

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

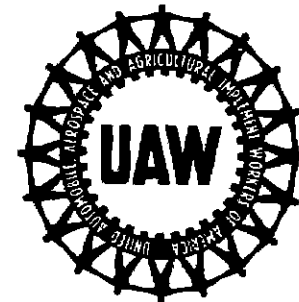
**CITY OF STERLING HEIGHTS**



**AND**

**UNITED AUTO WORKERS, UNIT 40 of LOCAL 412**

**PROFESSIONAL AND TECHNICAL EMPLOYEES**



**EFFECTIVE JULY 1, 2008 TO JUNE 30, 2013**



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	In-Network	Out-of-Network
<b>Human Organ Transplants</b>		
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
<b>Mental Health Care and Substance Abuse Treatment</b>		
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	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	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	
<b>Other Services</b>		
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 copay	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 90% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible	Covered – 80% 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
<b>Deductible, Copays and Dollar Maximums</b>		
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	\$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 care and private duty nursing *	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	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	\$1,000 per member, \$2,000 family per calendar year	\$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 Blue<sup>SM</sup> PPO Benefits-at-a-Glance for City of Sterling Heights Plan 7

City of Sterling Heights/UAW Professional & Technical Employees Union  
July 1, 2008 - June 30, 2012

	In-Network	Out-of-Network
<b>Preventive Services – Limited to \$500 per calendar year</b>		
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
Pedal Ocult 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
<b>Mammography</b>		
Mammography Screening	Covered – 90% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	
<b>Physician Office Services</b>		
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
<b>Emergency Medical Care</b>		
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
<b>Diagnostic Services</b>		
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
<b>Maternity Services Provided by a Physician</b>		
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
<b>Hospital Care</b>		
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
<b>Alternatives to Hospital Care</b>		
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
<b>Surgical Services</b>		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 80% after deductible

### AGREEMENT

**Section 1.** THIS AGREEMENT made and entered into between the CITY OF STERLING HEIGHTS (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UNIT 40 OF LOCAL 412, U.A.W. (hereinafter referred to as the "Union"), for and on behalf of ALL PROFESSIONAL AND TECHNICAL EMPLOYEES including but not limited to those positions listed on Appendix A. Additional part-time employees shall be included in the bargaining unit at the discretion of the City; however, at no time shall the City have less than 70% total full-time staffing.

**Section 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.

### Purpose and Intent

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Sterling Heights in its capacity as an Employer, the employees, the Union, and the people of the City of Sterling Heights.

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.

It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the Bargaining Unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal laws.

**ARTICLE 1**  
**Recognition**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined by the terms of this Agreement for those employees included in the bargaining unit described in Appendix A.

New classifications may be added thereto by agreement between the parties. Bargaining Unit positions shall not be reclassified or retitled resulting in the removal from the bargaining unit without prior agreement between the parties.

**ARTICLE 2**  
**Union Security**

**Section 1.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**Section 2.** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

**Section 3.** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

**Section 4.** Failure of an employee to complete the "Authorization for Check-off of Dues" form shall result in the Employer automatically deducting dues from the employee's paycheck in compliance with Public Act 604 (MCLA 408.477).

	In-Network	Out-of-Network
<b>Surgical Services</b>		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 60% after deductible
<b>Human Organ Transplants</b>		
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
<b>Mental Health Care and Substance Abuse Treatment</b>		
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% after deductible	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	
<b>Other Services</b>		
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		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
<b>Deductible, Copays and Dollar Maximums</b>		
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 Note: Deductible waived if service is performed in a PPO physician's office.	\$300 per member, \$1,000 family per calendar year 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	
<b>Optional Riders</b>		
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-OVS20, 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 PCD, 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 Blue<sup>SM</sup> PPO Benefits-at-a-Glance Plan 10

City of Sterling Heights/UAW Professional & Technical Employees Union  
July 1, 2008 - 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 riders. 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
<b>Preventive Care Services - *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year</b>		
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 restrictions	
<b>Physician Office Services</b>		
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
<b>Emergency Medical Care</b>		
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
<b>Diagnostic Services</b>		
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
<b>Maternity Services Provided by a Physician</b>		
Prenatal and Postnatal Care	Covered - 100% Includes care provided by a certified nurse midwife	Covered - 60% after deductible
Delivery and Nursery Care	Covered - 90% after deductible Includes delivery provided by a certified nurse midwife	Covered - 60% after deductible
<b>Hospital Care</b>		
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
<b>Alternatives to Hospital Care</b>		
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	

## Section 5.

No employee shall be terminated under this Article except as provided below:

- A. The Union has first notified the Employer in writing that the employee has elected not to join the Union.
- B. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
  1. Notify the employee of the provision of this Agreement.
  2. Obtain the employee's response.
  3. Notify the Union of the employee's response.
- C. In the event the employee has neither joined the Union nor signed the "Authorization for Representation Fee Deduction" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.
- D. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- E. The employee shall then be terminated unless the employee can produce evidence of compliance.

## ARTICLE 3

### Union Rights Clause

**Section 1.** The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in temporary situations, training, or cases of emergencies. It is not the intent of the City to replace permanent employees with temporary employees. Successive temporary appointments of the same person to the same position shall not total more than six (6) months.

**Section 2.** 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.

#### ARTICLE 4

##### Check off and Remittance of Dues and Fees

Section 1. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, representation fees and/or any other fees levied in accordance with the Constitution and Bylaws of the Union and the terms of this Agreement, from the pay of each employee who executes or has executed an "Authorization for Representation Fee Deduction" form. Such dues, and/or fees must be tendered by payroll deduction.

Section 2. Deduction for any calendar month shall be remitted to the Financial Secretary/Treasurer of U.A.W. Local Union 412 with a list of names of all employees from whom deductions have been made no later than fifteen (15) days following the month in which the deduction was made.

Section 3. The Employer agrees to provide this service without charge to the Union.

Section 4. The Employer shall advise the Local Union of all new hires.

Section 5. The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sums other than that constituting actual deductions made from wages earned by employees.

Section 6. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability reason of action not taken by the Employer for the purpose of complying with Article 2 - Union Security, and this Article.

#### ARTICLE 5

##### Extra Contract Agreements

Section 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 affects wages, hours or working conditions of said employees, or any individual employees in the Unit covered by this Agreement.

#### APPENDIX C

##### Blue Cross/Blue Shield Dental Plan

##### Coverage Description and Limits

- Class I: Diagnostic services, preventive services, and palliative treatment are covered at 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 75 percent of reasonable charges.
- Class III: Construction and replacement of dentures and bridges are covered at 75 percent of reasonable charges.
- Class IV: Orthodontic services are covered at 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.



APPENDIX B

Disability Insurance

Short Term Disability Income for Accident or Sickness

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

Long Term Disability Income Benefit

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

ARTICLE 6

Seniority

Section 1. The seniority date of all employees currently on payroll as of the beginning date of this Agreement shall be the date of hire with the City of Sterling Heights.

Those employees hired or transferred into a job classification covered by this Agreement after the beginning date of this Agreement, shall have the date of entry into the classification as their seniority date.

Section 2. Bargaining unit seniority, as defined in Section 1 above, shall prevail in the layoff and hiring of employees, in reducing the work force because of lack of work or other legitimate cause.

Section 3. Seniority shall not accrue to employees on leaves of absence without pay, time off without pay, and periods which the employee is not on the active payroll. These periods off the active payroll shall not be considered as a break or interruption of employment. However, seniority shall not accumulate during those periods except that employees on layoff, military leave, leaves during which employees are receiving Worker's Compensation and illness resulting from service connected disability shall not be deducted.

Section 4. An employee shall lose seniority and thus, employment shall be considered terminated for the following reasons only:

- A. Voluntary resignation.
- B. Discharge or permanently removed from the payroll and the separation is not reversed through the Grievance Procedure.
- C. Failure to return to work when recalled from layoff as set forth in the recall procedure.
- D. Retirement.
- E. Failure to return within five (5) days of the expiration of a leave-of-absence or is absent for three (3) consecutive work days without notifying the Employer. In case of emergency, exceptions may be made by the Employer.

Section 5. 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.

Section 6. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first six (6) months of employment.

City of Sterling Heights/UAW Professional & Technical Employees Union  
July 1, 2008 - June 30, 2012

ARTICLE 7  
Layoff and Recall

Layoffs:

**Section 1.** In the event there is a reduction in personnel, layoffs will be by seniority in the classification affected within the 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.** The following is the order in which layoffs will occur within the affected classification:

Non-Library Staff

- A. Temporary part-time employees.
- B. Temporary full-time employees.
- C. Probationary employees.
- D. Part-time employees.
- D. Full time employees.

Library Staff

- A. Temporary/substitute employees.
- B. Probationary employees.
- C. Part-time employees.
- D. Full-time 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 "A." above, employees faced with layoff 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.

