



MASTER AGREEMENT

BETWEEN

THE CITY OF MADISON HEIGHTS

AND

THE MADISON HEIGHTS
COMMAND OFFICERS/POLICE OFFICERS LABOR
COUNCIL (POLC)

JULY 1, 2013 THROUGH JUNE 30, 2017

THE CITY OF MADISON HEIGHTS
AND
THE MADISON HEIGHTS
COMMAND OFFICERS/POLICE OFFICERS
LABOR COUNCIL (POLC)

JULY 1, 2013 THROUGH JUNE 30, 2017

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
ADMINISTRATIVE LEAVE	XXXI	47
AGENCY SHOP	IV	3
ASSIGNMENTS	IX	10
BEREAVEMENT LEAVE	XVII	24
BULLETIN BOARD	XXVIII	40
CALL - IN TIME	XIII	16
CONTRACT CONTAINS ALL AGREEMENTS	XXXIV	53
CONTRACT - TERM OF	XXXVI	56
COST - OF - LIVING	XXIX	42
DENTAL INSURANCE	XVIII	29
DENTAL INSURANCE AT RETIREMENT	XVIII	30
DISCIPLINARY ACTION, NOTICE OF	VII	7
DUES DEDUCTION	II	1
GENERAL	XXXII	48
GRIEVANCE INVESTIGATION BY THE UNION	V	4
GRIEVANCE PROCEDURE	VI	5
HEALTH INSURANCE	XVIII	25
HOLIDAYS	XI	12
HOSPITALIZATION INSURANCE.....	XVIII	25
HOSPITALIZATION INSURANCE, RETIREES.....	XVIII	27
HOURS OF WORK AND PREMIUM HOURS	XII	14
LIFE INSURANCE	XIX	32
LIFE INSURANCE AT RETIREMENT	XX	32
LONGEVITY PAY	XXII	34
LONGEVITY PAY/HOLIDAY PAY ALLOWED IN DEFERRED COMPENSATION PAYROLL	XXII	36
LUNCH TIME	XXVII	40
MAINTENANCE OF PAST PRACTICES	XXV	38
MANAGEMENT RIGHTS	XXIV	37
MATERNITY LEAVE	XVA	21
MEDICAL EXAMINATION REQUIREMENTS	XVIII	32
NO STRIKE CLAUSE	XXXIII	52
OPTICAL INSURANCE	XVIII	29
PENSION	XXX	43
PERSONAL LEAVE	XI	13
PROMOTIONS AND LAYOFFS	VIII	9
RECOGNITION	I	1
REPRESENTATION	III	1
SAVINGS AND SEPARATION	XXXV	54
SENIORITY	X	11

TABLE OF CONTENTS (CONTINUED)

SICK LEAVE	XV	.....	19
TAKE HOME VEHICLE	XXXII	.....	50
TERM OF CONTRACT.....	XXXVI	.....	55
TUITION AND EDUCATIONAL ATTAINMENT REFUND	XXVI	.....	39
UNIFORM AND MAINTENANCE ALLOWANCE	XXIII	.....	36
VACATION	XIV	.....	18
WAGE INSURANCE	XVI	.....	22
WAGES	XXIX	.....	41
WORKER'S DISABILITY COMPENSATION	XXI	.....	33

MADISON HEIGHTS COMMAND OFFICERS/ POLICE OFFICERS LABOR COUNCIL

This Agreement is hereby entered into this day between the City of Madison Heights, hereinafter referred to as the "City" and the Madison Heights Command Officers/Police Officers Labor Council hereinafter referred to as the "Employee", the "Union", or the "POLC."

ARTICLE I - RECOGNITION

SECTION 1. The City of Madison Heights recognizes the Madison Heights Command Officers /Police Officers Labor Council as the sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965 as amended, for such employees as it represents. The City will negotiate with the POLC on items relating to rates of pay, wages, hours, and conditions of employment.

SECTION 2. The City will not interfere with, discourage, restrain or coerce the officers because of their membership in the POLC, or any lawful activities therein.

SECTION 3. All full time Police Officers of the City of Madison Heights from the rank of Sergeant and above, except the Chief and Deputy Chief, shall be included in the unit represented by the Police Officers Labor Council and shall come within the jurisdiction of this agreement.

ARTICLE II - DUES DEDUCTION

SECTION 1. The City will deduct, upon signed authorization by the Officers requesting same, all dues as stated for the POLC, and forward same to the Union's Treasurer each month.

SECTION 2. Changes in the regular amount of monthly dues may be made no more than twice in a twelve (12) month period.

SECTION 3. The POLC agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions, so made, once they have been sent to the Union.

ARTICLE III - REPRESENTATION

SECTION 1. The Police Officers Labor Council shall be represented in all negotiations by representatives of the POLC. Said committee shall be authorized by the POLC to bargain for the individuals in the Union, and, shall upon ratification, and subsequent signing of the Agreement be able to execute agreements binding on the members of this Union in the dealings with the City. The POLC shall negotiate with such representatives of the City appointed by the City Council of the City of Madison Heights.

SECTION 2. BARGAINING COMMITTEE - The Union will include not more than three (3) employees of the Command Officers/Police Officers Labor Council and may include not more than two (2) non-employee representatives. The POLC will furnish the City Manager's office with a written list of the POLC's employees bargaining committee prior to the first bargaining meeting.

SECTION 3. Two (2) City employee members of the POLC Bargaining Committee will be paid for their time spent in negotiations with the City, but only for straight time hours the employee would otherwise work.

ARTICLE IV - AGENCY SHOP

SECTION 1. Membership in the POLC is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A) Membership in the POLC is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he received equal benefits. The POLC is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the POLC, and this Agreement has been executed by the employer after it has satisfied itself that the POLC is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues and initiation fee.

- B) In accordance with the policy set forth under *paragraph (1) and (2) of this section*, all employees in the bargaining unit shall, as condition of continued employment, pay to the POLC, the employee's exclusive Collective Bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the POLC's regular and usual initiation fees and which shall commence thirty-one (31) days following the effective date of this Agreement. New employees shall start such payments thirty-one (31) days following entrance into the bargaining unit.
- C) If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or state law or shall be renegotiated for the purpose of adequate replacement.

SECTION 2. In the event the POLC, its officers, or agents, furnish the City with a demand to discharge or discipline an employee for failure to comply with the provisions of *Article IV, Section 1 (B)* the POLC agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability, including but not limited to judgments, costs, interest, and attorney's fees incurred by the City as a result of complying with the POLC's request to discharge or discipline an employee.

ARTICLE V - GRIEVANCE INVESTIGATION BY THE UNION

SECTION 1. The President of the POLC or designated representative shall be allowed reasonable time for the investigation and presentation of grievances with the City in accordance with the provisions of this Collective Bargaining Agreement; provided, the employee first receives such permission from his/her superior officer which permission shall be granted within the twenty-four (24) hours next following the request, such time shall be allowed without loss of pay to the POLC's representative. Such representative shall report to the superior officer upon completion of the investigation.

ARTICLE VI - 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. 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 contract and/or the rules and regulations of the Madison Heights Police Department have been violated. If any grievance arises over the interpretation or application of the contents of this Agreement or the supplements thereto, there shall be an earnest effort on the part of the parties to amicably settle such through the following procedures:

- STEP 1. If the Employee feels that he/she has a grievance, the employee may discuss the grievance with his/her immediate supervisor or refer the grievance to the President of the Union or his/her representative.
- STEP 2. Pursuant to Section 4, the Union shall have fourteen (14) calendar days to notify the Chief of Police of a pending grievance. The grievance must then be reduced to writing and submitted to the Chief within fourteen days after notice is given.
- STEP 3. The Chief of Police or designee shall then have fourteen (14) calendar days within which to file a written answer to the grievance. If an Agreement cannot be reached at that level, the Union shall have fourteen (14) calendar days to submit the grievance along with the Chief's answer and any other supplemental documents to the City Manager.
- STEP 4. Within fourteen (14) calendar days from receiving such notice, the City Manager or designee shall make a determination and reduce same to writing, supplying copies of the answer to the employee involved, the POLC and the Department.
- STEP 5. In the event that the grievance is still unresolved after the response from the City Manager, either party may submit the grievance within fourteen (14) calendar days to final and binding arbitration to be conducted by the American Arbitration Association in accordance with the rules of the POLC. The parties shall share equally the arbitrator's fee and those costs imposed by the American Arbitration Association (AAA). An employee who has been disciplined and/or discharged may, at the employee's option, within fourteen calendar days, elect to submit a grievance concerning said discharge and/or discipline, to the Civil Service Commission established under the provisions of Act 78 of 1935 as amended. An employee who selects the provisions of Act 78 shall be barred from the arbitration procedures set forth herein.

