



**CITY OF MADISON HEIGHTS**

**AGREEMENT WITH**

**TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF  
MICHIGAN  
DPS CHAPTER**

**JULY 1, 2013**

**THROUGH**

**JUNE 30, 2017**

**CITY OF MADISON HEIGHTS  
AND  
TECHNICAL, PROFESSIONAL AND OFFICeworkERS ASSOCIATION OF MICHIGAN (TPOAM)  
FOR  
STREETS, WATER, SEWER, MOTOR POOL,  
PARKS MAINTENANCE LABORERS & CUSTODIAL STAFF**

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**AGREEMENT WITH TECHNICAL, PROFESSIONAL AND OFFICEWORKERS  
ASSOCIATION OF MICHIGAN (TPOAM)  
FOR  
STREETS, WATER, SEWER, MOTOR POOL,  
PARKS MAINTENANCE LABORERS & CUSTODIAL STAFF  
JULY 1, 2013 THROUGH JUNE 30, 2017**

This Agreement, made and entered into this 30<sup>th</sup> day of MARCH, 2017, by and between the City of Madison Heights, located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, party of the first part, and hereinafter termed the "City" and the Technical, Professional and Officeworkers Association of Michigan (TPOAM), located in Redford, Michigan, party of the second part, hereinafter termed the "Union".

WHEREAS: The parties hereto are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining working conditions and hours of employees of the City; and of facilitating peaceful adjustment of all grievances which may rise from time-to-time between the City and its employees.

WITNESSETH:

## **ARTICLE I – RECOGNITION**

**SECTION 1.** The City recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the City of those classifications of employees covered by this Agreement and listed in the Attached Schedule “A”, and as certified by the Michigan Employment Relations Commission (MERC) Case No. R05 B-025.

**SECTION 2.** A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) month trial basis, during which period the employee may be discharged without further recourse; provided, however, that the City may not discharge or discipline for the purpose of evading this Agreement of discrimination against Union members. After six (6) months, the employee shall be placed on the regular seniority list, provided that all time worked as a seasonal or temporary employee shall be credited to his/her probationary period.

Part time and seasonal employees are excluded from the bargaining unit. The number of hours that establish part time employment shall be determined by the City. Seasonal employees are defined as those employees who are hired for limited periods of time not to exceed six (6) months.

**SECTION 3.** The City agrees to respect the rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units herein involved, to perform work which is recognized as the work of the employees in said units; provided, however, the City may within its discretion assign any of its employees to perform such work outside of their bargaining unit as may be necessary on an emergency basis.

**SECTION 4. PROBATIONARY FRINGE BENEFITS.** A probationary employee shall not be entitled to any fringe benefits during the probationary period. Upon successful completion of his/her probationary period, all fringe benefits will become effective from date of hire, except liability for holiday pay and insurance cost.

**SECTION 5. ACCESS OF BUSINESS AGENT.** The City agrees that it will allow the proper accredited representative of the local Union access to the City’s premises during normal working hours for the purpose of policing the terms and conditions of this Agreement; provided, however, that such representative shall not interfere with nor interrupt the employees in the performance of their duties.

## **ARTICLE II – UNION SECURITY**

**SECTION 1.** To the extent that the laws of the State of Michigan permit, it is agreed that:

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

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

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

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

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

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

## **ARTICLE III – SENIORITY**

**SECTION 1.** Seniority shall prevail on a divisional basis in selection of vacations and shall apply in the promotional process as specified in Section 7 herein. In cases of layoff and rehiring, employees covered by this Agreement shall revert to unit-wide seniority, provided they have the present ability to do the work. In reducing the work force because of lack of work or for legitimate cause, the last employee hired shall be the first employee laid-off and the last employee laid-off shall be the first employee rehired. Senior employees shall not be allowed to bump employees in positions of higher classification than their own. Employees may bump down within their division after which the entry level position may bump laterally by City-wide seniority to a comparable level position.

**SECTION 2.** The City shall post a list of employees arranged in order of the divisional seniority. This list shall be posted in a conspicuous position at the place of employment.

**SECTION 3.** Seniority shall be broken only by discharge or voluntary quit. In addition, seniority shall be broken for layoff and illness if such time exceeds two years. In case of an emergency, and with concurrence of the Union, exceptions may be made by the employer. Seniority as referred to in this paragraph shall apply to ability to be put back on payroll when eligible and exercise “bump” rights only. It shall not apply to accumulating fringe benefits while not at work.

**SECTION 4.** Failure of an employee to report his/her absence from his/her job for a period of three (3) consecutive working days shall constitute a voluntary quit and the employee’s seniority shall be broken unless within ten (10) days after the employee fails to report, good and sufficient cause shall be shown for the employee’s failure to report.

**SECTION 5.** In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address by registered mail. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement.

**SECTION 6.** Any employee who is in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to foreman or any other supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted, shall commence work in a job generally similar to the one held at the time of promotion, and shall maintain the seniority rank held at the time of promotion. It is further understood that no temporary demotions in a supervisory position(s) will be made during the temporary layoffs.

**SECTION 7.** Promotions to a higher classification within a division shall be as follows:

- A. If a vacancy is posted, employees in the next classification lower than the vacancy shall be eligible to apply. If an insufficient number apply, then the City, in its discretion, may allow employees in the second classification lower than the vacancy to apply.
- B. Employees who apply for a promotion will be evaluated by a board consisting of the Department Head, Deputy Department Head, and other management representative to be determined by the City.

C. The applicant’s work record, attendance record, overtime record, disciplinary record, seniority, and overall job knowledge, skills and abilities will be considered by the board to determine the most qualified candidate for the promotion.

**SECTION 8.** If the vacancy is not filled pursuant to Section 7 above, then all employees in the bargaining unit down to the next classification lower than the vacancy shall be eligible to apply. Postings shall be for seven days. If an insufficient number apply, then the City shall allow all employees in the bargaining unit in the second classification lower than the vacancy to apply. Any employee promoted to a higher classification shall be placed on probation for a period of three months during which time the employee’s work performance must be satisfactory. The employee shall be paid at the beginning rate of the higher classification during the probation period. Nothing in this section shall prevent the superintendent from disqualifying the employee from the job bid prior to the completion of the trial period where lack of ability is evident.

**SECTION 9.** An employee who accepts a promotion, lateral transfer, or demotion may not bid out to another position for a minimum of sixty (60) days.

**SECTION 10.** In the event an employee from another bargaining unit within the City should bid into a position covered by this Agreement, their seniority date, for promotion only, will be the date they entered into this bargaining unit.

**SECTION 11.** The employer agrees to retain senior employees who may be qualified for other work in the event their present jobs are eliminated, abolished, temporarily abolished due to curtailment of operations, automation or new technical changes on operations or equipment and other openings are available.

Layoff of employees affected by this section shall be by divisional seniority and ability to do the work. Senior employees shall not be allowed to bump employees in positions of higher classification than their own. The employees affected who are no longer capable of performing their regularly assigned jobs because of such change, shall be retained in accordance with the divisional seniority list, unless such employee is disabled and cannot perform the work. If such employee cannot perform the work, the employee will be reduced into the next lowest classification that they have the ability to perform and any subsequent opening resulting from such reduction will be offered in accordance with the promotional procedure listed herein.

**SECTION 12.** In the event an employee is permanently transferred from one division to another, he/she shall be placed on such new division’s seniority list in accordance with his/her date of entry into such division, and shall have his/her name removed from the seniority list of the former division. The preceding shall apply to all permanent transfers where the transfer is at the employee’s request. There shall be no change in seniority as a result of a temporary transfer.

In the event the City transfers an employee from one division to another division, said employee shall carry his/her full City seniority into that division for all purposes including vacations and job bids.



#### **ARTICLE IV – DISCHARGE OR SUSPENSION**

The City shall not discharge nor suspend any employee without just cause, but in respect to discharge shall give at least one prior discipline notice to the employee in writing, which notice shall be approved by the Director of Public Services and a copy of the same to the Union President and the Union Vice President affected, except that no prior discipline notice need be given to an employee before discharge if the cause of such discharge is:

- 1) Theft of private or City property.
- 2) Removing City property, records or other materials from the workplace without proper authorization.
- 3) Deliberate destruction or abuse of City property, tools or equipment.
- 4) Bringing intoxicants, drugs or narcotics into, or consuming same on City property, or in City vehicles.
- 5) Bringing firearms or weapons of any kind on to City property or into City vehicles.
- 6) Causing, leading or engaging in a strike, walkout or other work stoppage. (Subject to Article V of the Collective Bargaining Agreement).
- 7) Reporting for duty or working under the influence of intoxicating beverage, or drugs.
- 8) Offenses of the same or similar nature.

