



MASTER AGREEMENT

BETWEEN

THE CITY OF MADISON HEIGHTS

AND

THE MUNICIPAL EMPLOYEES UNION TECHNICAL,  
PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF  
MICHIGAN (TPOAM)

JULY 1, 2018 TO JUNE 30, 2021

## TABLE OF CONTENTS

<b><u>TITLE</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
BEREAVEMENT LEAVE	XI	21
COFFEE BREAK	XX	37
DENTAL INSURANCE	III	8
DISABILITY INSURANCE	X	20
FAMILY AND MEDICAL LEAVE	IV	11
GRIEVANCE PROCEDURE	XIII	23
HOLIDAYS AND HOLIDAY WORK SCHEDULE	XVIIA	31
HOLIDAYS (UNPAID)	XVIIIB	32
HOSPITALIZATION	III	5
INSURANCE PROGRAMS	III	5
JOB DESCRIPTIONS	XXVII	44
LAYOFFS	XIVB	28
LEAVE OF ABSENCE	XVIII B	35
LIFE INSURANCE	VI	13
LONGEVITY PAY	VII	14
LOSS OF SENIORITY	XIVA	27
MANAGEMENT RIGHTS	XXIV	41
MATERNITY LEAVE	XVIII A	34
OPTICAL INSURANCE	III	8
OVERTIME	XVI	30
PERSONAL LEAVE DAYS	XVIII	33
PHYSICAL EXAMINATIONS	III	10
PROMOTIONS/TRANSFERS	XV	29
RECOGNITION	I	2
REPRESENTATION	II	4
RETIREMENT	XIX	36
SALARY SCHEDULES		48
SAVINGS CLAUSE	XXVIII	45
SENIORITY	XIV	26
SENIORITY FOR OFFICERS	XIV C	28
SICK LEAVE	IX	17
SPECIAL CONFERENCES	XXIX	46
SUB-CONTRACTING CLAUSE	XXV	42
TERMINATION OF AGREEMENT	XXX	47
TUITION REFUND	XXI	38
UNIFORM SERVICE	XXII	39
USE OF PAST RECORD	XIIIA	25
VACATIONS	VIII	15
VETERANS	XXIII	40
WAGES	XXVI	43
WORKER'S COMPENSATION	V	12
WORK WEEK	XII	22

This Agreement is entered into on this 3<sup>rd</sup> day of May, 2019 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 Purchasing & Personnel Coordinator and Executive Assistant.

**SECTION 2.** To the extent that the laws of the State of Michigan permit, it is agreed that:

(1) Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

(2) The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

(3) Deductions for any calendar month shall be remitted to the TPOAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(4) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(5) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

(6) The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

**ARTICLE I – RECOGNITION**

**Continued**

**SECTION 3.** 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. The number of hours that establish Part time employment shall be defined by the City. 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 4.** 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 5.** 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 deduction so once they have been made 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 January 1, 2012, all eligible employees shall be enrolled into Blue Cross Blue Shield Community Blue 4 (CB4) medical plan with a closed formulary \$5 generic/\$40 preferred brand/\$80 non-preferred brand prescription drug card.

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

Effective July 1, 2019 the City will also provide Blue Cross Blue Shield Simply Blue PPO with a \$5 generic/\$40 preferred brand/\$80 non-preferred prescription drug card as a voluntary option for employees.

Effective January 1, 2012, the City shall establish a Cafeteria Plan Section 125 Flexible Spending Account (FSA) for qualified medical expenses compliant with all IRS regulations. Employees may elect to contribute into the FSA on a pre-tax basis up to a limit set by the employer in compliance with IRS regulations and Health Care Reform. Employees must establish their contributions each calendar year, and the amount may not be altered unless the employee experiences a qualifying event as defined by the IRS. The City shall not contribute into the employee's FSA for calendar year 2011, 2012 or 2013. Effective with calendar year 2014 the City's contribution into the FSA will be in accordance with Article III Section 6.

Effective July 1, 2019 the FSA plan year shall be July through June to coincide with the medical plan year.

Qualified purchases during the plan year using FSA funds must be submitted for reimbursement no later than the last day of September following the close of the plan year June 30<sup>th</sup>. Any money contributed into the FSA and not spent will be forfeited by the employee, except for a \$500 roll-over as governed by IRS regulations.