SECTION 3. The grievance must be taken up promptly and no grievance will be considered or discussed unless it is presented within the time limits set forth herein, unless extensions of those time limits are mutually agreed upon. This grievance procedure shall be followed, except that any employee may at any time present a grievance directly to the Chief of Police and have the grievance adjusted without

intervention of the President or Representative, provided, however, that the adjustment and procedure followed is not inconsistent with the terms of this Collective Bargaining Agreement or applicable law.

SECTION 4. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fourteen (14) calendar days after the occurrence, or within fourteen (14) calendar days after the officer knew or should have known of the occurrence.

ARTICLE VII - NOTICE OF DISCIPLINARY ACTION

SECTION 1. The Union shall be provided immediate notification of any disciplinary action taken against an employee which may result in the addition of official entries to the employee's personnel file. The employee and the Union shall receive a copy of all correspondence relating to the alleged incident. Written reprimands shall not be utilized for further discipline after one year from the date of the most recently issued written reprimand on record, and written disciplinary records shall not be given to promotional oral boards.

SECTION 2. No employee shall be required as a condition of employment to stand in any line up. No employee shall be required to make any oral or written statement concerning any alleged misconduct on the employee's part until he/she has been notified of the nature of the alleged misconduct with which he/she is charged. The employee shall then be given an opportunity to contact Union representatives for the purpose of representation immediately. Following such notification the employee shall have twenty-four hours to furnish an oral or written statement concerning the alleged misconduct.

SECTION 3. The following procedure shall be followed in all cases where a citizen makes a written or oral formal complaint of alleged misconduct against an Officer:

- A) The Officer shall be notified prior to giving any statement of the acts, either commission or omission, which he/she is alleged to have committed by the complainant, and the date and origin of the complaint.
- B) The Officer shall then be given an opportunity to contact the Union representatives for the purpose of representation.

SECTION 4. In all cases where the Department is charged by an agency with violations of law, allegedly committed by an officer or officers, the Department shall promptly notify said officer or officers and the Union.

SECTION 5. All investigations, statements and proceedings of alleged misconduct requiring the officer's presence shall be conducted during the officer's normal duty hours whenever feasible and he/she shall be compensated at his/her overtime rate of pay for all time he/she is required to be in attendance while not on duty; provided the alleged misconduct is unfounded.

SECTION 6. All allegations of misconduct not substantiated shall not be made a part of official Department personnel files.

SECTION 7. No statements of any officer relating to alleged misconduct on his/her part and required by the Department for internal Department purposes shall be released to any person or agency outside the Department except the City Manager, City Attorney, and the Human Resources Director for the Police Department without the officer's consent, except upon order of a court or subpoena.

No officer shall be required to make any statement relating to his/her official duties, to any person or agency outside the Police Department, except the City Manager, City Attorney, and the Human Resources Director for the Police Department, except when subpoenaed or so ordered by the Court.

SECTION 8. All information in the personnel files of the Police Department or the Human Resources Department regarding employees in the bargaining unit shall be treated in strict confidence by the City. No information which is against the interest of the officer shall be given to any person or agency except the City of Madison Heights which shall be interpreted to include the trial board, unless permission of the officer is given or by a Court order. Any officer shall have the right to examine his/her personnel file after arranging with his/her supervisor a suitable time for visiting the Human Resources Department.

ARTICLE VIII - PROMOTION AND LAYOFFS

SECTION 1. Promotions and layoffs shall be in accordance with the State Civil Service Act 78, except that promotions to Chief and Deputy Chief of the Police Department shall be excluded from the provisions of P.A. 78 of 1935 as amended and shall be subject to the provisions of the Department Heads Collective Bargaining Agreement provided that the positions of Chief and Deputy Chief will be filled by a member of the Madison Heights Police Department and, provided further, that notwithstanding MCLA 38.512(2), the probationary period for all newly promoted Sergeants shall be extended to twelve months.

SECTION 2. Promotions to the position of Sergeant and Lieutenant shall be excluded from the provisions of P.A. Act 78 of 1935 as amended only insofar as the City may select for promotion any candidate occupying one of the top three positions on an approved eligibility list for promotions. In the case of multiple concurrent promotions from one eligibility list, the calculation of the “rule of three” shall be performed in the same manner as that prescribed by P.A. 78 for new hires.

SECTION 3. Effective November 4, 2002, promotions to the position of Sergeant and Lieutenant shall be subject to a minimum passing score of 70% on each component of the promotional process (e.g. written examination, oral interview, assessment center). Candidates for promotions to the positions of Sergeant and Lieutenant must score 70% or more to be eligible to participate further in the promotional process. Candidates that do not score 70% or more on the written test shall not be eligible for the oral interview or assessment center and candidates that do not score 70% or more on the oral interview or assessment center shall not be eligible for the composite scoring and final promotional eligibility list.

ARTICLE IX - ASSIGNMENTS

SECTION 1. Assignments of duty to temporary vacancies will be offered first to employees at the top of the eligibility list. If no such list exists, the position shall be filled by offering it to the most senior employee in rank in the bargaining unit providing that employee has the present qualifications and ability to fill the assignment. Qualification and ability shall be determined by the Chief of Police who shall not be arbitrary or capricious. When two (2) or more persons are equally qualified for the same assignment, the selection shall be based on seniority.

SECTION 2. Effective July 1, 2011, there shall be no fewer than one (1) Lieutenant and one (1) Sergeant assigned to the Detective Bureau. Command Officers assigned to the Detective Bureau as of July 1, 2011 shall not be removed except by retirement, voluntary transfer, or discipline in accordance with the Collective Bargaining Agreement.

ARTICLE X - SENIORITY

SECTION 1. Seniority in rank shall commence after the officer has completed his/her probation period and shall be retroactive to the date of promotion. It shall apply only to vacation and assignment selection. All other shall be governed by departmental seniority.

SECTION 2. A seniority list of all officers shall be furnished to the Union by the City once each year.

SECTION 3. Seniority may or may not be equivalent to overall longevity with the City. The parties acknowledge that an employee's overall longevity date with the City may be adjusted to reflect any period of service time where the employee fails to achieve eighteen (18) service days in the month. Service days also include worker's compensation, holidays, bereavement time, sick time and vacation time only. It does not include unpaid suspensions and unexcused absences. The sole exception is approved Family and Medical Leave Act (FMLA) leave time.

ARTICLE XI - HOLIDAYS

SECTION 1a. Holidays for the purposes of this contract shall be as follows:

Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Day before Christmas Day	Officer's Birthday

SECTION 1b. Effective July 1, 2011, the following holidays shall be eliminated:

Employee's Birthday
Veteran's Day
Good Friday
Labor Day
Memorial Day

SECTION 1c Effective July 1, 2015, all paid holidays shall be restored as follows:

Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Day before Christmas Day	Officer's Birthday

SECTION 2. An officer who does not work on a holiday will receive straight time for that holiday. An officer who works on a holiday shall receive pay at time and one half (1-1/2).

The ninety-six hours of compensatory time which heretofore were partial compensation for holidays worked shall be purchased by the City at the member's straight-time hourly rate on the member's anniversary date.

Effective August 22, 2011 through June 30, 2015, fifty-six hours of compensatory time which heretofore were partial compensation for holidays worked shall be purchased by the City at the member's straight-time hourly rate on the member's anniversary date for Command Officers with five (5) or more years of service.

Effective July 1, 2015, the ninety-six hours of compensatory time which heretofore were partial compensation for holidays worked shall be purchased by the City at the member's straight-time hourly rate on the member's anniversary date for Command Officer with five (5) or more years of service.

Federal and state income taxes on this payment shall be separate from the biweekly payroll and from the longevity payment.

ARTICLE XI – HOLIDAYS

(Continued)

SECTION 3. Personal Leave Days - Each employee shall be allowed two (2) personal leave days per year, with no carryover into the succeeding fiscal year. Personal leave day shall be taken only with the prior approval of the Commanding Officer with at least twenty-four (24) hours notice in advance.

ARTICLE XII - HOURS OF WORK AND PREMIUM HOURS

SECTION 1. The present schedules of work for all unit employees shall remain in effect for the duration of this Agreement. However, if management finds it necessary to deviate from the present schedule of work, it shall notify the president of the Union in advance.

SECTION 2. Overtime shall be one and one half (1-1/2) times the hourly rate for all hours in excess of eight (8) hours in any twenty-four (24) hour period, or on a scheduled leave day.