POSITION	3%					
	A	B	C	D	E	F
<b>LIBRARIAN</b>						
ANNUAL	58,946	60,418	61,920	63,480	65,059	66,206
hrly	30,229	30,984	31,754	32,554	33,364	33,952
bi-wk	2,267.18	2,323.80	2,381.55	2,441.55	2,502.30	2,546.40
<b>BUILDING MAINTENANCE COORDINATOR</b>						
ANNUAL	59,707	61,198	62,731	64,289	65,900	66,725
hrly	30,619	31,384	32,170	32,969	33,795	34,218
bi-wk	2,296.43	2,353.80	2,412.75	2,472.68	2,534.63	2,566.35
<b>LIBRARY PROGRAMMING SPECIALIST</b>						
ANNUAL	60,052	61,553	63,082	64,662	66,286	68,458
hrly	30,796	31,566	32,350	33,160	33,993	35,107
bi-wk	2,309.70	2,367.45	2,426.25	2,487.00	2,549.48	2,633.03
<b>RECREATION SUPERVISOR</b>						
ANNUAL	61,393	62,928	64,500	66,120	67,764	69,295
hrly	31,484	32,271	33,077	33,908	34,751	35,536
bi-wk	2,361.30	2,420.33	2,480.78	2,543.10	2,606.33	2,665.20
<b>BUDGET MANAGEMENT COORDINATOR</b>						
ANNUAL	63,088	64,665	66,276	67,936	69,640	70,858
hrly	32,353	33,162	33,988	34,839	35,713	36,343
bi-wk	2,426.48	2,487.15	2,549.10	2,612.93	2,678.48	2,725.73
<b>ACCOUNTANT</b>						
ANNUAL	63,088	64,665	66,276	67,936	69,640	70,858
hrly	32,353	33,162	33,988	34,839	35,713	36,343
bi-wk	2,426.48	2,487.15	2,549.10	2,612.93	2,678.48	2,725.73
<b>LIBRARY SERVICE AREA COORDINATOR</b>						
ANNUAL	63,088	64,665	66,276	67,936	69,640	71,568
hrly	32,353	33,162	33,988	34,839	35,713	36,702
bi-wk	2,426.48	2,487.15	2,549.10	2,612.93	2,678.48	2,752.65
<b>PLANNING COORDINATOR</b>						
ANNUAL	64,492	66,105	67,758	69,445	71,190	72,083
hrly	33,073	33,900	34,748	35,613	36,508	36,966
bi-wk	2,480.48	2,542.50	2,606.10	2,670.98	2,738.10	2,772.45

3%						
POSITION						
VIDEO PRODUCTION TECHNICIAN						
ANNUAL	13,580	15,089	16,598	16,764	16,848	17,059
hrly						
bi-wk						
LIBRARIAN ASSISTANT						
ANNUAL	27,281	27,966	28,664	29,382	30,115	30,644
hrly						
bi-wk						
HELP DESK TECHNICIAN						
ANNUAL	41,480	42,521	43,572	44,676	45,784	46,357
hrly	21,272	21,806	22,345	22,911	23,479	23,773
bi-wk	1,595.40	1,635.45	1,675.88	1,718.33	1,760.93	1,782.98
ANIMAL CONTROL OFFICER						
ANNUAL	44,245	45,356	46,477	47,654	48,836	50,188
hrly	21,272	21,806	22,345	22,911	23,479	24,129
bi-wk	1,701.76	1,744.48	1,787.60	1,832.88	1,878.32	1,930.32
BROADCAST PRODUCTION SPECIALIST						
ANNUAL	46,597	47,761	48,958	50,183	51,437	52,082
hrly	23,896	24,493	25,107	25,735	26,378	26,709
bi-wk	1,792.20	1,836.98	1,883.03	1,930.13	1,978.35	2,003.18
POLICE LAB TECHNICIAN						
ANNUAL	47,457	48,636	49,855	51,097	52,374	53,033
hrly	23,816	23,383	23,969	24,566	25,180	25,497
bi-wk	1,825.28	1,870.64	1,917.52	1,965.28	2,014.40	2,039.76
RECREATION SPECIALIST						
ANNUAL	49,067	50,292	51,561	52,841	54,151	54,837
hrly	25,163	25,791	26,442	27,098	27,770	28,122
bi-wk	1,887.23	1,934.33	1,983.15	2,032.35	2,082.75	2,109.15
CITIZEN SERVICES SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	57,519
hrly	26,392	27,050	27,725	28,422	29,134	29,497
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,212.28
COMMUNITY RELATIONS SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	57,519
hrly	26,392	27,050	27,725	28,422	29,134	29,497
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,212.28
MANAGEMENT SERVICES SPECIALIST						
ANNUAL	52,492	53,804	55,146	56,528	57,942	58,669
hrly	26,519	27,592	28,280	28,989	29,714	30,087
bi-wk	2,018.93	2,069.40	2,121.00	2,174.18	2,228.55	2,256.53
COMMUNICATIONS SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	57,805
hrly	26,392	27,050	27,725	28,422	29,134	29,644
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,223.30
SENIOR BROADCAST PRODUCTION SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	57,805
hrly	26,392	27,050	27,725	28,422	29,134	29,644
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,223.30
NEIGHBORHOOD SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	57,805
hrly	26,392	27,050	27,725	28,422	29,134	29,644
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,223.30
CDBG SPECIALIST						
ANNUAL	51,464	52,747	54,063	55,422	56,811	58,381
hrly	26,392	27,050	27,725	28,422	29,134	29,939
bi-wk	1,979.40	2,028.75	2,079.38	2,131.65	2,185.05	2,245.43
PURCHASING SPECIALIST						
ANNUAL	53,266	54,600	55,961	57,370	58,800	60,426
hrly	27,316	28,000	28,698	29,421	30,154	30,988
bi-wk	2,048.70	2,100.00	2,152.35	2,206.58	2,261.55	2,324.10
BROADCAST PROGRAMMING SPECIALIST						
ANNUAL	56,316	57,727	59,170	60,654	62,169	63,571
hrly	28,880	29,604	30,344	31,105	31,882	32,601
bi-wk	2,166.00	2,220.30	2,275.80	2,332.88	2,391.15	2,445.08
INFO TECHNOLOGY SPECIALIST						
ANNUAL	59,024	60,494	62,011	63,562	65,155	65,970
hrly	30,269	31,023	31,801	32,596	33,413	33,831
bi-wk	2,270.18	2,326.73	2,385.08	2,444.70	2,505.98	2,537.33

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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.

**Recall:**

**Section 1.** When recalling employees following a layoff or reduction to their former bargaining unit classification and department, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled. If a full time bargaining unit employee is laid off and a part-time position becomes available, the full time employee shall have the option of accepting or rejecting the part-time position.

**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.

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ARTICLE 8

Discharge or Suspension

**Section 1.** The Employer shall not discharge or suspend any employee without just cause. Discharge must be by written notice to the employee and the Union. Any employee aggrieved by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 10 of this contract, going immediately to Step #3.

**Section 2.** In cases of discharge or suspension of five (5) work days or more, the employee may see the Union Steward before leaving city property.

**Section 3.** The Union shall not represent newly hired or transferred employees from other bargaining units who are discharged or disciplined during their probationary period except if discharged or disciplined for union activities.

ARTICLE 9

Election of Remedies

**Section 1.** When the same remedies are available for a 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.

**Section 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.

**Section 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.

POSITION	A	B	C	D	E	F
<b>LIBRARIAN</b>						
ANNUAL	57,230	58,659	60,116	61,631	63,164	64,777
hrly	29,349	30,082	30,829	31,606	32,392	32,963
bi-wk	2,201.18	2,256.15	2,312.18	2,370.45	2,429.40	2,472.23
<b>BUILDING MAINTENANCE COORDINATOR</b>						
ANNUAL	57,967	59,416	60,904	62,417	63,981	64,780
hrly	29,727	30,470	31,233	32,009	32,811	33,221
bi-wk	2,229.53	2,285.25	2,342.48	2,400.68	2,460.83	2,491.58
<b>LIBRARY PROGRAMMING SPECIALIST</b>						
ANNUAL	58,303	59,761	61,245	62,778	64,355	66,463
hrly	29,899	30,647	31,408	32,194	33,003	34,094
bi-wk	2,242.43	2,298.53	2,355.60	2,414.55	2,475.23	2,556.30
<b>RECREATION SUPERVISOR</b>						
ANNUAL	59,605	61,095	62,622	64,194	65,791	67,276
hrly	30,567	31,331	32,114	32,920	33,739	34,501
bi-wk	2,292.53	2,349.83	2,408.55	2,469.00	2,530.43	2,587.58
<b>BUDGET MANAGEMENT COORDINATOR</b>						
ANNUAL	61,251	62,782	64,346	65,956	67,612	68,803
hrly	31,411	32,196	32,998	33,824	34,673	35,284
bi-wk	2,355.83	2,414.70	2,474.85	2,536.80	2,600.48	2,646.30
<b>ACCOUNTANT</b>						
ANNUAL	61,251	62,782	64,346	65,956	67,612	68,803
hrly	31,411	32,196	32,998	33,824	34,673	35,284
bi-wk	2,355.83	2,414.70	2,474.85	2,536.80	2,600.48	2,646.30
<b>LIBRARY SERVICE AREA COORDINATOR</b>						
ANNUAL	61,251	62,782	64,346	65,956	67,612	69,484
hrly	31,411	32,196	32,998	33,824	34,673	35,633
bi-wk	2,355.83	2,414.70	2,474.85	2,536.80	2,600.48	2,672.48
<b>PLANNING COORDINATOR</b>						
ANNUAL	62,614	64,180	65,785	67,423	69,117	69,983
hrly	32,110	32,913	33,736	34,576	35,445	35,889
bi-wk	2,408.25	2,468.48	2,530.20	2,593.20	2,658.38	2,691.68