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

### ARTICLE III – HEALTH INSURANCE

Continued

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

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

- (2) 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; however, as noted in Section 2 below, the City shall comply with the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010, and as such the current regulations state that for health plan years beginning on or after September 23, 2010, coverage is extended to eligible children until they reach the age of twenty-six (26). 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 twenty-six (26) years of age or age as required by the Patient Protection and Affordable Care Act/Health Care Reform Act of 2010. In no case shall any employee be allowed duplicate coverage.
- (3) 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 his/her 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.
- (4) For all periods prior to February 1, 2003, hospitalization was provided in accordance with the language in the predecessor Collective Bargaining Agreement.
  - (B)
    - (1) Effective July 1, 2013, opt-out payment shall be increased to \$3,000 paid annually. This "opt out" program applies only to employees who are eligible to have two-person or family coverage in the Community Blue PPO Option 4 insurance plan, 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) An employee may elect to become reinstated to the City's health insurance plan prior to the next regular annual enrollment period if and only if he/she provides proof to the City that he/she has lost health insurance coverage or proof of a HIPAA qualifying event. In all cases where an employee who received the "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this Agreement, each "opt out" payment shall be amortized at a rate of \$250 per month. For example, if the employee opted back on the City's plan on December 1, the employee would reimburse the City \$1,750 (\$250/month) for the period of December through June. The employee will be required to reimburse the City for advance payments of the opt-out incentive for each month during which the employee will be covered under the City's plan. The employee shall also reimburse the opt-out payment to the City according to the above schedule should his/her employment be terminated for any reason. The "opt out" payment shall not be counted in Final Average Compensation for retirement purposes.

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

For eligible full-term employees retiring on or after January 1, 2012, the City shall provide Blue Cross Blue Shield Community Blue 4 (CB4) at retirement to those employees hired prior to May 27, 2009. Should Community Blue 4 (CB4) not be available where the eligible retiree lives, then the City shall provide equal hospitalization insurance at no cost to the employee.

All full-term employees and their spouses at the time of retirement who retire on or after January 1, 2012, shall receive a closed formulary \$5 generic/\$40 preferred brand/\$80 non –preferred brand prescription drug card provided the employee was hired prior to May 27, 2009 subject to mirroring below.

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 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.

All retirees retiring after May 27, 2009 and before March 2, 2019 must enroll in Medicare Parts A & B when they become eligible. Retirees shall be responsible for Medicare Part B premiums as established by the Federal Government; however, the City shall set up a program establishing a Health Care Savings Account (HSA) to allow employees to voluntarily fund themselves to pay for Part B premiums or other eligible medical expenses as determined by Internal Revenue Service's regulations. All retirees retiring after July 1, 2013, and who are eligible for retiree health insurance as defined by this Collective Bargaining Agreement, shall receive the same prescription drug benefits afforded to active employees.

Employees who retire on or after March 2, 2019 who are eligible for retiree health care shall mirror the active employee health care plan as well as the prescription drug benefits afforded to active employees.

Upon the attainment of Medicare age, retired members who are eligible for retiree health care and who retire on or after March 2, 2019 shall be provided a \$300 stipend per month per employee and per eligible spouse to purchase Medicare Supplemental insurance, at which point all City obligations shall cease.

Effective with an open enrollment period as established and announced by the City after this Agreement is executed, the City shall offer to any member of the bargaining unit, who is eligible for retiree health care with less than twenty (20) years of credited service the option to participate in a retirement health care buy-out program. Should a member choose to participate, the City shall deposit \$4,000 per year of credited service into a Retirement Health Care Savings (RHCS) Account, after which the employee shall be eligible to participate in the City's RHCS for all future years of service in accordance with the provisions below and the City's obligation to provide Retiree Health Care will be ended.

For all eligible full-time employees hired after May 27, 2009, no retiree health insurance shall be provided. Such employees shall be provided with a Health Care Savings Program (HCSP). The City shall contribute \$100 per month into the HCSP and the employee shall contribute 8% of his or her base salary on a tax-free basis.