Insubordination which shall be deemed to mean a willful refusal to obey a reasonable work order of the immediate supervisor, may be punishable on the first offense by a one day suspension, on the second offense by a five day suspension, and on the third offense by possible discharge. The discipline notice as herein provided shall not remain in effect for a period of more than twenty-four (24) months from the date of said discipline notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his/her discharge or suspension in accordance with Article V. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension, excluding Saturdays, Sundays and holidays. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within five (5) days from the date of the hearing upon the discharge or suspension. If no decision has been reached within five (5) days from the hearing date, the case shall then be taken up as provided for in Article V hereof.

## **ARTICLE V – GRIEVANCE PROCEDURE**

**SECTION 1.** It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessations of work through the use of any method of lockout or legal proceedings, except as specifically agreed to in other superseding sections of this contract. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union.

**SECTION 2.** Should any grievances, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

- 1) The employee and/or representative shall discuss the complaint with the employee's immediate supervisor who shall decide whether or not the grievance is justified. If a grievance is justified, the supervisor shall, within three (3) days from the time the grievance occurred, attempt to arrive at an equitable solution.
- 2) If unable to reach an agreement, the grievance shall within ten (10) working days, be put in writing and submitted to the Director of Public Services who within ten (10) working days shall answer said grievance in writing. In the event the immediate supervisor is the Department Head and it is decided that a grievance is justified, an attempt will be made to reach an equitable solution within three (3) working days. If unable to reach an agreement, the Department Head shall within ten (10) working days answer said grievance in writing.
- 3) If an agreement cannot be reached at Step 2, the grievance shall be submitted to the Human Resources Director within ten (10) working days. The Human Resources Director shall submit a written decision within ten (10) working days.
- 4) If an agreement cannot be reached at the supervisors level, Human Resources Director or Department Head's level, it shall within ten (10) working days be submitted to the City Manager setting forth arguments specifically noting why the supervisors or Department Head's answer for subject grievance is not satisfactory.
- 5) Within ten (10) working days from receipt of such notice, the City Manager or his/her designee shall give a determination of the grievance to the Union. In the event that the grievance is not satisfactorily settled at Step 4, the Union shall have ten (10) working days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below.

If the Union elects to arbitrate the grievance, an impartial arbitrator will be selected by mutual consent of the parties or under the rules and regulations of the Federal Mediation and Conciliation service and subpoenas shall be available to either party under such rules and regulations. Costs of the arbitration shall be shared equally by the City and the

Union. The decision of the arbitrator shall be binding upon both parties and the grievant(s) involved. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement.

- A) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) working days exclusive of Saturdays, Sundays and holidays, after such has happened.
- B) The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or other records of the City pertaining to a specific grievance at a reasonable time, at the discretion of the employer.

**SECTION 3.** It is further agreed that in all cases of any unauthorized strike, slow-down, walk-outs or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their job during any such period of unauthorized stoppage, it is agreed that the City during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

**SECTION 4.** After the first twenty-four (24) hour period of such stoppage, however, the City shall have the right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

**SECTION 5.** Should either party not accept and abide by the procedure set forth in this Article or the decision resulting therefrom, then in such instance, any provisions of this contract notwithstanding, the party violating the terms of this Article shall be denied the benefits of this Article.

## **ARTICLE VI – STEWARD**

The City recognizes the right of the local Union to designate one President and Vice President, and a steward and alternate each in the following divisions:

Water & Sewer  
Streets & Facilities

The authority of the President and Vice President so designated by the Local Union shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances with the City or the designated City Representatives in accordance with the provisions of the Collective Bargaining Agreement; provided, permission is first obtained from the supervisor.
- 2) The President and Vice President shall be authorized to attend negotiating sessions. Both shall be paid for the actual time spent attending negotiating sessions, if during scheduled work time.
- 3) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information are not submitted during working hours; and
  - A) Have been reduced to writing; or
  - B) If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the City's business, however, postings on bulletin boards shall be permitted during working hours.

There shall be only one (1) Union President and he/she shall be granted super-seniority in cases of lay-off and rehire provided he/she has the present ability to perform the job.

The President and Vice President have no authority to take strike action, or any other action interrupting the City's business. The City recognizes these limitations upon the authority of the President and the Vice President and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the President or Vice President has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

The President or Vice President shall be paid for time lost during working hours in attending grievance meetings with the City's representatives. The President or Vice President will be permitted to leave the job upon request and after receiving approval of the supervisor for the purpose of investigating a grievance. Such President or Vice President shall report to the supervisor upon completion of the investigation. This right to receive pay for time lost shall not be abused.

**ARTICLE VI – STEWARD**

**(CONTINUED)**

Presidents, Vice Presidents, division stewards and alternates shall be given a fifteen (15) day leave of absence without pay to attend Union conventions without loss of benefits provided seven (7) days' notice is given to the City. There shall at no time be more than one (1) President, Vice President, division steward or alternate absent under this provision.

## **ARTICLE VII – LEAVES OF ABSENCE**

**SECTION 1. MATERNITY LEAVE.** Maternity leave shall be provided in accordance with the City's policy to comply with the Family and Medical Leave Act (FMLA).

**SECTION 2. MILITARY SERVICE.** Military leave shall be provided in accordance with the City's policy to comply with the Uniformed Services Employment and Reemployment Act (USERRA), and applicable provisions of the Family and Medical Leave Act (FMLA).

**SECTION 3. JURY DUTY.** The employee shall be entitled to the difference between base pay and amount received for jury duty.

### **SECTION 4. FUNERAL LEAVE.**

- A) All employees shall be granted bereavement leave without deduction of pay of three (3) days for attendance at a funeral of the employee's spouse, mother, father, sister, brother, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, step mother, step father, son-in-law, daughter-in-law, and grandchildren. Proof of attendance is required.
- B) All employees shall be granted bereavement leave without deduction of pay of one (1) day for attendance at a funeral of the employee's niece or nephew. All employees shall be granted bereavement leave without deduction of pay of one (1) day for attendance at a funeral of the employee's aunt or uncle. Proof of attendance is required.
- C) If the funeral is more than 250 miles from the City of Madison Heights, one (1) additional bereavement day will be granted, non-chargeable, plus the employee may take an additional bereavement day which shall be deducted from the employee's accumulated sick leave or vacation days.
- D) In the event of the death of aunts, uncles, and relatives living in the same household regardless of relationship, employees may be granted absence not to exceed three (3) days to make arrangements or attend the funeral and such absence shall be chargeable to accumulated sick leave or vacation days. Proof of attendance is required.
- E) The "non-chargeable" bereavement leave provision shall not be construed as additional leave time and shall be used only for attendance at funerals as defined in Paragraph A) above. Attendance at a funeral on Saturday, Sunday or holidays cannot be charged to non-chargeable bereavement leave, accumulated sick leave or accumulated vacation time in the form of additional leave days.
- F) Non-chargeable leave shall not extend to more than one (1) day after interment.
- G) Non-chargeable bereavement leave is not accumulative and may not be carried over into the next fiscal year.

**ARTICLE VII – LEAVES OF ABSENCE**

**(CONTINUED)**

**SECTION 5. COURT LEAVE.** Any employee scheduled to report for work but who is absent with permission to attend court in the performance of his/her City duties, shall not suffer loss of pay.

**SECTION 6. ABSENCE.** Any employee desiring a leave of absence from employment shall secure written permission from the City. The maximum leave of absence shall be for sixty (60) days and may be extended for good cause. Permission for extension must be secured from the City. During the period of absence, the employee shall not, without permission of the City, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in a loss of seniority rights, except as otherwise provided in the Agreement.

**SECTION 7. FMLA LEAVE.** Nothing contained in this Article shall supersede the City's policy to comply with the federal Family and Medical Leave Act (FMLA).

## **ARTICLE VIII – INSURANCE BENEFITS**

### ***SECTION 1. HOSPITALIZATION.***

- 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, for calendar year 2011, 2012 or 2013. Effective with calendar year 2014 the City's contribution into the FSA will be in accordance with Article XXI Section 11.

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.

Because the contract for July 1, 2011 through June 30, 2013 was settled prior to June 30, 2011, no State-mandated employee premium contributions shall be imposed for the life of the contract July 1, 2011 through June 30, 2013.

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 152, and Council Resolution passed at the Regular Meeting of December 17, 2012.

If the employee's spouse is a City employee, the hospitalization insurance provided herein shall be limited to one plan and in no case shall such employees be entitled to coverage under both plans.



Blue Cross defines family to include you, your spouse and your children through the end of the calendar year in which they reach their 19<sup>th</sup> birthday provided, however, that if the employee’s spouse is a City employee, the hospitalization insurance provided herein shall be limited to one plan and in no case shall such employees be entitled to coverage under both plans. Employees 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 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 BC/BS 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 set forth herein.