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN ANNUAL -hrly -bi-wk	13,185 26,486	14,650 27,151	16,115 27,829	16,276 28,526	16,357 29,238	16,562 29,752
LIBRARIAN - PART-TIME ANNUAL -hrly -bi-wk	40,271 20,652 1,548.90	41,283 21,171 1,587.83	42,303 21,694 1,627.05	43,375 22,244 1,668.30	44,450 22,795 1,709.63	45,007 23,081 1,731.08
ANIMAL CONTROL OFFICER ANNUAL -hrly -bi-wk	42,956 20,652 1,652.16	44,035 21,171 1,693.68	45,123 21,694 1,735.52	46,267 22,244 1,779.52	47,413 22,795 1,823.60	48,726 23,426 1,874.08
BROADCAST PRODUCTION SPECIALIST ANNUAL -hrly -bi-wk	45,240 23,200 1,740.00	46,371 23,780 1,783.50	47,533 24,376 1,828.20	48,720 24,985 1,873.88	49,939 25,610 1,920.75	50,565 25,931 1,944.83
POLICE LAB TECHNICIAN ANNUAL -hrly -bi-wk	46,074 22,151 1,772.08	47,220 22,702 1,816.16	48,403 23,271 1,861.68	49,608 23,850 1,908.00	50,849 24,447 1,955.76	51,488 24,754 1,980.32
RECREATION SPECIALIST ANNUAL -hrly -bi-wk	47,638 24,430 1,823.25	48,828 25,040 1,878.00	50,060 25,672 1,925.40	51,302 26,309 1,973.18	52,573 26,961 2,022.08	53,240 27,303 2,047.73
CITIZEN SERVICES SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	55,844 28,638 2,147.85
COMMUNITY RELATIONS SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	55,844 28,638 2,147.85
MANAGEMENT SERVICES SPECIALIST ANNUAL -hrly -bi-wk	50,963 26,135 1,960.13	52,236 26,788 2,009.10	53,539 27,456 2,059.20	54,882 28,145 2,110.88	56,255 28,849 2,163.68	56,961 29,211 2,190.83
COMMUNICATIONS SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	56,122 28,781 2,158.58
SENIOR BROADCAST PRODUCTION SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	56,122 28,781 2,158.58
NEIGHBORHOOD SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	56,122 28,781 2,158.58
CDBG SPECIALIST ANNUAL -hrly -bi-wk	49,964 25,623 1,921.73	51,210 26,262 1,969.65	52,488 26,917 2,018.78	53,808 27,594 2,069.55	55,155 28,285 2,121.38	56,680 29,067 2,180.03
PURCHASING SPECIALIST ANNUAL -hrly -bi-wk	51,714 26,520 1,989.00	53,008 27,184 2,038.80	54,330 27,862 2,089.65	55,699 28,564 2,142.30	57,088 29,276 2,195.70	58,665 30,085 2,256.38
BROADCAST PROGRAMMING SPECIALIST ANNUAL -hrly -bi-wk	54,676 28,039 2,102.93	56,046 28,742 2,155.65	57,447 29,460 2,209.50	58,888 30,199 2,264.93	60,358 30,953 2,321.48	61,719 31,651 2,373.83
INFORMATION TECHNOLOGY SPECIALIST ANNUAL -hrly -bi-wk	57,304 29,387 2,204.03	58,732 30,119 2,258.93	60,206 30,875 2,315.63	61,711 31,647 2,373.83	63,258 32,440 2,433.00	64,049 32,846 2,463.45

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ARTICLE 10

Grievance Procedure

**Section 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.

Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure herein.

The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

**Section 2.** Grievances shall be filed in writing within ten (10) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Union and the City. For purposes of this article, all time periods shall be calendar days.

**Section 3.** Grievances shall be processed according to the following steps:

**Step 1. Verbal (Immediate Supervisor)** - Employees who believe they have a grievance may discuss their complaint with the immediate supervisor with or without the presence of their steward. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory resolve of the matter. The employee shall have the right to discuss the complaint with their steward before any discussion takes place with the immediate supervisor. The supervisor shall make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with their steward. The immediate supervisor shall give a verbal answer within twenty-four (24) hours.

**Step 2. Written (Immediate Supervisor)** - If the matter is not satisfactorily settled verbally at Step 1, a grievance may be submitted in written form by the steward to the immediate supervisor. The supervisor shall sign and date the grievance form when received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, that the grievant claims have been violated. The supervisor shall discuss the grievance with the steward and the aggrieved employee(s) within five (5) days of his/her receipt of the grievance and render a written answer to the steward within five (5) days of such discussion. The written answer shall outline in detail the basis or reason such decision was arrived at and why. Any documentation, orders, or rules and regulations shall be attached.

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**Step 3. Human Resources Director** - If the matter is not satisfactorily resolved at Step 2, the grievance shall be referred to the Human Resources Director. The Human Resources Director or designated representative shall sign and date the grievance when received. The Human Resources Director or designated representative will hold a meeting with the unit chairperson and/or designated representative and the steward within seven (7) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Human Resources Director or designated representative shall provide a written answer within seven (7) days of the meeting.

**Step 4. Regional Review** - If not satisfactorily settled at Step 3, the Human Resources Director, shall send a copy of the written grievance and its Step 2 and Step 3 answers to the Regional Director of the Union within seven (7) days following the Step 3 meeting. The Regional Director of the Union or designated representative, after receiving the grievance and its answers, will review the matter. If it is one on which the arbitrator has power and authority to rule, and if it merits appeal, the Human Resources Director or designated representative shall within ten (10) working days of receipt of said grievance and answer, arrange a meeting with the Unit chairperson and the Human Resources Director. At the option of the Human Resources Director, other management members may be present. At the option of the Regional Director or designated representative, other union representatives may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

**Step 5. Arbitration** - Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to arbitration by either party (City or Union) in accordance with this article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator to act as chairman, be appointed from either of, the American Arbitration Association (AAA), the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS), in accordance with their applicable rules and regulations.

**Section 4. Pre-Arbitration.** Within thirty (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.

- A. At that time, the parties should arrange a mutual meeting to review the case and make any last minute changes.
- B. If such meeting fails to resolve the matter, the parties agree that only the items and evidence presented at these pre-arbitration meetings can be presented at the arbitration hearing.

POSITION	3%					
	A	B	C	D	E	F
<b>LIBRARIAN</b>						
ANNUAL	55,563	56,951	58,365	59,835	61,325	62,405
hrly	28,494	29,206	29,931	30,685	31,449	32,003
bi-wk	2,137.05	2,190.45	2,244.83	2,301.38	2,358.68	2,400.23
<b>BUILDING MAINTENANCE COORDINATOR</b>						
ANNUAL	56,278	57,686	59,129	60,600	62,117	62,893
hrly	28,861	29,583	30,323	31,077	31,855	32,253
bi-wk	2,164.58	2,218.73	2,274.23	2,330.78	2,389.13	2,418.98
<b>LIBRARY PROGRAMMING SPECIALIST</b>						
ANNUAL	56,604	58,020	59,461	60,949	62,481	64,527
hrly	29,028	29,754	30,493	31,256	32,042	33,091
bi-wk	2,177.10	2,231.55	2,286.98	2,344.20	2,403.15	2,481.83
<b>RECREATION SUPERVISOR</b>						
ANNUAL	57,870	59,315	60,799	62,323	63,874	65,317
hrly	29,677	30,418	31,179	31,961	32,756	33,496
bi-wk	2,225.78	2,281.35	2,338.43	2,397.08	2,456.70	2,512.20
<b>BUDGET MANAGEMENT COORDINATOR</b>						
ANNUAL	59,467	60,953	62,472	64,036	65,642	66,799
hrly	30,496	31,258	32,037	32,839	33,663	34,256
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,569.20
<b>ACCOUNTANT</b>						
ANNUAL	59,467	60,953	62,472	64,036	65,642	66,799
hrly	30,496	31,258	32,037	32,839	33,663	34,256
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,569.20
<b>LIBRARY SERVICE AREA COORDINATOR</b>						
ANNUAL	59,467	60,953	62,472	64,036	65,642	67,460
hrly	30,496	31,258	32,037	32,839	33,663	34,595
bi-wk	2,287.20	2,344.35	2,402.78	2,462.93	2,524.73	2,594.63
<b>PLANNING COORDINATOR</b>						
ANNUAL	60,791	62,310	63,868	65,459	67,105	67,945
hrly	31,175	31,954	32,753	33,569	34,413	34,844
bi-wk	2,336.13	2,396.55	2,456.48	2,517.68	2,580.98	2,613.30

