care Network HMO insurance (or alternative provided by the City pursuant to Article III, Section 4) rather than Community Blue PPO Option 1, any employee who has elected HMO coverage as of the eligibility dates listed below will receive an HMO incentive payment in accordance with the following schedule:

Eligibility Date	Taxable HMO Incentive Payment	Date Paid
June 15, 2002	\$1,000	2 nd pay in July 2002
June 15, 2003	\$1,000	2 nd pay in July 2003
June 15, 2004	\$1,000	2 nd pay in July 2004
June 15, 2005	\$1,000	2 nd pay in July 2005
June 15, 2006	\$1,000	2 nd pay in July 2006
June 15, 2007	\$1,000	2 nd pay in July 2007

The incentive payments will be made no later than the second pay in July 2002, July 2003, July 2004, July 2005, July 2006, and July 2007 respectively. Should the employee switch from HMO to traditional insurance or Community Blue PPO Option 1 or terminate his or her employment, 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 traditional or PPO or his or her employment is terminated on May 1st, the employee would owe the City a total of \$166.66 or \$83.33 for each of the two months not in the HMO program. 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. Employees hired after August 20, 1998 are not eligible for the HMO incentive. The HMO incentive payment shall not be counted in final average compensation for retirement purposes.

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

For all eligible full-time retirees prior to February 1, 2003, the City of Madison Heights shall assume the full cost of 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 who retire after July 1, 1981 and their spouses.

For eligible full-time retirees after February 1, 2003, the City shall provide Community Blue PPO Option 1 with a \$10 office co-pay at retirement to those employees hired before August 20, 1998 and their spouse. Should Community Blue PPO not be available where the retiree lives, then the City shall provide Blue Cross/Blue Shield Traditional hospitalization insurance at no cost to the employee.

For eligible full-time retirees after February 1, 2003, the City shall provide Blue Care Network at retirement to those employees hired on or after August 20, 1998 and their spouse. Should Blue Care Network not be available where the retiree lives, then the City shall provide Community Blue PPO Option 1 with a \$10 office co-pay. Should Community Blue PPO not be available where the retiree lives, then the City shall provide Blue Cross/Blue Shield Traditional hospitalization insurance at no cost to the employee.

All full time retirees who retire after February 1, 2003 will receive a \$10 generic/\$20 brand name drug card with his or her health insurance plan.

The retiree may also pay the difference in premiums between Blue Care Network or Community Blue PPO Option 1 and Blue Cross Traditional in order to receive traditional Blue Cross insurance.

The following benefit, which does not cover past retirees, applies to all current employees hired on or before August 20, 1998. In case of the death of a retiree who retired on or after August 20, 1998, 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

- (A) For the period prior to November 1, 2003, the City shall pay the full cost of the current Delta Dental program. 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 \$1,000 for Class I and Class II benefits.
- (B) Effective November 1, 2003, the City shall provide Delta Dental Premier dental program coverage to employees and dependents (spouse and eligible children).

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

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

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

SECTION 3. OPTICAL INSURANCE

The City shall pay the full cost of the current Co-Op Optical program.

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 25 mm bifocal lenses or trifocal lenses in glass or plastic. There is an allowance of \$58.00 towards any frame.

Or for patients who prefer contact lenses to glasses, there will be an allowance towards contact lenses. This exam is a necessary prerequisite to determine if contact lenses are suitable for the patient.

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

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

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

SECTION 4. ALTERNATE INSURANCE PROGRAMS

The City shall have the right to change, consolidate or modify the insurance benefit programs in effect on or after July 1, 1980, provided, however, that any change, consolidation or modification shall provide similar or greater benefits enjoyed by the employee during the term of this Agreement.

SECTION 5. PHYSICAL EXAMINATION

The City shall reimburse \$75 annually for the purpose of an annual physical examination upon application and presentation of appropriate receipts. Said reimbursement shall cover physical examination only and shall not apply toward treatment of illness or injury.

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

Effective September 22, 2003 any unused portion of the \$125 reimbursement may be applied to prescription drugs at \$10 per prescription during the annual reimbursement period from June 15 through June 30 for the current fiscal year. Valid receipts must be submitted to the Finance Department during this reimbursement period in order to receive the \$10 payment for each prescription.

