

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND

**MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
TECHNICAL/OFFICE UNION**

JULY 1, 2007 – JUNE 30, 2012

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	In-Network	Out-of-Network
Human Organ Transplants		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 90% after deductible	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 80% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care and Substance Abuse Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50% after deductible Covered – 50%	Covered – 50% after deductible Covered – 50% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
Other Services		
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – \$16 copay	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible Covered – 90% after deductible	Covered – 90% after deductible Covered – 90% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not Covered	Not Covered
Deductible, Copays and Dollar Maximums		
Deductible	\$500 per member, \$1,000 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$1,000 per member, \$2,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays • Fixed Dollar Copays • Percent Copays	\$10 for office visits and \$50 for emergency room visits 10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse care and private duty nursing *	\$50 for emergency room visits 20% for general services and 50% for mental health care, substance abuse care and private duty nursing * Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	None \$1,000 per member, \$2,000 family per calendar year	None \$2,000 per member, \$4,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

NEW HIRES



An Independent Member of the Blue Cross and Blue Shield Association

Community BlueSM PPO Benefits-at-a-Glance for City of Sterling Heights Plan 7

Appendix E

City of Sterling Heights/MAPE Technical - Office
July 1, 2007 – June 30, 2012

AGREEMENT

THIS AGREEMENT, made and entered into on July 1, 2007 by and between the City of Sterling Heights (hereinafter referred to as the "Employer") and Michigan Association of Public Employees (MAPE) Technical/Office Employees Union (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

Recognition – Unit – Security

1.1 The Employer recognizes and acknowledges the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as listed in this Agreement for the terms of this Agreement of all employees of the Employer included in the bargaining unit as listed in Appendix A.

1.2 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

	In-Network	Out-of-Network
Preventive Services – Limited to \$500 per calendar year		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100% up through age 16	Not Covered
Rectal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered
Mammography		
Mammography Screening	Covered – 90% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room – approved diagnosis	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 80% after deductible
Radiation Therapy	Covered – 90% after deductible	Covered – 80% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered – 100%, includes delivery care by a Certified Nurse Midwife	Covered – 80% after deductible, includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered – 90% after deductible, includes delivery provided by a Certified Nurse Midwife	Covered – 80% after deductible, includes delivery provided by a Certified Nurse Midwife
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 90% after deductible	Covered – 80% after deductible
		Unlimited days
Inpatient Consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
		Up to 120 days per calendar year
Hospice Care	Covered – 100%	Covered – 100%
		Limited to the lifetime dollar maximum which is adjusted annually by the state
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
		Unlimited visits
Surgical Services		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 80% after deductible

1.4 To the extent that the laws of the State of Michigan permit, it is agreed that any employee, including probationary employees, covered by this Agreement shall be required as a condition of employment to either become a member of the Union or pay a service fee to the Union, which shall be the equivalent to the Union's monthly membership dues, for the duration of this agreement.

1.5 If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

1.6 New employees shall be considered as probationary employees for the first six months of their employment. After employees have finished the probationary period, they shall be entered on the seniority list and shall rank for seniority from the day they commenced their employment. A new employee shall work under the provisions of this Agreement and the Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, but the Union shall not represent probationary employees who have been laid off, disciplined or discharged and during the probationary period, an employee may be discharged without further recourse.

ARTICLE 2
Union Rights Clause

2.1 No member of this unit shall be required to do work for another employer. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the Grievance Panel, Step 3 of the Grievance Procedure.

2.2 The Employer agrees that it will not require employees, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in training, or cases of emergencies.

2.3 A classification in this bargaining unit shall not be removed from this bargaining unit by merely changing the title or by modifying the existing classification specifications.

2.4 All employees, including discharged former employees, may review their personnel file and receive copies of any documents contained therein. One free copy of each document will be provided to the employee after which the Employer may charge a reasonable fee.

	In-Network	Out-of-Network
Surgical Services		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 60% after deductible
Human Organ Transplants		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504), specific criteria applies	Covered – 90% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 60% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
• Facility and Clinic	Covered – 50%	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
Other Services		
Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 90% after deductible	Covered – 90% after deductible
• Facility and Clinic	Covered – 100%	Covered – 60% after deductible
• Physician's Office – excludes speech and occupational therapy		Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not covered	Not covered
Deductible, Copays and Dollar Maximums		
Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.		
Deductible	\$250 per member, \$500 family per calendar year	\$500 per member, \$1,000 family per calendar year
	Note: Deductible waived if service is performed in a PPO physician's office.	Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
		Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$500 per member, \$1,000 family per calendar year	\$4,000 per member, \$8,000 family per calendar year
		Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	
Optional Riders		
Rider CB-CSR, Cost Sharing Requirements	Changes the member's cost sharing requirements for out-of-state services. Note: This rider is available only to groups in the Upper Peninsula. When Rider CB-CSR is selected, Rider BCP will replace Rider BCP-PPO.	
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.	
Rider CB-QVS20, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$20.	
Rider CB-OVS30, Office Visit Copay Requirement	Increases fixed dollar copay amount from \$10 to \$30.	
Rider CI, Contraceptive Injections, Rider FCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "package" with prescription drug coverage.	
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.	



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

**Community BlueSM PPO
Benefits-at-a-Glance
Plan 10**

City of Sterling Heights/MAPE Technical - Office
July 1, 2007 - June 30, 2012

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and rider. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services - *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered - 100%, one per calendar year	Not covered
Gynecological Exam	Covered - 100%, one per calendar year	Not covered
Pap Smear Screening - laboratory and pathology services	Covered - 100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered - 100% • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered - 100%, up through age 16	Not covered
Fecal Occult Blood Screening	Covered - 100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered - 100%, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered - 100%, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered - 90% after deductible	Covered - 60% after deductible One per calendar year, no age restriction
Physician Office Services		
Office Visits	Covered - \$10 copay	Covered - 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 90% after deductible	Covered - 60% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered - 60% after deductible, must be medically necessary
Urgent Care Visits	Covered - \$10 copay	Covered - 60% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered - \$50 copay, waived if admitted or for an accidental injury	Covered - \$50 copay, waived if admitted or for an accidental injury
Ambulance Services - medically necessary	Covered - 90% after deductible	Covered - 90% after deductible
Diagnostic Services		
Laboratory and Pathology Services	Covered - 90% after deductible	Covered - 60% after deductible
Diagnostic Tests and X-rays	Covered - 90% after deductible	Covered - 60% after deductible
Therapeutic Radiology	Covered - 90% after deductible	Covered - 60% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered - 100%	Covered - 60% after deductible Includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered - 90% after deductible	Covered - 60% after deductible Includes delivery provided by a certified nurse midwife
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered - 90% after deductible	Covered - 60% after deductible Unlimited days
Inpatient Consultations	Covered - 90% after deductible	Covered - 60% after deductible
Chemotherapy	Covered - 90% after deductible	Covered - 60% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 90% after deductible	Covered - 90% after deductible Up to 120 days per calendar year
Hospice Care	Covered - 100%	Covered - 100% Limited to dollar maximum which is adjusted periodically
Home Health Care	Covered - 90% after deductible	Covered - 90% after deductible Unlimited visits

ARTICLE 3

Deduction of Dues

3.1 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, initiation fees or service charges levied in accordance with the Constitution and By-Laws of the Union from the pay of each member employee and non-Union members.

Pursuant to MCLA 408.477, these deductions shall be made by the Employer automatically for those already in the unit and each time an employee is placed in the unit or returned from a leave of absence. This will be done according to the above law without the need of authorizations by the individual employees, as long as the employee is receiving a paycheck from the City.

3.2 The amount of the initiation fees and dues will be certified to the Employer by the secretary-treasurer of the Union. Dues or service charges deducted shall commence on the first pay period of the month after becoming a member of the bargaining unit, and will be deducted monthly thereafter on the first pay period of the month.

Deduction of initiation fees will be made in two equal amounts from wages payable the following two pay periods from the effective date of the authorization. Dues or service charges deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks. Where any employee, who is on check-off, is not on the payroll during the week or is on a leave of absence, double deductions will be made the following months. Each remittance shall be accompanied by a statement giving a list in duplicate of the employees for whom:

- a. Regular deductions were made.
- b. Initial deductions were made.
- c. No deductions were made, due to insufficient earnings.
- d. No deductions were made because the employee revoked authorization.
- e. No deductions were made because the employment of the employee was terminated.
- f. No deductions were made because the employee is on leave of absence.
- g. Past due deductions were made.

ARTICLE 4

Extra Contract Agreements

4.1 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way affect wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

4.2 In the event the City through sub-contracting eliminates positions, every reasonable effort to retain and absorb surplus employees will be made by the Employer.

ARTICLE 5

Seniority

5.1 Bargaining unit seniority shall prevail in the layoff and rehiring of employees, in reducing the work force because of lack of work or other legitimate cause. In the laying off and the rehiring of laid off personnel, the classification of said employee is considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" (classes) shall hold weight in determining the layoff and rehire of personnel.

5.2 The Employer shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

5.3 Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than two (2) years, or if absent for three (3) consecutive working days without notifying the Employer. In case of emergency, the Employer may make exceptions.

5.4 An employee in a classification subject to the jurisdiction of this contract, who has been in the past or will in the future be promoted to a classification not subject to the jurisdiction of the Union, shall not accumulate Union seniority while working in said classification. 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.

APPENDIX C

DISABILITY INSURANCE

Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	7 days illness
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65

APPENDIX B

DENTAL PLAN

COVERAGE DESCRIPTION AND LIMITS

The City's Dental Plan pays reasonable charges for covered expenses without deductible:

CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at seventy five (75%) percent of reasonable charges.

CLASS II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy five (75%) percent of reasonable charges.

CLASS III: Construction and replacement of dentures and bridges are covered at seventy five (75%) percent of reasonable charges.

CLASS IV: Orthodontic services are covered at fifty (50%) percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000 available for orthodontic services.

ARTICLE 6

Discharge or Suspension

The Employer shall not discharge or suspend any employee without just cause. Discharge must be by proper written notice to the employee and the Union. In all cases of discharge or suspension, the employee may see the Union Steward before leaving City property. Any employee aggrieved by such discharge or suspension shall only seek relief through the Grievance Procedure outlined in Article 7 of this contract, going immediately to Step 3.

ARTICLE 7

Grievance Procedure

7.1 A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this Agreement; and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement and 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 cessation of work. All differences, disputes or complaints between the City and members of this bargaining unit as to the application or interpretation of this Agreement shall be adjusted solely by the Grievance Procedure as outlined in Article 7. The sole remedy available for a grievance by a member of this bargaining unit shall be the Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

7.2 Should any grievance arise there shall be an earnest effort on the part of the parties to settle such grievances promptly through the following steps:

Step 1 - By oral conference between the aggrieved employee, the steward, or both and the immediate supervisor; if not resolved, it is the responsibility of the aggrieved to then reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) calendar days of the alleged grievance if not resolved.

Upon receipt of the written grievance, a conference between the Union representatives and the department head or City representatives will be held within ten (10) calendar days.

Within two (2) working days after the conference, the City representative shall give a decision to the Union in writing. If the decision is not given within two (2) working days after the conference, the grievance shall be deemed denied by the City.

Effective July 1, 2011

3%

City of Sterling Heights/MAPE Technical - Office
July 1, 2007 - June 30, 2012

Step 2 - Within ten (10) calendar days after disposition of the grievance at the Step 1 level, the Union may request, in writing, that the grievance be advanced to this step, and, within ten (10) calendar days, a hearing shall be held between the Union representative and the Human Resources Director or designate. A decision will be rendered within seven (7) working days after this hearing and, if no decision is rendered, the grievance shall be deemed denied.

Step 3 - Grievance Panel - Within five (5) working days after disposition of a grievance at the Step 2 level, the Union may request, in writing, that the grievance be advanced to the Grievance Panel. The grievance shall be referred to the next meeting of the Grievance Panel consisting of not more than three (3) Union representatives, and not more than three (3) City representatives. The Grievance Panel will meet monthly to settle unresolved grievances, if any, except for discharges or suspensions of five (5) days or more and, in that event, the panel will convene within five (5) days.

Step 4 - In the event the last step fails to settle the complaint, grievances other than those involving discipline shall be referred to the Federal Mediation and Conciliation Service upon the request of the Union.

- A. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within five (5) days, the moving party may request the Federal Mediation and Conciliation Service to appoint an arbitrator who shall have authority to hear and decide the case.
- B. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitrator shall be borne by both parties equally. The decision of the arbitrator shall be rendered without undue delay, and all subsequent settlements made in the Grievance Procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.
- C. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than ten (10) calendar days after knowledge of alleged grievance. No economic benefits will be paid ten (10) calendar days prior to the date of Step 1 of alleged grievance.

