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6/30/2001

AGREEMENT  
BETWEEN  
CITY OF STERLING HEIGHTS



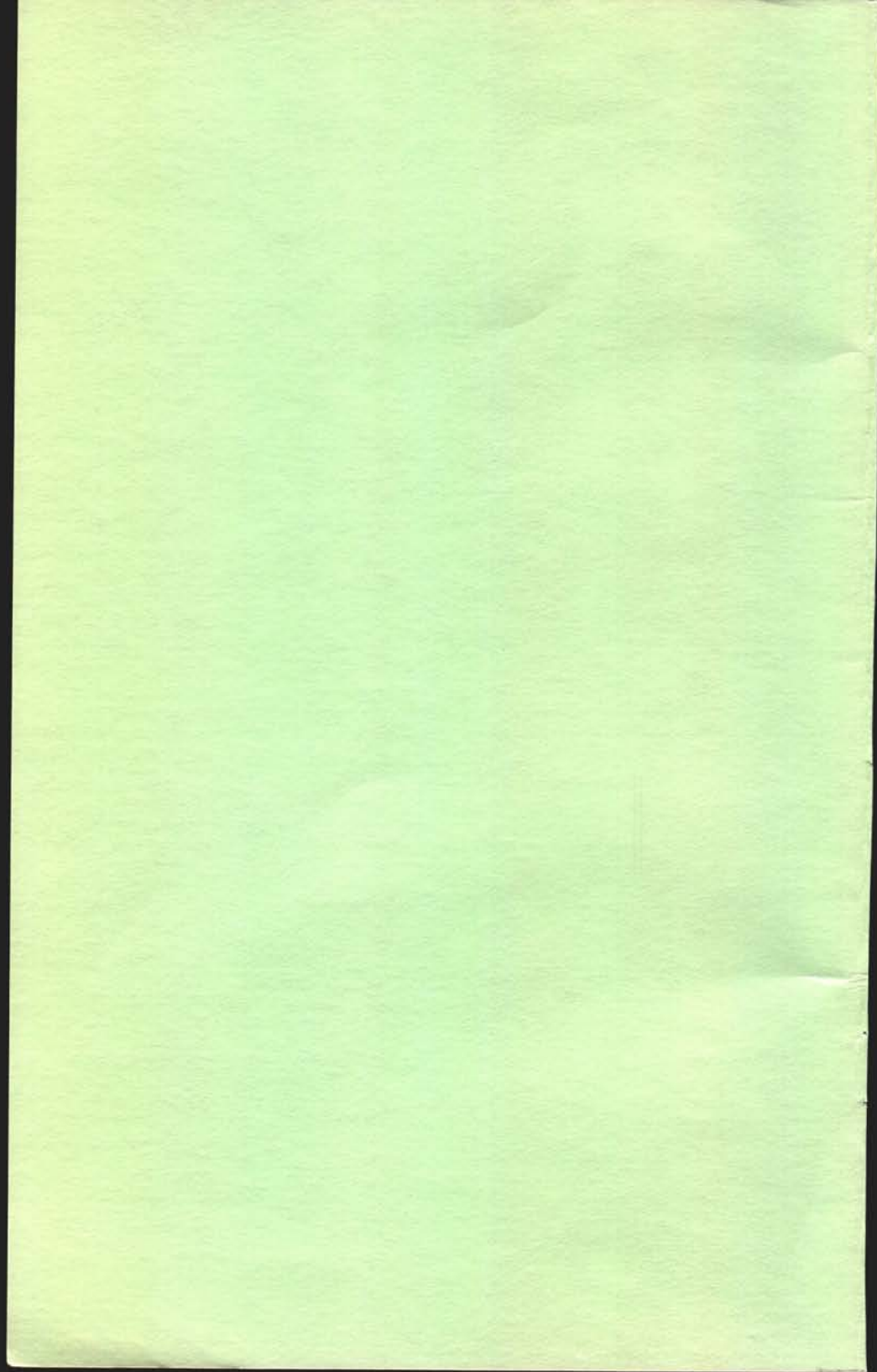
AND  
UNITED AUTO WORKERS, UNIT 41 OF LOCAL 412  
SUPERVISORY EMPLOYEES



EFFECTIVE JULY 2, 1996 TO JUNE 30, 2001

*Sterling Heights, City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



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## AGREEMENT

Section 1. This AGREEMENT 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 41 OF LOCAL 412, U.A.W. (hereinafter referred to as the "Union"), for and on behalf of all Supervisory Employees of the City of Sterling Heights, as listed in Appendix A.