Effective July 1, 2006 employees who are eligible for two person or family coverage in Blue Care Network may elect to withdraw from the City’s health insurance plan and receive an opt-out payment as outlined below. The taxable opt-out payments shall be made annually in July for the preceding fiscal year in accordance with the following schedule:

Insurance Coverage	Opt-Out Payment
Single	\$1,200
Two-Person	\$1,800
Family	\$2,400

Effective June 9, 2014, medical insurance opt-out shall be increased to \$3,000.

Payments shall be prorated based upon the number of months out of the year during which the employee was off the City’s plan.

Eligibility is also contingent upon the employee providing proof to the City that he/she has health insurance coverage under their spouse's health insurance plan. City employees who are married to each other are not eligible for 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.

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

***SECTION 2. HOSPITALIZATION FOR RETIREES.***

***Only applies to eligible employees hired before July 1, 2005.***

For eligible full-time employees retiring on or after January 1, 2012, the City shall provide Blue Cross Blue Shield Community Blue 4 (CB4) at retirement to those employees hired prior to July 1, 2005. Blue Care Network is eliminated as an option.

All eligible full-time employees and their spouses at the time of retirement who retire on or after January 1, 2012, shall receive a closed formulary \$5 generic/\$40 preferred brand/\$80 non –preferred brand prescription drug card provided the employee was hired prior to July 1, 2005.

All retirees retiring after July 1, 2013, and who are eligible for retiree health insurance as defined by this Collective Bargaining Agreement, shall receive the same prescription drug benefits afforded to active employees.

The City hospitalization coverage shall be secondary to Medicare Parts A & B. Employees and beneficiaries shall be required to enroll in Medicare Parts A & B when they become eligible. All retirees retiring after July 1, 2005 shall be responsible for Medicare Part B premiums.

- i.) If a retiree obtains employment elsewhere, said retiree will have the option of obtaining hospitalization with the subsequent employer or retaining the coverage as enumerated above. In no event will the employee be allowed to retain two or more separate hospitalization plans. In the event the retiree obtains, at his option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City, retiree hospitalization insurance otherwise provided for in this article.
- ii.) 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 enumerated above at the time of retirement.

Upon death of the retiree, the City’s obligation shall cease with regard to the above provisions.

The following benefit, which does not cover past retirees, applies to all current employees hired on or before the ratification date of the July 1, 1997 to June 30, 2002 Collective Bargaining Agreement. In the event of the death of a retiree who retired on or after the ratification date, the City will provide single coverage hospitalization insurance for the surviving spouse. Coverage is limited to that person married to the employee as of the date of retirement. City-paid coverage shall be limited to the least expensive City plan (e.g. HMO) available as of the death of the retiree. Coverage shall cease upon the spouse’s death or if the spouse remarries or if the surviving spouse becomes eligible for hospitalization insurance from any other source whatsoever. Continuation of the spousal coverage is contingent upon periodic eligibility verification by the City.

For employees hired on or after July 1, 2005, retiree health benefits shall be provided by the Municipal Employees' Retirement System of Michigan (MERS) Health Care Savings Program adopted by City Council Resolution on May 22, 2006, or other similar program as defined by the City. Retiree health care coverage, as outlined in Sections 2(A) and 2(B) above, shall be eliminated for all employees hire from outside the City's workforce on or after July 1, 2005.

For full time employees hired from outside the City's full-time workforce on or after July 1, 2005, the City shall contribute one hundred (\$100) dollars per month (\$1,200 per year) into the health care savings account and the employee shall contribute 8% of base salary on a tax-free basis. All current employees may voluntarily contribute post-tax earnings into the Health Care Savings Program with 0% employer contribution as allowed by the MERS plan.

Effective September 14, 2015, for employees hired after May 27, 2009, the City's contribution to the Health Care Savings Plan will be changed from \$100 per month to 3% of an employee's base pay. Should the 3% calculate at less than \$100 per month, that member will receive \$100 per month until such time that the 3% is equal to or greater than \$100 per month.

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

Upon separation from employment with ten (10) or more years of service, the employee shall contribute unused vacation or unused sick leave payable under Article VIII and Article IX (J) respectively, into the HCSP accounts, with no withholding taxes, including FICA and Medicare, as allowable under IRS rules. The Union has elected to contribute 0% of eligible sick leave and vacation leave into the HCSP.

***SECTION 3. HOSPITALIZATION FOR SPOUSE AND MINOR CHILDREN OF NON-PROBATIONARY EMPLOYEES (I.E. NOT A NEW HIRE) KILLED IN THE LINE OF DUTY.***

The City of Madison Heights shall assume the full cost of hospitalization insurance for a spouse and any other minor children under the age of 18 of a non-probationary employee (i.e. not a new employee as described in Article 1, Section 2 and 4 of the contract) killed in the line of duty. An employee killed in the line of duty shall mean one who dies as a direct result of an accident while engaged in the performance of his/her duties. The hospitalization insurance shall be the least expensive City plan available as of the time of the employee'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:

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

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

***SECTION 4. 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 contact to address Health Care Reform issues only.

***SECTION 5. EYE CARE.*** The City of Madison Heights shall pay the cost of a basic eye co-op program each year. Said cost shall be paid directly to the carrier but in no event to the employee.

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

This plan provides single vision lenses or for wearers of bifocals a choice of kryptok or D-seg 25 MM bifocal lenses or trifocal lenses, in glass or plastic. There is an allowance of \$58.00 toward any frame. Or for patients who prefer contact lenses to glasses, there will be an allowance towards the total cost – a regular pre-contact exam plus \$58.00 towards contact lenses. This exam is a necessary prerequisite to determine if contact lenses are suitable for the patients. Or for post cataract patients, there will be a \$58.00 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 wearer of corrective lenses only. This plan does not cover outdoor tints (sunglasses).

***SECTION 6. DENTAL INSURANCE.***

Prior to August 1, 2004, dental benefits were provided to bargaining unit members in accordance with the expired Collective Bargaining Agreement between the City of Madison Heights and the DPS Teamsters Local 214.

Effective August 1, 2004, the City shall provide Delta Dental Premier PPO insurance to employees and covered dependents (spouses and eligible children), with a maximum annual benefit of \$1,500 for basic coverage.

The basic 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.

Effective August 1, 2004, the City will provide Class IV, orthodontia services, at 50% with a maximum lifetime benefit of \$1,000.

**SECTION 7. HEALTHY HEIGHTS PROGRAM.** All employees shall participate in the City's Healthy Heights Program screenings, beginning with the health screenings to start the 2007 program.

**SECTION 8. LIFE INSURANCE.** Employees shall be entitled to group life insurance valued at \$25,000.00. The entire cost of the premiums shall be assumed by the City of Madison Heights. Employees are able to purchase additional insurance through the City at a very reasonable premium cost. The amount of this insurance is dependent upon the employee's base salary.

Effective April 1, 2006, group life insurance shall be valued at \$35,000.

**SECTION 9. LIFE INSURANCE FOR RETIREES.** Employees who retire with a City pension shall be entitled to group life insurance valued at \$2,500. The cost of the premium shall be paid by the City.

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

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

**SECTION 9. SICK LEAVE.**

- A) All employees shall be granted sick leave with full pay for one (1) eight (8) hour service day at straight time for each period of service equal to the Department's service month; provided, however, that no employee shall be entitled to sick leave until completion of six (6) months of employment.
- B) Sick leave shall accrue monthly and shall be computed on the basis of not less than eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter, from the beginning of each year. Such leave shall accrue in terms of full days only, and shall not exceed twelve (12) service days in one year.
- C) Unused sick leave, as provided in the above paragraph, shall be called current sick leave and accumulated to 48 days. Subject to Section 3 of Article XI – Wage Insurance.
- D) Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

- E) Absences for illness in the immediate family, or in the household, regardless of relationship and other justifiable absences in the judgment of the Department Head and/or City Manager, shall be considered proper sick leave. Any employee of the City of Madison Heights who finds it necessary to be absent from his or her work shift shall obtain leave from his/her immediate supervisor, so far as possible on the day before the contemplated absence. An employee who is unable to report as scheduled on a work day due to illness or injury shall notify his/her immediate supervisor prior to the starting time of his/her shift.
- F) Evidence of illness must be provided by medical certificates or other suitable proof of all sick leave granted beyond three (3) consecutive days; provided, however, that the granting of sick leave for not more than three (3) days without necessity of evidence shall be subject to such verification as the Department Head and/or Human Resources Department may see fit to require, including examination by a physician selected by said Department Head and/or Human Resources Department.
- G) Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Department Head and/or City Manager.
- H) Sick leave shall not be charged against the employee's current or reserved sick leave in amounts of less than one-half day for any absence, except as provided under Worker's Disability Compensation.
- I) In the event of death of an employee or an employee retiring with a vested City Retirement Pension, said employee or employee's beneficiary shall receive fifty percent (50%) of unused sick leave credited to their account at the date of their death or retirement at their last base rate of compensation.