SECTION 3. The compensatory time accumulated by officers under previous contracts shall be honored by the City in the same manner as it has in the past except that the maximum accumulation shall not exceed sixty-four (64) hours. Any hours in excess thereof shall be paid at the regular rate of pay in the next succeeding payroll. Payment for hours in excess of sixty-four (64) shall not be included in computation of the final average compensation for pension purposes.

A member may only use a maximum of sixty-four (64) hours of compensatory time during a fiscal year. This section will not prohibit use of more than sixty-four (64) hours of compensatory time during a fiscal year if used pursuant to Article XVI, Section 2.

Officers assigned to Special Units (i.e. Special Investigations, Curtail Auto Theft, Narcotics Enforcement Team, etc.) may accumulate a maximum of one hundred and twenty (120) hours of compensatory time while they are serving in the Special Unit. Upon leaving the Special Unit, officers shall have two years from leaving the unit to reduce this amount to 64 hours. Any CTO hours above the 64 hour's maximum as of the end of the two-year period will be forfeited. Up to a total of 64 hours of CTO are included in final average compensation for pension purposes.

The establishment or use of "crew time" or any other unofficial form of leave not included in this Collective Bargaining Agreement is prohibited.

SECTION 4. An Officer who is required to work on an observed holiday in accordance with Article XI Section 1a and 1b which he/she would normally have off, or work over his/her normal shift on said holiday shall be compensated in the following manner: for all hours worked he/she shall receive two and one half (2-1/2) times his/her regular hourly rate.

SECTION 5. For the purposes of compliance with the Federal Fair Labor Standards Act (FLSA), the parties agree that a work schedule is defined as a twenty-eight (28) calendar day period coinciding with two (2) City pay periods. "Lump Sum" overtime as required by the FLSA, will be paid in January for the prior calendar year if any schedule payment is due. "Lump sum" overtime payments will continue to be paid by the City only if required by Federal law. Should changes in the law or regulations eliminate the City's obligation to pay "lump sum" overtime under the FLSA, the City will be under no obligation to pay such overtime and this section shall be considered null and void.

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.

ARTICLE XII - HOURS OF WORK AND PREMIUM HOURS

(Continued)

SECTION 6. Effective August 25, 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 XIII - CALL - IN TIME

SECTION 1. An officer called in for duty for other than his/her regular eight (8) hour shift, shall receive a minimum two (2) hour call-in time for which he/she shall be paid at time-and-one-half (1-1/2).

SECTION 2.

- (A) Officers who are required during off duty hours to attend District Court, Circuit Court, Federal Court, Liquor Control Commission proceedings or other employment related hearings, shall receive a minimum of two hours pay or compensatory time at time-and-one-half rates except that any such time immediately following the Officer's tour of duty shall be paid at time-and-one-half rates for actual time worked. All time in excess of the two hour minimum shall be paid at time-and-one-half rates.
- (B) Retirees required to attend court on behalf of the City will be compensated at their last straight time hourly rate preceding their retirement. All subpoena fees received by the retiree shall be remitted to the City of Madison Heights.
- (C) Any subpoena fees received by the officer or retiree in the proceedings cited in (a) above, shall be remitted to the City of Madison Heights.
- (D) If the proceedings cited in (a) above are outside the City limits of the City of Madison Heights and no City vehicle is available for the Officer's use, the Officer will be reimbursed for mileage at the authorized rate per mile provided, however, that such mileage shall be computed from the Madison Heights Police Station to the location of the proceedings, not from the Officer's home to the proceedings.

SECTION 3. A rotating list shall be maintained to guarantee equal opportunity in the distribution of special overtime. Seniority and rank in the Department shall prevail in the distribution of emergency duty overtime work. The senior employee in the proper rank will be the first called and the next senior employee in like manner, until a sufficient number are assembled. In the event sufficient officers cannot be assembled after the last senior officer is called, then officers will be called in reverse order and must report for emergency duty until the proper numbers are assembled.

DEFINITIONS:

COURT OFFICER:

Shall include all Lieutenants, Sergeants, and Police Officers assigned to Road Patrol who wish to be on the rotating list.

INTRASTATE WARRANT PICK-UPS:

Shall include all Lieutenants, Sergeants, and Police Officers regardless of assignment who wish to be on the list and who maintain a uniform.

PATROL OVERTIME: (Power shift, special events, and manpower shortages) Shall include all Police Officers assigned to Road Patrol who wish to be on the rotating list.

COMMAND OVERTIME: (Staff shortage in Command structure and special events as deemed necessary by the Chief) Shall include all Command Officers assigned to Road Patrol who wish to be on the rotating list.

SPECIAL OVERTIME: (Outside employer, holiday/security patrol)
Shall include all Lieutenants, Sergeants, and Police Officers regardless of assignment who request to be on the list and who maintain a uniform. All officers will earn a preset wage not less than the wage in effect at the time for a Senior Patrol Officer. This, for the "outside" employer section of the special overtime only.

EMERGENCY OVERTIME: Shall include all sworn Department Personnel as needed. A list of persons used, date, and time, along with the listed emergency is to be maintained.

SECTION 4. The Officer in charge of the shift shall have the authority to call in additional Officers in emergency situations only. All regularly scheduled overtime shall be scheduled by the Chief of Police with approval of the City Manager and shall be logged on the day sheet.

ARTICLE XIV - VACATION

SECTION 1. All full time officers of the City of Madison Heights shall be granted vacation time on their anniversary date.

For purposes of vacation and sick time computation, each Officer shall be required to have a minimum of eighteen (18) payroll days to make up a service month.

In addition to the foregoing, any full time Officers with:

1 thru 4 years	Two weeks
5 thru 9 years	Three weeks
10 thru 14 years	Four weeks
15 thru 19 years	Five weeks
20 years	Five weeks and two days

For employees hired after July 1, 2009, vacation accrual shall be as follows:

1 thru 4 years	Two weeks
5 thru 9 years	Three weeks
10 thru 19 years	Four weeks
20 years	Five weeks

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. Members whose date of employment is prior to June 30, 1985 may, at their option, accumulate vacation time to a maximum of seven weeks beginning after completion of twenty-three years of service. For this purpose only, the member may elect to use up to 80 hours of the 96 hours set forth in *Article XI, Section 2*. Members, whose date of employment is subsequent to June 30, 1985, shall be excluded from this option.

The time when such vacation shall be taken shall be determined by the Commanding Officer, who shall be governed by the interest of public service, the officer's seniority, and the Officer's desire.

Upon the separation of any employee from service, either by resignation, layoff or other means except discharge for cause, such employee shall be granted accrued vacation time. In the event of death of the employee, his/her personal representative shall be paid vacation time due such Officer. Any Officer, who separates himself/herself through absence without leave, shall surrender all rights to vacation time.

SECTION 2. The exchange of vacation and compensatory time days may be permitted with the approval of the Chief of Police.

ARTICLE XV - SICK LEAVE

SECTION 1. All full time Officers shall be entitled to sick leave with full pay based on one (1) day per month at the Officer's straight time rate of pay.

SECTION 2. 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 Chief of Police. The unused portion of the vacation time will be rescheduled.

SECTION 3.

- (A.) Unused sick leave, as provided in the above paragraph shall be called current sick leave and accumulated to a maximum of forty-eight days. Sick leave may not be granted in the anticipation of future service.
- (B.) Only the annual buy-back of sick leave shall be included in pension F.A.C. and neither the current nor secondary banks at the time of retirement shall be factored into the F.A.C. except as provided in *Article XXX (Pensions)*.
- (C.) All sick leave accumulated after July 1, 1985 shall be paid for at 50% of current value on retirement, but may not exceed a total of 48 accumulated days which would be a pay-out of a maximum of 24 days.
- (D.) All sick leave accumulated annually and unused in excess of 48 days shall be bought back at 50% of current value annually.

SECTION 4. Any employee of the City who finds it necessary to be absent from his/her work shift due to illness shall notify his/her immediate supervisor prior to the beginning of that duty shift. Absence of any Officer for three (3) consecutive work days without leave or acceptable justification shall be cause for immediate dismissal.

SECTION 5. Evidence of illness or medical disability must be provided by a medical report for all sick leave of more than three consecutive days. Said medical report must contain a minimum of but shall not be limited to diagnosis, medication prescribed, and prognosis. For sick leave of three consecutive days or less, the Department Head in his/her sole judgment, 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.

SECTION 6. Sick leave shall not be charged against the employee's current or reserved sick leave in amounts of less than one hour for any absence.

SECTION 7. At retirement, any Officer with accumulated sick leave may, at his/her option, receive pay for 50% of his/her accumulated sick leave, except as provided in *Section 3*, or retire at an earlier date, equal to the amount of sick leave for which he/she would otherwise be paid. In the event of death, 50% of the accumulated sick leave will be paid to the deceased employee's beneficiary, payment at retirement for

accumulated or accrued sick time shall not be included in the computation of average final compensation for pension purposes, except as provided in *Article XXX (Pensions)*.