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 bonafide 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.

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

The City must reserve the right to reassign duties to maintain the efficiency of the Management organization. However, if duties are added or reassigned to members of the group, the City is willing to meet and negotiate rates of pay for those additional responsibilities.

## ARTICLE 1A

### 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 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 3. 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).

## ARTICLE 2

### 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. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the chairperson and steward 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 3. 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 4. 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 3

### 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 By-Laws 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 each sixty (60) days.

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 sum 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 1A--Union Security, and this Article.

#### ARTICLE 4

##### 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.

#### ARTICLE 5

##### 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 6 of this contract, going immediately to Step No. 3.

Section 2. In cases of discharge or suspension of five (5) working days or more, the employees may see the Union Steward before leaving City property.

Section 3. The Union shall not represent newly hired employees who are discharged or disciplined during their probationary period except if discharged or disciplined for Union activities.

#### ARTICLE 6

##### 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.

## ARTICLE 7

### 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 (City Manager) - Employees who believe they have a grievance may discuss their complaint with the City Manager 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 City Manager. The City Manager 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 City Manager shall give a verbal answer within twenty-four (24) hours.

Step 2. Written (City Manager) - If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be submitted in written form by the Steward to the City Manager. The City Manager 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 City Manager shall discuss the grievance with the Steward and the aggrieved employee(s) within five (5) days of his 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.

Step 3. (City Manager) - If the matter is not satisfactorily resolved at Step 2, the grievance shall be referred to the City Manager. The City Manager or his designated representative shall sign and date the grievance when received. The Manager or his designated representative will hold a meeting with the Unit Chairperson and/or his 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 manager or his designated representative shall give his written answer within seven (7) days of the meeting.

Step 4. (Regional Review) - If not satisfactorily settled at Step 3, the City Manager 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 his 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 manager or his designated representative shall within ten (10) working days of receipt of said grievance and answer, arrange a meeting with the Unit Chairperson, the Regional Director and the City Manager. At the option of the City Manager, other management members may be present. At the option of the Regional Director or his 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.

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 dropped.

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.
- 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 rates 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. 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 of the merits of the case.
- D. The expenses of the arbitrator shall be shared equally by the City and the Union.
- E. The City and the Union shall individually make arrangements for and pay the expense of their respective witnesses who are called by them.
- F. 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.
- G. 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.

- H. 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.
- I. In instances where the subject matter of the grievance lies within the jurisdiction of a specific city agency, e.g., Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.
- J. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Union.

## ARTICLE 8

### Union Representation

#### Section 1.

- A. There shall be one (1) unit chairperson and one (1) steward chosen from among employees of this agreement in a manner to be determined by the Union. In the absence of the chairperson and/or steward an alternate shall be appointed.
- B. The Union shall designate to the Employer, in writing, the steward. In the event there is a change in the chairperson or steward, the Union shall give timely notice to the Employer or designated Management representative.
- C. The steward and/or chairperson may investigate and process employee grievances without loss of time or pay.
- D. While the Union represents new hires during their one (1) year probationary period regarding terms and conditions of employment, the parties agree that new hires may be terminated during their probationary period for any reason, without recourse to the grievance procedure.
- E. Before entering upon such Union business, the steward and/or chairperson, as the case may be, shall give notice and receive approval from the City Manager or his representative for release from his/her work assignment for such time as may be necessary to conduct such Union business. Approval shall not be withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abused 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 and the steward 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 his representative which approval shall not be arbitrarily or unreasonably withheld.

#### ARTICLE 9

##### Union Leave of Absence

The Employer shall give reasonable time off up to fifteen (15) calendar days, without discrimination or loss of seniority rights, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. 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.

#### ARTICLE 10

##### 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 11

##### Successorship

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

## ARTICLE 12

### Equipment, Accidents and Reports

Section 1. 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 13

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

- 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 their 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 his probationary period and upon completing it, will have seniority equal to the time he 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 14

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. To select employees for promotion or transfer to supervisor or other positions and to 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.