POSITION							
CIVIL ENGINEER I							
Annual	58,570	60,034	61,522	63,690	64,644	66,259	68,421
Hourly	30.036	30.787	31.550	32.662	33.151	33.979	35.088
Bi-weekly	2252.70	2309.03	2366.25	2449.65	2486.33	2548.43	2631.60
CIVIL ENGINEER II							
Annual	71,604	73,386	75,231	77,112	79,041	81,016	83,656
Hourly	36.720	37.634	38.580	39.545	40.534	41.547	42.901
Bi-weekly	2754.00	2822.55	2893.50	2965.88	3040.05	3116.03	3217.58
CIVIL ENGINEER III							
Annual	87,533	89,719	91,997	93,373	96,651	99,069	102,285
Hourly	44.889	46.010	47.178	47.884	49.565	50.805	52.454
Bi-weekly	3366.68	3450.75	3538.35	3591.30	3717.38	3810.38	3934.05
GIS/CAD COORDINATOR							
Annual	71,604	73,386	75,231	77,112	79,041	81,016	83,656
Hourly	36.720	37.634	38.580	39.545	40.534	41.547	42.901
Bi-weekly	2754.00	2822.55	2893.50	2965.88	3040.05	3116.03	3217.58
APPRAISER AIDE							
Annual	48,030	49,223	50,460	51,723	53,014	54,342	56,113
Hourly	24.631	25.243	25.877	26.525	27.187	27.868	28.776
Bi-weekly	1847.33	1893.23	1940.78	1989.38	2039.03	2090.10	2158.20
FACILITIES MAINT. MECHANIC (40 hour week)							
Annual	47,864	48,994	50,165	51,353	52,582	53,834	55,525
Hourly	23.012	23.555	24.118	24.689	25.280	25.882	26.695
Bi-weekly	1840.96	1884.40	1929.44	1975.12	2022.40	2070.56	2135.60
PRINTING TECHNICIAN I							
Annual	42,556	43,607	44,701	45,828	46,961	48,141	49,713
Hourly	21.824	22.363	22.924	23.502	24.083	24.688	25.494
Bi-weekly	1636.80	1677.23	1719.30	1762.65	1806.23	1851.60	1912.05
INSPECTORS (40 hour week)							
Annual	71,013	72,791	74,611	76,477	78,969	0	0
Hourly	34.141	34.996	35.871	36.768	37.966	0.000	0.000
Bi-weekly	2731.28	2799.68	2869.68	2941.44	3037.28	0.00	0.00
INSPECTORS (37 1/2 hour week)							
Annual	66,574	68,242	69,948	71,697	74,033	0	0
Hourly	34.141	34.996	35.871	36.768	37.966	0.000	0.000
Bi-weekly	2560.58	2624.70	2690.33	2757.60	2847.45	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (40 hour week)							
Annual	82,295	84,362	87,110	0	0	0	0
Hourly	39.565	40.559	41.880	0.000	0.000	0.000	0.000
Bi-weekly	3165.20	3244.72	3350.40	0.00	0.00	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (37 1/2 hour week)							
Annual	77,151	79,090	81,666	0	0	0	0
Hourly	39.565	40.559	41.880	0.000	0.000	0.000	0.000
Bi-weekly	2967.38	3041.93	3141.00	0.00	0.00	0.00	0.00

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POSITION	2007	2008	2009	2010	2011	2012	2013
Hired after 7/1/91							
CUSTODIAN (con't)							
Annual	40,141	41,142	42,172	43,216	44,091	45,194	46,675
Hourly	19,299	19,780	20,275	20,777	21,198	21,728	22,440
Bi-weekly	1543.92	1582.40	1622.00	1662.16	1695.84	1738.24	1795.20
TECH. SERVICE COORDINATOR							
Annual	44,875	45,936	47,030	48,143	49,296	50,469	52,057
Hourly	23,013	23,557	24,118	24,689	25,280	25,882	26,696
Bi-weekly	1725.98	1766.78	1808.85	1851.68	1896.00	1941.15	2002.20
LIBRARY ASSISTANT II							
ADMINISTRATIVE ASSISTANT							
SENIOR ACCOUNT CLERK							
ELECTIONS ASSISTANT							
RISK MANAGEMENT ASSISTANT							
Annual	44,727	45,846	47,002	48,161	49,362	50,602	52,248
Hourly	22,937	23,511	24,104	24,698	25,314	25,950	26,794
Bi-weekly	1720.28	1763.33	1807.80	1852.35	1898.55	1946.25	2009.55
PRINTING TECHNICIAN II							
Annual	46,084	47,240	48,426	49,633	50,873	52,146	53,851
Hourly	23,633	24,226	24,834	25,453	26,089	26,742	27,616
Bi-weekly	1772.48	1816.95	1862.55	1908.98	1956.68	2005.65	2071.20
APPRAISER I							
LIBRARY CIRCUL. SUPERVISOR							
Annual	52,628	53,952	55,292	56,676	58,088	59,993	0
Hourly	26,989	27,668	28,355	29,065	29,789	30,766	0.000
Bi-weekly	2024.18	2075.10	2126.63	2179.88	2234.18	2307.45	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (40 hour week)							
Annual	62,932	64,504	66,121	67,789	69,467	71,732	0
Hourly	30,256	31,012	31,789	33,216	33,398	34,487	0.000
Bi-weekly	2420.48	2480.96	2543.12	2657.28	2671.84	2758.96	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (37 1/2 hour week)							
Annual	58,999	60,473	61,988	64,771	65,126	67,249	0
Hourly	30,256	31,012	31,789	33,216	33,398	34,487	0.000
Bi-weekly	2269.20	2325.90	2384.18	2491.20	2504.85	2586.53	0.00
APPRAISER II							
Annual	60,149	61,660	63,197	64,784	66,409	68,569	0
Hourly	30,846	31,621	32,409	33,223	34,056	35,164	0.000
Bi-weekly	2313.45	2371.58	2430.68	2491.73	2554.20	2637.30	0.00
APPRAISER III							
Annual	68,060	69,765	71,510	73,294	75,127	77,586	0
Hourly	34,903	35,777	36,672	37,587	38,527	39,788	0.000
Bi-weekly	2617.73	2683.28	2750.40	2819.03	2889.53	2984.10	0.00
ENGINEER AIDE							
Annual	49,781	50,709	51,665	52,630	53,617	54,625	55,647
Hourly	25,529	26,005	26,495	26,990	27,496	28,013	28,537
Bi-weekly	1914.68	1950.38	1987.13	2024.25	2062.20	2100.98	2140.28
ENGINEER AIDE (con't)							
Annual	56,688	57,747	58,825	59,933	61,056	62,195	63,361
Hourly	29,071	29,614	30,167	30,735	31,311	31,895	32,493
Bi-weekly	2180.33	2221.05	2262.53	2305.13	2348.33	2392.13	2436.98
ENGINEER AIDE (con't)							
Annual	64,546	65,759	66,988	68,242	69,521	71,354	0
Hourly	33,101	33,723	34,353	34,996	35,652	36,592	0.000
Bi-weekly	2482.58	2529.23	2576.48	2624.70	2673.90	2744.40	0.00

D. Within 30 days of requesting arbitration, the parties (City and Union) shall mutually agree to meet, discuss and exchange a completed Pre-Arbitration form and copies of all evidence.

1. At that time, the parties should arrange a mutual meeting to review the case and make any last minute changes.
 2. If such meeting fails to resolve the matter, the parties agree that only the items, witnesses and evidence presented at these pre-arbitration meetings can be presented at the Arbitration Hearing. Evidence disclosed or made known after this meeting, including rebuttal evidence is exempt from this language. The discovering party must immediately notify the other party of the existence of this evidence.
 3. It is further agreed that the Union will present its case first at arbitration in cases regarding contract violations; and that in cases of discipline and rates for new positions, that the City shall present its case first.
- D. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City; but the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.
- E. The arbitrator shall have no authority to require the City to purchase buildings, equipment or material.
1. **Power of Arbitrator.** It shall be the function of the arbitrator who shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of specific terms and provisions of this Agreement.
 - a. He shall have no power to add to, or subtract from, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to establish wage scales.
 - c. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.
 - d. He shall have no power to decide any questions which, under this Agreement, is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the agreement that there will be no interference with such responsibilities except as may be specifically conditioned by this Agreement.

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- (1) In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- (2) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employees or employee involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue.
- (3) The fees and expenses of an arbitrator shall be shared by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

F. Claims for Back Pay

1. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed, provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving such pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee filed the grievance within five (5) working days after receipt of such pay.
2. All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned less any unemployment or other compensation that may have been received from any source during the period covered by the claim for back pay. For purposes of this section, any compensation earned from a source from which the employee earned income prior to the action giving rise to the claim for back pay shall be exempt from this limit.
3. No decision in any one case shall require a retroactive wage adjustment in any other case.

Example: An employee earned income from a second source prior to the disciplinary action. Such income earned during the disciplinary action will not be considered when computing the City's liability toward the employee.

POSITION	2007	2008	2009	2010	2011	2012	2013
CLERK TYPIST							
Annual	30,248	31,322	32,405	33,481	34,561	35,646	36,728
Hourly	15.512	16.063	16.618	17.170	17.724	18.280	18.835
Bi-weekly	1163.40	1204.73	1246.35	1287.75	1329.30	1371.00	1412.63
CLERK TYPIST (con't)							
Annual	37,633	38,571	39,536	40,515	41,336	42,369	43,430
Hourly	19.299	19.780	20.275	20.777	21.198	21.728	22.272
Bi-weekly	1447.43	1483.50	1520.63	1558.28	1589.85	1629.60	1670.40
CLERK TYPIST (con't)							
	44,411	0	0	0	0	0	0
	22.775	0.000	0.000	0.000	0.000	0.000	0.000
	1708.13	0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT CLERK							
Annual	37,447	38,387	39,343	40,515	41,533	42,578	43,648
Hourly	19.204	19.686	20.176	20.777	21.299	21.835	22.384
Bi-weekly	1440.30	1476.45	1513.20	1558.28	1597.43	1637.63	1678.80
ACCOUNT CLERK (con't)							
Annual	44,738	45,856	47,353	0	0	0	0
Hourly	22.943	23.516	24.284	0.000	0.000	0.000	0.000
Bi-weekly	1720.73	1763.70	1821.30	0.00	0.00	0.00	0.00
LEAD BUS DRIVER							
Annual	34,942	35,819	36,712	37,633	38,571	39,536	43,430
Hourly	17.919	18.369	18.827	19.299	19.780	20.275	22.272
Bi-weekly	1343.93	1377.68	1412.03	1447.43	1483.50	1520.63	1670.40
LEAD BUS DRIVER (con't)							
Annual	44,514	45,624	47,115	0	0	0	0
Hourly	22.828	23.397	24.162	0.000	0.000	0.000	0.000
Bi-weekly	1712.10	1754.78	1812.15	0.00	0.00	0.00	0.00
LIBRARY CLERK							
Annual	37,447	38,387	39,343	40,327	41,336	42,365	44,411
Hourly	19.204	19.686	20.176	20.681	21.198	21.726	22.775
Bi-weekly	1440.30	1476.45	1513.20	1551.08	1589.85	1629.45	1708.13
MANAGEMENT ASSISTANT							
Annual	46,289	47,453	48,646	49,851	51,090	52,371	54,077
Hourly	23.738	24.335	24.947	25.565	26.200	26.857	27.732
Bi-weekly	1780.35	1825.13	1871.03	1917.38	1965.00	2014.28	2079.90
SENIOR CLERK							
PROGRAM & SERVICES ASSISTANT							
Annual	40,515	41,533	42,578	43,648	44,738	45,856	47,353
Hourly	20.777	21.299	21.835	22.384	22.943	23.516	24.284
Bi-weekly	1558.28	1597.43	1637.63	1678.80	1720.73	1763.70	1821.30
LIBRARY ASSISTANT I							
Annual	41,540	42,576	43,641	44,731	45,852	47,000	48,531
Hourly	21.303	21.834	22.380	22.939	23.514	24.103	24.888
Bi-weekly	1597.73	1637.55	1678.50	1720.43	1763.55	1807.73	1866.60
Hired before 7/1/91							
CUSTODIAN (40 hour week)							
Annual	45,393	46,515	47,681	48,884	50,092	51,351	53,027
Hourly	21.824	22.363	22.924	23.502	24.083	24.688	25.494
Bi-weekly	1745.92	1789.04	1833.92	1880.16	1926.64	1975.04	2039.52
Hired after 7/1/91							
CUSTODIAN (40 hour week)							
Annual	32,264	33,411	34,565	35,713	36,865	38,022	39,176
Hourly	15.512	16.063	16.618	17.170	17.724	18.280	18.835
Bi-weekly	1240.96	1285.04	1329.44	1373.60	1417.92	1462.40	1506.80

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POSITION	2007	2008	2009	2010	2011	2012	2013
CIVIL ENGINEER I							
Annual	56,863	58,285	59,730	61,836	62,760	64,328	66,428
Hourly	29.161	29.890	30.631	31.711	32.185	32.989	34.066
Bi-weekly	2187.08	2241.75	2297.33	2378.33	2413.88	2474.18	2554.95
CIVIL ENGINEER II							
Annual	69,517	71,249	73,039	74,866	76,738	78,657	81,219
Hourly	35.650	36.538	37.456	38.393	39.353	40.337	41.651
Bi-weekly	2673.75	2740.35	2809.20	2879.48	2951.48	3025.28	3123.83
CIVIL ENGINEER III							
Annual	84,984	87,106	89,317	90,653	93,835	96,183	99,305
Hourly	43.582	44.670	45.804	46.489	48.121	49.325	50.926
Bi-weekly	3268.65	3350.25	3435.30	3486.68	3609.08	3699.38	3819.45
GIS/CAD COORDINATOR							
Annual	69,517	71,249	73,039	74,866	76,738	78,657	81,219
Hourly	35.650	36.538	37.456	38.393	39.353	40.337	41.651
Bi-weekly	2673.75	2740.35	2809.20	2879.48	2951.48	3025.28	3123.83
APPRAISER AIDE							
Annual	46,632	47,790	48,989	50,216	51,470	52,759	54,479
Hourly	23.914	24.508	25.123	25.752	26.395	27.056	27.938
Bi-weekly	1793.55	1838.10	1884.23	1931.40	1979.63	2029.20	2095.35
FACILITIES MAINT. MECHANIC (40 hour week)							
Annual	46,471	47,567	48,705	49,857	51,051	52,266	53,907
Hourly	22.342	22.869	23.416	23.970	24.544	25.128	25.917
Bi-weekly	1787.36	1829.52	1873.28	1917.60	1963.52	2010.24	2073.36
PRINTING TECHNICIAN I							
Annual	41,316	42,338	43,399	44,493	45,594	46,739	48,264
Hourly	21.188	21.712	22.256	22.817	23.382	23.969	24.751
Bi-weekly	1589.10	1628.40	1669.20	1711.28	1753.65	1797.68	1856.33
INSPECTORS (40 hour week)							
Annual	68,945	70,672	72,438	74,249	76,668	0	0
Hourly	33.147	33.977	34.826	35.697	36.860	0.000	0.000
Bi-weekly	2651.76	2718.16	2786.08	2855.76	2948.80	0.00	0.00
INSPECTORS (37 1/2 hour week)							
Annual	64,636	66,255	67,910	69,609	71,877	0	0
Hourly	33.147	33.977	34.826	35.697	36.860	0.000	0.000
Bi-weekly	2486.03	2548.28	2611.95	2677.28	2764.50	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (40 hour week)							
Annual	79,899	81,906	84,572	0	0	0	0
Hourly	38.413	39.378	40.660	0.000	0.000	0.000	0.000
Bi-weekly	3073.04	3150.24	3252.80	0.00	0.00	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (37 1/2 hour week)							
Annual	74,905	76,787	79,287	0	0	0	0
Hourly	38.413	39.378	40.660	0.000	0.000	0.000	0.000
Bi-weekly	2880.98	2953.35	3049.50	0.00	0.00	0.00	0.00

H. **Time Limit** Any grievance not advanced to the next step by the Union within the time limit in that step, or if no time limit is specified, within ten (10) calendar days, shall be deemed settled by last response of Employer. If time limits are extended by the City and the Union in writing, then the new date shall prevail.