Effective April 14, 2014, payout of unused sick leave shall be provided only with a minimum of fifteen (15) years of service, or in the event of layoff.

- J) An employee with a minimum of one year of service who is disabled and unable to work as a result of a non-duty related injury or illness shall be provided with hospitalization insurance for a period of twelve (12) months beginning the month after the employee is disabled, provided that if the employee is able to use leave time to achieve 18 service days during the 60 day waiting period for disability insurance, then the twelve month coverage period for hospitalization insurance begins when the employee receives disability insurance coverage. Otherwise, the twelve month coverage period for hospitalization insurance begins on the date of the non-work related illness or injury.

***SECTION 10. WORKER'S DISABILITY COMPENSATION***

- A) The provision of the Worker's Disability Compensation Act of the State of Michigan shall apply in all accidents or injuries to employees in the course of employment.
- B) Each full-time employee who is unable to work as a result of an injury arising out of the course of his/her employment shall receive one hundred percent (100%) for one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be

chargeable to Sick Leave, provided, however, that whenever an employee received Worker's Disability Compensation for the first week of injury, the employee shall pay over equal compensation to the City of Madison Heights.

- C) When Worker's Disability Compensation benefits become effective, the employee may supplement such benefits with accrued Personal Leave, Sick Leave Allowance, Vacation, or Compensatory Time Off (CTO) (in that order up to the dollar amount of regular compensation received for a forty (40) hour work week) where there are credits in those leave bank accounts. Sick Leave may be used in amounts of less than half-day supplement pay up to forty (40) hours per week.
- D) When Personal Leave, Sick Leave Allowance, Vacation and CTO are exhausted, further payments shall then be limited to the amount provided under the provisions of the Worker's Disability Compensation Act.
- E) An employee will not suffer loss of pay for time spent for doctor visits as a result of job related injury or illness. Such visits will only be allowed after approval by Supervisor, unless scheduled on employee's time.
- F) Any employee who sustains a job-related injury and has exhausted earned leave time, shall accrue all fringe benefits (including Sick and Vacation days) not to exceed six (6) months from date of injury or illness, or after having exhausted sick and vacation benefits whichever is latest, provided, however, that if the employee continues to be disabled beyond the six months, the City shall provide medical insurance as outlined in the Collective Bargaining Agreement in place at the time of disability for an additional twelve months or retirement, whichever comes first.
- G) An employee injured on other gainful employment outside of City employment shall not be eligible for Worker's Disability Benefits from the City.

**ARTICLE IX – ALTERNATIVE INSURANCE PROGRAMS**

The City shall have the right to go to an alternative insurance carrier provided coverage is equal or greater than that provided by current insurance coverage.



## **ARTICLE X – WAGES**

**SECTION 1.** Attached hereto, and marked schedule “A”, “B”, “C” and “D” are schedules showing the classification and wage rates of the employees covered by this Agreement. Said schedules “A”, “B”, “C” and “D” further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said schedules “A”, “B”, “C” and “D” and other contents thereof shall constitute a part of this Agreement.

**SECTION 2. PAID FOR TIME.** All employees covered by this Agreement shall be paid for all time spent in the service of the City. Rates of pay shall be those provided for by this agreement. Time shall be computed from the time that the employee reports for work and registers in, until the time he/she is effectively released from duty except where modified by this agreement.

**SECTION 3. PAY PERIOD.** (Not more than seven days wages shall be withheld from a regular employee.) The City shall provide bi-weekly pay periods. Each employee shall be provided with an itemized statement of earnings and all deductions made for any purpose.

**SECTION 4. MANDATORY DIRECT DEPOSIT.** Effective April 14, 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 XI – WAGE INSURANCE**

**SECTION 1.** A “Short Term” and “Long Term” Health and Accident Wage Insurance Policy shall be purchased through the City of Madison Heights. Said Policy shall pay sixty percent (60%) of the employee’s gross weekly wage after a sixty (60) calendar day waiting period and said payments shall continue until the age of sixty-five (65), provided the employee continues to be qualified, or until the employee is eligible for pension benefits, or until the employee obtains employment reasonably equal to his/her City employment.

Any benefits from Social Security, Worker’s Disability Compensation or other similar sources shall be deducted from the Wage Insurance Benefits so that an employee will receive a total of no more than sixty percent (60%) of his/her regular weekly gross wage.

This Wage Insurance Policy shall be fully paid by the employer.

**SECTION 2.** The employee shall continue to receive the maximum of twelve (12) earned sick days per year provided the employee is not on Long-Term or Short-Term Insurance. All sick days accumulated during the contract year in excess of forty-eight (48) days shall be “bought back” by the City at fifty percent (50%) of the employee’s wage rate during the year the sick time is earned. Example:

If a person has accumulated forty-eight (48) sick days by June 30, and accumulates another twelve (12) days but does not use any of these sick days during the contract year, the City shall buy back all twelve (12) days at fifty percent (50%) of the employee’s wage rate. If, for example, an employee on June 30, had accumulated forty (40) days sick leave and earns twelve (12) days during the year, but does not use any of the sick leave, the employee will have accumulated an excess of four (4) days, which shall be bought back by the city at fifty percent (50%) of the employee’s wage rate. Payment shall be made between July 15<sup>th</sup> and July 30<sup>th</sup> following the end of each fiscal year.

The fifty percent (50%) buy back is fifty percent (50%) of the employee’s daily gross wage, excluding all differentials, premiums and longevity and adjustments in effect on the last day of the fiscal year.

The above stated “Buy Back” of sick time shall be separate and distinct from the employee’s “Short Term” and “Long Term” Health and Accident Wage Insurance Policies, and further, the number of accumulated sick days shall in no way affect the Insurance Policies.

## **ARTICLE XII – HOURS OF WORK & PREMIUM PAY**

**SECTION 1. WORK WEEK.** An employee's work week shall consist of five (5) consecutive work days. Time worked before or after the regular scheduled work day and week shall be considered emergency time and compensated accordingly. Changes in these schedules have been worked out with the employees in the past except that if general agreement cannot be acquired, the Department Head made the decision, subject to the Grievance Procedure.

### **SECTION 2. COMPENSATION.**

- A) There will be twenty-six (26) pay days annually, one (1) every two weeks.
- B) Lapsed time of employment, from minimum to maximum pay within a category shall be shown on the pay schedule.
- C) Upon promotion, an employee shall receive the first pay rate in the pay grade in which the employee has been advanced which is larger than the last rate in the classification from which the employee has been promoted.
- D) Compensation for Sundays shall be two (2) times the regular compensation. This provision is limited to full-time hourly rated personnel of the divisions of streets and facilities, water, sewer, and motor pool.
- E) Compensation for work performed on Holidays shall be two (2) times the regular compensation, plus the Holiday pay.
- F) Compensation for work performed for call-in time on an Unpaid Holiday shall be time and one half (1 ½). See Article XIII(B) for Unpaid Holidays.
- G) Compensation for work over eight (8) hours in one day and Saturday shall be one-and-one-half (1-1/2) times regular compensation.
- H) The normal work week shall be Monday through Friday notwithstanding paragraphs (D), (E), (F) and (G). Some employees may be scheduled for a different work week under which conditions the sixth (6<sup>th</sup>) day as such will be a time-and-one-half (1-1/2) day, and the seventh (7<sup>th</sup>) day will be a double-time day provided further that in any seven (7) day period, time-and-one-half and double time shall be paid only once. Any change in schedules to be made under this paragraph shall be discussed with the Union prior to being placed in effect in an attempt to reach agreement.
- I) An employee when temporarily required to work in a classification higher than his/her classification will receive the next higher pay rate of the classification to which he/she has been temporarily assigned. Upon return to his/her regular classification, his/her rate will be the same rate paid before his/her temporary assignment.

**SECTION 3. CALL-IN-TIME.** Seniority and qualifications will govern as to call-in overtime on the basis of actual hours paid, it being the intent to equalize the overtime between the employees as near as possible. Overtime hours refused by employees shall be counted for equalization purposes. This provision is limited to full-time hourly rated employees in each division.

An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such employee is required to work over four (4) hours overtime, he/she shall be entitled to a paid meal period of a half hour. The time of the coffee break and meal period will be determined by the employer.

The minimum amount of call-in overtime for Monday through Saturday, inclusive, shall be two (2) hours and the minimum amount of call-in overtime for Sundays, Holidays and Unpaid Holidays will be four (4) hours, Employees called in for overtime work shall be expected to work the full period for which they are to be paid.