POSITION	2008	2009	2010	2011	2012	2013
<b>VIDEO PRODUCTION TECHNICIAN</b>						
ANNUAL	12,801	14,223	15,645	15,802	15,881	16,079
hrly						
bi-wk						
<b>LIBRARIAN - PART-TIME</b>						
hrly	25,715	26,361	27,018	27,695	28,387	28,885
<b>HELP DESK TECHNICIAN</b>						
ANNUAL	39,097	40,080	41,070	42,112	43,155	43,697
hrly	20,050	20,554	21,062	21,596	22,131	22,409
bi-wk	1,503.75	1,541.55	1,579.65	1,619.70	1,659.85	1,680.68
<b>ANIMAL CONTROL OFFICER</b>						
ANNUAL	41,704	42,752	43,808	44,919	46,032	47,307
hrly	20,050	20,554	21,062	21,596	22,131	22,744
bi-wk	1,604.00	1,644.32	1,684.96	1,727.68	1,770.48	1,819.52
<b>BROADCAST PRODUCTION SPECIALIST</b>						
ANNUAL	43,921	45,019	46,148	47,301	48,484	49,093
hrly	22,524	23,087	23,656	24,257	24,864	25,176
bi-wk	1,689.30	1,731.53	1,774.95	1,819.28	1,864.80	1,888.20
<b>POLICE LAB TECHNICIAN</b>						
ANNUAL	44,732	45,845	46,993	48,162	49,358	49,988
hrly	21,906	22,041	22,593	23,155	23,735	24,033
bi-wk	1,720.48	1,763.28	1,807.44	1,852.40	1,898.80	1,922.64
<b>RECREATION SPECIALIST</b>						
ANNUAL	46,250	47,406	48,601	49,808	51,043	51,690
hrly	23,718	24,311	24,924	25,543	26,176	26,508
bi-wk	1,778.85	1,823.33	1,869.20	1,915.73	1,963.20	1,988.10
<b>CITIZEN SERVICES SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,217
hrly	24,877	25,497	26,133	26,790	27,461	27,804
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,085.30
<b>COMMUNITY RELATIONS SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,217
hrly	24,877	25,497	26,133	26,790	27,461	27,804
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,085.30
<b>MANAGEMENT SERVICES SPECIALIST</b>						
ANNUAL	49,479	50,715	51,979	53,283	54,617	55,302
hrly	25,374	26,008	26,656	27,325	28,009	28,360
bi-wk	1,903.05	1,950.60	1,999.20	2,049.38	2,100.68	2,127.00
<b>COMMUNICATIONS SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24,877	25,497	26,133	26,790	27,461	27,943
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
<b>SENIOR BROADCAST PRODUCTION SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24,877	25,497	26,133	26,790	27,461	27,943
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
<b>NEIGHBORHOOD SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	54,488
hrly	24,877	25,497	26,133	26,790	27,461	27,943
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,095.73
<b>CDBG SPECIALIST</b>						
ANNUAL	48,510	49,719	50,959	52,240	53,548	55,029
hrly	24,877	25,497	26,133	26,790	27,461	28,220
bi-wk	1,865.78	1,912.28	1,959.98	2,009.25	2,059.58	2,116.50
<b>PURCHASING SPECIALIST</b>						
ANNUAL	50,208	51,464	52,747	54,077	55,424	56,957
hrly	25,748	26,392	27,050	27,732	28,423	29,209
bi-wk	1,931.10	1,979.40	2,028.75	2,079.90	2,131.73	2,190.68
<b>BROADCAST PROGRAMMING SPECIALIST</b>						
ANNUAL	53,082	54,414	55,773	57,172	58,599	59,921
hrly	27,222	27,905	28,602	29,319	30,051	30,729
bi-wk	2,041.65	2,092.88	2,145.15	2,198.93	2,253.83	2,304.68
<b>INFO TECHNOLOGY SPECIALIST</b>						
ANNUAL	55,635	57,021	58,453	59,913	61,415	62,183
hrly	28,531	29,242	29,976	30,725	31,495	31,889
bi-wk	2,139.83	2,193.15	2,248.20	2,304.38	2,362.13	2,391.68

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- C. It is further agreed that the Union will present their case first at arbitration, in cases regarding contract violations and that in cases of discipline and rate for new positions, that the City shall present their case first.

**Section 5. Power and Authority of the Arbitrator.** The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement, and:

- A. Shall have no authority to require the City to purchase buildings, equipment or material.
- B. Shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- C. Shall have no authority to grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between contract periods.
- D. Shall have no power to substitute its discretion for the City's discretion in cases where the City has been given discretion by this Agreement.
- E. Shall have no power to decide any question 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 would be no interference with such responsibilities except as it may be specifically limited by this Agreement.
- F. Shall have no authority to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.
- G. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion which by State law or City Charter, the City cannot delegate, alienate or relinquish.
- H. All claims for back wages shall be limited to the amount of back wages the employee would have earned on the job less compensation earned during time off.

**Section 6. Decisions.**

- A. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- B. The decision of the arbitrator shall be final and binding upon the City, and the Union and the affected employee(s), and there shall be no appeal of the arbitrator's decision, if made in accordance with its jurisdiction and authority under this Agreement.
- C. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 4 of the Grievance Procedure, and any grievance not submitted within such period shall be deemed withdrawn.
- D. In the event a case is appealed to the arbitrator and the arbitrator finds that it has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

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- E. The expenses of the arbitrator shall be shared equally by the City and the Union.
- F. The City and the Union shall individually make arrangements for, and pay the expense of their respective witnesses who are called by them.
- G. The aggrieved, the Union representatives, and any other Sterling Heights employee witnesses testifying before such proceedings shall not lose pay for the time off the job during arbitration proceedings.
- H. All records, reports, and other information pertaining to a grievance which the requesting party seeks to utilize in a grievance proceeding shall be made available within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.
- I. Grievances affecting more than one (1) employee may be treated as group grievances and entered at Step 3 of the grievance procedure by the Union.
- J. In instances where the subject matter of the grievance lies within the jurisdiction of specific city agencies, e.g., payroll, etc., the grievance steps may be reduced in order to bring the grievance to the Union's immediate attention for a recommendation as to the action to be taken at Step 3.
- K. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Union.

3%						
POSITION	A	B	C	D	E	F
<b>LIBRARIAN</b>						
ANNUAL	53,944	55,292	56,665	58,092	59,539	60,588
July	27,664	28,355	29,059	29,791	30,533	31,071
bi-wk	2,074.80	2,126.63	2,179.43	2,234.33	2,289.98	2,330.33
<b>BUILDING MAINTENANCE COORDINATOR</b>						
ANNUAL	54,639	56,005	57,408	58,835	60,307	61,062
July	28,020	28,721	29,440	30,172	30,927	31,314
bi-wk	2,101.50	2,154.08	2,208.00	2,262.90	2,319.53	2,348.55
<b>LIBRARY PROGRAMMING SPECIALIST</b>						
ANNUAL	54,956	56,329	57,729	59,174	60,662	62,647
July	28,183	28,887	29,605	30,346	31,109	32,127
bi-wk	2,113.73	2,166.53	2,220.38	2,275.95	2,333.18	2,409.53
<b>RECREATION SUPERVISOR</b>						
ANNUAL	56,185	57,587	59,028	60,508	62,013	63,414
July	28,813	29,532	30,271	31,030	31,802	32,520
bi-wk	2,160.98	2,214.90	2,270.33	2,327.25	2,385.15	2,439.00
<b>BUDGET MANAGEMENT COORDINATOR</b>						
ANNUAL	57,735	59,178	60,652	62,171	63,731	64,853
July	29,608	30,348	31,104	31,883	32,683	33,258
bi-wk	2,220.60	2,276.10	2,332.80	2,391.23	2,451.23	2,494.35
<b>ACCOUNTANT</b>						
ANNUAL	57,735	59,178	60,652	62,171	63,731	64,853
July	29,608	30,348	31,104	31,883	32,683	33,258
bi-wk	2,220.60	2,276.10	2,332.80	2,391.23	2,451.23	2,494.35
<b>LIBRARY SERVICE AREA COORDINATOR</b>						
ANNUAL	57,735	59,178	60,652	62,171	63,731	65,494
July	29,608	30,348	31,104	31,883	32,683	33,587
bi-wk	2,220.60	2,276.10	2,332.80	2,391.23	2,451.23	2,519.03
<b>PLANNING COORDINATOR</b>						
ANNUAL	59,020	60,464	62,008	63,552	65,151	65,966
July	30,267	31,023	31,799	32,591	33,411	33,829
bi-wk	2,270.03	2,326.73	2,384.93	2,444.33	2,505.83	2,537.18

ARTICLE 11

Union Representation

Section 1.

- A. There shall be one (1) Unit chairperson, one (1) steward, and one (1) recording secretary chosen from among employees of this Agreement in a manner to be determined by the Union. In the absence of the chairperson, steward, and/or recording secretary, an alternate shall be appointed.
- B. The Union shall designate to the Employer, in writing, the names of the chairperson, steward, and recording secretary. In the event there is a change in representation, the Union shall give timely notice to the Employer or designated Management representative.
- C. The steward, chairperson, unit recording secretary may investigate and process employee grievances without loss of time or pay.
- D. Before entering upon such Union business, the steward, chairperson and/or recording secretary, as the case may be, shall give notice and receive approval from the City Manager or designated representative for release from his/her work assignment for such time as may be necessary to conduct such Union business. Approval shall not be