ARTICLE 8

Election of Remedies

8.1 When the same remedies are available for dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

8.2 If any employee elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

8.3 Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the courts to compel compliance with agreement terms and with the grievance procedure by request for injunctive or other relief.

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ARTICLE 9

Reclassification Process

9.1 All requests for reclassification will be forwarded to the Chief Steward of the Union beginning the first work day and ending the last work day in October of each year. The Steward will retain one copy for the Union file, provide a copy to the employee seeking reclassification, and submit one copy to the Human Resources Office.

9.2 The City will contract with the Michigan Municipal League (MML) to review all reclassification requests. The MML review will consist of the following: job description review and update, internal point factor analysis, and market survey. The Union and City agree to abide by the recommendations presented by the MML.

9.3 All requests will be acted upon by February 1 of the following year. If the request is not acted upon by February 1, the request will be automatically granted. If the reclassification request is granted, the new classification and corresponding wage will be effective February 1.

9.4 An employee may only appeal a reclassification request 24 months or more from the date the previous request was submitted.

POSITION							
Hired after 7/1/91							
CUSTODIAN (con't)							
Annual	38,972	39,944	40,942	41,957	42,808	43,877	45,314
Hourly	18.737	19.204	19.684	20.172	20.581	21.095	21.786
Bi-weekly	1498.96	1536.32	1574.72	1613.76	1646.48	1687.60	1742.88
TECH. SERVICE COORDINATOR							
Annual	43,568	44,598	45,661	46,741	47,860	48,999	50,540
Hourly	22.343	22.871	23.416	23.970	24.544	25.128	25.918
Bi-weekly	1675.73	1715.33	1756.20	1797.75	1840.80	1884.60	1943.85
LIBRARY ASSISTANT II							
ADMINISTRATIVE ASSISTANT							
SENIOR ACCOUNT CLERK							
ELECTIONS ASSISTANT							
RISK MANAGEMENT ASSISTANT							
Annual	43,424	44,510	45,633	46,799	47,925	49,128	50,727
Hourly	22.269	22.826	23.402	23.979	24.577	25.194	26.014
Bi-weekly	1670.18	1711.95	1755.15	1798.43	1843.28	1889.55	1951.05
PRINTING TECHNICIAN II							
Annual	44,742	45,864	47,016	48,188	49,391	50,627	52,283
Hourly	22.945	23.520	24.111	24.712	25.329	25.963	26.812
Bi-weekly	1720.88	1764.00	1808.33	1853.40	1899.68	1947.23	2010.90
APPRAISER I							
LIBRARY CIRCUL. SUPERVISOR							
Annual	51,095	52,380	53,681	55,025	56,395	58,246	0
Hourly	26.203	26.862	27.529	28.218	28.921	29.870	0.000
Bi-weekly	1965.23	2014.65	2064.68	2116.35	2169.08	2240.25	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (40 hour week)							
Annual	61,100	62,626	64,195	67,077	67,444	69,644	0
Hourly	29.375	30.109	30.863	32.249	32.425	33.483	0.000
Bi-weekly	2350.00	2408.72	2469.04	2579.92	2594.00	2678.64	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (37 1/2 hour week)							
Annual	57,281	58,712	60,182	62,885	63,228	65,291	0
Hourly	29.375	30.109	30.863	32.249	32.425	33.483	0.000
Bi-weekly	2203.13	2258.18	2314.73	2418.68	2431.88	2511.23	0.00
APPRAISER II							
Annual	58,398	59,865	61,356	62,897	64,474	66,573	0
Hourly	29.948	30.700	31.465	32.255	33.064	34.140	0.000
Bi-weekly	2246.10	2302.50	2359.88	2419.13	2479.80	2560.50	0.00
APPRAISER III							
Annual	66,077	67,733	69,427	71,159	72,939	75,326	0
Hourly	33.886	34.735	35.604	36.492	37.405	38.629	0.000
Bi-weekly	2541.45	2605.13	2670.30	2736.90	2805.38	2897.18	0.00
ENGINEER AIDE							
Annual	48,330	49,233	50,159	51,097	52,055	53,034	54,026
Hourly	24.785	25.248	25.723	26.204	26.695	27.197	27.706
Bi-weekly	1858.88	1893.60	1929.23	1965.30	2002.13	2039.78	2077.95
ENGINEER AIDE (con't)							
Annual	55,036	56,064	57,111	58,188	59,278	60,383	61,516
Hourly	28.224	28.751	29.288	29.840	30.399	30.966	31.547
Bi-weekly	2116.80	2156.33	2196.60	2238.00	2279.93	2322.45	2366.03
ENGINEER AIDE (con't)							
Annual	62,667	63,844	65,036	66,255	67,497	69,275	0
Hourly	32.137	32.741	33.352	33.977	34.614	35.226	0.000
Bi-weekly	2410.28	2455.58	2501.40	2548.28	2596.05	2664.45	0.00

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POSITION							
CLERK TYPIST							
Annual	29,367	30,410	31,461	32,506	33,555	34,608	35,657
Hourly	15.060	15.595	16.134	16.670	17.208	17.748	18.286
Bi-weekly	1129.50	1169.63	1210.05	1250.25	1290.60	1331.10	1371.45
CLERK TYPIST (con't)							
Annual	36,537	37,447	38,383	39,335	40,132	41,135	42,164
Hourly	18.737	19.204	19.684	20.172	20.581	21.095	21.623
Bi-weekly	1405.28	1440.30	1476.30	1512.90	1543.58	1582.13	1621.73
CLERK TYPIST (con't)							
	43,118	0	0	0	0	0	0
	22.112	0.000	0.000	0.000	0.000	0.000	0.000
	1658.40	0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT CLERK							
Annual	36,357	37,270	38,196	39,335	40,324	41,338	42,377
Hourly	18.645	19.113	19.588	20.172	20.679	21.199	21.732
Bi-weekly	1398.38	1433.48	1469.10	1512.90	1550.93	1589.93	1629.90
ACCOUNT CLERK (con't)							
Annual	43,436	44,520	45,975	0	0	0	0
Hourly	22.275	22.831	23.577	0.000	0.000	0.000	0.000
Bi-weekly	1670.63	1712.33	1768.28	0.00	0.00	0.00	0.00
LEAD BUS DRIVER							
Annual	33,924	34,776	35,644	36,537	37,447	38,383	42,164
Hourly	17.397	17.834	18.279	18.737	19.204	19.684	21.623
Bi-weekly	1304.78	1337.55	1370.93	1405.28	1440.30	1476.30	1621.73
LEAD BUS DRIVER (con't)							
Annual	43,217	44,296	45,743	0	0	0	0
Hourly	22.163	22.716	23.458	0.000	0.000	0.000	0.000
Bi-weekly	1662.23	1703.70	1759.35	0.00	0.00	0.00	0.00
LIBRARY CLERK							
Annual	36,357	37,270	38,196	39,154	40,132	41,131	43,118
Hourly	18.645	19.113	19.588	20.079	20.581	21.093	22.112
Bi-weekly	1398.38	1433.48	1469.10	1505.93	1543.58	1581.98	1658.40
MANAGEMENT ASSISTANT							
Annual	44,941	46,070	47,229	48,399	49,602	50,846	52,501
Hourly	23.047	23.626	24.220	24.820	25.437	26.075	26.924
Bi-weekly	1728.53	1771.95	1816.50	1861.50	1907.78	1955.63	2019.30
SENIOR CLERK PROGRAM & SERVICES ASSISTANT							
Annual	39,335	40,324	41,338	42,377	43,436	44,520	45,975
Hourly	20.172	20.679	21.199	21.732	22.275	22.831	23.577
Bi-weekly	1512.90	1550.93	1589.93	1629.90	1670.63	1712.33	1768.28
LIBRARY ASSISTANT I							
Annual	40,331	41,336	42,369	43,428	44,516	45,631	47,117
Hourly	20.683	21.198	21.728	22.271	22.829	23.401	24.163
Bi-weekly	1551.23	1589.85	1629.60	1670.33	1712.18	1755.08	1812.23
Hired before 7/1/91							
CUSTODIAN (40 hour week)							
Annual	44,071	45,160	46,292	47,459	48,634	49,855	51,482
Hourly	21.188	21.712	22.256	22.817	23.382	23.969	24.751
Bi-weekly	1695.04	1736.96	1780.48	1825.36	1870.56	1917.52	1980.08
Hired after 7/1/91							
CUSTODIAN (40 hour week)							
Annual	31,324	32,437	33,558	34,673	35,792	36,915	38,034
Hourly	15.060	15.595	16.134	16.670	17.208	17.748	18.286
Bi-weekly	1204.80	1247.60	1290.72	1333.60	1376.64	1419.84	1462.88

ARTICLE 10

Discipline

10.1 The Union will be notified of any discipline given to employees in the bargaining unit other than verbal reprimands.

10.2 A written reprimand shall be removed from an employee's file after a period of not receiving any disciplines:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infractions involving loss of time or wages equaling three (3) days or less.
- C. Four (4) years for incidents or infractions involving a loss of time or wages greater than three (3) days.

ARTICLE 11

Stewards

The Employer recognizes the right of the Union to designate job stewards and alternates, one chief steward and one alternate steward. In order to provide availability to membership, one of the stewards must be physically present in the City Hall building during shift hours. Employees shall be represented by the steward who must be a regular employee. The authority of the job steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- 1. The investigation and presentation of grievances with the Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement.
- 2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the Employer's business.

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With the supervisor's permission, the Stewards may be absent in accordance with the terms of this section to investigate and present grievances to the Employer during work hours without loss of time or pay. The supervisor will grant permission within reason and provide sufficient time to the stewards to leave work for these purposes. The privilege of stewards leaving work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse will be a proper subject for disciplinary action by the Employer.

The Stewards shall be the last to be laid off in the event of reduction of the work force.

The authority of the Union shall be limited to acts or functions which said Stewards are authorized to perform by this Agreement.

ARTICLE 12

Union Leave of Absence

12.1 The Employer shall give reasonable time off up to thirty (30) days without discrimination of loss of seniority rights or other benefits, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities; however, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

12.2 Bargaining unit members of the Negotiating Committee shall be allowed to meet with the Employer to discuss the contract during work hours, without loss of time or pay.

12.3 The Union shall be allowed up to forty (40) hours per fiscal year to be used for Union related activities. The use of these forty (40) hours shall require at least seven (7) days prior notice and must be approved by the Human Resources Director and the employee's supervisor. In the event the forty (40) hours is not used during the fiscal year, any unused hours shall be forfeited.

POSITION							
CIVIL ENGINEER I							
Annual	55,208	56,587	57,991	60,034	60,933	62,454	64,494
Hourly	28.312	29.019	29.739	30.787	31.248	32.028	33.074
Bi-weekly	2123.40	2176.43	2230.43	2309.03	2343.60	2402.10	2480.55
CIVIL ENGINEER II							
Annual	67,493	69,174	70,911	72,686	74,503	76,365	78,854
Hourly	34.612	35.474	36.365	37.275	38.207	39.162	40.438
Bi-weekly	2595.90	2660.55	2727.38	2795.63	2865.53	2937.15	3032.85
CIVIL ENGINEER III							
Annual	82,510	84,569	86,716	88,013	91,102	93,381	96,413
Hourly	42.313	43.369	44.470	45.135	46.719	47.888	49.443
Bi-weekly	3173.48	3252.68	3335.25	3385.13	3503.93	3591.60	3708.23
GIS/CAD COORDINATOR							
Annual	67,493	69,174	70,911	72,686	74,503	76,365	78,854
Hourly	34.612	35.474	36.365	37.275	38.207	39.162	40.438
Bi-weekly	2595.90	2660.55	2727.38	2795.63	2865.53	2937.15	3032.85
APPRAISER AIDE							
Annual	45,273	46,398	47,562	48,753	49,970	51,222	52,891
Hourly	23.217	23.794	24.391	25.002	25.626	26.268	27.124
Bi-weekly	1741.28	1784.55	1829.33	1875.15	1921.95	1970.10	2034.30
FACILITIES MAINT. MECHANIC (40 hour week)							
Annual	45,117	46,182	47,286	48,405	49,564	50,743	52,336
Hourly	21.691	22.203	22.734	23.272	23.829	24.396	25.162
Bi-weekly	1735.28	1776.24	1818.72	1861.76	1906.32	1951.68	2012.96
PRINTING TECHNICIAN I							
Annual	40,113	41,106	42,135	43,196	44,266	45,378	46,858
Hourly	20.571	21.080	21.608	22.152	22.701	23.271	24.030
Bi-weekly	1542.83	1581.00	1620.60	1661.40	1702.58	1745.33	1802.25
INSPECTORS (40 hour week)							
Annual	66,938	68,612	70,328	72,086	74,434	0	0
Hourly	32.182	32.987	33.812	34.657	35.786	0.000	0.000
Bi-weekly	2574.56	2638.96	2704.96	2772.56	2862.88	0.00	0.00
INSPECTORS (37 1/2 hour week)							
Annual	62,754	64,324	65,933	67,581	69,782	0	0
Hourly	32.182	32.987	33.812	34.657	35.786	0.000	0.000
Bi-weekly	2413.65	2474.03	2535.90	2599.28	2683.95	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (48 hour week)							
Annual	77,571	79,520	82,110	0	0	0	0
Hourly	37.294	38.231	39.476	0.000	0.000	0.000	0.000
Bi-weekly	2983.52	3058.48	3158.08	0.00	0.00	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (37 1/2 hour week)							
Annual	72,723	74,550	76,978	0	0	0	0
Hourly	37.294	38.231	39.476	0.000	0.000	0.000	0.000
Bi-weekly	2797.05	2867.33	2960.70	0.00	0.00	0.00	0.00