ARTICLE IV - 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 V - WORKER'S COMPENSATION

- A) The provisions of the Worker's Disability Compensation Act of the State of Michigan shall apply in all accidents or injuries to employees in the course of employment.
- B) Each full-time employee who is unable to work as a result of an injury arising out of the course of his employment shall receive one-hundred percent (100%) for one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be chargeable to his sick leave; provided, however, that whenever an employee receives Worker's Disability Compensation for the first week of injury, he shall pay over equal compensation to the City of Madison Heights.
- C) When Worker's Disability Compensation benefits become effective, the employee may supplement such benefits with accrued sick leave allowance or vacation (in that order up to the dollar amount of regular compensation received for a thirty-seven and one-half (37 1/2) hour work week where there are credits in the sick leave or vacation account. Sick leave may be used in amounts of less than half-day supplement pay up to thirty-seven and one-half (37 1/2) hours per week.
- D) When sick leave allowance or vacation is exhausted, further payments shall then be limited to the amount provided under the provisions of the Worker's Disability Compensation Act.
- E) An employee will not suffer loss of pay for time spent for doctor visits as a result of job related injury or illness. Such visits will only be allowed after approval by supervisor, unless scheduled on employee's time.
- F) Any employee who sustains a job related injury and has exhausted his earned leave time, shall accrue all fringe benefits (including sick and vacation days) not to exceed three (3) months from date of injury or illness, or after having exhausted sick and vacation benefits which ever is latest. Provided, however, that the City shall continue to pay hospitalization insurance premiums through the twelfth month following the injury.
- G) An employee injured on other gainful employment outside of City employment shall not be eligible for worker's disability compensation benefits from the City.
- H) In no case shall compensation received by the employee from all City insurance and City sources exceed the employee's actual wage.

ARTICLE VI - LIFE INSURANCE

SECTION 1.

Employees shall be entitled to group life insurance valued at \$35,000. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights. Employees may purchase additional group life insurance through the City to the extent permitted by the insurance carrier, if desired. The additional premium may be deducted from the employee's pay.

The City will pay the necessary premiums for continuation of \$35,000 life insurance for any employee disabled, in accordance with provisions of the group policy if said employee has been an employee for one continuous year prior to the disablement. The insurance shall be paid up to retirement age of the employee.

SECTION 2. LIFE INSURANCE AT RETIREMENT

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

ARTICLE VII - LONGEVITY PAY

All full-time employees of the City of Madison Heights, whether on a per annum or per hour compensation basis who have completed five (5) or more years of service on a full-time basis, shall be paid longevity pay according to the following schedule:

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

Longevity to be accrued on the anniversary date of employee's date of hire as determined by City records and to be paid within two weeks thereafter. Upon retirement with a City pension, longevity pay shall be paid, pro-rated from the employee's last employment anniversary date to the date of retirement, based upon City pension records. In the event of death of any employee, longevity pay earned by that employee will be paid to the beneficiary.

No employees hired from outside the City's full-time workforce on or after August 20, 1998 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.

Employees are permitted to remit all or a dollar portion of longevity pay into the City's Deferred Compensation Plan (ICMA-RC) up to the maximum contribution allowable by law.

ARTICLE VIII - VACATIONS

All full-time employees of the City of Madison Heights shall be granted vacation leave without deduction of pay as provided below to be accrued on the employee's anniversary date:

1 - 4 Years	Two Weeks
5 - 9 Years	Three Weeks
10 - 14 Years	Four Weeks
15 Years and Over	Five Weeks

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

For purposes of vacation time computation, each employee shall be required to have a minimum of eighteen payroll days to make up one service month. Vacation shall be figured from the first month in which at least eighteen days are worked.

Annually, it is the obligation of individual members to reduce accumulated vacation time to a maximum of five (5) weeks by or prior to their anniversary date at which time they shall receive additional vacation time according to the above schedule. At no time shall the combination of accrued vacation time and the current year's vacation time allocation exceed ten (10) weeks.

There will be a vacation selection period from February 1 to April 1 of each year. Requests shall be made in writing to the Department Head and approved or denied by April 15. The vacation period shall begin May 1.

Preference shall be given according to seniority. Seniority shall be determined within a Department or division, by date of full time employment. Vacation requests after April 1 of each year shall be granted on a first come, first served basis. Employees shall be given one first choice and then shall not be given preference until all other employees have been granted their first choice vacation period. If, for any reason, an employee should cancel his/her first choice, he/she shall only be allowed to re-schedule subject to the vacation schedule and staffing requirements of the Department.

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

ARTICLE IX - SICK LEAVE

SECTION 1. All full-time permanent employees shall be entitled to sick leave with full pay for one (1) 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 three (3) months employment. Upon completion of the three (3) month period the employee shall be credited with three (3) sick days.

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) Unused sick leave, as provided in the above paragraphs shall be called current sick leave and accumulated to not more than a total of forty-eight (48) days. Any employee who had accumulated more than 48 days on July 1, 1970, shall have those days in excess of the 48 placed in a "special reserve bank" for that employee. If necessary, the employee may draw on those sick days in the "special reserve bank." If those "special reserve bank" days are not so depleted, the employee will be compensated for them upon termination of City service at the rate of fifty percent (50) of the employee's base pay, provided that an employee must have a minimum of ten years of continuous service and be vested in the retirement system in order to qualify for sick leave buy back at termination.
- B) Absences due to death or illness in the immediate family or in the household regardless of relationship and other absences that are justifiable in the judgment of the Department Head and City Manager may be considered proper sick leave.
- C) Any employee who finds it necessary to be absent from his or her work must obtain leave from his/her immediate supervisor, so far as possible, on the day before the contemplated absence. An employee who is unable to report to work as scheduled due to an illness or disability shall personally notify his/her immediate supervisor no later than fifteen minutes after the scheduled starting time, provided, however that in case of incapacity, another person may make the call. Said call shall be made by said person as soon as is practicable.