Effective August 25, 2014, payout of unused sick leave shall be provided at separation only with a minimum of fifteen (15) years of service, or full pension, or in the event of layoff.

SECTION 8. Serious illness of husband, wife, or child shall warrant use of sick leave by the officer to make necessary arrangements for additional help at home, transportation to hospital or doctor, after arrangements have been made with his/her immediate supervisor. Continued sickness in the home shall not be considered cause for use of the Officer's sick time.

ARTICLE XVA - MATERNITY LEAVE

Maternity leave shall be handled in accordance with the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

ARTICLE XVI - WAGE INSURANCE

SECTION 1. A short term and long term health and accident wage insurance policy shall be purchased through the City of Madison Heights. Said policy shall pay sixty percent of the employee's weekly wage after a sixty calendar day waiting period and said payments shall continue until the age of sixty-five, provided the employee continues to be qualified, or until the employee is eligible for pension benefits, or until the employee obtains employment elsewhere equal to his/her City employment. Any benefits from Social Security, Workers 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 of his/her regular weekly gross wage.

SECTION 2. An employee may request in writing a negative sick bank of up to a maximum of forty-eight (48) days subject to all of the following terms and conditions:

- 1) The employee must have a minimum of ten (10) years of service.
- 2) The employee must be disabled as a result of a second non-duty injury or illness which occurs within four (4) years of the date of the employee's return to work from being disabled as a result of a first non-duty injury or illness.
- 3) The employee must first utilize all accumulated sick time and accumulated compensatory time; provided, however, that with respect to accumulated compensatory time, an employee may, at his/her option, substitute an equal amount of vacation time for accumulated compensatory time.
- 4) The maximum number of negative sick days shall be equal to the number of work days which the employee was off, whether paid or unpaid, during the first sixty (60) day waiting period, subject to the provisions of the next paragraph.
- 5) During the four (4) year interval following the employee's return to work, the maximum number of negative sick days shall be reduced as follows:
 - A) From the date of the employee's return to work to the first anniversary thereof - maximum negative sick days of forty-eight (48).
 - B) From the first anniversary date of the employee's return to work to the second anniversary thereof - maximum negative sick days of thirty-six (36).
 - C) From the second anniversary date of the employee's return to work to the third anniversary thereof - maximum negative sick days of twenty-four (24).
 - D) From the third anniversary date of the employee's return to work to the fourth anniversary thereof - maximum negative sick days of twelve (12).

- 6) Any negative sick days requested by the employee shall be repaid by the employee within two (2) years following the employee's return to duty through the use of sick time, vacation time, compensatory time and/or by deducting the dollar value of the remaining time from the employee's pay or any other monies the employee would otherwise be entitled to.

An employee shall not be eligible for a negative sick bank in the event there is non-compliance with any of the terms and conditions set forth above or the employee is disabled as a result of a non-duty injury or illness which occurs more than four (4) years from the date of return to work from being disabled as a result of a first non-duty injury or illness.

ARTICLE XVII - BEREAVEMENT LEAVE

SECTION 1. In the event of death in the immediate family of the Officer, he/she shall be entitled to the day of the funeral and two (2) preceding days off or may opt for the day of, the preceding day, and the day after the funeral and will not lose any pay for his/her regular scheduled work if the funeral is within two hundred (200) miles. If more than two hundred (200) miles, an additional two (2) days may be granted which will be deducted from either accrued sick leave or accumulated vacation, at the option of the Police Officer.

SECTION 2. The immediate family shall be deemed to be: husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother or stepchild. Officers shall be entitled to one (1) day off with pay in the event of death of an aunt, uncle, grandchild, niece, nephew, brother-in-law, and sister-in-law, where attendance is required at the funeral.

ARTICLE XVIII - HEALTH INSURANCE

SECTION 1. HOSPITALIZATION INSURANCE

- A) 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.

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.

Qualified purchases during the calendar year using FSA funds must be submitted for reimbursement no later than the last day of February the following calendar year. Any money contributed into the FSA and not spent will be forfeited by the employee.

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.

Effective July 1, 2011, the City shall comply with the State of Michigan Governor's Economic Vitality Incentive Program by imposing 20% premium sharing for new hires OR the City's share of the premium shall be cost competitive with the new state preferred provider organization health plan on a per-employee basis for new hires as required by the Economic Vitality Incentive Program.

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.

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.

Police officers may, at their option and at their own expense, provide protection for older dependents, such as: parents, blood relatives, members of their household and for children over nineteen (19).

A coordination of benefits program with disclosure of other carriers shall be instituted. Each employee shall within one month after ratification of this agreement provide the City with his or her spouse's name, social security number, employer, and the name of any hospitalization plan which is available to the spouse at place of employment. The city in conjunction with Blue Cross/Blue Shield will implement coordination of benefits Pursuant to M.C.L.A. 550.251, et. seq. and the rules of the State Insurance Commission both of which are hereby incorporated by reference as though fully stated herein.

In the event that two City employees are married to each other, the hospitalization insurance set forth above shall be limited as follows: each employee will receive fully paid health care coverage as a subscriber or dependent, but not both. Each may maintain his/her own individual contract or one-family contract with one employee as the subscriber and the spouse as a dependent. Similarly, any children or other dependents can be members of one employee contract but shall not have coverage as dependents on two employee contracts.

- B) An employee may elect to receive an annual taxable payment of \$2,000 from the City in exchange for the employee's withdrawal from the City's health insurance plan indefinitely. Eligibility is 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.

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. The employee is not eligible to become reinstated to the City's plan prior to the next regular annual period, unless he/she has lost health insurance coverage.

In all cases where an employee who received the annual "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this agreement due to a HIPAA qualifying event, or his or her employment with the City is terminated, the "opt out" payment shall be amortized over a twelve month period by requiring the employee to remit to the City or have deducted from his/her pay a pro-rated amount of the \$2,000 "opt out" payment based on the number of months out of the year during which the employee was off the City's plan. For example, if an employee opted back on the City's plan five months after receiving the incentive payment, the employee would owe the City an amount equal to 5/12ths of the \$2,000 "opt out" payment.

The "opt out" payment shall not be counted in final average compensation for the purpose of retirement.

Effective February 1, 2003, the opt-out payment shall be increased to \$2,400 paid annually with the same proration methodology (at \$200 per month) and other provisions as listed above.

Effective August 25, 2014, the opt-out payment shall be increased to \$3,000 paid annually with the same proration methodology (at \$250 per month) and other provisions as listed above.

SECTION 2. Hospitalization insurance for spouse of officer killed in the line of duty. The City of Madison Heights shall assume the full cost of hospitalization insurance for a spouse and any minor children under the age of 18 of an officer killed in the line of duty. An officer killed in the line of duty shall mean one who dies as a direct result of a violent act while engaged in the performance of his/her duties. The hospitalization insurance shall be the same as that which was in effect at the time of the officer's death.

The City's obligation to provide hospitalization insurance for the spouse and minor children under age 18 as provided herein shall terminate upon the earliest of the following conditions:

1. The remarriage of the surviving spouse,
2. The surviving spouse's cohabitation with an unrelated adult male or female, whichever the case may be,
3. The surviving spouse receiving hospitalization insurance from any other source whatsoever. To this end, coordination of benefits and disclosure of other carriers as provided in *Section 1 of this Article* shall apply.

For purposes of this Section, a minor child(ren) shall be defined as the natural or adoptive child(ren) of the officer killed in the line of duty and the surviving spouse. Upon each minor child attaining the age of 18, the City's obligation to provide hospitalization insurance shall cease.

SECTION 3.

- A) The City of Madison Heights will continue to provide coverage for the employee's existing health plan for any full time employee and family if the employee is disabled and unable to work as a result of an injury arising out of the course of employment for a maximum period of two years.
- B) The City of Madison Heights will pay for the same coverage set forth in 3A above for any employee and family if the employee has at least one year of service and is disabled and unable to work as a result of a non-duty related injury or illness up to a maximum period of two (2) years beginning the month after the employee is disabled.
- C) For purposes of this *Section, Parts A and B* whether or not an employee is disabled will be determined according to standards established in the Michigan Worker's Disability Compensation Act.

SECTION 4. BLUE CROSS/BLUE SHIELD FOR RETIREES

Effective January 1, 2012, all eligible employees hired by the City prior to July 1, 2009 and qualified spouse who retire on or after January 1, 2012, the City shall provide Community Blue 4 or its equivalent with the drug card provided at the date of retirement subject to prescription mirroring below.