#### ARTICLE 15

##### Separability and Savings Clause

- A. 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.
- B. 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 16

##### General

Section 1. Pay. The Employer shall provide pay periods every other Thursday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 2. Out-of-Classification Pay. An employee, when 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 thirty (30) consecutive days are considered an opportunity of 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 short assignment until after thirty (30) consecutive days.

The City reserves the right to reassign duties to maintain the efficiency of the Management organization. However, if duties are added or reassigned to members of the group, the City will meet and negotiate rates of pay for those additional responsibilities.

Section 3. Bonds. 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 4. Mileage. When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance based upon the standard set by the Internal Revenue Service. The Employer will provide transportation whenever possible.

Section 5. 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 6. Bargaining unit employees shall take directions and orders only from superior managers up to and including the City Manager.

Section 7. 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 8. Residency. Employee residency shall be governed by the City Charter that is in place on the date of signing this Agreement.

Section 9. Both parties agree that compliance with the Michigan Handicap Act and the Americans With Disabilities Act shall take precedence over any provision of this Agreement.

Section 10. Dependent Care. The Employer agrees to establish a Section 125, Dependent Care Reimbursement Account in accordance with Federal Laws. Reimbursement to employees shall be made on a monthly basis for all participants.

Section 11. Definition of Month. For purpose of proration with the exception of pension, a month shall be defined as 15 calendar days.

#### ARTICLE 17

##### Vacancies and Promotions

Section 1. Promotions shall be filled in accordance with the following procedure:

- A. Vacancy. When the City fills a position vacancy within the Bargaining Unit, selection will be made by the City Manager. Consideration will be given to bargaining unit employees based upon their experience and familiarity with the city organization when a position is to be filled. If applicants are equally qualified, existing bargaining unit employees shall receive preference.
- B. Trial Period. Any new employees to the bargaining unit shall be on probation for one (1) year. A promoted employee shall be given a trial period up to six (6) months to qualify on the job. In the event a promoted employee cannot qualify, they shall be returned back to their former position.
- C. Rate of Pay. A promoted employee shall receive that regular rate that provides an increase called for in the new classification.

#### ARTICLE 18

##### 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 19

##### Hours of Work

Section 1. The Employer and Union both recognize that members of this bargaining unit are exempt under the Fair Labor Standards Act. The normal city work week consists of five (5) days, Monday through Friday. The normal city work day consists of seven and one-half (7.5) hours of work with one (1) hour lunch break. Normal work hours are 8:30 a.m. to 5:00 p.m. daily. Management reserves the right to change work hours. The City

will give prior written notice to the Union of any change of normal work week hours and, if requested, will meet with the Union to discuss the changes.

Section 2. Flex time scheduling will be allowed on a case-by-case basis if requested by an employee and approved by the city manager or an authorized representative.

## ARTICLE 20

### Compensatory Time

At the Employer's discretion, employees may be allowed compensatory time for all hours worked in excess of thirty-seven and one-half (37.5) hours in one work week. These hours are earned at the rate of one and one-half (1.5) hours for each additional hour worked. There shall be no maximum accumulation of compensatory hours.

Compensatory time may be taken by the employee subject to prior approval by the City Manager. Employees will be allowed to use compensatory time within a reasonable period after a request unless said time off would be unduly disruptive of normal work shift.

Employees shall be compensated at their regular hourly rate for all remaining available compensatory hours up to 112.5 hours. In addition, employees shall be compensated for up to 75 hours for any unused accumulated compensatory time in excess of 225 hours. Example: An employee with 360 hours of remaining available compensatory time would receive pay for the first 112.5 hours, no pay for the next 112.5 hours (225 hours), an additional 75 hours pay (300 hours), and then no compensation for the last 60 hours.

An employee shall receive payment in lieu of their unused accumulated compensatory time calculated at the end of the first biweekly pay period in June each year, and paid as soon as reasonably possible thereafter. Upon death, retirement or resignation, the employee or their estate shall be paid for any unused hours up to the maximum established per this article.

## ARTICLE 21

### Vacation

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

- A. Employees who have completed one (1) year to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.

- B. 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.
- C. Employees who have completed twelve (12) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- D. 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.
- E. 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.
- F. Employees who lose time due to on-the-job disability compensated under Worker's Compensation shall receive their vacation accrual for a maximum of one (1) year.
- H. 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.
- I. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed. Vacations will be based on anniversary date for each employee.