POSITION	2008	2009	2010	2011	2012	2013
<b>VIDEO PRODUCTION TECHNICIAN</b>						
ANNUAL	12,428	13,809	15,190	15,342	15,418	15,611
hrly						
bi-wk						
<b>LIBRARIAN - PART-TIME</b>						
ANNUAL	24,966	25,593	26,231	26,889	27,560	28,044
hrly						
bi-wk						
<b>HELP DESK TECHNICIAN</b>						
ANNUAL	37,958	38,912	39,875	40,885	41,897	42,424
hrly	19,466	19,955	20,449	20,967	21,486	21,756
bi-wk	1,459.95	1,496.63	1,533.68	1,572.53	1,611.45	1,631.70
<b>ANIMAL CONTROL OFFICER</b>						
ANNUAL	40,489	41,506	42,533	43,611	44,690	45,990
hrly	19,466	19,955	20,449	20,967	21,486	22,082
bi-wk	1,557.28	1,596.40	1,635.92	1,677.36	1,718.88	1,766.56
<b>BROADCAST PRODUCTION SPECIALIST</b>						
ANNUAL	42,642	43,709	44,805	45,922	47,073	47,663
hrly	21,868	22,415	22,977	23,550	24,140	24,443
bi-wk	1,640.10	1,681.13	1,723.28	1,766.25	1,810.50	1,833.23
<b>POLICE LAB TECHNICIAN</b>						
ANNUAL	43,430	44,509	45,624	46,760	47,931	48,532
hrly	20,880	21,399	21,935	22,481	23,044	23,333
bi-wk	1,670.40	1,711.92	1,754.80	1,798.48	1,843.52	1,866.64
<b>RECREATION SPECIALIST</b>						
ANNUAL	44,902	46,025	47,186	48,358	49,557	50,185
hrly	23,027	23,603	24,198	24,799	25,414	25,736
bi-wk	1,727.03	1,770.23	1,814.85	1,859.93	1,906.05	1,930.20
<b>CITIZEN SERVICES SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	52,638
hrly	24,152	24,754	25,372	26,010	26,661	26,994
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,024.55
<b>COMMUNITY RELATIONS SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	52,638
hrly	24,152	24,754	25,372	26,010	26,661	26,994
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,024.55
<b>MANAGEMENT SERVICES SPECIALIST</b>						
ANNUAL	48,038	49,237	50,466	51,731	53,026	53,691
hrly	24,635	25,250	25,880	26,529	27,193	27,534
bi-wk	1,947.63	1,893.75	1,941.00	1,989.68	2,039.48	2,065.05
<b>COMMUNICATIONS SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	52,901
hrly	24,152	24,754	25,372	26,010	26,661	27,129
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,034.68
<b>SENIOR BROADCAST PRODUCTION SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	52,901
hrly	24,152	24,754	25,372	26,010	26,661	27,129
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,034.68
<b>NEIGHBORHOOD SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	52,901
hrly	24,152	24,754	25,372	26,010	26,661	27,129
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,034.68
<b>CDBG SPECIALIST</b>						
ANNUAL	47,096	48,270	49,475	50,719	51,988	53,426
hrly	24,152	24,754	25,372	26,010	26,661	27,398
bi-wk	1,811.40	1,856.55	1,902.90	1,950.75	1,999.58	2,054.85
<b>PURCHASING SPECIALIST</b>						
ANNUAL	48,746	49,964	51,210	52,501	53,810	55,298
hrly	24,998	25,623	26,262	26,924	27,595	28,358
bi-wk	1,874.85	1,921.73	1,969.65	2,019.30	2,069.63	2,126.85
<b>BROADCAST PROGRAMMING SPECIALIST</b>						
ANNUAL	51,536	52,829	54,149	55,506	56,893	58,176
hrly	26,429	27,092	27,769	28,465	29,176	29,834
bi-wk	1,982.18	2,031.90	2,082.68	2,134.88	2,188.20	2,237.55
<b>INFO TECHNOLOGY SPECIALIST</b>						
ANNUAL	54,015	55,360	56,750	58,168	59,627	60,372
hrly	27,700	28,390	29,103	29,830	30,578	30,960
bi-wk	2,077.50	2,129.25	2,182.73	2,237.25	2,293.35	2,322.00

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withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be proper subject for a Special Conference, as provided in Step 3, as provided by this Agreement.

**Section 2.** The Unit chairperson, steward, and recording secretary shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, if they are qualified to perform the work.

**Section 3.** The Union shall be provided with a suitable bulletin board at each location for the posting of Union notices and other materials.

**Section 4.** The Union may schedule meetings on City property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, subject to approval of the City Manager or designated representative, and shall not be arbitrarily or unreasonably withheld.

ARTICLE 12

Leave of Absence

**Section 1. Union Leave of Absence** The Employer shall give reasonable time off up to fifteen (15) work days, per calendar year, without discrimination or loss of seniority rights, without pay to employees designated by the Union to attend Union business, provided 72 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted, provided there shall be no disruption of operations due to lack of employees.

**Section 2. Non-Union Leave of Absence** The City Manager may grant in his sole discretion, leaves of absence for up to six (6) months without pay or other benefits except for seniority. Upon return from a leave of absence, an employee shall be guaranteed the same or equal position and same rate of pay received prior to beginning the leave of absence.

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ARTICLE 13

No Strike/No Lockout

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in a strike, a slow-down, or any concerted effort to diminish the quantity of the work performed by the members of the bargaining unit, and the Union will take appropriate action to prevent the continuance of any such concerted efforts on the part of the members of the bargaining unit. As a corollary to the no strike clause, the Employer herewith agrees that during the life of this Agreement, it shall not cause, nor permit to be caused a lock-out of the employees covered by this Agreement.

ARTICLE 14

Successorship

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

ARTICLE 15

Equipment, Accidents and Reports

Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. The employee 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.

ARTICLE 16

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 the employee's seniority, at the then current rate of such work, provided the employee has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided the employee reports to work within ninety (90) days of the date discharged from such service with the United States Government.

POSITION	2.75%					
	A	B	C	D	E	F
<b>LIBRARIAN</b>						
ANNUAL	52,373	53,661	55,015	56,399	57,805	58,823
July	26,858	27,529	28,213	28,923	29,644	30,166
bi-week	2,014.35	2,064.68	2,115.98	2,169.23	2,223.30	2,262.45
<b>BUILDING MAINTENANCE COORDINATOR</b>						
ANNUAL	53,047	54,373	55,736	57,121	58,550	59,283
July	27,204	27,884	28,583	29,293	30,026	30,402
bi-week	2,040.30	2,091.30	2,143.73	2,196.98	2,251.95	2,280.15
<b>LIBRARY PROGRAMMING SPECIALIST</b>						
ANNUAL	53,355	54,689	56,048	57,450	58,895	60,822
July	27,362	28,046	28,743	29,462	30,203	31,191
bi-week	2,052.15	2,103.45	2,155.73	2,209.65	2,265.23	2,339.33
<b>RECREATION SUPERVISOR</b>						
ANNUAL	54,549	55,910	57,308	58,745	60,208	61,567
July	27,974	28,672	29,389	30,126	30,876	31,573
bi-week	2,098.05	2,150.40	2,204.18	2,259.45	2,315.70	2,367.98
<b>BUDGET MANAGEMENT COORDINATOR</b>						
ANNUAL	56,054	57,454	58,886	60,360	61,875	62,963
July	28,746	29,464	30,198	30,954	31,731	32,289
bi-week	2,155.95	2,209.80	2,264.85	2,321.55	2,379.83	2,421.68
<b>ACCOUNTANT</b>						
ANNUAL	56,054	57,454	58,886	60,360	61,875	62,963
July	28,746	29,464	30,198	30,954	31,731	32,289
bi-week	2,155.95	2,209.80	2,264.85	2,321.55	2,379.83	2,421.68
<b>LIBRARY SERVICE AREA COORDINATOR</b>						
ANNUAL	56,054	57,454	58,886	60,360	61,875	63,587
July	28,746	29,464	30,198	30,954	31,731	32,609
bi-week	2,155.95	2,209.80	2,264.85	2,321.55	2,379.83	2,445.68
<b>PLANNING COORDINATOR</b>						
ANNUAL	57,300	58,732	60,202	61,701	63,254	64,045
July	29,385	30,119	30,873	31,642	32,438	32,844
bi-week	2,205.88	2,258.93	2,315.48	2,373.15	2,432.85	2,463.30

2.75%

POSITION	A	B	C	D	E	F
VIDEO PRODUCTION TECHNICIAN	12,066	13,407	14,747	14,895	14,969	15,156
LIBRARIAN - PART-TIME	24,238	24,847	25,467	26,105	26,757	27,227
HELP DESK TECHNICIAN	36,853	37,779	38,713	39,694	40,677	41,187
ANNUAL	18,899	19,374	19,853	20,356	20,860	21,122
hrly	1,417.43	1,453.05	1,488.98	1,526.70	1,564.50	1,584.15
bi-wk						
ANIMAL CONTROL OFFICER	39,309	40,297	41,294	42,340	43,388	44,593
ANNUAL	18,899	19,374	19,853	20,356	20,860	21,439
hrly	1,511.92	1,549.92	1,588.24	1,628.48	1,668.80	1,715.12
bi-wk						
BROADCAST PRODUCTION SPECIALIST	41,400	42,435	43,500	44,584	45,702	46,275
ANNUAL	21,231	21,762	22,308	22,864	23,437	23,731
hrly	1,592.33	1,632.15	1,673.10	1,714.80	1,757.78	1,779.83
bi-wk						
POLICE LAB TECHNICIAN	42,165	43,214	44,295	45,398	46,535	47,118
ANNUAL	20,272	20,776	21,296	21,826	22,373	22,653
hrly	1,621.76	1,662.08	1,703.68	1,746.08	1,789.84	1,812.24
bi-wk						
RECREATION SPECIALIST	43,594	44,686	45,811	46,950	48,114	48,722
ANNUAL	22,356	22,916	23,493	24,077	24,674	24,986
hrly	1,676.70	1,718.70	1,761.98	1,805.78	1,850.55	1,873.95
bi-wk						
CITIZEN SERVICES SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,105
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,208
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,965.60
bi-wk						
COMMUNITY RELATIONS SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,105
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,208
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,965.60
bi-wk						
MANAGEMENT SERVICES SPECIALIST	46,638	47,804	48,995	50,224	51,481	52,127
ANNUAL	23,917	24,515	25,126	25,756	26,401	26,732
hrly	1,793.78	1,838.63	1,884.45	1,931.70	1,980.08	2,004.90
bi-wk						
COMMUNICATIONS SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,361
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,339
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,975.43
bi-wk						
SENIOR BROADCAST PRODUCTION SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,361
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,339
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,975.43
bi-wk						
NEIGHBORHOOD SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,361
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,339
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,975.43
bi-wk						
ODBG SPECIALIST	45,725	46,864	48,034	49,241	50,473	51,870
ANNUAL	23,449	24,033	24,633	25,252	25,884	26,600
hrly	1,758.68	1,802.48	1,847.48	1,893.90	1,941.30	1,995.00
bi-wk						
PURCHASING SPECIALIST	47,326	48,510	49,719	50,973	52,242	53,687
ANNUAL	24,270	24,877	25,497	26,140	26,791	27,532
hrly	1,820.25	1,865.78	1,912.28	1,960.50	2,009.33	2,064.90
bi-wk						
BROADCAST PROGRAMMING SPECIALIST	50,035	51,290	52,572	53,890	55,235	56,481
ANNUAL	25,659	26,303	26,960	27,636	28,326	28,965
hrly	1,924.43	1,972.73	2,022.00	2,072.70	2,124.45	2,172.38
bi-wk						
INFO TECHNOLOGY SPECIALIST	52,441	53,747	55,097	56,473	57,889	58,613
ANNUAL	26,893	27,563	28,255	28,961	29,687	30,058
hrly	2,016.98	2,067.23	2,119.13	2,172.08	2,226.53	2,254.35
bi-wk						