All retirees retiring after July 1, 2014 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.

For all eligible members hired by the City before July 1, 2009, the City will extend health insurance coverage to the retiree's spouse at the time of retirement only. The City will extend health insurance to eligible dependents as of the effective date of retirement only, with the retiree paying the full cost of the difference between couple or single coverage applicable at the time of retirement and the cost to provide for the eligible dependent.

For all members hired on or after July 1, 2009, no retiree health insurance will be provided. In lieu of health insurance, the employee shall receive a Health Care Savings Plan (HCSP) into which the City will contribute \$100 per month and the employee shall contribute 8% of base salary.

Effective July 1, 2015, City contribution to the HCSP for new Command Officers promoted into the bargaining unit with an existing HCSP as a new hire under his or her previous Collective Bargaining Agreement shall be increased from \$100 per month to 3% of an employee's base pay.

Upon termination of employment with the City, for any reason, the employee contribution portion of the HCSP shall be available for use on a tax-free basis for any medically related expense as permitted under IRS regulations. The employer contribution portion shall be available to the employee after a seven (7) year vesting period.

Upon separation from employment with ten (10) or more years of service, the employee shall contribute 100% unused vacation or unused sick leave payable under Article XIV Section 1 and Article XV Section 8 respectively, into the HCSP account, with no withholding taxes, including FICA and Medicare, as allowable under IRS rules.

Retirees after July 1, 2011 must enroll in Medicare Parts A & B when they become eligible, at the retiree's sole expense.

Full term retirement being defined as twenty-five (25) years of service with the City shall be interpreted to include any years of service which have been purchased by employees for years spent as a police cadet for the City of Madison Heights.

A) If a retiree obtains employment elsewhere said retiree will have the option of obtaining hospitalization with the subsequent employer or retaining the coverage as enumerated above. In no event will the retiree be allowed to retain two or more separate hospitalization plans. In the event the retiree obtains, at his/her option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment the retiree, after giving notice to the City, will resume with the City, retiree hospitalization insurance as was in effect at the time of his/her retirement.

The City of Madison Heights shall provide the health care above for an individual who retires under a duty connected disability and their allowable dependant.

B) Should the spouse or retiree be employed elsewhere and health insurance is provided to the spouse or retiree, equal to or greater than that provided to the retiree, the City will have no liability for hospitalization insurance. In the event the spouse or retiree terminates employment, the City after notice, will resume hospitalization coverage as enumerated above at the time of retirement.

C) The City shall continue to provide hospitalization insurance to the spouse, upon the death of a retiree retiring on or after October 1, 1991, unless the spouse shall remarry. If the spouse of a retiree, entitled to continued hospitalization insurance coverage under this subsection upon the retiree's death, obtains employment elsewhere following the retiree's death, said spouse shall have the option of obtaining hospitalization insurance with the subsequent employer or retaining the coverage enumerated above. In no event will the spouse be allowed to retain two or more separate hospitalization insurance plans. In the event the spouse obtains, at the spouse's option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of

subsequent employment, the spouse, after giving notice to the City, may resume with the City, retiree hospitalization insurance as was in effect at the time of the retiree's retirement.

SECTION 5. OPTICAL INSURANCE

The City shall pay the premium for the current basic optical program as provided by Co-Op Optical.

BENEFITS: Each eligible employee, spouse, all dependent children under 19 years of age and bona fide dependent college students are entitled to an eye examination and a pair of glasses, if needed, once every two years.

This plan provides single vision lenses or for wearers of bifocals a choice of Kryptok or D-SEG 25mm bifocal lenses or trifocal lenses, in glass or plastic. There is an allowance of \$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 6. DENTAL INSURANCE

The City shall pay the premium for the current basic dental coverage for employees and dependents (spouses and eligible children).

The basic coverage as herein provided is Class I benefit, basic dental services, 75%; Class II benefit, Prosthodontic dental services, 75%. The maximum benefit per person per contract year is \$1,000 for Class I and Class II benefit.

Effective February 1, 2003, the City shall provide Class III orthodontic coverage for minor dependents (to age 19) with a lifetime maximum of \$1,000 per eligible person with no retroactivity.

Effective July 1, 2004, 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 7. DENTAL INSURANCE AT RETIREMENT

With full-term retirement on or after July 1, 1997, the City shall pay the premium for current basic dental coverage for retiree and spouse for members hired before July 1, 2003.

The City shall continue to provide dental insurance to the spouse, upon the death of a retiree retiring on or after July 1, 1997. If the spouse of a retiree, entitled to continued dental insurance coverage under this subsection upon the retiree's death, obtains employment elsewhere following the retiree's death, said spouse shall have the option of obtaining dental insurance with the subsequent employer or retaining the coverage enumerated above. In no event will the spouse be allowed to retain two or more separate dental insurance plans. In the event the spouse obtains, at the spouse's option, dental insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment, the spouse, after giving notice to the City, may resume with the City, retiree dental insurance as was in effect at the time of the retiree's retirement.

If a retiree obtains employment elsewhere, said retiree will have the option of obtaining dental with the subsequent employer or retaining the coverage as enumerated above. In no event will the retiree be allowed to retain two or more separate dental plans. In the event the retiree obtains, at his/her option, dental insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment the retiree after giving notice to the City will resume with the City, retiree dental insurance as was in effect at the time of his/her retirement.

SECTION 8. The City shall have the right to change insurance carriers for fringe benefits provided that the employee benefits are not reduced from the present benefits.

SECTION 9. 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 10. MEDICAL EXAMINATION REQUIREMENTS Effective February 1, 2003, the employer agrees that each employee may submit to an eye examination by an ophthalmologist each year. The employer shall assume all costs involved for each employee obtaining said examination, not to exceed One Hundred Twenty Five (\$125) Dollars.

The examination shall be performed by a licensed ophthalmologist. The \$125 reimbursement set forth herein may, at the employee's option, be used for contact lenses or eyeglasses

For the contract period prior to January 1, 2003, the parties agree that the language in the prior contract applies.

Effective May 10, 2004 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 7/1/14 the Medical Examination Reimbursement shall be eliminated and the City will provide an additional \$125 under Article XXIII - Uniform Allowance.

ARTICLE XIX - LIFE INSURANCE

SECTION 1. Effective July 1, 1998 the City shall assume the cost of maintaining \$35,000 term life insurance on each officer.

Effective October 1, 2003, the City shall assume the cost of maintaining \$50,000 term life insurance on each officer.

ARTICLE XX - LIFE INSURANCE AT RETIREMENT

Commencing July 1, 1996, and upon a subsequent retirement with a City pension, each employee shall be entitled to a Group Life Insurance policy valued at \$10,000. The entire cost of premiums for same, shall be assumed and paid for by the City of Madison Heights.

Effective August 22, 2011 retiree life insurance shall be eliminated for retirees who retire after August 22, 2011.

ARTICLE XXI - WORKER'S DISABILITY COMPENSATION

SECTION 1. Provisions of the Michigan Worker's Disability Compensation Act shall apply in all accidents or injuries to Officers in the line of duty. Each officer occupying a position of permanent full-time employee, who is unable to work as a result of an injury arising out of the course of his/her employment, shall receive full pay for the one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be chargeable to sick leave, provided that if an employee does receive Worker's Disability Compensation for the first week of injury, the employee shall pay over such compensation to the City of Madison Heights. Further payment shall be the amount provided under the Michigan Worker's Disability Compensation Act, to which the City shall add an amount in addition to the amount being received from the Worker's Disability Compensation payment, which shall equal ninety percent (90%) of the Officer's net pay at the time of the injury. Net pay as referred to herein shall be the annual gross base less Federal and state income taxes, at the time of the injury. The employee shall have the option of using accumulated sick time to make up the difference between ninety percent (90%) and one hundred percent (100%) of net pay. Sick pay shall then be charged at one-tenth (1/10th) of a day for each day used. Once established, the amount paid by the City shall not increase and two (2) years from the date of injury all City payments and benefits shall cease. If within said two (2) year period, the officer shall become qualified for assistance under Michigan Public Act 345, as amended, or if the officer becomes able to work in some business or occupation other than Police work which will pay an amount substantially equal to or more than that allowed by Public Act 345 for total disability retirement, the City's amount shall be terminated. Ability to work in another business or occupation will be determined by a medical committee composed of one doctor selected by the City, one doctor selected by the Madison Heights Command Officers/Police Officers Labor Council , and a third medical doctor selected by the first two doctors. The City and the Madison Heights Command Officers/Police Officers Labor Council shall each pay for their own selected doctor and shall share equally, the cost of the third doctor. Failure on the part of the disabled Officer to submit to such medical examination shall automatically terminate the City's obligation hereunder.