Absence of an employee for three (3) consecutive working days without leave or acceptable justification shall be cause for immediate dismissal in accordance with the provisions of the

merit system ordinance. Evidence of illness or medical disability must be provided by a medical report for all sick leave of more than three consecutive days. For sick leave of three consecutive days or less, the Department Head or City Manager may require a medical report prior to approval of said sick leave. In any case, the City may require examination by a physician selected by the City prior to granting paid sick leave or prior to the employee's return to work.

- E) 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 or the City Manager.
- F) 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.
- G) 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 a cause for the use of sick leave, unless previously approved by the Department Head and City Manager.
- I) 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.
- J) 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.

SECTION 3. The employee shall continue to receive the maximum of twelve (12) earned sick days per year. 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. That is, if the person had accumulated forty-eight (48) days by July 1, 1991, and accumulates another twelve (12) days but does not use any of those 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 1st, 1986, had accumulated forty (40) days of sick leave and earns twelve (12) days during the year, but does not use any for sick leave, they will have accumulated an excess of four (4) sick days. Said four (4) days shall be bought back by the City at fifty percent (50%) of the employee's wage rate. Payments shall be made between July 15th, and July 30th, following the end of each fiscal year.

The fifty percent (50%) buy-back rate is fifty percent (50%) of the employee's daily gross wage, excluding all differentials, premiums, and longevity adjustment 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 X - DISABILITY 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.

The City shall pay the hospitalization insurance premium for a period not to exceed twelve (12) months from the date of the employee's medical disability provided that, if the employee is able to use leave time to achieve eighteen (18) service days during the sixty (60) day waiting period for disability insurance, then the twelve (12) month coverage period for hospitalization insurance begins when the employee receives disability insurance coverage. Otherwise, the twelve (12) month coverage period for hospitalization insurance begins on the date of the non-work related illness or injury.

Any benefits from social security, worker's 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 paid for totally by the City.

ARTICLE XI - BEREAVEMENT LEAVE

SECTION 1. 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.

SECTION 2. The bereavement leave provision shall not be construed as additional leave time and shall be used only for attendance at funerals. Attendance at a funeral on Saturday, Sunday, or holidays cannot be charged to bereavement leave, accumulated sick leave or accumulated vacation in the form of additional leave days.

SECTION 3. 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.

SECTION 4. In the event of the death of aunts, uncles, and relatives living in the same household regardless of relationship, employee may be granted absence not to exceed one (1) day to make arrangements or attend the funeral and such absence shall be chargeable to accumulated sick leave or vacation days.

SECTION 5. Members shall be entitled to one day off with pay in the event of the death of a niece or nephew where their attendance is required at the funeral.

ARTICLE XII - WORK WEEK

SECTION 1. An employee's work week shall consist of five (5) consecutive regularly scheduled work days. The work week for clerical and technical salaried employees shall be 37 1/2 hours. Time worked before or after regularly scheduled work days and week, shall be considered overtime, and compensated according to the overtime rate as provided in *Article XVI - "Overtime"*. In addition, all regular permanent employees shall be entitled to an unpaid one (1) hour lunch period. Some recreation, library, and senior citizens department employees may be on a different schedule due to the unusual nature of their activity.

The City will pay any monies owing for Fair Labor Standard Act (FLSA) "lump sum" overtime in January for the prior calendar year. Beginning with the 2002 calendar year, each bargaining unit member shall receive an annual taxable check of \$50.00 in fulfillment of FLSA Lump Sum Overtime Calculations, which will be issued in January for the preceding calendar year. Any uncalculated years prior to November 25, 2002 shall be paid with a taxable check of \$50.00 for each such year. The City is obligated to make such payments only as long as required by law.

SECTION 2. Employees shall report to work as scheduled and shall not absent themselves for reasons other than illness or injury without prior authorization of the Department Head. In the event of an emergency, an employee who is unable to report to work as scheduled shall provide notice to the Department Head and shall report to work as soon as possible. Documentation will be provided upon request by the Department Head.

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances 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-up of equipment, slow-down, walk-outs, or any 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 procedures 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. A grievance is defined as a claim that a specific Article or Section of this agreement has been violated. Should any grievance 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 promptly through the following steps:

STEP 1. The employee and/or his/her representative shall discuss the complaint with the Department Head who shall attempt to resolve the grievance. If a settlement cannot be reached verbally, the grievance shall be put in writing to the Department Head. The Department Head shall attempt to arrive at an equitable solution within three (3) days.