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3%

POSITION							
Hired after 7/1/91							
CUSTODIAN (con't)							
Annual	37,837	38,781	39,750	40,734	41,562	42,600	43,994
Hourly	18.191	18.645	19.111	19.584	19.982	20.481	21.151
Bi-weekly	1455.28	1491.60	1528.88	1566.72	1598.56	1638.48	1692.08
TECH. SERVICE COORDINATOR							
Annual	42,299	43,299	44,331	45,380	46,466	47,572	49,067
Hourly	21.692	22.205	22.734	23.272	23.829	24.396	25.163
Bi-weekly	1626.90	1665.38	1705.05	1745.40	1787.18	1829.70	1887.23
LIBRARY ASSISTANT II							
ADMINISTRATIVE ASSISTANT							
SENIOR ACCOUNT CLERK							
ELECTIONS ASSISTANT							
RISK MANAGEMENT ASSISTANT							
Annual	42,159	43,213	44,304	45,397	46,528	47,697	49,249
Hourly	21.620	22.161	22.720	23.281	23.861	24.460	25.256
Bi-weekly	1621.50	1662.08	1704.00	1746.08	1789.58	1834.50	1894.20
PRINTING TECHNICIAN II							
Annual	43,440	44,528	45,647	46,784	47,952	49,153	50,760
Hourly	22.277	22.835	23.409	23.992	24.591	25.207	26.031
Bi-weekly	1670.78	1712.63	1755.68	1799.40	1844.33	1890.53	1952.33
APPRAISER I							
LIBRARY CIRCUL. SUPERVISOR							
Annual	49,608	50,856	52,117	53,422	54,754	56,550	0
Hourly	25.440	26.080	26.727	27.396	28.079	29.000	0.000
Bi-weekly	1908.00	1956.00	2004.53	2054.70	2105.93	2175.00	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (40 hour week)							
Annual	59,319	60,802	62,325	63,824	65,480	67,616	0
Hourly	28.519	29.232	29,964	31,310	31,481	32,508	0.000
Bi-weekly	2281.52	2338.56	2397.12	2504.80	2518.48	2600.64	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (37 1/2 hour week)							
Annual	55,612	57,002	58,429	61,054	61,387	63,390	0
Hourly	28.519	29,232	29,964	31,310	31,481	32,508	0.000
Bi-weekly	2138.93	2192.40	2247.30	2348.25	2361.08	2438.10	0.00
APPRAISER II							
Annual	56,698	58,121	59,570	61,066	62,596	64,634	0
Hourly	29.076	29.806	30.549	31.316	32.101	33.146	0.000
Bi-weekly	2180.70	2235.45	2291.18	2348.70	2407.58	2485.95	0.00
APPRAISER III							
Annual	64,153	65,759	67,405	69,086	70,816	73,132	0
Hourly	32.899	33.723	34.567	35.429	36.316	37.504	0.000
Bi-weekly	2467.43	2529.23	2592.53	2657.18	2723.70	2812.80	0.00
ENGINEER AIDE							
Annual	46,922	47,800	48,699	49,609	50,538	51,489	52,453
Hourly	24.063	24.513	24.974	25.441	25.917	26.405	26.899
Bi-weekly	1804.73	1838.48	1873.05	1908.08	1943.78	1980.38	2017.43
ENGINEER AIDE (con't)							
Annual	53,433	54,432	55,448	56,493	57,552	58,624	59,724
Hourly	27.402	27.914	28.435	28.971	29.514	30.064	30.628
Bi-weekly	2055.15	2093.55	2132.63	2172.83	2213.55	2254.80	2297.10
ENGINEER AIDE (con't)							
Annual	60,841	61,984	63,142	64,324	65,531	67,257	0
Hourly	31.201	31.787	32.381	32.987	33.606	34.491	0.000
Bi-weekly	2340.08	2384.03	2428.58	2474.03	2520.45	2586.83	0.00

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ARTICLE 13

Limitation of Authority and Liability

13.1 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. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or interference of the operations and services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement.

13.2 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge after 24 hours) any or all employees who violate this article, and such action shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 14

Interference With Work

The City will not lock out any employee during the terms of this Agreement. This lockout provision shall not apply in the event of a strike. If any employee is unable to work because equipment or facilities are not available, such inability to work shall not be deemed a lockout under the provisions of this section, and the employee will suffer no loss of wages or benefits unless formally laid off because of such inability to work. Any alleged violation of this article will be subject to an immediate hearing of the grievance panel, Step 3 of the Grievance Procedure.

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ARTICLE 15

Equipment, Accidents, and Reports

15.1 Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting the next shift, shall make out an accident report in writing on forms furnished by the Employer 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 Employer.

15.2 It is the duty of the employee who shall immediately or at the end of the shift report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, the matter shall be taken up with the Safety Committee which will take the matter up with the Employer.

ARTICLE 16

Safety Committee

16.1 The Employer shall consider the personal safety of the employees in establishing operational procedures.

16.2 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters on safety and safety rules.

16.3 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 perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up and unsafe before it is checked and released by the supervisor.

POSITION							
CLERK TYPIST							
Annual	28,510	29,524	30,544	31,558	32,578	33,600	34,618
Hourly	14.621	15.141	15.664	16.184	16.707	17.231	17.753
Bi-weekly	1096.58	1135.58	1174.80	1213.80	1253.03	1292.33	1331.48
CLERK TYPIST (con't)							
Annual	35,472	36,357	37,266	38,188	38,964	39,937	40,936
Hourly	18.191	18.645	19.111	19.584	19.982	20.481	20.993
Bi-weekly	1364.33	1398.38	1433.33	1468.80	1498.65	1536.08	1574.48
CLERK TYPIST (con't)							
	41,862	0	0	0	0	0	0
	21,468	0.000	0.000	0.000	0.000	0.000	0.000
	1610.10	0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT CLERK							
Annual	35,298	36,184	37,083	38,188	39,150	40,134	41,143
Hourly	18.102	18.556	19.017	19.584	20.077	20.582	21.099
Bi-weekly	1357.65	1391.70	1426.28	1468.80	1505.78	1543.65	1582.43
ACCOUNT CLERK (con't)							
Annual	42,170	43,223	44,635	0	0	0	0
Hourly	21.626	22.166	22.890	0.000	0.000	0.000	0.000
Bi-weekly	1621.95	1662.45	1716.75	0.00	0.00	0.00	0.00
LEAD BUS DRIVER							
Annual	32,935	33,764	34,606	35,472	36,357	37,266	40,936
Hourly	16.890	17.315	17.747	18.191	18.645	19.111	20.993
Bi-weekly	1266.75	1298.63	1331.03	1364.33	1398.38	1433.33	1574.48
LEAD BUS DRIVER (con't)							
Annual	41,958	43,005	44,411	0	0	0	0
Hourly	21.517	22.054	22.775	0.000	0.000	0.000	0.000
Bi-weekly	1613.78	1654.05	1708.13	0.00	0.00	0.00	0.00
LIBRARY CLERK							
Annual	35,298	36,184	37,083	38,013	38,964	39,934	41,862
Hourly	18.102	18.556	19.017	19.494	19.982	20.479	21.468
Bi-weekly	1357.65	1391.70	1426.28	1462.05	1498.65	1535.93	1610.10
MANAGEMENT ASSISTANT							
Annual	43,633	44,729	45,854	46,989	48,157	49,366	50,973
Hourly	22.376	22.938	23.515	24.097	24.696	25.316	26.140
Bi-weekly	1678.20	1720.35	1763.63	1807.28	1852.20	1898.70	1960.50
SENIOR CLERK PROGRAM & SERVICES ASSISTANT							
Annual	38,188	39,150	40,134	41,143	42,170	43,223	44,635
Hourly	19.584	20.077	20.582	21.099	21.626	22.166	22.890
Bi-weekly	1468.80	1505.78	1543.65	1582.43	1621.95	1662.45	1716.75
LIBRARY ASSISTANT I							
Annual	39,157	40,132	41,135	42,162	43,219	44,302	45,745
Hourly	20.081	20.581	21.095	21.622	22.164	22.719	23.459
Bi-weekly	1506.08	1543.58	1582.13	1621.65	1662.30	1703.93	1759.43
Hired before 7/1/91 CUSTODIAN (40 hour week)							
Annual	42,787	43,846	44,944	46,076	47,218	48,403	49,982
Hourly	20.571	21.080	21.608	22.152	22.701	23.271	24.030
Bi-weekly	1645.68	1686.40	1728.64	1772.16	1816.08	1861.68	1922.40
Hired after 7/1/91 CUSTODIAN (40 hour week)							
Annual	30,411	31,493	32,581	33,662	34,750	35,840	36,926
Hourly	14.621	15.141	15.664	16.184	16.707	17.231	17.753
Bi-weekly	1169.68	1211.28	1253.12	1294.72	1336.56	1378.48	1420.24

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PROSTRO							
CIVIL ENGINEER I							
Annual	53,599	54,939	56,302	58,285	59,159	60,635	62,616
Hourly	27.487	28.174	28.873	29.890	30.338	31.095	32.111
Bi-weekly	2061.53	2113.05	2165.48	2241.75	2275.35	2332.13	2408.33
CIVIL ENGINEER II							
Annual	65,527	67,159	68,846	70,568	72,333	74,140	76,557
Hourly	33.604	34.441	35.306	36.189	37.094	38.021	39.260
Bi-weekly	2520.30	2583.08	2647.95	2714.18	2782.05	2851.58	2944.50
CIVIL ENGINEER III							
Annual	80,107	82,106	84,191	85,449	88,448	90,661	93,605
Hourly	41.081	42.106	43.175	43.820	45.358	46.493	48.003
Bi-weekly	3081.08	3157.95	3238.13	3286.50	3401.85	3486.98	3600.23
GIS/CAD COORDINATOR							
Annual	65,527	67,159	68,846	70,568	72,333	74,140	76,557
Hourly	33.604	34.441	35.306	36.189	37.094	38.021	39.260
Bi-weekly	2520.30	2583.08	2647.95	2714.18	2782.05	2851.58	2944.50
APPRAISER AIDE							
Annual	43,954	45,046	46,177	47,334	48,516	49,730	51,351
Hourly	22.541	23.101	23.681	24.274	24.880	25.503	26.334
Bi-weekly	1690.58	1732.58	1776.08	1820.55	1866.00	1912.73	1975.05
FACILITIES MAINT. MECHANIC (40 hour week)							
Annual	43,802	44,836	45,909	46,995	48,120	49,264	50,812
Hourly	21.059	21.556	22.072	22.594	23.135	23.685	24.429
Bi-weekly	1684.72	1724.48	1765.76	1807.52	1850.80	1894.80	1954.32
PRINTING TECHNICIAN I							
Annual	38,945	39,908	40,909	41,938	42,978	44,056	45,493
Hourly	19.972	20.466	20.979	21.507	22.040	22.593	23.330
Bi-weekly	1497.90	1534.95	1573.43	1613.03	1653.00	1694.48	1749.75
INSPECTORS (40 hour week)							
Annual	64,989	66,614	68,280	69,987	72,267	0	0
Hourly	31.245	32.026	32.827	33.648	34.744	0.000	0.000
Bi-weekly	2499.60	2562.08	2626.16	2691.84	2779.52	0.00	0.00
INSPECTORS (37 1/2 hour week)							
Annual	60,927	62,450	64,012	65,613	67,750	0	0
Hourly	31.245	32.026	32.827	33.648	34.744	0.000	0.000
Bi-weekly	2343.38	2401.95	2462.03	2523.60	2605.80	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (40 hour week)							
Annual	75,312	77,203	79,718	0	0	0	0
Hourly	36.208	37.117	38.326	0.000	0.000	0.000	0.000
Bi-weekly	2896.64	2969.36	3066.08	0.00	0.00	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (37 1/2 hour week)							
Annual	70,605	72,378	74,735	0	0	0	0
Hourly	36.208	37.117	38.326	0.000	0.000	0.000	0.000
Bi-weekly	2715.60	2783.78	2874.45	0.00	0.00	0.00	0.00

ARTICLE 17

Military Service

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with seniority, at the current rate for such service if physically able to do work available, and further provided the employee reports for work within ninety (90) days of the date the employee is discharged from such service with the United States Government.

1. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon honorable discharge, and if physically fit to perform the duties of the position held prior to ending military service, such employees shall be reinstated to their former or comparable position provided that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of city service.
2. A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete probation and upon completing it, will have seniority equal to the time spent in the Armed Forces, plus ninety (90) days.
3. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 18

Management Rights

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but not without limiting the generality of foregoing the right to:

- A. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. Determine the number, location, and type of facilities and installations.
- E. Determine the size of the work force and increase or decrease its size.
- F. Hire, assign and lay off employees to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day.
- G. Permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency.
- H. Direct the work force, assign work and determine the number of employees assigned to operations.
- I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.
- J. Determine lunch, rest periods and clean-up times, the starting and quitting time, and the number of hours to be worked.
- K. Establish work schedules.