SECTION 2. In no case shall compensation received by the employee from all City insurance and City sources exceed the employee's actual wage.

ARTICLE XXII - LONGEVITY PAY

SECTION 1. All employees hired before July 1, 1997 having completed five (5) or more years of continuous service shall be eligible to receive longevity pay. The full annual longevity payment shall be paid annually on the officer's anniversary date of hire. Federal and state income taxes on this payment shall be separate from the bi-weekly payroll and from the payment set forth in *Article XI, Section 2*.

5 years - but less than 10 years	2% of base pay (excluding overtime and premium pay) after completion of 5 years of service.
10 years - but less than 15 years	4% of base pay (excluding overtime and premium pay) after completion of 10 years of service.
15 years - but less than 20 years	6% of base pay (excluding overtime and premium pay) after completion of 15 years of service.
20 years - and over	8% of base pay (excluding overtime and premium pay) after completion of 20 years of service.

SECTION 2. All employees hired on or after July 1, 1997, but before July 1, 2009, having completed five (5) or more years of continuous service shall be eligible to receive longevity pay on the first payday after their anniversary date.

After completion of 5 years but less than 10 years	1% of base pay (excluding overtime and premium pay)
After completion of 10 years But less than 15 years	3% of base pay (excluding overtime and premium pay)
After completion of 15 years but less than 20 years	5% of base pay (excluding overtime and premium pay)
After completion of 20 years and over	6% of base pay (excluding overtime and premium pay)

Any modifications to longevity pay agreed upon or arbitrated with the Patrol Union as part of the agreement beginning July 1, 1997 shall be incorporated herein and shall supersede any conflicting part of this section, but only for employees hired after July 1, 1997.

SECTION 4. During the contract in which the employee retires under one of the City's retirement plans, the employee shall be entitled to receive, at the time of retirement, a pro-rated portion of the longevity. All longevity compensation is subject to deduction for income tax and retirement.

SECTION 5. The parties agree that employees may remit all or part of their longevity/holiday pay into their City deferred compensation account up to the maximum allowable by law.

SECTION 6. Effective July 1, 2009, longevity pay shall be eliminated for all new hires.

ARTICLE XXIII - UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1. There shall be a uniform allowance paid to all members of the bargaining unit of \$1,075 annually, at the rate of \$537.50 with the first pay in July and \$537.50 with the first pay in December.

Effective July 1, 2014, the uniform allowance shall be increased by \$125 bringing the annual taxable uniform allowance to \$1,200.

SECTION 2. This uniform allowance is to include the purchase and cleaning of police uniform, shoes, boots, rubbers, coat, cap, hard-hat, gloves and other miscellaneous items not furnished by the Department.

SECTION 3. The following equipment shall be furnished by the Department:

- Badges
- Service weapon & ammunition
- Nightsticks
- Handcuffs
- Initial raincoat issue
- Batteries

ARTICLE XXIV - MANAGEMENT RIGHTS

SECTION 1. It is recognized that the management of this 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 solely 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, procurement; designing; engineering and the control of equipment and materials; and the right to purchase services of others through contracts or otherwise, except as may otherwise be expressly limited in this Agreement.

SECTION 2. It is further recognized that it is the responsibility of the City for the selection and the direction of the individual officers in each platoon, 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 as herein set forth.

SECTION 3. It shall be a violation of this Agreement for any Officer on duty and when so ordered to refuse to cross, control, or maintain peace and order in any picket line of any group involved in a strike or other concerted actions. Refusal to maintain the peace and law and order of persons engaged in strike activities shall be deemed insubordination and misconduct and shall be sufficient cause for immediate dismissal.

ARTICLE XXV - MAINTENANCE OF PAST PRACTICES

SECTION 1. The City agrees that the conditions of employment relating to wages, hours of work, representation, general working conditions, sick leave, vacations, shift reporting time and so on, the Police Department rules and regulations and the specific terms of this Agreement, in effect at the signing of this Agreement, shall continue in effect for the duration of this Agreement.

SECTION 2. This Article shall in no way affect the provisions of *Article XXIV* of this Agreement, nor may this clause be used as a means to lower the high caliber of performance and efficiency expected of an officer of the City of Madison Heights Police Department. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the City or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of notification of the error.

ARTICLE XXVI - TUITION AND EDUCATIONAL ATTAINMENT REFUND

SECTION 1. The City shall assume the full cost of tuition and/or textbooks, not to exceed \$400 per fiscal year, for any Officer who pursues a course that has a direct relationship to police work or attends a work related seminar which has been approved by the Chief of Police and/or City Manager. If such tuition is granted to an employee, and that employee terminates 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.

Tuition reimbursement shall be provided in accordance with the following schedule:

- Grade of B or better 100% reimbursement
 - Grade from C to B 75% reimbursement
 - Grade below C not eligible for reimbursement
- All subject to \$400 annual maximum

SECTION 2. The tuition refund program shall have a maximum payment of \$400 per fiscal year per employee.

SECTION 3. The City shall pay the following amounts to Command Officers with the corresponding attainment of higher education; the first payment shall be prorated between the date Certificate or Associate Degree is received and the end of the fiscal year divided by 12 months to be paid on the first pay period subsequent to June 30th. All payments thereafter shall be on a lump sum basis on the first pay period subsequent to June 30th of the succeeding year:

Police Certificate in Law Enforcement	\$100
Associate Degree in course related to Law Enforcement	\$200
Police Certificate & Associate Degree in Law Enforcement	\$300
Bachelor's Degree in course related to Law Enforcement	\$400

ARTICLE XXVII - LUNCH TIME

All Officers shall be entitled to a one-half (1/2) hour lunch period during their eight (8) hour tour of duty. This lunch period shall be considered on-duty time and the officer shall be subject to call during this period in case of emergency.

ARTICLE XXVIII - BULLETIN BOARD

The City shall provide a bulletin board of reasonable size to the Madison Heights Command Officers/Police Officers Labor Council for posting of Union business. The Board shall be located in the Police Station in an area acceptable to the Union and to the Chief of Police.

ARTICLE XXIX - WAGES

SECTION 1. The following wage rates shall be in effect:

EFFECTIVE 7/1/13 – 6/30/15 (WAGE FREEZE FOR INITIAL TWO YEARS OF CONTRACT):

	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
SERGEANT			
START	\$70,479	\$2,710.72	\$33.8841
6 MONTH	\$72,444	\$2,786.30	\$34.8290
DET. SERGEANT			
START	\$73,999	\$2,846.10	\$35.5763
6 MONTHS	\$76,084	\$2,926.29	\$36.5787
LIEUTENANT			
START	\$77,517	\$2,981.46	\$37.2683
6 MONTHS	\$79,723	\$3,066.24	\$38.3281

Effective July 1, 2015, a one-time 1% lump sum payment equal to 1% of a member's July 1 2015 base wage shall be provided to all bargaining unit employees, which shall not be rolled into base wage nor included in pension FAC or any other wage-based benefits.

EFFECTIVE 7/1/15 – 6/30/16

	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
SERGEANT			
START	\$71,184	\$2,737.83	\$34.2229
6 MONTH	\$73,169	\$2,814.18	\$35.1773
DET. SERGEANT			
START	\$74,739	\$2,874.57	\$35.9321
6 MONTHS	\$76,845	\$2,955.57	\$36.9446
LIEUTENANT			
START	\$78,293	\$3,011.28	\$37.6410
6 MONTHS	\$80,520	\$3,096.90	\$38.7113

EFFECTIVE 7/1/16 – 6/30/17

	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>HOURLY</u>
SERGEANT			
START	\$72,607	\$2,792.59	\$34.9074
6 MONTH	\$74,632	\$2,870.46	\$35.8808
DET. SERGEANT			
START	\$76,233	\$2,932.06	\$36.6507
6 MONTHS	\$78,382	\$3,014.68	\$37.6835
LIEUTENANT			
START	\$79,859	\$3,071.50	\$38.3938
6 MONTHS	\$82,130	\$3,158.84	\$39.4855

SECTION 2. COST OF LIVING ALLOWANCE

Beginning with the effective date of this Agreement, employees covered under 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 2000/01, 2001/02, 2002/03, 2003/04, 2004/05, 2005/06, 2006/07 and 2007/08 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, 2000, June 30, 2001, June 30, 2002, June 30, 2003, June 30, 2004, June 30, 2005, June 30 2006, and June 30, 2007, respectively.