STEP 2. If the Department Head and representative are unable to reach Agreement, the grievance shall, within five days, be put in writing and submitted to the City Manager. Within seven days of receipt of the grievance, the City Manager or designee shall meet with the unit chair to discuss the grievance. The City Manager shall respond in writing to the grievance within seven working days after the meeting.

STEP 3. In the event the grievance is not satisfactorily settled at step 2, the Union shall have ten (10) days in which to notify the City and submit the grievance to binding arbitration in accordance with the procedures set forth below.

- A. If the grievance is not so submitted within ten (10) days, it will be considered settled on the basis of the last disposition. If the Union elects to arbitrate the grievance, the parties shall attempt to 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 Federal Mediation and Conciliation Service. Such proceedings shall be initiated within sixty (60) days after the above.
- 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 federal mediation and conciliation service. The parties may in any case agree in writing to abide by the expedited rules published by said association.

- C. The arbitrators shall have no authority to add to, subtract from, change or modify any provisions of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. 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. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) days, exclusive of Saturdays, Sundays or holidays, after such alleged grievance has taken place or the employee should have reasonably been made aware of it.
- E. Notwithstanding the above 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.
- F. The chief steward or such 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/her place of work he/she must receive permission to do so from his superior which permission shall be granted within the twenty-four (24) hours next following the employee's request; such time shall be allowed without loss of pay. The representative shall report to the employee's superior upon his/her completion of the investigation.

ARTICLE XIII A - USE OF PAST RECORD

In imposing disciplinary action on a current charge, the employer will not take into account any prior disciplinary infraction which occurred more than two (2) years previously to said disciplinary action.

ARTICLE XIV - SENIORITY

SECTION 1. Seniority of a new employee will begin after the employee has successfully completed a six (6) month probationary period; provided, however, at the option of the employer, the probationary period may be extended an additional three (3) months. Notice of any extension shall be provided to the employee and to the Union. The seniority will be retroactive to the date of his/her full time employment. However, where a seasonal or temporary employee is being employed on a full time basis, any months during the twelve (12) months immediately preceding the date of full time employment where the employee worked a minimum of eighteen (18) full days per month shall be considered in seniority for longevity purposes only. This shall not apply to pension rights, vacation, or sick leave. However, after completion of three (3) months service, new employees will be credited with any earned sick leave and personal leave time.

SECTION 2. Upon request from the Union, the City shall provide the Chief Steward with a current seniority list.

ARTICLE XIVA - LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- 1) He/she resigns, quits or retires.
- 2) He/she is discharged for just cause.
- 3) He/she is absent for three (3) consecutive working days without notifying his/her immediate supervisor. In proper cases, exceptions may be made by the City Manager. After such absence, the Department Head will send written notification to the employee at his last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- 4) He/she fails to report for work within five (5) working days of receipt of notice of recall.
- 5) Employees on unpaid leave shall have their longevity date adjusted to reflect the loss of time if such unpaid leave shall exceed six months.

ARTICLE XIVB – LAYOFFS

A) The word layoff means a reduction in working force as a result of a lack of work or economy measures.

B) If a layoff becomes necessary, the following procedures will be mandatory:

The principle of straight bargaining unit seniority shall govern. An employee may bump down to a lateral classification or to a lesser classification for which the employee is qualified and able to do the job with minimal training.

C) Employees to be laid off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than seven (7) days notice.

D) The Union shall receive a list of employees being laid off at the same time that said employees are notified.

E) When the working force is increased after a layoff, employees shall be recalled in the inverse order of their having been laid off. No new employees will be hired by the City as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.

F) Any employees with the same seniority date shall be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

G) Notice of recall shall be sent to the employee at the employee's last known address by certified mail. If an employee fails to report for work within ten (10) days of mailing of the notice of recall, the employee shall be considered as quit.

H) Part-time, temporary, and probationary employees of a given job classification or occupational group shall be laid off first before bargaining unit members in that same classification or group.

ARTICLE XIVC - SENIORITY FOR OFFICERS

Effective July 1, 1977, the Union shall have two (2) representatives (chief steward/alternate steward) in the event of a layoff.

The employee(s) designated by the Union as their representative(s) shall have bumping rights in the event of a layoff and shall use their regular seniority in exercising bumping rights. If their regular seniority does not prevent their layoff, the employee(s) shall be retained at the lowest level to which their regular seniority would take them.

ARTICLE XV - PROMOTIONS/TRANSFERS

SECTION 1. Promotions will be granted on the basis of ability first, and seniority second. Any openings for promotions within a given department shall be posted in a conspicuous place in the department at least five (5) days prior to the filling of such vacancy. If unfilled by department employees, the position will be posted to all employees for five (5) working days in each building where employees work before being opened to the public. All promotions will be filled insofar as possible by City employees. Upon promotion, an employee shall receive the first pay rate in the pay grade to which he/she has been advanced which is higher than his/her last rate in the classification from which he/she has been promoted.