POSITION							
Hired after 7/1/91							
CUSTODIAN (con't)							
Annual	36,734	37,652	38,592	39,549	40,352	41,358	42,712
Hourly	17.661	18.102	18.554	19.014	19.400	19.884	20.535
Bi-weekly	1412.88	1448.16	1484.32	1521.12	1552.00	1590.72	1642.80
TECH. SERVICE COORDINATOR							
Annual	41,067	42,038	43,040	44,058	45,113	46,185	47,638
Hourly	21.060	21.558	22.072	22.594	23.135	23.685	24.430
Bi-weekly	1579.50	1616.85	1655.40	1694.55	1735.13	1776.38	1832.25
LIBRARY ASSISTANT II							
ADMINISTRATIVE ASSISTANT							
SENIOR ACCOUNT CLERK							
ELECTIONS ASSISTANT							
RISK MANAGEMENT ASSISTANT							
Annual	40,930	41,956	43,013	44,075	45,173	46,308	47,814
Hourly	20.990	21.516	22.058	22.603	23.166	23.748	24.520
Bi-weekly	1574.25	1613.70	1654.35	1695.23	1737.45	1781.10	1839.00
PRINTING TECHNICIAN II							
Annual	42,174	43,231	44,317	45,421	46,556	47,722	49,282
Hourly	21.628	22.170	22.727	23.293	23.875	24.473	25.273
Bi-weekly	1622.10	1662.75	1704.53	1746.98	1790.63	1835.48	1895.48
APPRAISER I							
LIBRARY CIRCUL. SUPERVISOR							
Annual	48,163	49,374	50,600	51,866	53,158	54,902	0
Hourly	24.699	25.320	25.949	26.598	27.261	28.155	0.000
Bi-weekly	1852.43	1899.00	1946.18	1994.85	2044.58	2111.63	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (40 hour week)							
Annual	57,591	59,032	60,509	63,227	63,573	65,646	0
Hourly	27.688	28.381	29.091	30.398	30.564	31.561	0.000
Bi-weekly	2215.04	2270.48	2327.28	2431.84	2445.12	2524.88	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (37 1/2 hour week)							
Annual	53,991	55,342	56,727	59,276	59,599	61,543	0
Hourly	27.688	28.381	29.091	30.398	30.564	31.561	0.000
Bi-weekly	2076.60	2128.58	2181.83	2279.85	2292.30	2367.08	0.00
APPRAISER II							
Annual	55,046	56,429	57,835	59,287	60,773	62,752	0
Hourly	28.229	28.938	29.659	30.404	31.166	32.181	0.000
Bi-weekly	2117.18	2170.35	2224.43	2280.30	2337.45	2413.58	0.00
APPRAISER III							
Annual	62,284	63,844	65,442	67,074	68,753	71,003	0
Hourly	31.941	32.741	33.560	34.397	35.258	36.412	0.000
Bi-weekly	2395.58	2455.58	2517.00	2579.78	2644.35	2730.90	0.00
ENGINEER AIDE							
Annual	45,555	46,408	47,281	48,165	49,065	49,990	50,926
Hourly	23.362	23.799	24.247	24.700	25.162	25.636	26.116
Bi-weekly	1752.15	1784.93	1818.53	1852.50	1887.15	1922.70	1958.70
ENGINEER AIDE (con't)							
Annual	51,877	52,846	53,833	54,847	55,875	56,916	57,985
Hourly	26.604	27.101	27.607	28.127	28.654	29.188	29.736
Bi-weekly	1995.30	2032.58	2070.53	2109.53	2149.05	2189.10	2230.20
ENGINEER AIDE (con't)							
Annual	59,069	60,178	61,304	62,450	63,622	65,297	0
Hourly	30.292	30.861	31.438	32.026	32.627	33.486	0.000
Bi-weekly	2271.90	2314.58	2357.85	2401.95	2447.03	2511.45	0.00

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POSITION							
CLERK TYPIST							
Annual	27,680	28,665	29,655	30,640	31,629	32,621	33,610
Hourly	14.195	14.700	15.208	15.713	16.220	16.729	17.236
Bi-weekly	1064.63	1102.50	1140.60	1178.48	1216.50	1254.68	1292.70
CLERK TYPIST (con't)							
Annual	34,438	35,298	36,180	37,077	37,830	38,773	39,744
Hourly	17.661	18.102	18.554	19.014	19.400	19.884	20.382
Bi-weekly	1324.58	1357.65	1391.55	1426.05	1455.00	1491.30	1528.65
CLERK TYPIST (con't)							
	40,643	0	0	0	0	0	0
	20.843	0.000	0.000	0.000	0.000	0.000	0.000
	1563.23	0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT CLERK							
Annual	34,271	35,131	36,002	37,077	38,009	38,966	39,943
Hourly	17.575	18.016	18.463	19.014	19.492	19.983	20.484
Bi-weekly	1318.13	1351.20	1384.73	1426.05	1461.90	1498.73	1536.30
ACCOUNT CLERK (con't)							
Annual	40,942	41,964	43,334	0	0	0	0
Hourly	20.996	21.520	22.223	0.000	0.000	0.000	0.000
Bi-weekly	1574.70	1614.00	1666.73	0.00	0.00	0.00	0.00
LEAD BUS DRIVER							
Annual	31,976	32,781	33,598	34,438	35,298	36,180	37,077
Hourly	16.398	16.811	17.230	17.661	18.102	18.554	19.014
Bi-weekly	1229.85	1260.83	1292.25	1324.58	1357.65	1391.55	1426.05
LEAD BUS DRIVER (con't)							
Annual	40,735	41,753	43,118	0	0	0	0
Hourly	20.890	21.412	22.112	0.000	0.000	0.000	0.000
Bi-weekly	1566.75	1605.90	1658.40	0.00	0.00	0.00	0.00
LIBRARY CLERK							
Annual	34,271	35,131	36,002	36,905	37,830	38,771	40,643
Hourly	17.575	18.016	18.463	18.926	19.400	19.883	20.843
Bi-weekly	1318.13	1351.20	1384.73	1419.45	1455.00	1491.23	1563.23
MANAGEMENT ASSISTANT							
Annual	42,361	43,426	44,518	45,620	46,755	47,929	49,489
Hourly	21.724	22.270	22.830	23.395	23.977	24.579	25.379
Bi-weekly	1629.30	1670.25	1712.25	1754.63	1798.28	1843.43	1903.43
SENIOR CLERK							
PROGRAM & SERVICES ASSISTANT							
Annual	37,077	38,009	38,966	39,943	40,942	41,964	43,334
Hourly	19.014	19.492	19.983	20.484	20.996	21.520	22.223
Bi-weekly	1426.05	1461.90	1498.73	1536.30	1574.70	1614.00	1666.73
LIBRARY ASSISTANT J							
Annual	38,017	38,964	39,937	40,934	41,960	43,011	44,413
Hourly	19.496	19.982	20.481	20.992	21.518	22.057	22.776
Bi-weekly	1462.20	1498.65	1536.08	1574.40	1613.85	1654.28	1708.20
Hired before 7/1/91							
CUSTODIAN (40 hour week)							
Annual	41,541	42,569	43,636	44,734	45,843	46,993	48,526
Hourly	19.972	20.466	20.979	21.507	22.040	22.593	23.330
Bi-weekly	1597.76	1637.28	1678.32	1720.56	1763.20	1807.44	1866.40
Hired after 7/1/91							
CUSTODIAN (48 hour week)							
Annual	29,525	30,576	31,632	32,683	33,737	34,796	35,850
Hourly	14.195	14.700	15.208	15.713	16.220	16.729	17.236
Bi-weekly	1135.60	1176.00	1216.64	1257.04	1297.60	1338.32	1378.88

- L. Discipline and discharge employees for cause.
- M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. Transfer, promote and demote employees from one classification, department or shift to another.
- O. Select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

ARTICLE 19

General

19.1 Authorized representatives of the Union shall be permitted to visit the operation of the Employer during work hours to talk with Stewards of the Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

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

19.3 The Employer shall provide pay periods every two weeks. Each employee shall be provided with an itemized statement of earnings and of all deductions made for any purpose. All members of the bargaining unit shall be required to participate in the City's direct deposit of payroll program.

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

19.5 The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Official Union notices are to be posted and must have the signatures of the Union Business Representative or the Steward.

19.6 Employees shall be reimbursed at the standard rates promulgated by the Internal Revenue Service for mileage incurred on a personal vehicle while traveling to and from a job location, that is not the employee's principal place of employment. The Employer will provide transportation whenever possible.

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19.7 An employee, when temporarily assigned to work in a position in a higher classification, shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned to that position. Temporary short assignments of under five (5) cumulative work days within a 12 month period are considered an opportunity for the employee to train for a higher position to become better qualified for promotion, and the employee shall not be paid at the higher rate for this temporary short assignment until after five (5) cumulative work days within a 12 month period; the timing of the 12 month period will begin the first day in which the employee was working in a higher classification. When an employee is working in a higher classification, that employee will be paid at a rate that will provide one full step increment.

19.8 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

19.9 Members of this bargaining unit must establish and maintain residency within the County of Macomb and/or 20 miles of the City's municipal boundaries within six months from their date of full time hire by the City.

19.10 All employees will be allowed to participate in the City's Flexible Spending Program, including dependent care and medical savings accounts, in accordance with Federal laws. Reimbursement to employees shall be made on a monthly basis for all participants.

19.11 The City shall have the right to deduct from an employee's paycheck any overpayment received that the employee was not entitled to under this Agreement, without the specific written approval of the employee. This deduction will be in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

19.12 The Americans with Disabilities Act and Persons with Disabilities Civil Rights Act shall supersede the provisions of this Agreement.

19.13 The City reserves the right to reassign duties to maintain the efficiency of the management of the organization. However, if duties are added or reassigned to members of the Union, the City is willing to meet and negotiate rates of pay for those additional responsibilities. The City will also meet with the Union prior to reclassifying positions within the bargaining unit.

19.14 The City will pay all costs necessary for the Building, Mechanical, Electrical, and Plumbing Inspectors to maintain their State registrations pursuant to Public Act 54 of 1986.

POSITION							
CIVIL ENGINEER I							
Annual	52,037	53,338	54,662	56,587	57,435	58,868	60,793
Hourly	26.686	27.353	28.032	29.019	29.454	30.189	31.176
Bi-weekly	2001.45	2051.48	2102.40	2176.43	2209.05	2264.18	2338.21
CIVIL ENGINEER II							
Annual	63,618	65,204	66,842	68,513	70,227	71,982	74,327
Hourly	32.625	33.438	34.278	35.135	36.014	36.914	38.117
Bi-weekly	2446.88	2507.85	2570.85	2635.13	2701.05	2768.55	2858.76
CIVIL ENGINEER III							
Annual	77,773	79,716	81,738	82,960	85,872	88,021	90,879
Hourly	39.884	40.880	41.917	42.544	44.037	45.139	46.605
Bi-weekly	2991.30	3066.00	3143.78	3190.80	3302.78	3385.43	3495.37
GIS/CAD COORDINATOR							
Annual	63,618	65,204	66,842	68,513	70,227	71,982	74,327
Hourly	32.625	33.438	34.278	35.135	36.014	36.914	38.117
Bi-weekly	2446.88	2507.85	2570.85	2635.13	2701.05	2768.55	2858.76
APPRAISER AIDE							
Annual	42,673	43,734	44,832	45,955	47,102	48,282	49,856
Hourly	21.884	22.428	22.991	23.567	24.155	24.760	25.567
Bi-weekly	1641.30	1682.10	1724.33	1767.53	1811.63	1857.00	1917.55
FACILITIES MAINT. MECHANIC (40 hour week)							
Annual	42,527	43,530	44,572	45,626	46,718	47,829	49,332
Hourly	20.446	20.928	21.429	21.936	22.461	22.995	23.718
Bi-weekly	1635.68	1674.24	1714.32	1754.88	1796.88	1839.60	1897.40
PRINTING TECHNICIAN I							
Annual	37,810	38,746	39,717	40,717	41,726	42,773	44,168
Hourly	19.390	19.870	20.368	20.881	21.398	21.935	22.651
Bi-weekly	1454.25	1490.25	1527.60	1566.08	1604.85	1645.13	1698.80
INSPECTORS (40 hour week)							
Annual	63,096	64,673	66,291	67,949	70,162	0	0
Hourly	30.335	31.093	31.871	32.668	33.732	0.000	0.000
Bi-weekly	2426.80	2487.44	2549.68	2613.44	2698.57	0.00	0.00
INSPECTORS (37 1/2 hour week)							
Annual	59,153	60,631	62,148	63,702	65,777	0	0
Hourly	30.335	31.093	31.871	32.668	33.732	0.000	0.000
Bi-weekly	2275.13	2331.98	2390.33	2450.10	2529.91	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (40 hour week)							
Annual	73,118	74,954	77,396	0	0	0	0
Hourly	35.153	36.036	37.210	0.000	0.000	0.000	0.000
Bi-weekly	2812.24	2882.88	2976.80	0.00	0.00	0.00	0.00
BLDG. PLAN REVIEW COORDINATOR (37 1/2 hour week)							
Annual	68,548	70,270	72,559	0	0	0	0
Hourly	35.153	36.036	37.210	0.000	0.000	0.000	0.000
Bi-weekly	2636.48	2702.70	2790.75	0.00	0.00	0.00	0.00

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2.75%

POSITION							
Hired after 7/1/91							
CUSTODIAN (con't)							
Annual	35,665	36,556	37,469	38,396	39,176	40,154	41,467
Hourly	17.147	17.575	18.014	18.460	18.835	19.305	19.936
Bi-weekly	1371.76	1406.00	1441.12	1476.80	1506.80	1544.40	1594.91
TECH. SERVICE COORDINATOR							
Annual	39,871	40,813	41,786	42,775	43,798	44,840	46,251
Hourly	20.447	20.930	21.429	21.936	22.461	22.995	23.719
Bi-weekly	1533.53	1569.75	1607.18	1645.20	1684.58	1724.63	1778.89
LIBRARY ASSISTANT II							
ADMINISTRATIVE ASSISTANT							
SENIOR ACCOUNT CLERK							
ELECTIONS ASSISTANT							
RISK MANAGEMENT ASSISTANT							
Annual	39,739	40,733	41,761	42,792	43,857	44,959	46,422
Hourly	20.379	20.889	21.416	21.945	22.491	23.056	23.806
Bi-weekly	1528.43	1566.68	1606.20	1645.88	1686.83	1729.20	1785.47
PRINTING TECHNICIAN II							
Annual	40,946	41,971	43,026	44,099	45,201	46,332	47,846
Hourly	20.998	21.524	22.065	22.615	23.180	23.760	24.537
Bi-weekly	1574.85	1614.30	1654.88	1696.13	1738.50	1782.00	1840.25
APPRAISER I							
LIBRARY CIRCUL. SUPERVISOR							
Annual	46,761	47,936	49,126	50,354	51,610	53,302	0
Hourly	23.980	24.583	25.193	25.823	26.467	27.334	0.000
Bi-weekly	1798.50	1843.73	1889.48	1936.73	1985.03	2050.09	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (40 hour week)							
Annual	55,914	57,312	58,747	61,387	61,721	63,735	0
Hourly	26.882	27.554	28.244	29.513	29.674	30.642	0.000
Bi-weekly	2150.56	2204.32	2259.52	2361.04	2373.92	2451.37	0.00
CODE ENFORCEMENT/PROP. MAINT.							
CODE OFFICER (37 1/2 hour week)							
Annual	52,419	53,730	55,075	57,550	57,864	59,752	0
Hourly	26.882	27.554	28.244	29.513	29.674	30.642	0.000
Bi-weekly	2016.15	2066.55	2118.30	2213.48	2225.55	2298.16	0.00
APPRAISER II							
Annual	53,443	54,785	56,150	57,560	59,003	60,924	0
Hourly	27.407	28.095	28.795	29.518	30.258	31.244	0.000
Bi-weekly	2055.53	2107.13	2159.63	2213.85	2269.35	2343.27	0.00
APPRAISER III							
Annual	60,471	61,984	63,536	65,120	66,750	68,934	0
Hourly	31.011	31.787	32.583	33.395	34.231	35.351	0.000
Bi-weekly	2325.83	2384.03	2443.73	2504.63	2567.33	2651.34	0.00
ENGINEER AIDE							
Annual	44,229	45,056	45,904	46,762	47,636	48,533	49,442
Hourly	22.682	23.106	23.541	23.981	24.429	24.889	25.355
Bi-weekly	1701.15	1732.95	1765.58	1798.58	1832.18	1866.68	1901.63
ENGINEER AIDE (con't)							
Annual	50,366	51,308	52,265	53,250	54,247	55,259	56,296
Hourly	25.829	26.312	26.803	27.308	27.819	28.338	28.870
Bi-weekly	1937.18	1973.40	2010.23	2048.10	2086.43	2125.35	2165.25
ENGINEER AIDE (con't)							
Annual	57,349	58,425	59,517	60,631	61,770	63,396	0
Hourly	29.410	29.962	30.522	31.093	31.677	32.511	0.000
Bi-weekly	2205.75	2247.15	2289.15	2331.98	2375.78	2438.33	0.00

City of Sterling Heights/MAPE Technical - Office
July 1, 2007 - June 30, 2012

19.15 The City will continue to provide employees the equipment determined to be necessary by it to perform the duties of all positions within the bargaining unit.