Except in cases where a Holiday or Unpaid Holiday falls on a Friday or Monday, the overtime list as of the end of the work day on Friday shall be used as the basis for overtime call-in during the weekend immediately following the Friday and until Monday morning. If a Holiday or Unpaid Holiday falls on a Friday or Monday, the overtime list from the regular work day immediately prior to the Holiday or Unpaid Holiday shall be used until the next regularly scheduled workday. For example, if a Holiday or Unpaid Holiday falls on Friday, then the list from the preceding Thursday will be used until Monday morning. Conversely, if a Holiday or Unpaid Holiday falls on Monday, then the list from the Friday before will be used until Tuesday morning.

**SECTION 4. EMERGENCY TIME.** All personnel shall make a good faith effort to participate in overtime, both scheduled and unscheduled. To enable the City to contact employees for emergency call-in duty, each employee shall be required to have a telephone at his/her place of residence and to keep the City informed of his/her current telephone number. When an hourly rated employee is called in to work, the employee shall be allowed a thirty minute call-in time provided:

- 1) The employee must punch in no later than thirty minutes after being called. Employees who punch in later than thirty minutes after being called shall only be paid from the time the employee punched in.
- 2) The employee must start work immediately after punching in.

Such employee will be allowed a minimum of two hours work or two hours pay provided. When an employee is called in to work on a recognized Holiday or Unpaid Holiday, the employee shall be allowed a minimum of four (4) hours work or four hours pay.

Equalization of overtime hours paid in the division shall prevail in the distribution of emergency duty overtime work. In the event a crew cannot be assembled after the last employee in the classification is called, then employees will be called in reverse order of seniority and employees must report for emergency duty until the crew is assembled.

**SECTION 5. PREMIUM PAY.** Any scheduled shifts starting at 2:00 P.M. or later, shall be considered as afternoon or midnight shifts and shall be compensated with an additional fifteen cents (15¢) per hour as premium pay.

**SECTION 6. COMPENSATORY TIME.** Personnel may, at their option, subject to approval by the Department Head, build up compensatory time not to exceed twenty-four (24) hours at the rate at which the employee is being compensated to use as accumulated time off instead of paid overtime. Any hours worked over twenty-four (24) hours must be paid for at the rate at which the employee is being compensated. Accumulated compensatory time may be taken off only with advance approval of the Department Head and in increments of not less than four (4) hours.

Effective July 1, 2006, Compensatory Time Off (CTO) may be accrued up to an annual bank of forty (40) hours. Once 40 CTO hours are earned each year, no more CTO time may be earned regardless of usage. Any unused CTO shall be paid in full annually at the June 30<sup>th</sup> rate and the bank shall be reset to zero; or the employee may elect to roll, on a tax-free basis, this mandatory payment of unused CTO into a Health Savings Account, as allowable under current IRS regulations. Payments for or disbursement of unused CTO banks shall be completed between July 15 – July 31 for the preceding Fiscal Year.

**SECTION 7. FLSA LUMP SUM OVERTIME PAYMENTS.** The City will pay any monies owing for Fair Labor Standard Act (FLSA) “lump sum” overtime in January for the prior calendar year. Beginning with the 2002 calendar year, each bargaining unit member shall receive an annual taxable check of \$50.00 in fulfillment of FLSA lump sum overtime calculations, which will be issued in January for the preceding calendar year. Any uncalculated years prior to June 14, 2004 shall be paid with a taxable check of \$50.00 for each such year. The City is obligated to include the pertinent “lump sums” only while required to do so by law.

**ARTICLE XIII – HOLIDAYS & PERSONAL LEAVE DAYS**

***SECTION 1. HOLIDAYS.***

Effective July 1, 2011, the recognized Holidays shall be:

INDEPENDENCE DAY	CHRISTMAS EVE
LABOR DAY	CHRISTMAS DAY
THANKSGIVING DAY	NEW YEAR’S EVE
DAY AFTER THANKSGIVING DAY	

Effective December 31, 2013, the recognized Holidays shall be:

Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year’s Eve
Thanksgiving Day	

Effective December 31, 2014, the recognized Holidays shall be:

Good Friday	Christmas Eve
President’s Day	Christmas Day
Thanksgiving Day	New Year's Eve
	New Year’s Day

Effective July 1, 2015, the recognized Holidays shall be:

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

To be eligible for Holiday Pay, an employee must work the last regularly scheduled day (minimum six hours) before the Holiday and the next regularly scheduled day (minimum six hours) after the Holiday; provided, however, that this requirement will not apply with respect to any Holiday falling within an employee’s authorized vacation period; provided further, that if an employee’s name is on the payroll and the employee is paid for the day before and the day after a Holiday, it will be considered as a day worked.

Should one of the above Holidays fall on Saturday, Friday shall be recognized as the Holiday; should one of the above Holidays fall on a Sunday, Monday shall be recognized as the Holiday.

**ARTICLE XIII – HOLIDAYS & PERSONAL LEAVE DAYS**

**(CONTINUED)**

**SECTION 2. UNPAID HOLIDAYS**

Effective July 1, 2011, the recognized UNPAID holidays under this contract shall be:

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

Effective December 31, 2013, the recognized UNPAID holidays under this contract shall be:

New Year's Day  
Martin Luther King Day  
President's Day  
Labor Day  
Day After Thanksgiving

Effective December 31, 2014, the recognized UNPAID holidays under this contract shall be:

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

Effective July 1, 2015 all unpaid holidays shall be eliminated. (See Section 1 above)

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

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

**SECTION 2. PERSONAL LEAVE DAYS.**

An employee with good cause shall be granted four (4) personal leave days for the contract year. This is one (1) personal leave day being earned per quarter. Personal leave days shall not be taken in advance of the quarter in which they are earned except that in cases of special need, the Director of Public Services may approve a personal leave day in advance for permanent employees with the understanding that should the employee terminate employment with the City prior to having earned said personal leave day, a dollar amount equal to the employee's daily wage shall be deducted from the employee's final pay.

Effective July 1, 2009, all four (4) personal leave days shall be made available to the employee each July 1. Personal leave shall be prorated for new hires, terminations, and for those employees who do not earn eighteen (18) service days in a month. Should an employee use

**ARTICLE XIII – HOLIDAYS & PERSONAL LEAVE DAYS**

**(CONTINUED)**

more than one (1) personal day per quarter and subsequently terminate his/her employment, the employee shall repay all days used in excess of the accrual.

Personal leave days shall be requested in advance and shall be scheduled so as not to adversely impact upon the operational efficiency of the department; however, a personal leave day shall be granted with no notice provided a true emergency exists with proof of same provided to the City.

Personal leave shall be used in increments of no less than four (4) hours.

Unused personal leave time as of June 30<sup>th</sup> will be lost.



## **ARTICLE XIV – VACATIONS**

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

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

For full-time employees hired after July 1, 2005, the vacation accrual shall be as follows:

1 – 4 Years	Two Weeks
5 – 9 Years	Three Weeks
10 – 19 Years	Four Weeks
20 Years and Over	Five Weeks

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

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

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

The time when such vacation may be taken shall be determined by the Department Head who shall be governed by the employee's desire and the interest of Public Service. For vacation increments of one day, three work days advance notice is required plus approval of Department Head, provided, however, that in cases of emergency, the Department Head may waive the three (3) day notice requirement.

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

## **ARTICLE XV – LONGEVITY PAY**

### ***SECTION 1.***

All employees covered by this Agreement who have completed five (5) or more years of service from date of hire in any fiscal year, shall be paid longevity pay according to the following schedule, except for those employees listed in Section 2 below:

5 Years but less than 10 years	2% of Base Salary or Hourly Rate times 2080 Hours
10 Years but less than 15 Years	4% of Base Salary or Hourly Rate times 2080 Hours
15 Years but less than 20 Years	6% of Base Salary or Hourly Rate times 2080 Hours
20 Years and Over	8% of Base Salary or Hourly Rate times 2080 Hours

Employees who reach their fifth year will receive a full longevity payment on their Anniversary Date.

During the contract in which the employees retire 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. At retirement every employee’s record will be analyzed to ensure that correct payments have been made. All longevity compensation is subject to deduction for Income Tax, Retirement, and Social Security Benefits.

### ***SECTION 2.***

No employee hired from outside the City’s full-time workforce subsequent to August 9, 1999 shall be eligible for or receive longevity pay.

### ***SECTION 3.***

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

### ***SECTION 4.***

Failure to achieve eighteen (18) normal service days per month (i.e. worked or on the payroll for) will result in an adjustment of the employee’s longevity date to reflect the period of time spent off the payroll.

## **ARTICLE XVI – MANAGEMENT RIGHTS**

### ***SECTION 1***

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency is solely a 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, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and material and the right to purchase services of others, contract or otherwise, except as they may be otherwise limited by this Agreement.