SECTION 2. Transfers from one classification to another other than promotions, within the bargaining unit resulting from a vacancy or a newly created position shall be based on ability first and seniority second. In such cases, all vacancies and newly created positions shall be posted according to *Section 1* of this Article.

SECTION 3. Because of the wide variety of tasks required to be performed by employees in the bargaining unit and outside the bargaining unit, the employer shall have the right to make permanent or temporary transfers of employees to enable the working force to be used in the most efficient manner. Employees temporarily transferred or promoted to a higher paying job shall receive the beginning rate of that classification from the first day; provided that if the beginning rate of the classification in question is not higher than the employee's regular rate, the employee shall receive the first pay step of the classification which is higher than the employee's regular rate.

SECTION 4. If an employee is transferred to a position outside the bargaining unit and is thereafter returned to the bargaining unit, such employee shall have not accumulated seniority while working in the position to which he was transferred.

ARTICLE XVI - OVERTIME

SECTION 1. All overtime, for purpose of cash payment, in excess of the regular workweek, will be at the express direction of the Department Head and approved by the City Manager prior to the work being performed, except in emergency cases. Said overtime will be paid for at time-and-one-half (1 ½). Sundays and legal holidays shall be paid at the double time (2) rate. Overtime shall be equalized insofar as is practicable, within the department, by classification and seniority in the classification. However, the City may also consider special skills of the job incumbent in assignment of overtime.

Personnel may, at their option, subject to approval by the Department Head, build up compensatory time (CTO) at time-and-one-half to use as accumulated time off instead of paid overtime. Any hours worked over 22 1/2 (CTO) hours must be paid for at the time-and-one-half (1 1/2) rate. This accumulated compensatory time may only be taken off with the approval of the Department Head.

SECTION 2. All personnel will work overtime when requested to do so unless the Department Head, for good reasons, excused the individual. An unexcused refusal to work overtime when requested may be cause for disciplinary action if good cause cannot be proven.

ARTICLE XVII - HOLIDAYS & HOLIDAY WORK SCHEDULE

The recognized legal holidays shall be:

Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day Before Christmas
Labor Day	New Year's Day
Veteran's Day	Day Before New Year's
Thanksgiving Day	Employee's Birthday

The birthday holiday must be utilized by the employee the day of occurrence or within 30 days. For good cause, the Department Head may approve use of said day at a later time.

Seasonal and temporary employees are not eligible for holiday pay.

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/she is paid for the day before and the day after a holiday, it will be considered as a day worked.

Should one of the above holidays fall on Saturday, Friday shall be recognized as the holiday. Should one of the above 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 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 personal leave days shall be used by any employee in a calendar month.
- D) Personal leave time shall only be used for personal business that can only be conducted during normal business hours.
- E) Approval of use of personal leave time by a Department Head is conditional upon verification by payroll records.

ARTICLE XVIII - MATERNITY LEAVE

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

ARTICLE XVIIIIB - LEAVE OF ABSENCE

SECTION 1. Any employee with a minimum of five (5) years of seniority desiring a leave of absence from his employment shall secure written permission from the City Manager. The maximum leave of absence shall be for sixty (60) days and may be extended for good cause. Permission for extension must be secured, in writing, from the City Manager. During the period of absence, the employee shall not, without the permission of the City Manager, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

SECTION 2. JURY DUTY: The employer shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount of pay. However, the employee must turn over any compensation received for jury duty to the City before receiving their regular amount of pay. Employees who are paid by the court for a half-day of jury duty are expected to return to their job for the balance of the day.

SECTION 3. Nothing contained in this article shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

ARTICLE XIX - RETIREMENT

SECTION 1.

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." All employees under this Agreement are entitled to and required to participate in this pension plan. Effective July 1, 1984 the City shall pay the employee portion of the Municipal Employee Retirement System, Plan C-1.

Effective January 1, 1987, the retirement plan shall be C-2 with B-1 base and F-55 rider.

Effective January 1, 1994, the benefit shall be B-2, funded by an employee payroll deduction of 1.8%.

Effective 7/1/03, the employee contribution will be reduced by ½ of 1.8%.

Effective 7/1/04, the employee contribution will be reduced by ½ of 1.8% and will be eliminated.

SECTION 2.

The pension terms and benefits for a retiree shall remain as defined by the Collective Bargaining Agreement in effect at the time of their retirement.

ARTICLE XX - COFFEE BREAK

SECTION 1. 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 those two are unauthorized and will subject non-conforming employees to disciplinary action.

It is clearly understood that the foregoing is not to be interpreted as authorizing employees to drop whatever they are working at and leave for coffee whenever the nature of the work being 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 such infrequent occasions.

SECTION 2. No employee within this bargaining unit shall be allowed to work through their lunch hour or any other break period, in order to gain time off of that day or any other subsequent day, unless prior approval is received from the City Manager.