Effective September 14, 2015, for employees hired after July 1, 2009, the City's contribution to the Health Care Savings Plan will be changed from \$100 per month to an amount equal to 3% of the employee's base wage per month. Should the 3% calculate at less than \$100 per month, that member will receive \$100 per month until such time that the 3% is equal to or greater than \$100 per month.

All current employees may voluntarily contribute post-tax earnings into a Health Care Savings Program with 0% employer contribution, as allowed by the MERS plan.

Upon termination of employment with the City, for any reason, the employee contribution portion of the account would be available for use on a tax-free basis for any medically related expense as allowable

under IRS regulations. The employer contribution portion would be available to the employee for medically related expenses as allowable under IRS regulations after a seven (7) year vesting period.

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

***SECTION 2. DENTAL INSURANCE***

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

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

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

***SECTION 6. PHYSICAL EXAMINATION***

Effective February 1, 2003, the City shall reimburse \$125 annually for the purpose of an annual physical examination upon application and presentation of appropriate receipts, including prescription glasses and prescription contact lenses. Said reimbursement shall cover physical examination only and shall not apply toward treatment of illness or injury.

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.

Effective May 27, 2009, eligible dependents shall be included in the \$125 reimbursement program as described above.

Effective with the July 1, 2013 - June 30, 2017 Collective Bargaining Agreement, the physical examination reimbursement program shall be eliminated; instead, the City will provide \$125 into each employee's Flexible Spending Account (FSA) on an annual calendar basis, which may be utilized by the employee in accordance with FSA regulations and guidelines.

**ARTICLE 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 or her 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 or her sick leave; provided, however, that whenever an employee receives Worker's Disability Compensation for the first week of injury, he or she 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 or her 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 whichever 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 eligible employee shall be entitled to a group life insurance valued at \$10,000. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights.

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

## **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

For employees hired after May 27, 2009, the vacation accrual shall be as follows:

1 - 4 Years	Two Weeks
5 - 9 Years	Three Weeks
10 - 19 Years	Four Weeks
20 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.
- D) 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.
- H) 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.
- I) 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 subject to (K) below.
- J) Effective July 1, 2013, only employees with a minimum of fifteen (15) years of service, or full pension (defined as fifty-five (55) years of age with minimum fifteen (15) years of service or sixty (60) years of age with minimum ten (10) years of service), or employees who have been laid off in accordance with Article XIVB, shall be eligible for payout of one-half (1/2) of the employee's accumulated sick leave at separation. In the event of death of an employee after 15 years of service or full pension as defined above, one-half (1/2) of the accrued sick leave shall be paid to that employee's beneficiary.
- K) 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. Payments shall be made between July 15th, and July 30th, following the end of each fiscal year.

**ARTICLE IX – SICK LEAVE**

**Continued**

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 three (3) days 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, nephew, aunt, uncle or spouse's grandparent 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, with the exception of call-in time during unpaid holidays which will be paid at time and one half (1 ½) for actual time worked. 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.

Effective July 1, 2009, the CTO bank shall be increased to 37.5 hours.

**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 XVIIIA - HOLIDAYS & HOLIDAY WORK SCHEDULE**

The recognized legal holidays shall be:

Independence Day	Christmas Day
Labor Day	Day Before Christmas
Thanksgiving Day	Day Before New Year's
Day After Thanksgiving	

Effective December 31, 2013 the recognized legal holidays shall be:

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

Effective July 1, 2015 the recognized legal holidays shall be:

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

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 XVIIB – UNPAID HOLIDAYS**

Effective July 1, 2011 through December 30, 2013, the recognized UNPAID holidays under this contract were:

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

Effective December 31, 2013 through June 30, 2015, the recognized UNPAID holidays under this contract were:

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

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

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

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

## **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.

Effective July 1, 2009, all four personal leave days shall be provided to employees each July 1<sup>st</sup>.

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 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.

Effective July 1, 2011 the employee contribution shall be increased to 2.5% on a pre-tax basis.

### 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.

### SECTION 3.

Full-time employees hired after May 27, 2009 shall be covered under a Defined Contribution (DC) pension program as defined under IRS regulations. The City shall contribute 7% of the employee's base wage. Employees shall contribute 8% of their base wage on a tax-free basis.