City of Sterling Heights/UAW Professional & Technical Employees Union  
July 1, 2008 - June 30, 2012

- A. 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 of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing 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.
- B. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete the required probationary period and upon completing it, will have seniority equal to the time spent in the Armed Forces, plus ninety (90) days.
- C. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 17  
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 the 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 without limiting the generality of foregoing the right to:

- A. Manage its affairs efficiently and economically, including the determination of quality and quantity 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. Subcontract 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.

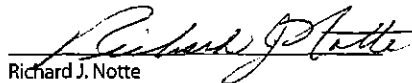
- F. Hire, assign and lay off employees to reduce the work week or the work day or effect reductions in hours worked.
- G. Permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency.
- H. Direct the work force, assign work and determine the number 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 cleanup times, the starting and quitting time and the number of hours to be worked.
- K. Establish work schedules.
- 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 determine the qualifications and competency of employees to perform available work.

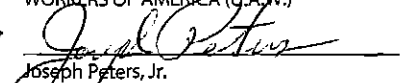
Nothing in this Article is intended to limit any other rights of Management not expressly included in this Article where the exercise of such right is not in conflict with any other provisions of this Agreement.

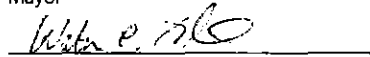
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

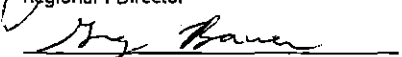
CITY OF STERLING HEIGHTS

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (U.A.W.)

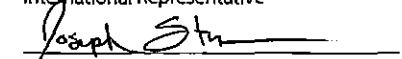
  
Richard J. Notte  
Mayor

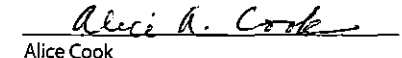
  
Joseph Peters, Jr.  
Regional 1 Director

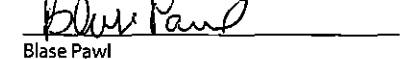
  
Walter C. Blessed  
City Clerk

  
Greg Bauer  
International Representative

Dated: 8-21-08

  
Joseph Sturza  
Chairman

  
Alice Cook  
Steward

  
Blase Pawl  
Recording Secretary

Section 3. A properly executed copy of the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form for each employee for whom voluntary contributions to U.A.W. V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made, except as to employees whose authorizations have hereto before been delivered. Deductions shall be made thereafter, only under the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" forms which have been properly executed and are in effect.

Section 4. Deductions shall be made, pursuant to the forms received by the Employer, from the employee's first Union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

Section 5. The Employer agrees to remit said deductions promptly to the U.A.W. V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.). The Employer further agrees to furnish V-CAP with a copy of each employee's "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form. The Employer further agrees to furnish U.A.W. V-CAP with a list of employees' names and deductions. This information shall be furnished along with each remittance.

Section 6. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action or not taken by the Employer for the purpose of complying with this article.

#### ARTICLE 37

##### Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 2008 up to and including June 30, 2013, 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.

Section 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 30, 2013, 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.

Section 3. 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.

#### ARTICLE 18

##### Separability and Savings Clause

In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of 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.

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.

#### ARTICLE 19

##### Safety Committee

Section 1. A Safety Committee shall be composed of a Union representative and a City representative who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions.

Section 2. The City shall consider the personal safety of the employee in establishing operational procedures.

#### ARTICLE 20

##### General

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the chairperson, steward, and recording secretary of the Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

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

Section 3. The employees shall be paid every other Thursday. Employees shall be provided with an itemized earnings and deduction statement. All members of the bargaining unit shall be required to participate in the City's direct deposit of payroll program.

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

**Section 5.** When an employee is required by the Employer to provide transportation to and from a job location, the employee shall receive an allowance based upon the standard set by Internal Revenue Service. The Employer will provide transportation whenever possible.

**Section 6.** 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.

**Section 7.** The City will furnish suitable raincoats, hats, boots, gloves and safety equipment as needed, if required by Employer. In addition, in consideration of mandatory uniform shirts, the City will issue an initial set of seven (7) City-logo shirts and one (1) jacket to the following employees of the bargaining unit: Production Specialists, Senior Production Specialist, Broadcast Programming Specialist and Police Lab Technician. These employees will also receive four (4) replacement shirts and a replacement jacket on an annual basis. Three (3) additional shirts may be substituted in place of the replacement jacket.

The City will issue/reimburse a set of five (5) City-logo shirts, five (5) pairs of pants, and one (1) jacket to the Building Maintenance Coordinator while Video Production Technicians shall receive an initial set of four (4) City-logo shirts and two (2) replacement shirts on an annual basis. Employees of the Parks & Recreation Department shall be issued a set of three (3) City-logo shirts on an annual basis.

**Section 8.** In addition to the initial complete uniform provided to Animal Control Officers, a Thirteen Hundred (\$1,300) Dollar uniform reimbursement allowance for Animal Control Officers, or a prorated amount for new hires, shall be paid on the same date as when the Police Officers receive their uniform allowance.

**Section 9.** Part-time employees are not eligible for vacation time, sick time, disability or health coverage, educational aid, holiday pay, compensatory time, life insurance, funeral leave, retirement or any other benefit provided in this Agreement. The only exceptions are Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 who shall be eligible for one-half (½) the amount of extended service pay and \$400 annual deferred compensation contribution. These employees must have worked at a minimum of 600 hours per fiscal year to earn a year of service and they must work a minimum of 600 hours in the year to be eligible to receive performance pay for that year. In addition, Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive time and one-half (1-½) for any hours worked on Sundays and City-designated holidays.

- F. Employees must submit official school transcript showing a final grade received. The employee shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Management 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.
- H. Expenses such as student fees, parking, mileage, shall not be part of the Educational Assistance Program.
- I. The applicants, under this program shall attend classes on their own time and without compensation from the City.

#### ARTICLE 35

##### Hearing Aide 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. In order to be reimbursed, the employee must submit appropriate receipts.

#### ARTICLE 36

##### U.A.W. V-CAP

**Section 1.** During the life of this Agreement, the Employer agrees to deduct from the wages of each employee voluntary contributions to the U.A.W. V-CAP, provided that each such employee executes or has executed the "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form; provided further, however, that the employer will continue to deduct the voluntary contributions to U.A.W. V-CAP from the wages of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form.

**Section 2.** Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check Off of Contributions to U.A.W. V-CAP" form, together with the provisions of this article of the Agreement.

ARTICLE 34

Educational Assistance

Section 1. This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with 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.

Section 2. 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 his/her designated 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.). However, reimbursement under this program shall be limited to the difference between the other funds for which they are eligible, or received for the same course and reimbursement in accordance with this Article.
- C. Application will be approved by the department head and Human Resources Director only for courses related to the employee's present job or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five (75%) percent reimbursement for tuition, lab fees, 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" numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing." There shall be a One Hundred (\$100) Dollars limitation per fiscal year for non-credit courses.

If an employee terminates within one year of completing course work, the employee must reimburse the City for any education aid the employee received in that one year period prior to termination.

Section 10. Employees temporarily assigned to work on a position in a higher classification shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned that position. Temporary short assignments of under five (5) consecutive scheduled working days are considered an opportunity for the employee to train for a higher position to become better qualified for promotion, and the employees shall not be paid at the higher rate for this temporary assignment until after five (5) consecutive scheduled work days. When an employee is working in a higher classification, that employee will be paid at a rate that will provide one full step increment. Holidays that fall within the time period the employee is performing the duties of a higher classification will be considered as days worked out of class.

The following requirements shall be fulfilled for out of classification pay:

- A. Temporary assignments within the Department - five (5) days qualification period - valid for six (6) months.
- B. Temporary assignments out of the Department - five (5) days qualification period - valid for sixty (60) days.

Section 11. The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

Section 12. Residency. All members of the bargaining unit shall be required to maintain residency within Macomb County and/or 20 miles of the City's municipal boundaries within six months from date of hire.

Section 13. Both parties agree that compliance with the Michigan Handicapper Civil Rights Act and the Americans With Disabilities Act shall take precedence over any provision of this Agreement.