ARTICLE XXI - TUITION REFUND

The City shall assume the full cost of tuition up to a maximum of \$400 each fiscal year for any employee who pursues a course that has a direct relationship to his/her work which has been approved by the Department Head and/or City Manager. If such tuition is granted to an employee and that employee terminated his/her 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/her final pay.

Effective November 25, 2002, the tuition refund annual maximum shall be increased to \$600 for each Fiscal Year.

ARTICLE XXII - UNIFORM SERVICE

Engineering employees engaged in inspection work and field inspectors shall be furnished with rain gear and each such employee shall be reimbursed not to exceed \$50.00 annually for boots.

The Code Enforcement Officer and Animal Control Officer shall wear a uniform; the initial cost of purchase to be provided by the City.

Effective July 1, 1987, the Code Enforcement Officer and Animal Control Officer shall receive an annual clothing allowance of \$400.00 to be paid on or about July 15. Such allowance to be prorated should the employee terminate service or in case of a new hire.

Effective July 1, 1996, the Code Enforcement Officer and Animal Control Officer shall receive an annual uniform allowance of \$475.00 to be paid on or about July 15. Such allowance shall be prorated should the employee terminate service or in case of a new hire.

The taxability of the uniform allowance is governed by internal revenue services rules.

Effective on August 24, 1998, the Senior Citizen bus driver shall be provided with rain gear.

ARTICLE XXIII - VETERANS

Re-employment rights of employees returning from military service will be in accordance with the laws of the State of Michigan and the Federal Government.

ARTICLE XXIV - 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 or 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 XXV - SUBCONTRACTING CLAUSE

The City may subcontract bargaining unit work whenever the equipment or manpower is not immediately available or efficiency of the City is jeopardized. Department Heads shall not be utilized on a regular basis to perform bargaining unit work to circumvent the payment of overtime. This expressly does not preclude the City from assigning Department Heads when necessary to work.

ARTICLE XXVI - WAGES

SECTION 1. Attached hereto and marked schedules "A", "B", "C", "D", "E", "and F" are schedules showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that such schedules "A", "B", "C", "D" and "F" and the contents thereof shall constitute a part of this Agreement. Schedule "G" attached hereto sets forth the methodology by which employees whose salary remains over the new contractual range will receive taxable, lump sum payments until the contractual range "catches up" with their salary. The contents of Schedule "G" shall constitute a part of this Agreement.

SECTION 2. COST-OF-LIVING: Effective with the first pay period beginning on or after July 1, 2002, employees covered by this Agreement shall receive a cost-of-living allowance, in accordance with the following provisions.

- A) The amount of the cost of living allowance for fiscal years 2002/03, 2003/04, and 2004/05 shall be determined with the change in the Bureau of Labor Statistics Consumer Price Index for Detroit, Michigan, (1967=100) hereinafter referred to as the "index", from the index at the end of June in each fiscal year, June 30, 2002, June 30, 2003, and June 30, 2004, June 30, 2005, June 30, 2006, June 30, 2007, and June 30, 2008 respectively.

The allowance shall consist of a base which shall be the amount of the allowance in effect on June 30, 2002 plus one cent per hour for each .4 change in the index up to a maximum of thirty-five cents hourly which shall include the base of thirty-five cents as described herein.

- B) The cost-of-living allowance shall be paid to each employee in one lump sum at the end of each quarter starting with this agreement. Such compensation shall include vacation payments, holiday payments, call-in pay, premium pay and sick pay. In addition, cost-of-living adjustments shall not be considered a part of the base wage for purpose of bargaining in the 2007/2008 contract year.
- C) In no event will a decline in the index, below the June, 2002 index, provide the basis for a reduction in the wage rate.

SECTION 3. A shift premium of 25 cents per hour shall be paid to any employee assigned to a shift beginning at 11:00 p.m.

ARTICLE XXVII - PAY ADVANCES

If a regular payday falls during the employee's vacation and he/she wants advanced pay, he/she must make a written request at least two (2) weeks prior to the time of vacation.

ARTICLE XXVIII - JOB DESCRIPTIONS

During the life of this Agreement the City will review and revise (if necessary) its job descriptions and make them available to the employees and the Union. It is understood that job descriptions do not include every and all duties of the particular job but only serve as a guide.

Whenever a new classification is created or a classification is revised or eliminated, the City will advise the Union of these changes and a special conference may be called to study these classifications.

ARTICLE XXIX - SAVINGS CLAUSE

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 any rider attached hereto 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 XXX - SPECIAL CONFERENCES

Special conferences for important matters may be arranged at a mutually agreed time between the Union chief steward and employer or its designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the employer and not more than three (3) representatives of the Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Technical, Professional and Officeworkers Association of Michigan.