Employee contributions shall be available to the employee upon separation of employment for any reason; employer contributions shall be available to the employee based upon the following graded vesting schedule:

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

The City may also choose (at its sole discretion) to convert the Defined Contribution plan to a Hybrid Plan with a Defined Benefit (DB) portion of a 1% multiplier and a Defined Contribution portion fully funded by the employee at 2% of base pay. The DB portion shall be employer funded, with a six (6) year vesting period, FAC calculated on the last three years of employment, no early reduction of benefits and no post retirement benefit increase.

## **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.

Effective May 27, 2009, the City shall make available for all unit members each fiscal year a total pooled amount of \$5,000 for tuition reimbursement for employees who pursue a course that has a direct relationship to the employee's work, which has been approved by the Human Resources Department and/or City Manager. This pooled amount is subject to the amount being included in the annual budget. For the first two semesters (semester equals 15 weeks) \$1,000 maximum per class, per semester, per employee. For the third semester, if funds are available, \$1,000 maximum per class unlimited per employee until funds are depleted. Once the \$5,000 is expended, no further tuition reimbursement will be available for the remainder of the fiscal year. If such tuition reimbursement is granted to an employee, and the employee terminates employment with the City within 12 months after the completion of the course, the amount of tuition paid by the City will be deducted from the employee's final pay. Reimbursement shall further be based on Grade "B" or better 100%, "C" to "B-" 75% Grade below "C" 0%".



## **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 the Internal Revenue Service 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.

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

**ARTICLE 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" and "C" 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.

Effective as soon as practicable after December 10, 2018, each member shall receive a one-time taxable signing bonus of \$500, which shall not be rolled into base wage.

**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.

D) Effective August 12, 2013, COLA pay shall be eliminated.

E) Effective October 1, 2014 COLA pay of \$728 shall be established and rolled into MEU wages, as illustrated in Salary Schedule "B". No COLA checks will be issued after August 12, 2013.

**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.

**SECTION 4.** Effective October 1, 2014, direct deposit shall be mandatory for any and all payroll checks from the City including special pays (e.g. longevity, medical opt-out incentive, etc.).

## **ARTICLE XXVII - 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 XXVIII - 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.

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

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

## **ARTICLE XXIX - 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 XXX - TERMINATION OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect from July 1, 2018 to and including June 30, 2021. 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 3<sup>rd</sup> day of May, 2019.

CITY OF MADISON HEIGHTS

TPOAM

BY:



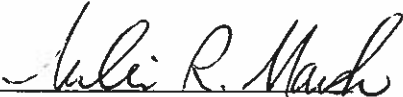
BRIAN C. HARTWELL  
MAYOR

BY:



MIKE GERALD  
BUSINESS AGENT

BY:



MELISSA R. MARSH  
CITY MANAGER

BY:



ANGELA RANDAZZO  
CHIEF STEWARD

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
 JULY 1, 2018 TO JUNE 30, 2019 SALARY SCHEDULE "A"  
 HOURLY WAGE SHOWN**

**Office Assistant I**

<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$16.4858	\$17.6121	\$18.8171
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.1291	\$18.3004	\$19.5536
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.7980	\$19.0161	\$20.3196

**Office Assistant II, Fiscal Assistant I**

<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.4912	\$19.7591	\$21.1129
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.2177	\$20.5353	\$21.9447

**Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office & CDBG Assistant**

<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.9739	\$21.3386	\$22.8104

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

<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.7584	\$22.1766	\$23.7023

**Code Enforcement Officer**

<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.5641	\$23.0469	\$24.6371

**Animal Control/Code Enforcement Officer**

<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.9725	\$23.4874	\$25.0991

<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.4139	\$23.9550	\$25.6037

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.2946	\$24.8976	\$26.6123

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2018 TO JUNE 30, 2019 SALARY SCHEDULE "A"**

**GIS/CDD Technician, Multimedia Specialist**

<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.2073	\$25.8726	\$27.6562

**Accountant, Librarian**

<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.1635	\$26.8934	\$28.7523

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.1537	\$27.9571	\$29.8863

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.6512	\$28.4898	\$30.4566

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

<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.2580	\$30.2027	\$32.2979

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
 JULY 1, 2019 TO JUNE 30, 2020 SALARY SCHEDULE "B"  
 HOURLY WAGE SHOWN**