19.16 The City will reimburse employees of this bargaining unit for Hepatitis B inoculations up to \$150.00. Employees must provide receipts in order to be reimbursed.

19.17 The terms and conditions of the insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.

19.18 Suitable shirts and safety equipment will be furnished to field personnel as needed. In addition, all field personnel will be eligible for up to \$200 reimbursement per fiscal year for additional clothing purchases of City approved jackets, coats, and work boots. To obtain reimbursement, employees must present clothing and original receipts. The employee's supervisor will approve or disapprove the reimbursement in his sole discretion.

ARTICLE 20

Job Vacancies

It has been agreed that this contract will supercede existing Civil Service rules in all areas. Since members of this unit shall have no recourse to the prior Civil Service rules, the following shall govern job vacancies, promotions, layoffs and recall.

1. Filling Vacancies

Section 1.

- A. Upon determination by the Employer that a job vacancy is to be filled within the bargaining unit, the Employer will announce and post the classification to be filled for ten (10) working days.
- B. The Employer shall list all pertinent information relating to the classification, the main qualifications, rate of pay, etc.

To be eligible for consideration for the vacancy, bargaining unit employees must:

- Have completed the probationary period in his or her current position.
- Meet the minimum requirements, including the necessary testing, for the classification.

2.75%

City of Sterling Heights/MAPE Technical - Office
July 1, 2007 - June 30, 2012

Section 2

- A. Those applicants determined eligible to fill the vacancy may be required by the employer to pass an examination which may include written, oral, performance tests, ratings of training and experience or any combination of these. The appointing authority may take into consideration such factors as education, experience, aptitude, knowledge, and work record in order to determine the relative fitness of applicants.
- B. A passing score must be achieved on each part of the examination to be allowed to proceed to the next part. The minimum passing grade for each part of the examination, as well as for the final grade, shall be expressed on a scale of 70%. The final grade shall have one point added for each year of credited bargaining unit seniority. The date for determining seniority shall be the date the written test is administered.
- C. An oral examination board will be required when more than three candidates apply for a position. The Oral Examination Board for each vacancy shall be comprised of at least three persons, one of who shall not be an employee of the City. The oral examination portion of the final grade shall be an average of all the examiner's scores. A representative of the Michigan Association of Public Employees may, at the option of the Union, be in attendance, as an observer, during the oral interviews.
- D. The eligibility list for the various classifications shall be comprised of those deemed qualified by virtue of the examination process. Such persons shall rank upon such lists in the order of their relative grades, beginning with the highest at the top, and shall remain thereon for not over two years.

Section 3

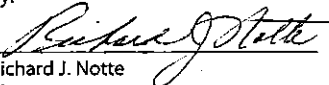
- A. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training and bargaining unit seniority.
- B. If at least one person applies and qualifies, he or she shall be appointed. If more than one qualifies, appointment shall be made from the top three on the list.
- C. All persons applying for a demotion, lateral transfer or promotion into a vacancy must qualify, as required in Section 2 of this Article.
- D. An application for a demotion will be given preference before a lateral transfer or promotion. Lateral transfers shall be given preference before promotions. If

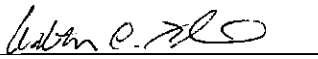
POSITION							
CLERK TYPIST							
Annual	26,874	27,830	28,791	29,747	30,708	31,671	32,631
Hourly	13.782	14.272	14.765	15.255	15.748	16.242	16.734
Bi-weekly	1033.65	1070.40	1107.38	1144.13	1181.10	1218.15	1255.05
CLERK TYPIST (con't)							
Annual	33,436	34,271	35,127	35,997	36,728	37,644	38,586
Hourly	17.147	17.575	18.014	18.460	18.835	19.305	19.788
Bi-weekly	1286.03	1318.13	1351.05	1384.50	1412.63	1447.88	1484.10
CLERK TYPIST (con't)							
	39,459	0	0	0	0	0	0
	20.236	0.000	0.000	0.000	0.000	0.000	0.000
	1517.67	0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT CLERK							
Annual	33,272	34,107	34,953	35,997	36,901	37,831	38,779
Hourly	17.063	17.491	17.925	18.460	18.924	19.401	19.887
Bi-weekly	1279.73	1311.83	1344.38	1384.50	1419.30	1455.08	1491.53
ACCOUNT CLERK (con't)							
Annual	39,748	40,741	42,072	0	0	0	0
Hourly	20.384	20.893	21.576	0.000	0.000	0.000	0.000
Bi-weekly	1528.80	1566.98	1618.17	0.00	0.00	0.00	0.00
LEAD BUS DRIVER							
Annual	31,044	31,825	32,619	33,436	34,271	35,127	38,586
Hourly	15.920	16.321	16.728	17.147	17.575	18.014	19.788
Bi-weekly	1194.00	1224.08	1254.60	1286.03	1318.13	1351.05	1484.10
LEAD BUS DRIVER (con't)							
Annual	39,549	40,536	41,862	0	0	0	0
Hourly	20.282	20.788	21.468	0.000	0.000	0.000	0.000
Bi-weekly	1521.15	1559.10	1610.09	0.00	0.00	0.00	0.00
LIBRARY CLERK							
Annual	33,272	34,107	34,953	35,831	36,728	37,642	39,459
Hourly	17.063	17.491	17.925	18.375	18.835	19.304	20.236
Bi-weekly	1279.73	1311.83	1344.38	1378.13	1412.63	1447.80	1517.67
MANAGEMENT ASSISTANT							
Annual	41,127	42,160	43,221	44,292	45,394	46,532	48,046
Hourly	21.091	21.621	22.165	22.714	23.279	23.863	24.639
Bi-weekly	1581.83	1621.58	1662.38	1703.55	1745.93	1789.73	1847.96
SENIOR CLERK							
PROGRAM & SERVICES ASSISTANT							
Annual	35,997	36,901	37,831	38,779	39,748	40,741	42,072
Hourly	18.460	18.924	19.401	19.887	20.384	20.893	21.576
Bi-weekly	1384.50	1419.30	1455.08	1491.53	1528.80	1566.98	1618.17
LIBRARY ASSISTANT I							
Annual	36,909	37,830	38,773	39,742	40,737	41,759	43,119
Hourly	18.928	19.400	19.884	20.381	20.891	21.415	22.113
Bi-weekly	1419.60	1455.00	1491.30	1528.58	1566.83	1606.13	1658.45
Hired before 7/1/91							
CUSTODIAN (40 hour week)							
Annual	40,331	41,329	42,365	43,432	44,507	45,624	47,113
Hourly	19.390	19.870	20.368	20.881	21.398	21.935	22.651
Bi-weekly	1551.20	1589.60	1629.44	1670.48	1711.84	1754.80	1812.05
Hired after 7/1/91							
CUSTODIAN (40 hour week)							
Annual	28,666	29,685	30,711	31,730	32,755	33,783	34,806
Hourly	13.782	14.272	14.765	15.255	15.748	16.242	16.734
Bi-weekly	1102.56	1141.76	1181.20	1220.40	1259.84	1299.36	1338.72

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed by their duly authorized representative as of the day and year first written.

CITY OF STERLING HEIGHTS

By:


Richard J. Notte
Mayor

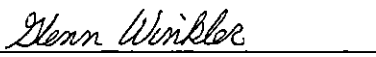

Walter C. Blessed
City Clerk

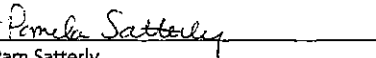
Date: 5/20/09

MICHIGAN ASSOCIATION OF PUBLIC
EMPLOYEES TECHNICAL/OFFICE UNION

By:


Fred Timpher
Labor Relations Specialist


Glenn Winkler
Chief Steward


Pam Satterly
Alternate Steward

more than one person applies for a demotion or lateral transfer, the appointment will be made from the top three most senior qualified employees requesting the demotion or lateral transfer after meeting the requirements of Section 2 of this Article.

- E. All subsequent openings will be posted in the same manner, except if a new vacancy occurs in the same classification less than six (6) months after the last list was established and at least one eligible remains on the original list, he or she shall be appointed. When an appointment is made from an eligibility list, those remaining on the list do not then, move up the list during the six month period. Thus, an applicant ranked fourth (4th) on the list will not be considered for appointment during the six-month life of the eligibility list. If more than six (6) months have passed, a new list shall be established and those eligible remaining shall have the option of being placed on the new list in accordance with their prior score or retaking the examination. If retaking the examination, applicants must retake both the written and oral examinations as applicable. Any additional seniority points will be added as necessary.
- F. For the purposes of this Article, a promotion shall be defined as a change in classification to a classification with a higher maximum pay rate, a demotion is a change to a classification with a lower maximum pay rate, and a lateral transfer is a change to a classification with the same maximum rate of pay.

Section 4.

- A. The successful employee shall be given a probationary period of ninety (90) days to qualify on the job. The department will assist the employee wherever possible. In the event the employee cannot qualify or voluntarily decides to withdraw from the new position, the employee shall be returned to his or her former classification and department within the bargaining unit. However, an employee who transfers to another bargaining unit within the City will not have the right to return to his or her former classification within the MAPE Technical/Office Union.

Section 5.

- A. The employee shall receive that rate which provides one full step increment increase called for in the new classification.
- B. The employee shall carry all bargaining unit seniority rights in the new classification.

2. Layoffs:

Section 1. In the event there is a reduction in personnel, layoffs will be by classification within the bargaining unit and the affected department/division.

Section 2. The employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the bargaining unit.

Section 3. However, before any regular, full-time employees are laid off, the following is the order in which employees are to be laid off first:

- A. Temporary part-time employees
- B. Temporary full-time employees
- C. Probationary employees

Section 4. Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

- A. Employees faced with layoff who have greater bargaining unit seniority than the least senior employee within the same classification must first bump the least senior employee in the same classification within the bargaining unit.
- B. If bumping is not possible, as outlined in 4A above, employees faced with layoffs who have greater bargaining unit seniority may bump the least senior employee within another classification with the same or lower maximum salary provided they meet the minimum qualifications and can perform the work. Inspectors shall have no bumping rights into any positions except Building, Plumbing, Electrical and Mechanical Inspector positions (as long as registered in the respective discipline), and also reciprocally the other classifications in the Agreement shall have no bumping rights into the inspector positions.
- C. Employees bumping into another classification or another department shall serve a thirty (30) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one more time. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

3. Recall:

Section 1. When recalling employees following a layoff or reduction to their former bargaining unit classification, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled.

ARTICLE 41

Termination of Agreement

41.1 This AGREEMENT shall be in full force and effect from July 1, 2007 to and including June 30, 2012, 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 expiration.

41.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 1, 20012 or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

41.2 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

41.3 There shall be no retroactive benefits or entitlement under this Agreement except as to wages and longevity.

ARTICLE 40

Separability and Savings Clause

40.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

40.2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

3. Recall:

Section 1. When recalling employees following a layoff or reduction to their former bargaining unit classification, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled.

Section 2. When recalling laid off employees or employees who have successfully exercised their bumping rights, the Human Resources Director will notify the employees by certified mail sent to the employee's last known address.

Section 3. Each employee who is recalled shall report to the Human Resources Director in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Human Resources Director, as specifically stated herein, the employee shall be considered as having voluntarily resigned.

Bargaining unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

Bargaining unit employees having exercised bumping previously shall continue to accrue bargaining unit seniority in their regular classification and not in the classification into which they have bumped unless such transfer becomes permanent.

ARTICLE 21

Waiver Clause

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

ARTICLE 22

Classes of Positions Covered

This Agreement covers all present and future permanent employees on positions listed in the Wage and Salary Schedule. Further, any new positions and/or new classes established during this Agreement falling within the general tasks and duties similar to the positions listed in the Wage and Salary Schedule are to be added to the list.

ARTICLE 23

Hours of Work and Overtime

23.1 Normal Working Hours: The normal work week consists of five (5) days, Monday through Friday. The normal work day consists of seven and one-half (7.5) hours of work, eight (8) hours for custodians, with a one (1) hour lunch break. Normal work hours are 8:30 a.m. to 5:00 p.m. daily. It is understood that for Engineering staff, the starting time may vary no more than three (3) hours earlier and that Saturdays may be a part of the normal work week for employees assigned to the Library.

The City shall have the right to determine the length of the work week for Inspectors and Code Enforcement Officers. The work week may be either a 37.5 or a 40 hour week. The City shall also have the right to adjust the starting time for the employees, up to a maximum of one hour prior to the start of the shift. Regular hours of work are 8:30 a.m. to 5:00 p.m. for a 40 hour work week with a one-half hour unpaid lunch break, or 8:30 a.m. to 5:00 p.m. for a 37.5 hour work week with a one hour unpaid lunch break. Employees will be given two weeks advance notice if there is to be a change in the work week or starting time. The parties agree to reopen negotiations on the issue of scheduling if difficulties arise. The city shall also have the right to schedule different inspection groups to work different hours (i.e., all of the Plumbing Inspectors could work a 40 hour week while the rest of the Inspectors work a 37.5 hour week).