ARTICLE XXXI - TERMINATION OF AGREEMENT

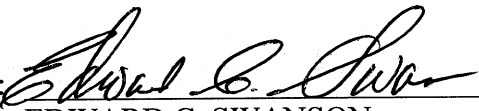
SECTION 1. This Agreement shall be in full force and effect from July 1, 2002 to and including June 30, 2008. This contract shall continue in full force and effect from year-to-year thereafter unless written notice of desire to renegotiate or terminate this Agreement is served on either party at least 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 the notice set forth in *Section 1* of this Article, such party may give notice at any time prior to the termination of 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 61st day following such notice.

In witness whereof, the parties hereto have hereunder set their hands and seals this 10th day of FEBRUARY, 2004.

CITY OF MADISON HEIGHTS

BY:

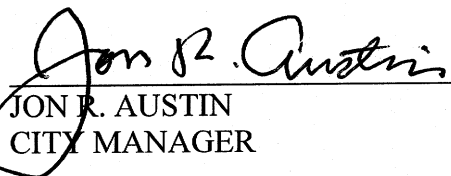

EDWARD C. SWANSON

TPOAM

BY:


ROBERT WINES
BUSINESS AGENT

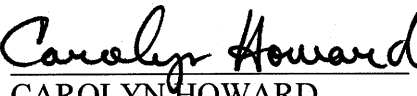
BY:


JON R. AUSTIN
CITY MANAGER

BY:

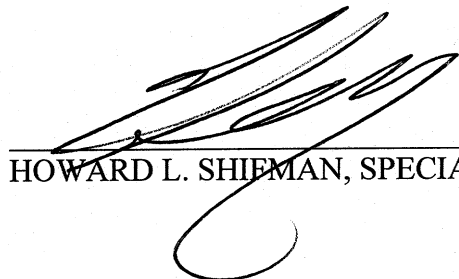

LINDA LINTS
CHIEF STEWARD

BY:


CAROLYN HOWARD
ALTERNATE STEWARD

APPROVED AS TO FORM:

BY:


HOWARD L. SHIEMAN, SPECIAL LABOR COUNSEL

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2002 TO JUNE 30, 2003
SALARY SCHEDULE "A"**

Office Assistant I

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$24,574	\$ 26,294	\$28,134

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$25,556	\$27,345	\$29,259

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$26,578	\$28,43	\$30,429

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$27,641	\$29,576	\$31,647

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$28,746	\$30,759	\$32,912

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,896	\$31,989	\$34,228

**Information Systems Specialist, Library Technician, Animal Control Officer, Administrative
Secretary**

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$31,092	\$33,268	\$35,597

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,335	\$34,599	\$37,020

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$33,628	\$35,982	\$38,500

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$34,974	\$37,422	\$40,041

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2002 TO JUNE 30, 2003
SALARY SCHEDULE "A"**

11	START	12 MONTHS	24 MONTHS
	\$36,372	\$38,919	\$41,643

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$37,828	\$40,476	\$43,309

13	START	12 MONTHS	24 MONTHS
	\$39,341	\$42,095	\$45,042

14	START	12 MONTHS	24 MONTHS
	\$40,195	\$43,779	\$46,843

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$42,551	\$45,530	\$48,717

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2003 TO JUNE 30, 2004
SALARY SCHEDULE "B"**

Office Assistant I

<u>1</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$25,311	\$ 27,083	\$28,978

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$26,323	\$28,166	\$30,137

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$27,375	\$29,291	\$31,342

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$28,470	\$30,464	\$32,596

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,609	\$31,682	\$33,899

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$30,793	\$32,948	\$35,255

Information Systems Specialist, Library Technician, Animal Control Officer, Administrative Secretary

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,024	\$34,266	\$36,665

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$33,305	\$35,637	\$38,131

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$34,637	\$37,061	\$39,655

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$36,023	\$38,545	\$41,242

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2003 TO JUNE 30, 2004
SALARY SCHEDULE "B"**

11	START	12 MONTHS	24 MONTHS
	\$37,464	\$40,086	\$42,892

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$38,963	\$41,690	\$44,609

13	START	12 MONTHS	24 MONTHS
	\$40,521	\$43,358	\$46,393

14	START	12 MONTHS	24 MONTHS
	\$42,142	\$45,092	\$48,249

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$43,828	\$46,896	\$50,178

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2004 TO JUNE 30, 2005
SALARY SCHEDULE "C"**

Office Assistant I

<u>1</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$26,070	\$27,895	\$29,848

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$27,113	\$29,011	\$31,041

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$28,197	\$30,170	\$32,282

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,324	\$31,378	\$33,574

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$30,497	\$32,632	\$34,916

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$31,716	\$33,937	\$36,312

Information Systems Specialist, Library Technician, Animal Control Officer, Administrative Secretary

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,985	\$35,294	\$37,765

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$34,304	\$36,706	\$39,275

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$35,676	\$38,173	\$40,845

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$37,107	\$39,701	\$42,480

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2004 TO JUNE 30, 2005
SALARY SCHEDULE "C"**