**Office Assistant I**

<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$16.8567	\$18.0084	\$19.2405
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.5145	\$18.7122	\$19.9936
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.1985	\$19.4440	\$20.7768

**Office Assistant II, Fiscal Assistant I**

<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$18.9073	\$20.2037	\$21.5879
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.6501	\$20.9973	\$22.4385

**Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office & CDBG Assistant**

<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.4233	\$21.8187	\$23.3236

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

<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.2255	\$22.6756	\$24.2356

**Code Enforcement Officer**

<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.0493	\$23.5655	\$25.1914

**Animal Control/Code Enforcement Officer**

<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.4669	\$24.0159	\$25.6638

<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.9182	\$24.4940	\$26.1798

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.8187	\$25.4578	\$27.2111

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2019 TO JUNE 30, 2020 SALARY SCHEDULE "B"**

**GIS/CDD Technician, Multimedia Specialist**

<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.7520	\$26.4547	\$28.2785

**Accountant, Librarian**

<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.7297	\$27.4985	\$29.3992

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.7422	\$28.5861	\$30.5587

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.2509	\$29.1308	\$31.1419

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

<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.8938	\$30.8823	\$33.0246

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
 JULY 1, 2020 TO JUNE 30, 2021 SALARY SCHEDULE "C"  
 HOURLY WAGE SHOWN**

**Office Assistant I**

<b>1</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.2360	\$18.4136	\$19.6734
<b>2</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.9086	\$19.1332	\$20.4435
<b>3</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$17.4064	\$18.5977	\$19.8725

**Office Assistant II, Fiscal Assistant I**

<b>4</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$19.3327	\$20.6583	\$22.0736
<b>5</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.0922	\$21.4697	\$22.9434

**Assessing Assistant, Fiscal Assistant II, Housing Program Assistant, Office & CDBG Assistant**

<b>6</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$20.8828	\$22.3096	\$23.8484

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

<b>7</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$21.7031	\$23.1858	\$24.7809

**Code Enforcement Officer**

<b>8</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.5454	\$24.0957	\$25.7582

**Animal Control/Code Enforcement Officer**

<b>8a</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$22.9724	\$24.5563	\$26.2412

<b>9</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$23.4339	\$25.0451	\$26.7688

<b>10</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$24.3546	\$26.0306	\$27.8233

**MADISON HEIGHTS MUNICIPAL EMPLOYEES UNION  
JULY 1, 2020 TO JUNE 30, 2021 SALARY SCHEDULE "C"**

**GIS/CDD Technician, Multimedia Specialist**

<b>11</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$25.3089	\$27.499	\$28.9148

**Accountant, Librarian**

<b>12</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$26.3086	\$28.1172	\$30.0607

<b>13</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.3439	\$29.2293	\$31.2463

<b>14</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$27.2509	\$29.1308	\$31.1419

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

<b>15</b>	<b>START</b>	<b>12 MONTHS</b>	<b>24 MONTHS</b>
	\$28.8938	\$30.8823	\$33.0246

**Collective Bargaining Agreement One Year Extension**

The City of Madison Heights (hereinafter, "City") and the City of Madison Heights Technical Professional and Officeworkers Association of Michigan (TPOAM) Municipal Employees Union (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2021;

**WHEREAS;** Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2018 - June 30, 2021;


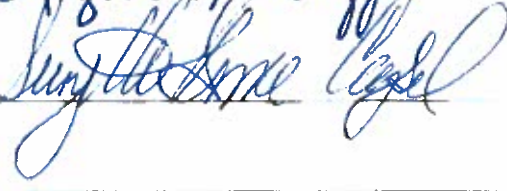
**WHEREAS;** The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one year period;

**WHEREAS;** The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.



**NOW THEREFORE,** the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of one (1) year, which shall now expire on June 30, 2022.
2. All members of the Bargaining Unit shall receive a 2% pay increase effective July 1, 2021.
3. Article IV - Health Insurance - Premium Sharing shall remain at 10% for the duration of the contract extension through June 30, 2022, and for the duration of the next contract.
4. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

**FOR THE UNION:**

**FOR THE CITY:**

APPROVED BY CITY COUNCIL AT THEIR FEBRUARY 22, 2021 REGULAR MEETING