### ***SECTION 2.***

It is further recognized that it is the responsibility of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject to the seniority rules, grievance procedure and other express provisions of the Agreement as herein set forth.

### ***SECTION 3.***

It is further understood that it is the responsibility of the City to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on the materials, supplies, equipment and tools to be purchased, processes or the construction of new facilities or the improvement of existing facilities and to determine the number, location, and type of facilities and type of installation.

### ***SECTION 4.***

It is also the City's responsibility to establish work schedules, to adopt, revise and enforce working rules, and to carry out costs and general improvement plans and to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit subject to agreement between the parties and the terms of this Agreement.

### ***SECTION 5.***

The City retains the right to regulate who is a part-time employee and who is a full-time employee, and to determine the number of hours that establish part-time employment. Full-time bargaining unit members as of July 1, 2011 shall not be reduced to part-time during the life of this Agreement.

## **ARTICLE XVII – MAINTENANCE OF STANDARDS**

The City agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide 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 XVIII – LIMITATION OF AUTHORITY & LIABILITY**

**SECTION 1.** No employee, Union Member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever prohibited under Act 379 P.A. 1965, and the Union shall not be liable for any such activities unless expressly so authorized or unless the Union fails to make a reasonable effort to have its Members return to work within twenty-four (24) hours.

**SECTION 2.** Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article IV of this Agreement, may be summarily discharged by the City without liability on the part of the City or Union.

## **ARTICLE XIX – PROTECTION OF RIGHTS**

**SECTION 1.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through to work behind any primary picket line, including the primary picket line of Union's party to this Agreement, provided, however, that such refusal shall in no way be detrimental to the public health, safety and welfare and further provided that it does not adversely affect the personal safety of the employee.

**SECTION 2.** It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his employer undertakes to perform as an ally of any employer or a person whose employees are on strike and which service, but for such strike would be performed by the employees of the employer or person on strike, provided further, however, that such refusal shall not be detrimental to the health, safety, welfare or convenience of the public when an emergency exists.

**SECTION 3.** Within ten (10) working days of filing of Grievance claiming violation of this Article, parties to this Agreement shall proceed to Section 2 (A), (3) of the grievance procedure without taking any intermediate steps, any other provisions of this Agreement to the contrary, notwithstanding.

## **ARTICLE XX – SEVERABILITY AND SAVINGS CLAUSE**

If any Article or Section of this contract, or if any riders 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 pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that an Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate Collective Bargaining Negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

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 XXI – GENERAL**

### ***SECTION 1. SAFETY COMMITTEE.***

- A) A Safety Committee shall be composed of no less than one and no more than two Union Members and at least two members appointed by the City who will meet for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. In case of disagreement, this grievance will immediately go to Section 4 of “Grievance Procedure”, any other provisions of this Agreement notwithstanding.
- B) When an employee is required by a Supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the Supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. The City shall consider the personal safety of the employees in establishing operational procedures.

### ***SECTION 2. EQUIPMENT, ACCIDENTS AND REPORTS***

- A) The City shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.
- B) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.
- C) Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the City, the employee, before starting the next shift, shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision, shall subject such employee to disciplinary action by the City.
- D) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the City. The City shall not ask or require any employee to take out equipment that has been reported to any other employee as being in an unsafe operating condition until same has been approved as being safe by the Motor Pool Division.



**SECTION 3. BULLETIN BOARD.** The City shall provide a suitable bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists for the use of the Union. Only official Union notices are to be posted and must have the signature of the Union Business Representative or the Union President.

**SECTION 4. TEST.** All employees who are required to take any test for classification change within the Bargaining Unit will take such test on City time and will suffer no loss of pay for time used in taking such test.

**SECTION 5. COFFEE BREAKS.** For Streets and Facilities, Water & Sewer Divisions, Maintenance, Motor Pool

- A) One “coffee break” will be permitted during the morning work period and one during the afternoon work period. Any “breaks” in excess of these two are unauthorized and will subject non-conforming employees to disciplinary action.
- B) “Coffee break” is defined as a fifteen (15) minute break in the work period during which the employee can rest or relax, drink coffee, or any other liquid refreshment of non-alcoholic content, or have a snack or a combination of any or all the foregoing. It is limited to fifteen (15) minutes. Those employees who utilize restaurants for this break must be back at work within the fifteen (15) minutes allowed. If restaurant service is such that this cannot be accomplished, then the employee should carry a thermos bottle.
- C) No a.m. “coffee break” shall be taken until after the employee has worked at least two (2) hours. Supervision shall have the authority to authorize deviation from this section only when in their judgment such deviation is justified by unusual circumstances.
- D) It is to be clearly understood that the foregoing rules are not to be interpreted as authorizing employees to drop what they are working at and leave for coffee whenever the nature of the work being performed requires them to continue until a satisfactory break period is possible. There may even be times when, because of the type of work being done, a “break” will not be possible. Employees will have to be guided by the judgment of supervision during such infrequent occasions.
- E) Violations of this policy will result in disciplinary action.

**SECTION 6. WASH-UP TIME.** There shall be a ten (10) minute wash-up period at the end of the afternoon work period, and disinfectant soap will be provided where needed.

**SECTION 7. GENERAL.** Employees who work either seasonal, temporarily, or part-time in cases of emergency shall not be covered by the provisions of this agreement. It is not the intent of this Article to replace any permanent job positions nor undermine the Union.

- 1) Seasonal employees shall be used to supplement, not to supplant, the regular work force;
- 2) Regular employees shall be given the opportunity to work the overtime first, insofar as it is practicable;

- 3) Daily assignment of seasonal employees shall be made by the employer according to daily need; and
- 4) Seasonal employees may be assigned to drive trucks to and from job sites where to reassign a regular employee would be impractical; or in situations where no regular employee is available.

**SECTION 8.** Employees shall not be charged for loss or damage unless proof of negligence is shown. This section is to be construed as applying to charging employees for willful damage to equipment.

**SECTION 9.** Employees who work seasonal, temporary or part-time and are hired as a permanent full-time employee, shall be credited with seniority and all benefits thereof for time worked not to exceed six (6) months, excluding Holidays and insurance.

**SECTION 10.** When new types of equipment that are not classified under this agreement are purchased and put to use, the proper classification of such equipment shall be subject to negotiation between the Union and the City. Upon failure to agree upon the proper classification of said equipment, both parties shall agree to a neutral impartial third party whose decision will be binding upon both parties. Classification under this paragraph will be effective as of the date said equipment is classified. Whenever possible, the City will notify the Union of any new equipment to be placed in operation, excluding however, replacement equipment.

**SECTION 11. CDL & MDOT REQUIREMENT.** Except for the night custodian, all employees shall obtain and maintain the State of Michigan Commercial Driver’s License (CDL). The employer shall pay the cost for any required endorsements. The employee may take the CDL renewal examination during working hours at a time mutually convenient for the employer and employee. The employee shall assume the cost of the required MDOT physical examination provided that any cost over seventy-five dollars (\$75.00) for the MDOT physical exam only shall be borne by the employer up to a maximum of one hundred twenty five dollars (\$125.00). The employee shall use a facility authorized by the City to perform the MDOT physical examination.

Any unused portion of the \$125 reimbursement may be applied to prescription drugs for the employee and eligible dependents 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.

Any unused portion of the \$125 reimbursement may be applied to the purchase of prescription glasses for the employee or eligible dependents. Valid receipts must be submitted to the Finance Department during the annual reimbursement period from June 15 through June 30 for the current fiscal year.

Effective with calendar year 2014, the \$125 physical reimbursement shall be eliminated; instead, the City will provide \$125 into each employee’s Flexible Spending Account (FSA) on an annual calendar basis, which may be utilized by the employee in accordance with FSA regulations and guidelines.

***SECTION 12. TEMPORARY TRANSFER.*** Any continuous temporary transfers shall be limited to a six (6) month duration out of a twelve (12) month calendar year.

## **ARTICLE XXII – CLOTHING ALLOWANCE**

**SECTION 1.** Effective July 1, 2006, the employee will be given a \$525.00 annual uniform allowance to be paid in one lump sum. From this amount, the employee shall purchase and maintain uniforms, summer and winter jackets, rainwear, hats, gloves, shoes, rubbers, and galoshes when required. The City will furnish hip boots, hard hats, liners, safety equipment, rubber gloves for the Sewer Division, and any additional rainwear that wears out in the service of the City. These items will be furnished to those persons requiring same, at the discretion of the Department Head. All employees must purchase similar uniforms as approved by the City and must maintain same in such condition so as to reflect credit upon the City. All employees must wear an approved, neat uniform during working hours. City will furnish locker room facilities for shower and the changing and storing of clothing.