11	START	12 MONTHS	24 MONTHS
	\$38,587	\$41,289	\$44,179

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$40,131	\$42,941	\$45,947

13	START	12 MONTHS	24 MONTHS
	\$41,737	\$44,659	\$47,785

14	START	12 MONTHS	24 MONTHS
	\$43,406	\$46,445	\$49,696

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$45,143	\$48,303	\$51,684

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2005 TO JUNE 30, 2006
SALARY SCHEDULE "D"**

Office Assistant I

<u>1</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$26,852	\$28,732	\$30,743

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$27,926	\$29,881	\$31,972

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,043	\$39,075	\$33,250

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$30,204	\$32,319	\$34,581

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$31,412	\$33,611	\$35,963

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,667	\$34,955	\$37,401

Information Systems Specialist, Library Technician, Animal Control Officer, Administrative Secretary

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$33,975	\$36,353	\$38,898

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$35,333	\$37,807	\$40,453

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$36,746	\$39,318	\$42,070

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$38,217	\$40,892	\$43,754

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2005 TO JUNE 30, 2006
SALARY SCHEDULE "D"**

11	START	12 MONTHS	24 MONTHS
	\$39,745	\$42,528	\$45,504

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$41,335	\$44,229	\$47,325

13	START	12 MONTHS	24 MONTHS
	\$42,989	\$45,999	\$49,219

14	START	12 MONTHS	24 MONTHS
	\$44,708	\$47,838	\$51,187

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$46,497	\$49,752	\$53,235

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2006 TO JUNE 30, 2007
SALARY SCHEDULE "E"**

Office Assistant I

<u>1</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$27,658	\$29,594	\$31,665

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$28,764	\$30,777	\$32,931

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,914	\$32,007	\$34,248

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$31,110	\$33,289	\$35,618

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,354	\$34,619	\$37,042

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$33,647	\$36,004	\$38,523

Information Systems Specialist, Library Technician, Animal Control Officer, Administrative Secretary

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$34,994	\$37,444	\$40,065

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$36,393	\$38,941	\$41,667

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$37,848	\$40,498	\$43,332

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$39,364	\$42,119	\$45,067

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2006 TO JUNE 30, 2007
SALARY SCHEDULE "E"**

11	START	12 MONTHS	24 MONTHS
	\$40,937	\$43,804	\$46,869

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$42,575	\$45,556	\$48,745

13	START	12 MONTHS	24 MONTHS
	\$44,279	\$47,379	\$50,696

14	START	12 MONTHS	24 MONTHS
	\$46,049	\$49,273	\$52,723

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$47,892	\$51,245	\$54,832

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2007 TO JUNE 30, 2008
SALARY SCHEDULE "F"**

Office Assistant I

<u>1</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$28,626	\$30,630	\$32,773

<u>2</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$29,771	\$31,854	\$34,084

<u>3</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$30,961	\$33,127	\$35,447

Office Assistant II, Fiscal Assistant I

<u>4</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$32,199	\$34,454	\$36,865

<u>5</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$33,487	\$35,831	\$38,339

Assessing Assistant, Fiscal Assistant II, Housing Program Assistant

<u>6</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$34,825	\$37,264	\$39,871

Information Systems Specialist, Library Technician, Animal Control Officer, Administrative Secretary

<u>7</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$36,219	\$38,755	\$41,467

Code Enforcement Officer

<u>8</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$37,667	\$40,304	\$43,125

<u>9</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$39,173	\$41,915	\$44,849

<u>10</u>	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
	\$40,742	\$43,593	\$46,644

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION
JULY 1, 2007 TO JUNE 30, 2008
SALARY SCHEDULE "F"**

11	START	12 MONTHS	24 MONTHS
	\$42,370	\$45,337	\$48,509

Accountant, Librarian

12	START	12 MONTHS	24 MONTHS
	\$44,065	\$47,150	\$50,451

13	START	12 MONTHS	24 MONTHS
	\$45,829	\$49,037	\$52,470

14	START	12 MONTHS	24 MONTHS
	\$47,661	\$50,998	\$54,568

Building Inspector, Electrical Inspector, Property Appraiser, Community Development Technician

15	START	12 MONTHS	24 MONTHS
	\$49,568	\$53,039	\$56,751

Schedule “G”

Explanation of Base Wage Lump Sum Adjustments effective 7/1/02

Wage Status as of 7/1/02	Base Wage Increase	Lump Sum Amount (not factored into base wage)
New Contractual wage is equal to or greater than the 6/30/02 wage plus 3%	New Contractual Wage	None
New Contractual wage is less than the 6/30/02 wage	None	\$750 or the equivalent of a 3% increase to the 6/30/02 wage, whichever is greater
New Contractual wage is greater than 6/30/02 wage but less than 6/30/02 wage plus 3%	New Contractual Wage	The difference between the new contractual wage and the 6/30/02 wage plus 3% (or plus \$750 whichever is greater)