23.2 Overtime

A. Definitions

1. Casual – The continuation of the present work shift.
2. Scheduled – Overtime that is worked on holidays or premium days (6th or 7th day of the work week)
3. Call-in – Overtime during the regular work week where an employee is called back after the regular shift but prior to the next shift.

- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a 75% reimbursement for tuition and required textbooks to a maximum of \$2,000/year for undergraduate classes and \$3,000 for graduate classes based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".
- F. In the event that an employee terminates as an employee of the City within a two year period subsequent to completion of the end of the semester, the employee will be required to reimburse the City for all costs relating to the education reimbursement program. If these standards are not complied with, reimbursement to the City will be due for that portion that corresponds to the two years. Example: An employee received an Education Aid reimbursement check on December 15, 2000 (for fall semester 2000). If he/she leaves City employment prior to December 16, 2002, the amount paid on December 15, 2000 must be reimbursed to the City.
- G. Employees must submit an official school transcript showing a final grade received. The employee shall be considered as having completed a class when the term for which the school quotes the tuition fee is concluded.
- H. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the Human Resources Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
- I. Expenses such as student fees, matriculation fees, lab fees, parking, and mileage shall not be part of the Educational Assistance Program.

ARTICLE 39

Administrative Obligation

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

36.10 Effective January 1, 2008, the City will contribute \$800 to each employee's established deferred compensation account. This payment will be prorated throughout the year and deposited in the employees' account with their bi-weekly pay.

ARTICLE 37

Hearing Aid Reimbursement

The City will provide a maximum reimbursement of two hundred and fifty dollars (\$250) to all employees in the bargaining unit for hearing evaluations and prescription hearing aid devices. The employees must submit appropriate receipts in order to be reimbursed.

ARTICLE 38

Educational Assistance Program

The educational reimbursement program is offered to encourage employees to improve their present job skills, thereby increasing their productive value to the City. Such a program will also assure the establishment of a quality work force, assisting employees in preparing for future advancement within the City.

The scope of the program does not include special seminars, or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training.

The following provisions are established to govern the administration of the City's Educational Assistance Program:

- A. Application for Educational Assistance may be made by any full-time permanent employee who has completed the initial probationary period.
- B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
- C. Applications are to be submitted for approval by the Department Head and Human Resources Office in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.

- B. Time and one-half will be paid for time worked in excess of seven and one-half (7.5) hours for those employees working at 37.5 hour work week in any continuous 24 hour period beginning with the starting time of the employee's shift. For those employees working a 40 hour work week time and one-half will be paid for time worked in excess of eight hours in any continuous 24 hour period.
- C. Time and one-half will be paid for time worked on the 6th day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of 37.5 hours during the employee's work week. (40 hours for those employees working a 40 hour work week)
- D. Double time will be paid for time required to work on Sundays and City designated holidays.

23.3 Overtime Guarantee

An employee reporting for work on Management's instructions on a holiday or premium day shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for work on Management's instruction prior to the next regularly scheduled work shift on a day other than a holiday or premium day shall be guaranteed three (3) hours pay at the appropriate overtime rate; provided however, if the regularly scheduled shift commences within three (3) hours of the time called in, then the employee shall be paid at the premium rate only for the time worked before the regularly scheduled shift commences at which time the employee will be paid at the normal rate of pay.

23.4 The Employer will make every reasonable attempt to fairly distribute scheduled overtime by the employees assigned to the office where the scheduled overtime occurs. Only those employees who volunteer and sign-up for scheduled overtime shall be eligible. Scheduled overtime details shall be posted ten (10) days ahead of when needed, when possible. Should there not be enough employees who sign up for the scheduled overtime, then the affected office administrator shall assign such overtime to the lowest senior employee available.

23.5 Seniority by class in the office shall prevail in the distribution of "call-in" overtime work. The senior employee will be first called and the next senior employee in like manner until the crew is assembled. In the event a crew cannot be assembled after the lowest senior employee is called, then employees will be called in reverse order, and employees must report for "call-in" until the crew is assembled. If an employee declines to work overtime or cannot be contacted three (3) consecutive times, the employee may be skipped for up to sixty (60) days for overtime consideration.

23.6 In the Engineering Office, scheduled, casual (continuation of shift) or "call-in" overtime shall first be offered to the employee who has been assigned the project requiring the overtime. If that employee refuses the opportunity, then the overtime shall be offered in order of seniority. If an employee then turns down that opportunity, they may be passed over at the next opportunity. If no employee volunteers for the overtime then the least senior employee in that classification shall be required to work.

The City shall give advance notice to employees on scheduled overtime as early as possible. The supervisor will make personal contact with the employee when scheduling the necessary overtime. Department personnel assigned to office tasks and field tasks shall be considered separately.

23.7 Overtime work will be permitted only when authorized by a supervisor.

23.8 All overtime for the classification of Custodian will be rotated at each location and on each shift. Employees who are offered overtime but who refuse to work it will be charged for those overtime hours as if worked.

Building checks on premium days and holidays shall be rotated among the two Facilities Maintenance Mechanics and the Facilities Maintenance Coordinator. The Facilities Maintenance Manager shall keep accurate records as to whose turn it is in the rotation and shall post these records (in the form of a calendar) in a conspicuous place so that the Facilities Maintenance staff and their respective Union representatives may view and examine it if they so desire.

Two hours of overtime (or compensatory time) will be guaranteed when assigned to building checks on premium days and holidays.

The Facilities Maintenance Mechanic who has been assigned to building checks on a premium day and/or holiday shall also be designated as the person "on call" for call-in overtime for the entire weekend or holiday. If called in to work after he/she has already performed the building check and has already left work on a premium day or holiday, the employee will be guaranteed an additional four hours of overtime for returning to work for this call-in situation.

At the beginning of each new payroll year, overtime hours will be reduced to zero and the rotation of overtime will commence with the employee with the most City seniority.

eligible employee's participation in the defined contribution plan] plus [amount contributed by the City to the defined contribution plan on behalf of the eligible employee].

Failure of an eligible employee to timely notify the City of an election to exercise the conversion option or pay the conversion amount shall constitute a waiver of the conversion option. An eligible employee who waives the option to convert shall remain as a participant in the defined contribution plan under the defined contribution plan section of this Agreement.

36.6 Health Care – Retirees: Medical coverage will be provided for the retiree and spouse (not dependents) at City expense. Base coverage shall be the Community Blue PPO with the same riders as those provided to employees under Section 34.1. The retiree has the option to choose COPS Trust or Health Alliance Plan the retiree will pay any additional costs in excess of the base coverage. The spouse of a deceased retiree shall continue to receive medical coverage as long as they continue to receive a pension and do not remarry.

Employees hired on or after the ratification of this Agreement will be required to pay 50% of the illustrative rate for medical coverage when their age plus services equals 75. Such payments will be invoiced by the City on a monthly basis for the proceeding month. If payment is not made by the 15th of the month coverage shall be canceled effective the 1st of the following month.

36.7 Post Employment Health Plan. Effective with the ratification of this Agreement or as soon as possible thereafter, the City will adopt a post-employment health plan (self-directed vested health care VEBA) allowing employees to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For employees hired after the ratification of this Agreement, the Employer will contribute \$1,000 on an annual basis (prorated with each biweekly pay) to this Plan.

36.8 Medicare: Upon reaching age 65 or eligibility for Medicare, the retired employee/spouse must apply for Medicare coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level. In the event a retired employee obtains employment from an employer that provides hospitalization and medical coverage, the retiree and spouse shall not be covered by the City's coverage for the duration of said employment.

36.9 Retirees of this unit shall be provided ten thousand dollars (\$10,000) worth of term life insurance until age 70. The City shall pay the premium for this policy.

36.3 Prior Municipal Time. At no cost to the City, employees may purchase up to three (3) years of prior municipal time (41-A District Court, city, township, or village) as credit towards retirement. To satisfy this requirement, the employee shall pay 5% or his/her full time or equated full time compensation plus the total City contribution rate paid by the City in effect at the time of application to purchase such time. This contribution rate is adjusted annually based upon the actuarial report as set by the City of Sterling Heights General Employees Retirement System Board of Trustees. Payments may be made through a payroll deduction plan without interest being owed on these monies. Eligible employees may use Section 457 (deferred compensation) funds to purchase such time.

36.4 Defined Contribution Pension Plan. All new employees of the City hired after July 1, 2002 who become members of this bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the Sterling Heights Code of Ordinances. Such defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City of Sterling Heights Charter or Article II of Chapter 41 of the Sterling Heights Code of Ordinances.

For defined contribution plan members employed with the city as of the ratification of this agreement, the employee contribution shall be 5% of gross salary and the City's contribution shall be 7% of gross salary. For members hired after the ratification of this agreement, the employee contribution shall be 5% of gross salary and the City's contribution shall be 7% of base pay. Employees are vested after five (5) years.

Participants in the Defined Contribution Plan are eligible for the same retiree medical benefits as participants in the defined benefit plan upon meeting the same age and service requirements as follows: age plus years of service totals 75 or more. In addition, employees as of the ratification of this agreement will continue to have the option of retiring at age 60 with ten (10) years of credited service

36.5 Defined Contribution Plan Conversion. Those members who voluntarily elected to convert from the defined benefit plan to the defined contribution plan shall have a one-time, irrevocable option to convert from participation in the defined contribution plan to the defined benefit pension plan. An employee exercising the option shall have forty-five days from the signing of this Agreement to notify the City of the election to convert and thirty (30) days after notification of the election to pay into the General Employees Retirement System the conversion amount determined by the following formula:

[Amount received by eligible employee upon withdrawal from the pension plan plus the five percent (5%) required contribution contributed by employee to the defined contribution plan plus interest on those amounts compounded annually at the average yield earned by the assets of the defined benefit plan during the period of the

The Facilities Maintenance Manager shall notify the Police Department as to who is on call for each premium day and/or holiday by Interoffice Memorandum. In addition to naming the employee who is on call, an alternate on-call employee shall be named so that if the designated on call employee cannot be contacted or cannot return to work, the alternate may be called in to work. The alternate shall be the next person in the rotation.

All holiday overtime assignments for the Police Department shall be rotated among the Custodians assigned to the Police Department.

23.9 An employee required to work more than two (2) hours overtime shall be granted a 15 minute coffee break. In the event that such overtime is extended into the 12th hour, the employee will be granted a paid meal period of 30 minutes before the end of the 12th hour.

23.10 An employee shall be granted a 15 minute coffee break each morning and afternoon as scheduled by the supervisor.

23.11 All Library employees who are required to work the Saturday following two (2) consecutive holidays (i.e. when one holiday is the day after another holiday) will receive pay at the rate of time and one-half for all hours worked that day.

23.12 At the employee's discretion, Compensatory time off may be allowed for all hours worked in excess of thirty-seven and one-half (37.5) hours (40 hours for those employees required to work a 40 hour work week) in any one work week. These compensatory time hours are earned at the rate of one and one-half (1.5) hours for each additional hour worked up to a maximum of 112.5 hours (120 hours for those employees required to work a 40 hour work week). Time off under this provision is subject to prior approval of the appropriate supervisor. The accumulated unused compensatory time shall be computed by the City as of the last day of the first pay period in June of each year, based upon the current rate of pay, and will be paid to the employee by June 30th. Compensatory time earned after that pay period until June 30th shall be carried from one fiscal year into the next. However, employees may elect to carry into the next fiscal year up to three (3) days (22-½ hours for 37-½ hour employees and 24 hours for 40 hour employees) of accumulated compensatory time. Upon death, retirement or resignation, the employee shall be paid for any unused hours.

ARTICLE 24

Longevity Pay

Employees shall receive an annual longevity payment, based upon their hire date, payable July of each year. Effective July 1, 2007 and thereafter, the longevity schedule will be as follows:

5 years	\$1,400
10 years	\$1,900
15 years	\$2,400
20 years	\$2,900
25 years	\$3,200

Employees retiring, new in the bargaining unit, or absent for any reason, shall be eligible for a prorated portion of the longevity pay based on the number of months worked.

ARTICLE 25

Vacation Leave

All regular full time employees shall be entitled to vacation time with pay under the following schedule:

1. Employees who have completed one (1) year of continuous service shall be granted ten (10) work days vacation without loss of pay.
2. Employees who have completed five (5) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
3. Employees who have completed ten (10) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
4. Employees who have completed twelve (12) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
5. Employees who have completed twenty (20) years of continuous service shall be granted twenty-two (22) work days vacation upon completion of each year without loss of pay.

pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use this provision, in the form of a further reduced pension amount determined by the G.E.R.S. actuaries.

A member shall be given service credit for not more than four (4) years active military service to the United States Government who is employed subsequent to this military service, upon payment to the retirement system of five percent (5%) of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or local publicly supported retirement system. Purchase of this time may be accomplished in increments of no less than one year at a time (or fraction of a year if there is less than a year left to purchase).

Annuity Withdrawal: Members in the Bargaining Unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. A member who elects this option must make written application to the General Employees Retirement System Pension Board no later than one hundred twenty days (120) prior to the effective date of retirement.
- C. The Pension Board shall issue the member's retirement. The one hundred twenty days (120) notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
- D. The parties agree that the Merrill Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have their annual pension reduced accordingly as determined by the Pension Board actuaries.
- E. Employee contributions for prior municipal and military service buybacks are not included in an annuity withdrawal.
- F. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement rather than at the time of conversion to a regular service retirement.

ARTICLE 35

Life Insurance

35.1 Life insurance will be carried for full time regular employees on paid status by the Employer at no cost to the employee after policy approval.

35.2 Coverage will be at a level that provides two (2) times the annual salary.

ARTICLE 36

Retirement Benefits

36.1 Definition: For the purpose of this Article, the term "retiree" is defined as any employee who retires during the life of this Agreement by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System including members of the Defined Contribution Pension Plan. Employees who retire as a result of a duty-connected disability are likewise included.