The allowance shall consist of a base which shall be the amount of the allowance in effect on June 30, 2000 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 the end of October 2000. Such compensation shall include vacation pay and sick pay. In addition, the Cost-of-Living adjustment shall not be considered a part of the base wage.

ARTICLE XXX - PENSION

SECTION 1. Pensions shall be provided Pursuant to Act 345, P.A. 1937, as amended. Average Final Compensation shall mean the average of the 3 years of highest annual compensation received by a member during his/her 10 years of service immediately preceding retirement.

Commencing on July 1, 1995, upon subsequent retirement from service following completion of 25 years of service, a member shall receive a retirement pension payable throughout the member's life of 2.8% of the member's Final Average Compensation multiplied by the first 25 years of service credited to the member, plus 1% of the members final average compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.

For members hired after July 1, 2009, upon subsequent retirement from service following completion of 25 years of service with mandatory minimum age of 55 years, a member shall receive a retirement pension payable throughout the member's life of 2.5% of the member's Final Average Compensation calculated on base wage only, multiplied by the first 25 years of service credited to the member, plus 1% of the members final average compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.

Further, on July 1, 1995, the employee contribution to the retirement system shall increase from 5% to 10.53% of payroll. The Union further agrees and understands that the 5.53% increase is based on the actuarial valuation done by Gabriel, Roeder, Smith & Company, actuaries and that this valuation is based on a thirty year amortization for member contributions only.

Beginning with all payrolls after December 1, 2002, the employee contribution to the retirement system shall decrease from 10.53% of payroll to 8.0% of payroll.

Effective August 22, 2011, employee pension contribution shall be increased by 1.17% to 9.17% on a pre-tax basis.

Effective August 24, 2015, upon the first full payroll after ratification, members of this bargaining unit's pension contribution will match that of the Fire Department at 8.9%.

Effective July 1, 2011, the interest earned on employee pension contributions will be 3.5% annually on a Fiscal Year basis.

Final Average Compensation commencing on July 1, 1985 shall not include any monies paid or due to be paid by the City for sick leave which has been accumulated and banked, nor shall Final Average Compensation be changed to include any post-retirement compensation for attendance in court as set forth in Article XIII, Section 2(b). Also, Final Average Compensation shall not include the health insurance "opt out" payment or HMO incentive payment described in Article XVIII, Sections 1(a) and 1(b), respectively.

Final Average Compensation commencing on July 1, 1985 shall include payment for the following:

1. A maximum of thirty-five days of accumulated and/or current vacation pay.
2. A maximum of eight days of accumulated compensatory time.
3. Overtime not related to compensatory time.
4. Shift differential
5. Court time
6. Holiday pay
7. Call-in
8. Longevity
9. Uniform allowance

10. Education incentive
11. Cost-of-living allowance
12. Annual buy back of sick leave.

Effective March 8, 2000, and prospectively only, the parties have agreed to the following:

- (A) Payment of the sick time accumulated between the most recent July annual buy back and the Officer's retirement date will be factored into FAC for pension purposes only when an employee has accumulated more than the maximum of forty-eight (48) days in their current sick leave bank as of the retirement date.
- (B) For purposes of FAC, an individual will receive payments only for those days which are in excess of forty-eight (48) days which are then paid off at 50% at retirement under the circumstances set forth in A above.
- (C) No monies or payments for sick leave pay out on retirement will be factored into FAC for pension purposes where an individual has accumulated forty-eight (48) or less days in their current sick leave bank as of the retirement date.

An employee, regardless of the method of pension calculation, shall receive all accumulated sick leave and vacation monies due and owing on retirement subject to the contractual maximum set forth in *Article XV (Sick Leave) and Article XIV (Vacations)*.

SECTION 2. No employee hired on or after July 1, 1985 shall have any accrued vacation or sick leave used for purposes of Computation of Final Average Compensation.

SECTION 3. Annuity Withdrawal. A member retiring with 25 years of service may, at the member's option, elect to receive a refund of the member's accumulated contribution including interest on the effective day of their retirement.

This member's pension shall be reduced by an amount, which is the actuarial equivalent to the refunded accumulation contribution including interest. The actuarial equivalent amount shall be computed on the basis of the 1971 group annuity, male mortality table and an interest rate equal to the weighted average yield to maturity of the Merrill Lynch corporate and government master bond index, published monthly by Merrill Lynch, Pierce, Fenner & Smith, Inc. as provided by the actuary firm for the retirement system.

Effective with fiscal year beginning July 1, 1994, each member shall no longer be credited with two percent (2%) interest on the member contributions. Instead, as of June 30 of each year, the percentage increase or the percentage decrease, if any, in the market value of the reserve for employee contributions since the last annual adjustment and all income on the reserve for employee contributions for the period shall be credited to or deducted from each member's contribution account, whichever the case may be, which shall be determined by the ratio that each account balance bears to all member contributions in the reserves for employee contributions.

Effective July 1, 2011 the interest earned on employee pension contribution shall be 3.5% annually on a fiscal year basis.

SECTION 4.

1. Effective July 1, 1994, there shall be no employee after-tax mandatory contribution to the Police and Fire Retirement System.
2. In order to correct prior payroll deductions which have now been determined should not have been made, the employee shall receive a sum equal to the amount of this employee's contribution to the retirement system from July 1, 1994 through December 31, 1994.
- 3(a) EMPLOYER PICKUP: The City shall pick up the employee contributions required of employees for all compensation earned after the effective date of this provision, January 1, 1995. The contribution, so picked up, shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the employee's deferred pension contribution account, which funds would otherwise have been designated as employee contributions and paid to the retirement fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision. Pursuant to Section 414(h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in total income for income tax purposes.
- (b) With respect to this plan amendment and the "pickup" of employee pension contribution set forth in paragraph (a) above, it is expressly understood and agreed as follows:
 - i. This plan amendment is being adopted for the purpose of allowing Employees to take advantage of IRS Code provisions which permit Government Employees to tax shelter their Pension Plan contributions.
 - ii. The actual current and future total salary of the Employee will not be affected by the Plan amendment.
 - iii. Employee contributions will be withheld from actual total salary and paid to the Plan as has been the practice in the past.
 - iv. Actual total salary will continue to serve as the basis for determining the amount of salary related to fringe benefits, including retirement benefits.
 - v. Total salary taxable for Federal Income Tax purposes (salary reported on Form W-2) for the Employee will be equal to actual total less the Employee contribution to the Pension Plan and further reduced by any deferred compensation under a Section 457 Plan.
 - vi. The City will maintain information which will permit identification of the amount of Employee contributions made before and after the Plan Amendment. This is necessary in order to determine the extent to which a Pension Plan distribution is taxable income to the Employee at the time the distribution is received.
 - vii. The plan amendment is being accomplished through the collective bargaining process rather than a change in state law.
 - viii. An employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.

4. Between January 1, 1995 and June 30, 1995, the Employee shall pay to the Retirement System through payroll deduction mandatory contributions of (5%) five percent of total salary plus an amount equal to the sum determined under (2) above, divided by the number of regular pay periods between January 1, 1995 and June 30, 1995.
5. The Employee agrees to execute any and all documentation necessary to effectuate the terms of this section.
6. Effective January 1, 1995, the City shall institute a “pick up” plan pursuant to Section 414 (h) of the Internal Revenue Code allowing for income tax deferral of all mandatory contributions including all amounts contributed under paragraph #4 above, paid into the pension system by the members of the bargaining unit.

SECTION 5. The Parties agree that hospitalization insurance for retirees shall be paid through the retirement system and funded by the Police-Fire retirement millage levy.

SECTION 6. The pension terms and benefits for a retiree shall remain as defined by the Collective Bargaining Agreement in effect at the time of his/her retirement.

SECTION 7. Employees serving, as police cadets with the City of Madison Heights from 1973 to 1977 shall be permitted to purchase their cadet service credit to be used as service credit under the retirement system. The employees are required to contribute 5% of their compensation for the fiscal year in which the purchase is made, for each year and fraction of a year of service, per the report from the pension actuary.

ARTICLE XXXI - ADMINISTRATIVE LEAVE

SECTION 1. Command Officers in this bargaining unit shall appear for duty fifteen minutes prior to start of shift for briefing and preparation of assignments.

- A. Administrative leave time shall be earned at the rate of five hours per month for each month in which the employee has a minimum of eighteen work days, up to a maximum of sixty hours annually. If the employee has less than eighteen work days in a given month, such administrative leave time shall be prorated at the rate of fifteen minutes for each day worked.
- B. Administrative leave time shall be credited to each employee's bank at the beginning of each fiscal year and may be used by the employee in advance of the month in which it is earned with the understanding that should the employee's employment with the City terminate for any reason prior to said administrative leave time having been earned, as provided above, a dollar amount equal to the unearned administrative leave time that was used at the employee's daily rate of pay shall be deducted from the employee's final pay.