The taxability of the clothing allowance is subject to Internal Revenue Service Rules.

**SECTION 2.** Effective July 1, 2009, and on each July 1<sup>st</sup> thereafter, the City shall make available Five Hundred Twenty-Five Dollars (\$525) per DPS field employee for the sole purpose of purchasing uniforms through Contactors Clothing of Madison Heights (hereinafter “uniform vendor”). Employees may purchase those items agreed upon by the City and the Union, in colors to be determined by the City. This program is based on the uniform vendor providing the City with detailed individual invoices to include an itemized and subtotaled list of clothing purchased by each employee and the total cost per employee. Payments will be made by the City directly to the uniform vendor, and the \$525 per employee allocation shall be exempt from payroll taxes subject to Internal Revenue Service (hereinafter “IRS”) eligibility.

The City shall pay each employee annually a lump sum amount for unused portions of the \$525 clothing allowance provided that the remaining amount is \$50 or greater as of June 30<sup>th</sup>. Any unused portions of the uniform allowance less than \$50 will be forfeited. The lump sum payment is subject to payroll taxes pursuant to IRS rules and shall not be included in final average compensation for the purpose of pension calculation. The unused portion of the clothing allowance shall not be rolled over into the next year’s clothing allowance.

Effective April 14, 2014, the annual clothing allowance shall be increased by \$175, but payout of unused funds remains capped at \$525.

**SECTION 3.** Motor Pool employees shall receive a \$525 annual uniform allowance to be paid in one lump sum, subject to IRS regulations. From this amount, the employee shall purchase and maintain uniforms in compliance with departmental uniform guidelines. All employees must purchase similar uniforms as approved by the City and must maintain same in such condition so as to reflect credit upon the City. All employees must wear an approved, neat uniform during working hours. City will furnish locker room facilities for shower and the changing and storing of clothing.

Effective April 14, 2014, Motor Pool annual uniform allowance shall be increased by \$175 and receipts must be provided as proof that the \$175 was utilized for the purpose of obtaining uniforms.

**ARTICLE XXII – CLOTHING ALLOWANCE**

**(CONTINUED)**

***SECTION 4.*** Upon mutual agreement, the parties may elect to change vendors or eliminate Sections II, III, and IV of this Article to revert back to the annual clothing allowance contained in Section I, provided that any program change will be effective at the beginning of the fiscal year.

## **ARTICLE XXIII – TUITION REIMBURSEMENT**

**SECTION 1.** The City shall assume the full cost of tuition for any employee who pursues a course that has a direct relationship to the employee’s work which has been approved by the Department Head and/or City Manager. If such tuition is granted to an employee, and that employee terminates 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 the employee’s final pay.

**SECTION 2.** Tuition reimbursement shall be provided in accordance with the following schedule:

Grade of “B” or Better	100% Reimbursement (up to \$400 annual maximum)
Grade of “C” to “B”	75% Reimbursement (up to \$400 annual maximum)
Grade below “C”	Not Eligible for Reimbursement

All approved courses offered only as a Pass/Fail basis will be subject to 100% reimbursement upon the member passing the course, up to the \$400 annual maximum.

**SECTION 3.** Effective 7/1/06 the City shall make available for all bargaining unit members each fiscal year a total pooled amount of \$5,000 for tuition reimbursement for employees who pursues a course that has a direct relationship to the employee’s work; as determined and approved by the Department Head and/or City Manager. The availability of tuition reimbursement is subject to the amount being included in the annual budget.

The City will provide available tuition reimbursement to eligible employees in the bargaining unit, on a first-come, first-served basis, up to the maximum reimbursement amount of \$1,000 per employee per semester.

In the event an employee receives course pre-approval and subsequently withdraws from the course, the pooled funds that were previously reserved for the pre-approved course will be made available to other eligible employees, on a first-come, first-served basis, who submitted requests during the semester, subject to both the established annual and employee/semester maximum amounts.

Subject to the availability of funds, eligible employees may exceed the \$1,000 per employee per semester maximum during the last semester of the fiscal year, on a first-come, first-served basis, after the City has first satisfied all other eligible requests submitted for the last semester up to the \$1,000 per employee per semester maximum.

Once the \$5,000 is expended, no further tuition reimbursement will be available for the remainder of the fiscal year.

If such tuition reimbursement is granted to an employee, and that employee terminates 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 the employee’s final pay.

**SECTION 4.** Tuition reimbursement shall be provided in accordance with the following schedule:

Grade of “B” (3.0) or better	100% Reimbursement
Grade of “C” (2.0) to “B”	75% Reimbursement
Grade below “C”	Not Eligible for Reimbursement

All approved courses offered only as a Pass/Fail basis will be subject to 100% reimbursement upon the member passing the course.

## **ARTICLE XXIV – PENSION**

**SECTION 1.** All members of the Bargaining Unit shall be members of the Michigan Municipal Employee Retirement System, except for those covered by the Defined Contribution Plan in Section 2 below.

The pension terms and benefits for a retiree shall be defined by the Collective Bargaining Agreement under which the employee retires.

Effective July 1, 2004, the retirement plan shall be changed from benefit B-2 with F-55 rider (15 years) to benefit B-3 with F-55 (15 years) rider. The change shall be funded by an employee payroll deduction of 3.09%.

Effective January 1, 2005, the employee contribution rate will be reduced to 2.34%.

Effective July 1, 2011, the employee contribution rate will be increased by 2.5% for a total of 4.84% on a pre-tax basis.

**SECTION 2.** Full-time employees hired after July 1, 2005, shall be covered under a Defined Contribution pension program as defined under IRS regulations. The City shall contribute 7.0% of the employee's base wage. Employees shall contribute 8% of base wage on a tax-free basis.

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

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

For full-time employees hired after July 1, 2005 covered under a Defined Contribution (DC) pension program, the City retains the right to convert the DC plan to a Hybrid Plan with a Defined Benefit (DB) portion of a 1% multiplier and a DC portion fully funded by the employee at 2% of base pay. The DB portion shall be funded by the employer only, with a six (6) year vesting period, FAC of the last three years and age 60 retirement. There shall be no early reduction of benefits and no post-retirement benefit increase.



**ARTICLE XXV – TERMINATION OF AGREEMENT**


**SECTION 1.** This agreement shall be in full force and effect from July 1, 2013 to and including June 30, 2017 and shall continue in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of adoption of the City Budget for the ensuing Fiscal Year in which this Agreement expires.

**SECTION 2.** It is further provided that where no such cancellation or termination notice is served and parties desire to continue said Agreement either party may serve upon the other, a notice at least sixty (60) days prior to May 15, 2017, advising that such party desires to continue this agreement. The respective parties shall be permitted all lawful economical recourse to support their request for revisions if the parties fail to agree thereon.

**SECTION 3.** In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice. In witness whereof, the parties hereto have hereunto set their hands and seal this 30<sup>th</sup> day of MARCH, 2017.

City:


City of Madison Heights  
300 West Thirteen Mile Road


BY:   
Brian C. Hartwell  
Mayor

BY:   
Benjamin I. Myers,  
City Manager

Union:

Technical, Professional &  
Officeworkers Association of  
Michigan (TPOAM)

BY:   
Wayne Beerbower,  
TPOAM Business Agent

BY:   
Tom Satawa,  
President

BY:   
Jeremy Deatherage,  
Vice President

**STREETS, WATER & SEWER  
PARKS MAINTENANCE, MOTOR POOL, AND CUSTODIANS  
SUPPLEMENTAL  
SCHEDULE "A"**

**SECTION 1. CLASSIFICATION:** The Personnel of the Department of Public Service (Streets, Water & Sewer, Parks Maintenance, Motor Pool, and Custodians) shall be classified within the classification plan prepared by the Michigan Municipal League which was approved and adopted by the City Council on May 21, 1962, and by such subsequent amendments thereto as may be agreed to by the City and the Union. Said classifications are briefly described in part as follows:

**LABORER**

Under immediate supervision, to perform strenuous physical labor on construction, maintenance, and repair work; and to perform related work as required and operate Ford tractor with York Rake and Hi-Lo.

**MECHANICS HELPER**

Under supervision, to perform a wide variety of automotive service and minor repair tasks including testing, lubricating, and performing minor repairs on cars, trucks and other automotive and power drive equipment; and to operate cars, trucks and equipment, and to perform related work as required.

**GENERAL MECHANIC**

Under general supervision, to perform a wide variety of automotive repair tasks including testing, lubricating, repairing and rebuilding cars, trucks and other automotive and power driven equipment; to operate cars, trucks and heavy equipment; to order parts and supplies and maintain inventory and other records; and to perform related work as required.