36.2 Defined Benefit Pension: For members hired by the City prior to July 1, 2002, a Defined Benefit Pension Plan will be provided under the terms of the City Charter as amended by this Agreement. The pension amount receivable shall be 2.3% of Final Average Compensation times years of service. For retirement purposes, the final average compensation shall be based on the best three (3) of the last ten (10) years. Pension shall be vested after ten (10) years of service. Effective with the signing of this Agreement, the requirements to qualify for a service retirement for employees in this bargaining unit shall be years of service plus age totaling seventy-five (75) or more. However, employees as of the ratification of this agreement will continue to have the option of retiring at age 60 with ten (10) years of credited service. These requirements shall supersede all retirement qualification language in the City Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred, or disability retirements. The employee's contribution shall be 5% on all hours worked and shall be based upon taxable earnings excluding allowances and reimbursements. The Internal Revenue Service has declared the employee's pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive a reduced pension income, for the remainder of his/her life should the retiree predecease the beneficiary, may, on a one-time basis, revert to 100% of the amount provided the retiree for a straight life

6. Employees who have completed twenty five (25) years of continuous service shall be granted twenty five (25) work days vacation upon completion of each year without loss of pay.
7. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive vacation as though the time was worked.
8. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.
9. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed. Vacations will be based on anniversary date for each employee; e.g. an employee who was hired on September 1, 2000, had the 30 day maximum accumulation. On September 1, 2006 this employee would be credited an additional 15 days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the 15 days. Vacation earned during one year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.
10. Upon retirement, resignation in good standing, or death, an employee or the employee's estate will be paid for all accumulated vacation days, plus a pro-rata share of vacation by month during the year of such event. The Employee is deemed to have completed a full month if separation occurs after the 15th of any month.
11. Vacation selection shall be year around and can be taken in one hour increments if approved by the supervisor. In case of illness, employees can use vacation time if needed, after all sick time is exhausted.
12. Vacation schedules will be worked out as far in advance as possible. Employees are encouraged to cooperate with one another in the scheduling of vacation however if a conflict should arise, seniority in the bargaining unit shall be exercised for bids selecting vacations. If necessary, to accomplish this and to consider the wishes of senior employees, each year after December 1st, all employees shall indicate on a yearly calendar vacation requests no later than March 1st. After March 1st, all employees who have failed to select vacation time will take whatever time is available on a first come, first served basis.

Employees absent for more than one (1) month for other than Worker's Compensation disability will not earn vacation pay.

13. The Employer shall as work loads permit, establish by class the available vacation periods for each office.

14. All 40 hour employees will accrue vacation at the rate of eight hours for each day earned.

ARTICLE 26

Sick Leave and Personal Time

1. Employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. All 40 hour employees will earn eight hours for each full month of paid status of employment. Sick leave shall not be available for use or credited to the sick bank until successful completion of the probationary period. Maximum sick leave earned per year shall be 12 days. Sick leave days shall be accumulated to a maximum of seven (7) days at the end of the fiscal year.

At the end of the first bi-weekly pay period ending in June, employees will have three (3) days (if available) converted to personal time from their sick leave bank to be used in the following fiscal year. After the aforementioned conversion employees will have all hours in excess of seven (7) days in their sick bank converted to personal time at one hundred percent (100%). In addition to this conversion, all employees who have completed their probationary period shall be entitled to one (1) personal business day per year. If the personal time is not used by the end of the first bi-weekly pay period ending in June of the next year, the employee will receive compensation on the basis of fifty percent (50%) of their regular hourly rate.

The use of "personal time" is subject to approval in advance by the Employer but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of 30 minutes or more.

In the event of resignation in good standing, retirement or death; up to three (3) days of unused personal time shall be compensated at 100 percent (100%) and any hours in excess of three (3) days will be compensated at 50 percent (50%) of the regular hourly rate.

2. Accumulated sick leave may be used in the following manner:
- a. Acute personal illness or incapacity over which the employee has no reasonable control.
 - b. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.

34.2 Health Insurance Allowance

- A. The Employer provides a program to coordinate and to eliminate overlapping health care coverage. Each employee or retiree who chooses not to join an Employer-sponsored health care plan (Blue Cross/Blue Shield, COPS Trust, or Health Alliance Plan) and whose spouse or parent has coverage provided, shall be paid one thousand five hundred (\$1,500) dollars for each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.
- B. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the one thousand five hundred dollars (\$1,500) annual payment.
- C. Re-Enrollment Protection. Employees or retirees, whose spouse's or parents' health care plans cease to cover the employee and their dependents, must re-enroll in an Employer-sponsored health care plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carrier's implementation.
- D. If an employee's spouse works for the Employer, the employee will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health allowance of \$1,500. They shall be entitled to the dental coverage all employees in the Bargaining Unit are provided.

34.3 Blue Cross/Blue Shield Dental Plan at 75% coverage is provided and the City will continue this plan or as nearly equivalent a plan as possible. See Appendix B for coverage description and limits.

34.4 The City will provide an optical plan to the employee and his or her dependents which includes an annual eye examination and lenses and frames (or equivalent) on a bi-annual basis. Coverage limits include a \$5.00 co-pay for an eye examination and combined \$10.00 co-pay for lenses and frames. Contact lenses are covered to a maximum of \$105.00.

ARTICLE 34

Health and Dental Benefits

34.1 Medical and hospitalization benefits will be provided to employees including family coverage at no cost to the employee.

The base coverage shall be the Blue Cross/Blue Shield Community Blue PPO Plan 10. Appendix D titled "Community Blue PPO Benefits-at-a-Glance Plan 10" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. Employees will have the option of choosing COPS Trust, or Health Alliance Plan as alternate providers. Any additional costs in excess of the base coverage will be paid by the employee through payroll deduction. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO Plan 10 shall be the rates used to determine the excess cost an employee will be responsible to pay.

The medical coverage for Health Alliance Plan (HAP) remains the same. However, employees selecting this option will be responsible for co-pays as follows: \$10.00 office visit, \$10.00 urgent care, and \$25.00 emergency room.

For new employees hired after the ratification of this Agreement, the basic medical and hospitalization coverage shall be Blue Cross/Blue Shield Community Blue Plan 7. Appendix E entitled "Community Blue PPO Benefits-at-a-Glance Plan 7" is a summary of covered services, including deductibles, co-pays, and co-pay dollar maximums. Health Alliance Plan (HAP) and COPS Trust will be available as options as indicated above. Employees electing any option that becomes more expensive than the base coverage will have the difference in illustrative rate or premium deducted from their payroll check on a monthly basis.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. The generic co-pay is \$5.00 and the brand name co-pay is \$20.00. The City will carve out the prescription drug benefit from the health plans available under this Agreement to the extent allowed by the health plan offered and place the administration of the benefit with a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The City will reimburse employees for the cost of childhood immunizations (to age 16). To obtain reimbursement, all immunizations must be performed at the Macomb County Health Department and employees must present original receipts.

The City has the right to offer cost savings health care alternatives at any time to the Union on a voluntary basis.

c. Employees who become ill while at work and if it becomes necessary for that employee to leave work, he/she shall notify their immediate supervisor if possible before leaving their place of employment.

d. Employees who lose time because of illness occurring during regular work hours will only be charged for the time actually not worked.

Employees who call in prior to the start of their regular work day because of illness will be docked a minimum of four (4) hours from sick leave provided they have sick leave accumulation. Employees not having any sick leave accumulation will lose a minimum of four (4) hours of pay.

For doctor and dental appointments, employees may utilize sick leave in one hour increments based upon the following criteria: (a) employees must request the time in advance indicating on the Request for Leave the doctor's name and address; (b) the employee will be required to provide the Employer with verification from the doctor.

3. Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employees cannot be paid for both on the same day, nor will they be charged for a day of sick leave.
4. An employee absent for more than one month, with the exception of paid leave, will earn a sick leave day for the first month only.
5. No employee can draw more than 75 hours of sick leave during the two-week pay period (80 hours for those assigned to an eight (8) hour day).
6. Employees off sick shall be required to bring in a doctor's slip if the City Manager or designate requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of the Employer's choice on City time and City expense.
7. The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.
8. Upon the employee's death, retirement, or resignation in good standing, the City will pay 100% of this accumulated unused sick leave.

ARTICLE 27

Injury or Illness Arising out of and in the Course of Employment

1. For loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to one full week, five (5) work days, without drawing on accumulated sick leave for any one injury or illness, but shall not be allowed on reoccurrence of same injury or illness. An employee who continues on Worker's Compensation may be paid the difference between regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation weekly rate will be offset by a reduction of accumulated sick or vacation leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation. In no case shall an employee be compensated by a combination of Worker's Compensation and pro-rated sick leave which will exceed the standard weekly income.

If sick leave is not available for the waiting period of the Worker's Compensation insurance, other available leave may be approved for utilization at the sole discretion of the City Manager.

During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide medical, dental, prescription, optical coverage, and life insurance at no cost to the employee. Vacation time will accrue as though the time was worked. Sick leave will be earned only during the first month per Section 5 of Article 25.

If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. Accrued vacation, sick and personal time will be compensated at 100%.

If the employee's Worker's Compensation claim is contested, the benefits of Article 26, Section 1, will not be effective until the claim is settled and is found to be in favor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

2. Employees, if requested, will be required to provide a report from a doctor to support the employee's request for Worker's Compensation and an authorization from the doctor of ability to return to work.

3. An employee who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be an employee.

ARTICLE 32

Salary and Wages

The pay ranges and steps in Appendix A will apply to classifications as indicated.

Advancements to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from the last regular step raise until the top step is reached. New or newly promoted employees will normally start at the first step shown in the range or at the first step that provides an increase and progress. The allocation listing in no way diminishes Management's right to change duties and responsibilities assigned to positions and therefore cause possible changes in class assignments to positions.

ARTICLE 33

Shift Allowance

All Union employees shall be paid a shift allowance of 35¢ per hour for working either the afternoon or midnight shift. The afternoon shift is defined as those hours normally construed to fall within the time frame from 4:00 p.m. to midnight, and the midnight shift from midnight to 7:30 a.m.

Shift allowance will be paid only for the normal shift and not for overtime worked.

During the month of January of each year, custodians will have the opportunity to submit bids on job location (buildings) and shift preference at such location.

Seniority shall determine the order of preference. Employees who do not submit their preference by February 1 of each year will be assigned by their immediate supervisor. However, if an employee leaves the service of the City during the year, that location and shift will be subject to bid by all employees in order of their seniority. Subsequent openings will be filled in the same manner. Job locations for this contract are defined as: Police, Library, Public Works Facility, and all other buildings shall be defined as City Hall.

Those employees assigned as "Lead Custodian" will receive forty cents (40¢) per hour above the regular pay for this classification.

If flex time scheduling has been approved by the City Manager, the shift allowance shall not apply.

The only exception to this Article is that all regular non-custodial full time library employees in this bargaining unit will be provided a shift premium of 25¢/hour if required to work an afternoon shift. This is the shift that begins work after 12:00 noon and will be for all hours worked excluding overtime hours.

ARTICLE 31

Holidays

31.1 All full-time regular employees will be eligible to receive holiday pay under the following regulations:

Employees will be paid their current rate based on a normal seven and one-half (7 ½) hour day for said holidays, eight (8) hours for 40 hour positions.

Paid holidays are designated as:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24 th
Fourth of July	Christmas Day
Labor Day	December 31 st

31.2 The employee must work or be on paid leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.

31.3 Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.

31.4 Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

31.5 No Union employee shall be required to work on Labor Day, except in case of emergency.

31.6 Holidays recognized by Item 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or credited an additional day at the discretion of the supervisor.

ARTICLE 28

Injury or Illness Outside the Scope of Employment

28.1 Employees who lose time from work on account of non-duty injury or illness may utilize available sick leave during the short term disability waiting period of seven (7) days. Vacation time may be approved for utilization upon exhausting available sick time based upon the sole discretion of the City Manager.

28.2 Disability Insurance - Sick Leave:

Upon successful completion of the probationary period, the Employer will provide at no cost to the full time regular employee, disability insurance as outlined per the attached Appendix C.

All claims for short-term disability will be paid 60% of base wages for each normally scheduled work day missed after the employee has satisfied the appropriate waiting period. At the employee's option, he or she may use accumulated leave time to offset the difference in full pay from 60% as long as a minimum total leave bank of 37 ½ hours is maintained.

28.3 During the first six (6) months of a non-duty connected disability, the Employer will continue to provide medical, dental, optical, prescription coverage, and life insurance. Sick and vacation leave will be earned only during the first month of non-duty connected disability.

28.4 If an employee is unable to return to work after six (6) months from the date of a non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option, benefit coverage can be continued under the provisions of COBRA. All remaining leave time shall be paid to the employee based upon the appropriate hourly rate. Accrued vacation, sick and personal time will be compensated at 100%.

28.5 The City will continue a non-duty disabled employee's medical, dental, optical, and prescription coverage, when a disputed Worker's Compensation claim has been filed, for 12 months or until the disputed claim is decided, whichever is less. Should the injury be determined not to be work related, then arrangements will be made for the employee to pay the cost for those months of coverage back to the City.

28.6 An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be an employee.

ARTICLE 29

Subrogation

29.1 Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ or the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee, dependents, or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.

Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of death, known dependents or personal representative or known next of kin and the Employer. Any party in interest shall have a right to join in said suit.

29.2 Prior to the entry of judgment, either the Employer or its insurance carrier or the employee or personal representative may settle claims as their interest shall appear and may execute releases therefor. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest and claim it might have.

29.3 In the event the injured employee, dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

29.4 In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee, dependents, or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee, dependents, or personal representative and shall be treated as an advance payment by either the Employer on account of any future payment of benefits.

29.5 Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 30

Jury Duty and Funeral Leave

30.1 Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and regular pay.

30.2 Funeral Leave: With the death of a spouse, child or stepchild, father, mother, father-in-law, or mother-in-law, a regular full time employee on request will be excused and receive payment for up to five (5) work days during the period commencing with the date of death and ending with the day after the funeral provided the employee attends the funeral. When death occurs in the remainder of the immediate family, i.e. stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, payment may be authorized for up to three (3) work days. Employees shall be entitled to pay for one (1) day to attend the funeral of the following family members: aunt, uncle, niece, or nephew. If the funeral for the above is to be held more than 250 miles from the metropolitan Detroit area, leave will be granted for up to five (5) days.

Employees will be granted one day off to attend the funeral or memorial service if not held immediately following death in accordance with the time off provisions listed above. In order to be approved, employees must submit written documentation from the funeral home of the date the event is held.