Section 14. All members of the bargaining unit shall be eligible 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.

Section 15. Reclassification Process. All requests for reclassification will be forwarded to the Unit Chairperson 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.

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.

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.

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

Section 16. Part-time employees hired into full-time positions shall have their part-time date of hire used for purposes of calculating vacation time and longevity pay. This includes current full-time employees who previously held part-time positions with the City.

ARTICLE 21  
Job Vacancies

This contract will supersede existing Civil Service rules for filling job vacancies, therefore the following shall govern job vacancies, and promotions.

Job Vacancies/Promotions:

Section 1.

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

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

- 1. Have completed the initial probationary period.
- 2. Meet the minimum qualifications for the classification.

- 3. The Pension Board shall issue the member's retirement. The thirty (30) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
- 4. 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. The option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have the annual pension reduced accordingly as determined by the Pension Board Actuaries.
- 5. Employee contributions for prior municipal and military service buybacks are not included in an annuity withdrawal.
- 6. 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 retirement.

- L Effective July 1, 2008, the City will contribute \$800 annually to each full-time employee's established deferred compensation account. Part-time employees hired prior to July 1, 2008 shall receive a \$400 contribution. This payment will be prorated throughout the year and deposited in the employee's account with each biweekly pay.



5. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the Pension Plan.
6. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
7. The plan amendment is being accomplished by local agreement rather than a change in State law.

I. **Military Service Credit.** Effective with the signing of this agreement, and thereafter, 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 (5%) percent 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 locally publicly supported retirement system. Purchase for 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 to purchase left.

J. **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% of 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.

K. **Annuity Withdrawal.** Members of the Bargaining Unit shall have available to them, in addition to the retirement options for the Defined Benefit Pension Plan already in place, an annuity withdrawal option as follows:

1. **Definition** - The annuity withdrawal is the option that allows members to withdraw their retirement contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
2. A member who elects this option must make written application to the General Employees Retirement System Pension Board no later than thirty (30) days prior to the effective date of their retirement.

#### Section 2.

- A. Selection among those applicants determined eligible, as stated above to fill the vacancy is made in the following order:
  1. Demotions:
    - a. Within the Department first
    - b. Within the Bargaining Unit
  2. Lateral Transfer:
    - a. Within the Department first
    - b. Within the Bargaining Unit
  3. Promotion:
    - a. Within the Department first
    - b. Within the Bargaining Unit

#### 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. Where employees are determined to be qualified within the order of selection indicated herein, bargaining unit seniority shall be the determining factor.
- C. All subsequent openings will be posted in the same manner.
- D. All demotions and lateral transfers shall be determined by seniority only.

#### 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.
- B. In the event the employee cannot qualify or voluntarily decides to withdraw from the new position, the employee shall be returned to the former classification and department within the Bargaining Unit.

ARTICLE 22

Waiver Clause

Section 1. 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, voluntarily and unqualifiedly waives the right, 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, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23

Hours of Work

Section 1. Normal Working Hours. The normal work week for full-time employees consists of five (5) days, Monday through Friday. The normal work day consists of seven and one-half (7-½) hours of work with a one (1) hour lunch break. Normal work hours for full-time employees are 8:30 a.m. to 5:00 p.m. daily, except for Animal Control Officers and the Police Lab Technician whose normal work day consists of eight (8) hours with a one-half (½) hour paid lunch.

It is recognized that the normal scheduling of the Librarian and Animal Control Officers includes evening hours and weekends. If flex time scheduling has been approved, by the City Manager, the shift allowance shall not apply.

Section 2. Part-time employees may work a maximum of 1,200 hours per year.

Section 3. Employees employed on the 2nd and 3rd shift shall receive, in addition to their regular pay, thirty-five (35¢) cents per hour respectively, additional compensation. The second shift is any shift that regularly starts on or after 12:00 noon but before 8:00 p.m. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m.

Section 4. The senior employee in any classification will have the choice of regular scheduled working hours whenever there is a change in schedules before those employees with less seniority.

Section 5. Part-time employees will work a variable schedule including evening and weekend hours. Overtime (time and one-half) will be paid for hours worked in excess of 40 hours in a week.

- F. 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 July 1, 2003, the Employer will contribute \$1,100 on an annual basis (prorated with each biweekly pay) to this Plan.
- G. Members of this Unit who retire after July 1, 1993 shall be provided Twenty Thousand (\$20,000) Dollars worth of term life insurance until age 70. The premium for this policy shall be paid by the City.
- H. The City shall pick up the employee contributions required employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the Employees Deferred Pension Contribution Account, which funds would otherwise have been designated as employee contributions and paid to the Retirement Fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.

The effective date of this provision shall be the first day of the first pay period beginning at least 15 days after the City has received notification from the Internal Revenue Service that pursuant to Section 414(h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in the paragraph above, it is expressly understood and agreed as follows:

1. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
2. The actual current and future gross salary of the employees will not be affected by the plan amendment.
3. Employee contributions will be withheld from the actual gross salary and paid to the plan as has been the practice in the past.
4. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

[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 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].

## ARTICLE 24

### Overtime

#### Section 1.

##### A. Definitions:

1. CASUAL - The continuation of the present work shift.
2. SCHEDULED - Overtime which is worked on holidays or premium days.
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.

B. Time and one-half will be paid for time worked in excess of seven and one-half (7-½) hours (eight hours for Animal Control Officers and Police Lab Technician) in any continuous 24-hour period beginning with the starting time of the employee's shift.

C. Time and one-half will be paid for time worked on the sixth (6th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.

D. Double time will be paid for time worked on the seventh (7th) day of the employee's work week, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) during the employee's work week.

Double time will be paid for time worked by full-time employees on City-designated holidays.

Section 2. Overtime Guarantee. An employee reporting for work on Management's instructions on a holiday or premium day (scheduled overtime) shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for call-in time assignments after the regular work shift shall be guaranteed three (3) hours pay at the appropriate premium rate of pay. Call-in premium days and holidays shall provide no less than four (4) hours guaranteed work at the appropriate premium rate.

Section 3. Overtime work will be permitted only when authorized.

Section 4. All overtime for each classification will be rotated at each location and on each shift, whenever possible. Employees who are offered overtime but who refuse to work it will be charged for those overtime hours as if worked.

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.

- E. Retirees and their spouses (not dependents) will be provided the same medical coverage as that provided to employees under Article 32.A. 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. Effective July 1, 2003, all new employees of the City who become members of the bargaining unit must pay 25% of the monthly retiree health care coverage premium upon retirement. Effective July 1, 2008, all new employees of the City who become members of the bargaining unit must pay 60% of the monthly retiree health care coverage premium upon retirement.

In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization insurance for the duration of said employment. Upon reaching age 65 or eligibility for MEDICARE, the retired employee and/or spouse must apply and pay for any costs related to MEDICARE coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level.

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 said reduced pension income, for the remainder of his/her life, should the retiree predecease said beneficiary, may on a one time basis revert to one hundred (100%) percent of the amount provided said retiree for a straight life 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 said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System actuaries.

**Section 5.** 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 thirty (30) minutes before the end of the 12th hour.

**Section 6.** An employee shall be granted a fifteen (15) minute coffee break each morning and afternoon as scheduled by the supervisor.

**Section 7.** At the employee's discretion, he/she may be allowed compensatory time off for all hours worked in excess of thirty-seven and one-half (37-½) hours (40 hours for Animal Control Officers and Police Lab Technician) in any one work week. These compensatory time hours are earned at the rate of one and one-half (1-½) hours for each additional hour worked up to an annual maximum of one hundred twelve and one-half (112-½) hours per fiscal year. Time off under this provision is subject to prior approval of the appropriate department head. Upon death, retirement or resignation, the employee shall be paid for any unused hours.

The accumulated unused compensatory time for all employees shall be computed by the City as of the pay period ending date for the first bi-weekly pay day in June and paid to the employee by June 30<sup>th</sup>. 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 (22.5 hours for 37.5 hour employees and 24 hours for 40 hour employees) of accumulated compensatory time.

**Section 8.** All full-time employees who are required to work the Saturday following two consecutive holidays (i.e., after Thanksgiving) will receive pay at the rate of time and one-half (1-½) for all hours worked.

Effective July 1, 2008, the requirements to qualify for a defined benefit service retirement for employees in this bargaining unit shall be years of service plus age totaling seventy-five (75) or more. However, employees 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.

C. In the event of an employee's death, who has ten (10) or more years of service, survivor pension benefits will be provided to the deceased employee's spouse in accordance with Section 41-34 of the City's Pension and Retirement Ordinance amended to reduce the credited years of service requirement for a death in service pension from 20 years to 10 years with a survivor pension of no less than 60%.

D. **Defined Contribution Plan.** All new employees of the City hired after July 1, 1998 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. The employee contribution shall be 5% of gross salary and the City contribution shall be 7% of base salary. Employee is vested after five (5) years.

Participants in the Defined Contribution Plan may be eligible for the same retiree medical benefits as participants in the defined benefit plan upon meeting the same age and service requirements as follows: years of service plus age totaling seventy-five (75) or more. However, employees will continue to have the option of retiring at age 60 with ten (10) years of credited service. Retiree health care eligibility for new employees after July 1, 2008 who become members of this bargaining unit shall be completion of thirty (30) years credited service at any age or any combination of age plus service totals 80.

Part-time employees who are converted to full-time employment shall have their years of part-time service counted on a hourly basis – each 1,950 hour period shall count as one completed year of service for purposes of defined contribution vesting and retiree health care eligibility.