**TOOL CRIB OPERATOR**

Under general supervision, to be responsible for the ordering of automotive parts and supplies, the "charge-out" of parts and supplies to the correct departments; maintaining a correct and up-to-date inventory of all items in tool crib; maintain a schedule of preventive maintenance for all City vehicles; receive and relay all radio communications; and to perform related work as required.

**EQUIPMENT OPERATOR I**

Under supervision, to be responsible for the safe and efficient operation of trucks, including snow plows, salt spreaders and underbody scraper, #300 tractors with mowers and brush hog, sweepsters, sewer bucket machine and air compressor and other automotive and power driven equipment; to perform manual labor, miscellaneous repairs, maintenance and construction work, operate chain saw, and to perform related work as required.

Performs variety of semi-skilled tasks related to the development and maintenance of Public Parks and City Grounds; development and maintenance of athletic fields and winter facilities, building and facility repair and maintenance; and to perform related work as required

**EQUIPMENT OPERATOR II**

Under supervision, to be responsible for the safe and efficient operation of assigned public works or other construction and maintenance equipment, such as a street sweeper, tandem truck, tractor backhoe, scavenger, street brusher, roller or light asphalt paver, sign truck; miscellaneous repair, maintenance and to perform related work as required.

In lieu of or in absence of sub-foreman, performs a variety of semi-skilled tasks related to the development and maintenance of Public Parks and City Grounds, development and maintenance of athletic fields and winter facilities; building and facility repair and maintenance; operates diesel 10 foot interstate triple mower; and to perform related work as required.

**EQUIPMENT OPERATOR III**

Under general supervision, to perform more difficult and responsible public works construction work, and maintenance work involving the safe and efficient operation of various types of heavy and special automotive and power-driven equipment, such as payloader, bantam backhoe, grader, riding type line striper, cement work (top rate), sign room (if and only if the employee works a minimum eight (8) hour assignment and performs all sign room functions), etc., and to perform related work as required.

**WATER METER READER**

Under supervision, to read, repair, and maintain water meters, including installation of water meters, including outside reading devices, and to perform related work as required.

**MECHANIC SUB-FOREMAN**

Under general supervision, responsible for receiving and checking all work orders of incoming equipment; making initial diagnosis, assign and follow up on all work assignments; and to perform related work as required.

**WATER MAINTENANCE MAN**

Under general supervision, repair main breaks, hydrants, service connections and perform strenuous physical and semi-skilled work; install water meters and perform related water system maintenance and other related work as required.

**WATER METER REPAIRMAN**

Under general supervision, to read, repair and maintain water meters and to perform the more difficult and responsible public contact; turn water services on and off; and to perform related clerical, public contact and repair work as required.

**BUILDING MAINTENANCE MAN**

Under general supervision to perform minor construction, maintenance and repair work involving public buildings and equipment; to perform work involving some knowledge of carpentry, plumbing, painting, masonry, mechanical maintenance or other skilled and semi-skilled trades; and to perform related work as required; must have and maintain Journeyman Electrician License.

**ASSISTANT BUILDING MAINTENANCE MAN**

Under general supervision, to assist the Building Maintenance Man in performance of minor construction, maintenance and repair work involving public buildings and equipment; to perform work involving some knowledge of carpentry, plumbing, painting, masonry, mechanical maintenance or other skilled and semi-skilled trades, and to perform related work as required.

**SUB-FOREMAN**

Under general supervision, to supervise and participate in the construction, installation, maintenance and repair of City streets, sewers, water lines and meters; and to perform related work as required.

**PARKS MAINTENANCE LEADER**

To be responsible for planting design, and maintenance of parks, grounds adjacent to City buildings, and other publicly-owned property; to plan and coordinate the activities of maintenance men or other workers engaged in construction, maintenance, or other activities involving City grounds and/or parks and recreation; to administer and coordinate pest control programs at park areas and other City-owned and controlled grounds; and to perform related work as required. Supervision is exercised over maintenance men and laborers in planning and assignment of work involving planting, light construction, and similar landscaping and maintenance tasks.

**MOTOR POOL SUPERVISOR**

The Motor Pool Supervisor shall have the right to assign employees and shall be responsible for the performance of employees in the garage. The Motor Pool Supervisor shall have the right to perform Bargaining Unit Work during the regular hours of employment. The position of Motor Pool Supervisor shall not perform any Bargaining Unit Work on an overtime basis for a strictly supervisory purpose except in cases of emergency where all other garage mechanical personnel have been requested to work on an overtime basis and one or more have refused or not been available.

**PARKS SUPERVISOR**

The Parks Supervisor shall have the right to assign employees and shall be responsible for the performance of parks maintenance employees. The Parks Supervisor shall have the right to perform Bargaining Unit Work during the regular hours of employment. The position of Parks Supervisor shall not perform any Bargaining Unit Work on an overtime basis for a strictly supervisory purpose except in cases of emergency where all other parks maintenance personnel have been requested to work on an overtime basis and one or more have refused or not been available.

**CUSTODIAN**

Under general supervision, performs variety of semi-skilled tasks related to the maintenance of City buildings; operation of cleaning equipment, heavy lifting, and related tasks also required.

Schedule B - Wage Rates  
July 1, 2013 to June 30, 2015

	Start In Grade	6 Mos. In Grade	12 Mos. In Grade
<b>III</b> Laborer	19.02	20.07	21.14
<b>IV</b> Equipment Operator Water Meter Reader Parks Maintenance I	21.44	21.63	21.79
<b>V</b> Equipment Operator II Mechanic's Helper Water Meter Repairman Parks Maintenance II	22.09	22.26	22.34
<b>VA</b> Tool Crib Operator	22.20	22.32	22.50
<b>VB</b> Assistant Building Maintenance Man	22.64	22.72	22.89
<b>VI</b> Water Maintenance Man Equipment Operator III	22.72	22.87	23.10
<b>VII</b> General Mechanic Building Maintenance Man	23.10	23.18	23.31
	Plus 5 cents/hour for each state certification up to maximum of 20 cents plus 20 cents/hour for journeyman electrical license.		
<b>IX</b> Sub-Foreman	23.41	23.58	23.66
<b>IXA</b> Leader	23.66	23.81	23.94

Water Division employees shall receive 5 cents/hour for each state certification level in Water Distribution System Operation. Up to a maximum of 20 cents/hr.

Schedule C - Wage Rates  
July 1, 2015 to June 30, 2016

Effective July 1, 2015, a one-time 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

	Start In Grade	6 Mos. In Grade	12 Mos. In Grade
<b>III</b> Laborer	19.2102	20.6747	21.3514
<b>IV</b> Equipment Operator Water Meter Reader Parks Maintenance I	21.6544	21.8463	22.0079
<b>V</b> Equipment Operator II Mechanic's Helper Water Meter Repairman Parks Maintenance II	22.3109	22.4826	22.5634
<b>VA</b> Tool Crib Operator	22.4220	22.5432	22.7250
<b>VB</b> Assistant Building Maintenance Man	22.8664	22.9371	23.1189
<b>VI</b> Water Maintenance Man Equipment Operator III	22.9472	23.0987	23.3310
<b>VII</b> General Mechanic Building Maintenance Man	23.3310 Plus 5 cents/hour for each state certification up to maximum of 20 cents plus 20 cents/hour for journeyman electrical license.	23.4219	23.5431
<b>IX</b> Sub-Foreman	23.6403	23.8203	23.8992
<b>IXA</b> Leader	23.8992	24.0455	24.1805

Water Division employees shall receive 5 cents/hour for each state certification level in Water Distribution System Operation. Up to a maximum of 20 cents/hr.

Schedule D - Wage Rates  
July 1, 2016 to June 30, 2017

	Start In Grade	6 Mos. In Grade	12 Mos. In Grade
<b>III</b> Laborer	19.5944	21.0882	21.7784
<b>IV</b> Equipment Operator Water Meter Reader Parks Maintenance I	22.0875	22.2832	22.4481
<b>V</b> Equipment Operator II Mechanic's Helper Water Meter Repairman Parks Maintenance II	22.7571	22.9323	23.0147
<b>VA</b> Tool Crib Operator	22.8704	22.9941	23.1795
<b>VB</b> Assistant Building Maintenance Man	23.3237	23.4061	23.5813
<b>VI</b> Water Maintenance Man Equipment Operator III	23.4061	23.5607	23.7976
<b>VII</b> General Mechanic Building Maintenance Man	23.7976	23.8903	24.0140 Plus 5 cents/hour for each state certification up to maximum of 20 cents plus 20 cents/hour for journeyman electrical license.
<b>IX</b> Sub-Foreman	24.1170	24.2921	24.3745
<b>IXA</b> Leader	24.3772	24.5264	24.6641

Water Division employees shall receive 5 cents/hour for each state certification level in Water Distribution System Operation. Up to a maximum of 20 cents/hr.