SECTION 2. The shift Officers shall only request said time off when another Command Officer is scheduled for duty.

SECTION 3. The Officer shall use the time described in this paragraph in the fiscal year earned unless refused permission to use same after a request being made as in *Section 2* above; such request shall not unreasonably be refused. An unreasonable refusal shall be subject to the grievance procedure.

SECTION 4. Should an Officer make a reasonable request which cannot be granted resulting in unused Administrative Leave Time earned under this section, as of June 30th of the fiscal year then the City will buy back the unused portion of the hours at the Officer's current rate which payment shall be made not later than 21 days after the close of the fiscal year.

SECTION 5. The Officer shall be responsible for making the necessary request. If no request for Administrative Leave Time is made at a reasonable time, the remaining Administrative Leave Time on June 30th will be canceled and shall not be carried into the new year.

ARTICLE XXXII - GENERAL

SECTION 1. Authorized representatives of the Police Officers Labor Council may be permitted to visit the operation of the employer during working hours to talk with stewards of the Union and/or representatives of the employer concerning matters covered by this agreement without interfering with the progress of the work force. The representative will arrange with the employer for time and place, prior to contacting the employee.

SECTION 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times.

SECTION 3. The employer shall grant bi-weekly pay periods. Each employee shall be provided with an itemized statement of earnings and of all deductions for each pay period made for any purpose.

SECTION 4. Should the employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the employer.

SECTION 5. The employer will provide wash rooms and lockers for the changing and storing of clothing. Lockers of individual Officers will not be opened for inspection, except in cases of a court order, or with the permission of and in the presence of the Officer or his designated representative or steward.

SECTION 6. The employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is in the lawful performance of his/her Police duties and responsibilities.

SECTION 7. When an employee is required by the employer to provide his/her own transportation to and from a job location or other related duties, he/she shall receive an allowance of no less than the current Internal Revenue Service mileage allowance or will be provided with transportation by the City, excluding to and from headquarters or regular work shifts; provided however, that if the allowance is increased either by a change in policy or by action of the Council, the increase shall apply here.

SECTION 8. The employer shall pay the cost for false arrest insurance (employer to submit amount of insurance.)

SECTION 9. The employer shall furnish all necessary equipment required to perform the duties assigned in the classification and keep same in safe operating condition, except as otherwise provided for in this Agreement.

SECTION 10. **SCHOOLING** - Any employee designated to attend in-service training schools benefiting both the City and the employee shall be remunerated at the rate of regular pay.

- A. School time not to be considered towards overtime.
- B. The employer shall pay the tuition and expenses and provide proper transportation to and from the in-service training schools.

SECTION 11. No member covered by this Agreement shall work out of classification, except for special job assignments. If an employee is required to work in a higher classification he/she shall receive the higher rate of pay after thirty (30) days in the higher classification.

SECTION 12. Employees shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency or during the monthly shift change. No employee shall be required to work two (2) consecutive shifts.

SECTION 13. Fresh service ammunition shall be furnished to all employees every twelve (12) months.

SECTION 14. The Parties agree that records of service including citations awarded by the employer in instances of meritorious performance above and beyond the call of duty will be kept in the employee's personnel file. Employees shall have access to their Personnel file at all reasonable times.

SECTION 15. The employer shall make a firing range and ammunition available to the employees for target shooting. Further, the employees shall qualify with their service revolvers once a year.

SECTION 16. This Policy is established to provide for light-duty assignments for those Police Command employees who sustain minor injuries which prevent them from performing the more strenuous physical duties of a Police Command Officer. These employees have, however, such injuries that allow them to perform light-duty assignments based upon the employer's or employee's physician recommendations. In the event an employee disputes the employer's physician recommendation or the employer disputes the employee's physician recommendation, that the employee is not eligible for light-duty work, such employee shall be examined by a physician agreed upon the other two physicians. Such physician's recommendations shall be controlling.

Light-duty means an assignment that does not entail a great deal of physical activity, and does not increase to a significant degree the risk of prolonging recovery or exaggeration of the injury. The following assignments shall be considered for a person on a light-duty status:

- 1. RECORDS BUREAU: File reports, dispositions, etc. process tickets and accident reports.
- 2. DETECTIVE BUREAU: Assist Detectives in those cases that do not require physical activity beyond light-duty capacity.
- 3. FRONT DESK: Taking reports, answering phones, etc.
- 4. OTHER: Assignments consistent with light duty status.

The following will be in effect for persons on light-duty:

- A. Light-duty will consist of desk-type work.
- B. Persons on light-duty will not perform the duties of a regularly assigned Officer.

- C. Persons on light-duty status will work their regularly assigned shift unless no work is available on said shift in which case the employee may be re-assigned to a different shift, at the discretion of the Chief or his designee.

Light-duty assignments will only be considered when the employer's physician and/or employee's physician, or third physician agreed upon by the other two physicians, if necessary, certifies the following:

- 1. The employee is medically able to perform light-duty work without risk of exaggerating the injury.
- 2. The injury is not permanent.
- 3. The employee will recover to full duty status in the opinion of the physician.
- 4. Light duty will not interfere with nor prolong recovery.

Light-duty assignments will be terminated under any of the following circumstances:

- 1. The employee recovers and is returned to full duty status.
- 2. The employer's physician and/or employee's physician, or third physician chosen by the other two, if necessary, determines that the injury prohibits further light-duty.
- 3. The employer's physician and/or employee's physician, or third physician chosen by the other two, if necessary, determines that the injury has progressed to permanent status and recovery to full-duty does not appear likely.
- 4. After 3 months of light-duty assignment unless the employer's physician and/or employee's physician, or third physician chosen by the other two, if necessary, renders an opinion that recovery for full-duty assignment is probable within the next 3 months.

Persons on light-duty status will not be assigned any duties inconsistent with the restrictions of the employer's physician and/or the employee's physician or third physician chosen by the other two physicians, if needed. Persons returning to full-duty after an injury shall be capable of performing their full duties as a Police Command Officer and must have written medical authorization substantiating same.

SECTION 17. Nothing in this Agreement shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

SECTION 18. TAKE HOME VEHICLES. All officers serving in special units (i.e. Special Investigation, Curtail Auto Theft, Narcotics Enforcement Team) as of July 1, 1997, continue to have take home vehicle with business and commute privilege while they are in a special unit. For all future special units appointments, a take home vehicle shall only be allowed for special unit officers who reside in an area bounded by I-94 from I-96 to M-59, M-59 west to Card Road, North to 24 Mile Road, 24 Mile Road west to Walton Boulevard, Walton Boulevard west to Telegraph, and Telegraph south to I-96, then east to I-94.

All officers currently serving in the Detective Bureau as of July 1, 1997 shall continue to have a take home City vehicle with business and commute privilege only. Any officer assigned to the Detective Bureau on or after July 1, 1999 will not receive a take home vehicle.

ARTICLE XXXIII - NO STRIKE CLAUSE

- A) Recognizing the crucial role of Law Enforcement in the preservation of the public health, safety and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- B) The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.
- C) The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any act that interferes in any manner or to any degree with the continuity of the Police services.

ARTICLE XXXIV - CONTRACT CONTAINS ALL AGREEMENTS

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided for herein.

ARTICLE XXXV - SAVINGS AND SEPARATION

If any Article or Section of this Agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

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 XXXVI - TERM OF CONTRACT

SECTION 1. Duration - this Agreement shall be deemed to have become effective the first day of July, 2013, and shall remain in force and effect up to and including June 30, 2017.

SECTION 2. EXTENSION - In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

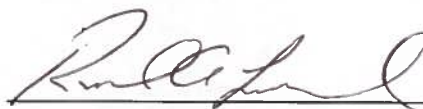
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of FEBRUARY, 2016 A.D.

CITY OF MADISON HEIGHTS

MADISON HEIGHTS POLICE COMMAND
OFFICERS/POLICE OFFICERS LABOR
COUNCIL



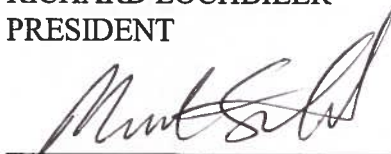
BRIAN C. HARTWELL
MAYOR



RICHARD LOCHBILER
PRESIDENT



BENJAMIN I. MYERS
CITY MANAGER



MICHAEL SILADKE
VICE PRESIDENT



TIMOTHY PAWLOWSKI
SECRETARY/TREASURER

 2-2-16

DUANE SMITH
BUSINESS AGENT