**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:

- D. The City shall provide at no cost to the employee the Blue Cross/Blue Shield Dental Program as provided in Appendix "C" or comparable coverage. See Appendix C for coverage description and limits.
- E. Life Insurance with Accidental Death and Dismemberment will be carried for each full time employee on paid status by the Employer at no cost to the employee. Coverage will be computed on the basis of two (2) times annual salary.
- F. At no cost to the employee, the Employer will provide disability coverage to full time employees as outlined per the attached Appendix B. 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.
- G. 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 \$5.00 co-pay for an eye examination and a combined \$10.00 co-pay for lenses and frames. Contact lenses are covered to a maximum of \$105.00.

#### ARTICLE 33

##### Retirement and Pension

- A. A Defined Benefit Pension Plan will be provided under the terms of the City Charter and Article II of Chapter 41 of the Sterling Heights Code of Ordinances. For the purpose of this Article, the term "retiree" is defined as any employee who retires 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. Employees who retire as a result of a duty-connected disability are likewise included.
- B. The computation used to determine an employee's pension shall be 2.3 percent multiplied by the number of years of service, multiplied by the Final Average Compensation. Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. All taxable income earned shall be used in computing employee contribution, excluding allowances and reimbursements, and Final Average Compensation, and shall include income paid into any deferred compensation plan. Pension shall be vested after ten (10) years service. The employees' contribution shall be five (5%) percent of earnings.

#### ARTICLE 25

##### Extended Service Pay

Full-time employees will receive an annual bonus based upon their years of service, payable July of each year. These payments will be based upon the following:

##### Years of Service completed as July 1

5 years	\$2,000
10 years	\$2,300
15 years	\$2,700
20 years	\$3,100
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 performance pay based on the number of months worked. Part-time Librarians and Video Production Technicians hired prior to July 1, 2008 shall receive one-half the amount of extended service pay.

#### ARTICLE 26

##### Vacation

All full-time employees shall be entitled to vacation time with pay under the following schedules:

- A. Employees who have completed one (1) year continuous service shall be granted ten (10) work days vacation upon completion of each year without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- C. Employees who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- D. Employees who have completed twelve (12) to nineteen (19) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.

- E. Employees who have completed twenty (20) to twenty-four (24) years of continuous service shall be granted twenty-two (22) work days vacation upon completion of each year without loss of pay.
- F. 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.
- G. After new employees have finished the probationary period, they shall be entered on the vacation list and shall earn (accrue) vacation from the day they commenced their employment.
- H. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- I. 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.
- J. 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 and have the option of being paid for up to five (5) days of unused vacation days in excess of 30 at 100%. Vacations will be based on anniversary date for each employee. For example:  
  
An employee who was hired on September 1, 2005 had the thirty (30) day maximum accumulation. On September 1, 2011, this employee would be credited an additional fifteen (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 fifteen (15) days. Vacation earned during one (1) 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.
- K. In case of retirement, resignation in good standing, or death of an employee, the employee or employee's estate will be paid for all accumulated vacation days, plus a pro rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month, if separation occurs after the 15th of any month.
- L. Vacation shall be year around and can be taken in one (1) hour increments with prior approval of the employee's supervisor. In case of illness, employees can use vacation time, if needed, after all sick time and benefits are exhausted.

For new employees hired after July 1, 2008, 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) 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.

- B. Health Insurance Allowance. The Employer has a program to coordinate and to eliminate overlapping health care coverage. Each full-time employee or retiree who chooses not to join an Employer-sponsored health care plan (Blue Cross/Blue Shield, or Health Alliance Plan), and whose spouse or parent has coverage provided, shall be paid One Thousand Five Hundred (\$1,500.00) Dollars 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 covered under an Employer-sponsored health care program, except that payments will be pro rated monthly to meet the dates the employee first participates and/or ends participation in this program.

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 (\$1,500.00) Dollars 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.

ARTICLE 31

Salary and Wages

The pay ranges and steps in Appendix A will apply to classification as indicated effective July 1, 2008 to June 30, 2013.

New employees shall start at a wage less than the maximum wage listed in Appendix A and shall receive a step adjustment every six (6) months, thus reaching the maximum step in two and one-half (2-½) years. Promoted employees shall start at the first step that provides an increase and progress.

The City Manager reserves the right to start a new employee at any wage step or move an employee's pay higher, but no more than the maximum at any time.

Annual wage increases shall be 2.75% in 2008, and 3% in each year of the Agreement thereafter.

The hourly rate for part-time employees shall constitute 90% of the hourly rate at each step of the corresponding full-time position as listed on Appendix A. The hourly rate for Video Production Technician and Librarian - Part-Time shall be as provided on Appendix A.

ARTICLE 32

Medical Benefits

- A. Base 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 Health Alliance Plan as an alternative health care provider. Any additional coverage in excess of the base coverage shall 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.

- M. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1, each employee shall indicate on a yearly calendar his/her vacation request no later than March 1. Employees have the right, however, to revise their preference as late as April 15 of each vacation year. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

ARTICLE 27

Sick Leave and Personal Time

- A. All full time regular employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment.
- B. 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 Employer's choice on City time and City expense.
- C. At the end of the first bi-weekly pay period ending in June each year, 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. 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 in June of the next year, the employee will receive compensation computed on the basis of fifty percent (50%) of their regular hourly rate.

In the event of retirement or death, unused personal time shall be compensated at 100 percent (100%) of the regular hourly rate. In the event of resignation in good standing, unused personal time shall be compensated at 50 percent (50%) of the regular hourly rate.

The use of "personal time" is subject to approval in advance by the designated department head, 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 one (1) hour or more.

- D. Accumulated sick leave may be used in the following manner:
1. Acute personal illness or incapacity over which the employee has no reasonable control.
  2. Absence from work because of exposure to a contagious disease which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
  3. If reported before the start of shift, sick leave shall be available for use by employees in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria:
    - a. Employees must request the leave in advance indicating on the request for leave, the doctor's name and address.
    - b. Employees will be required to provide the Employer with a receipt from the doctor.
- E. Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.
- F. 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.
- G. No employee can draw more than their regular scheduled hours of work per week for sick leave during a weekly period.
- H. 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.
- I. Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty (50%) percent of the accumulated unused sick leave.

## ARTICLE 30

### Other Leaves

- A. Jury Duty. Any employee required to serve on jury duty or duly subpoenaed for a hearing scheduled by the State of Michigan Employment Relations Commission will suffer no loss of pay. Such employees will be paid the difference between jury pay and his regular pay.
- B. Funeral Leave. With the death of a spouse, child or stepchild, dependent member of employee's family living in the same household, 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 second consecutive work 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, or grandchildren, payment will be authorized for up to three (3) working days. 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. One day of paid leave will be granted to attend the funeral of the following members of an employee's family: aunt, uncle, niece, and nephew.

Employees will be granted one additional day off to attend a 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/church of the date the event is held.



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 29  
Holidays

- A. All full time employees will be eligible to receive holiday pay under the following regulations.

Paid holidays are designated as:

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

- B. The employee must work or be on a paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.
- C. 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.
- D. Animal Control Officers who are scheduled to work the holiday or day of the observed holiday shall be provided a day off immediately subsequent to the holiday so they may have the same amount of days off in a row realized by other classifications in this bargaining unit. On those occasions that there are two consecutive holidays on the Animal Control Officers two scheduled leave days, the employee shall take the following two days off.
- E. No Union employee shall be required to work on Labor Day, except in case of emergency.
- F. Holidays recognized by Item A 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 be credited an additional day at the discretion of his supervisor.
- G. The Sterling Heights Public Library shall be closed on Mother's Day.

ARTICLE 28  
Injury or Illness

A. Injury or Illness Arising Out of And in The Course of Employment:

1. For the 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 (1) week, five (5) work days, without drawing on his/her sick leave accumulation for any one injury or illness.

An employee who continues on Worker's Compensation may be paid the difference between his/her 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 will be offset by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate.

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.

2. If sick leave accumulation is not available for the waiting period for the disability insurance (short term seven (7) days) other available leave may be approved for utilization in the sole discretion of the City Manager. During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide hospitalization, optical, and, dental coverage, and life insurance, at no cost to the employee. Sick leave will be earned only during the first month per Article 23 of this Agreement.

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. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.

If the employee's Worker's Compensation is contested, the benefits will not be operative 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.

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 a seniority employee.
4. Employee, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

**B. Injury or Illness Outside the Scope of Employment:**

The Employer will provide for all full time employees disability coverage as outlined per the attached Appendix "B" or equivalent comparable coverage.

1. Employees who lose time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period of seven (7) days. If sick leave accumulation is not available for the seven (7) days waiting period (due to a non-duty related injury), other available leave may be approved for utilization at the sole discretion of the City Manager.

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

2. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option they will be allowed to continue benefit coverage under COBRA.
3. The City will continue a non-duty disabled employee's health coverage, when they have filed a disputed Worker's Compensation claim, for a maximum of 12 months or until the disputed claim is decided. Should the injury be determined to be not work related, then the employee shall pay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided.
4. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and personal time will be compensated at one hundred (100%) percent.

5. 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 a seniority employee.

**C. Subrogation:**

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 of 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/her 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 or his/her dependents or personal representative may 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 his/her death, his/her known dependents or personal representative or his/her known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his/her insurance carrier or the employee or his/her personal representative may settle their claims as their interest shall appear and may execute releases therefore. 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 or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereof 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.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his 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 or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits. 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