For example: An employee who was hired on September 1, 1987, had the thirty (30) day maximum accumulation. On September 1, 1993, 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.

- J. In case of retirement, resignation in good standing, or death of an employee, he/she or his/her estate will be paid for all vacation days which have accumulated to his credit, 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.

- K. Vacation shall be year around and can be taken in one (1) hour increments with prior approval of the city manager or designated representative. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

## ARTICLE 22

### Sick Leave

- 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. Maximum sick leave earned per year shall be 12 days.
- B. Employees off sick shall be required to bring in a doctor's slip if the City Manager 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 in June of every year, employees may convert up to three (3) sick days from their sick leave bank to be used as personal days during the next fiscal year. Converted days not used within that year will be lost.

At the end of the first bi-weekly pay period in June of each year, all employees having in excess of seven (7) days in their sick bank will have an option of receiving compensation computed on the basis of fifty (50%) percent of their regular hourly rate as of that date for all sick leave in excess of seven (7) days or may receive the equivalent in "personal time" with pay during the next subsequent fiscal year.

The use of "personal time" is subject to approval in advance by the city manager, 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.. Should an employee fail to use the "personal time" during the next fiscal year, said "personal time" would be lost to the employee.

- 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. The 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 vacation and paid leave of absence, will earn a sick leave day for the first month only.
- G. No employees can draw more than thirty-seven and one-half (37.5) hours of 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 23

##### 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 as the regular base weekly wage is to the Worker's Compensation weekly rate. In no case shall an employee be compensated by a combination of Worker's Compensation and prorated 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 at the sole discretion of the City Manager. During the first eighteen (18) months of a duty-connected disability, the Employer will continue to provide hospitalization insurance, life insurance, and dental insurance, at no cost to the employee. Sick leave will be earned only during the first month per Article 21 of this Agreement.

If an employee is unable to return to work after eighteen (18) 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, if appropriate, 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 disability coverage as outlined per the attached Appendix "C" 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 seven (7) days waiting period for the disability insurance (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 three (3) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance, and dental 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 three (3) 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 18 months or until the disputed claim is decided, whichever is less. Should the injury be determined to be not work related, then arrangements will be made for the employee to pay the cost for those months of coverage back to the City.
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, if appropriate, 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 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 24

##### Holidays

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

Paid holidays are designated as:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
December 24th  
Christmas Day  
December 31

- B. 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.
- C. No Union employee shall be required to work on Labor Day, except in case of emergency.
- D. Holidays recognized by Item 1 of this article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of his supervisor.

## ARTICLE 25

### Other Leaves

- A. 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, 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) days work during the period commencing with the date of death and ending with the day after the funeral provided the employee attends the funeral. When death occurs in the remainder of the immediate family, i.e., stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchildren, payment may 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.

## ARTICLE 26

### Salary and Wages

The pay ranges and steps for classifications listed in Appendix A will apply. The steps listed in Appendix A reflect an increase of three (3%) percent in 1996, two (2%) percent in 1997, three (3%) percent in 1998 and 1999 and four (4%) percent in 2000.

Advancement in the pay ranges is contingent upon the employee's performance evaluation which shall be conducted annually in June by the City Manager or his designee. An employee may not utilize the grievance procedure if they receive a below expectation performance rating. They have the right to appeal to the Civil Service Commission. The Commission has the authority to review the performance evaluation for truth and fairness.

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

ARTICLE 27

Performance Pay

Section 1. Effective and each year employees will receive a bonus based upon their job performance and their years of service. During the prior respective fiscal year, all employees shall have been evaluated by the Office Manager or Department Director. Those employees that receive a "meets/exceeds expectations" or better, shall be entitled to the performance pay the following July based on the following schedules:

Effective July 1, 1996

Years of Service	Meets/Exceeds Expectations
5 years	\$1,100
10 years	\$1,400
15 years	\$1,700
20 years	\$2,000

Effective July 1, 1997

Years of Service	Meets/Exceeds Expectations
5 years	\$1,300
10 years	\$1,600
15 years	\$1,900
20 years	\$2,200

Effective July 1, 1998

Years of Service	Meets/Exceeds Expectations
5 years	\$1,500
10 years	\$1,800
15 years	\$2,100
20 years	\$2,400

Section 2. Employees who receive a performance evaluation below "meets expectations" will not receive performance pay. Those employees not satisfied with their performance rating may appeal the decision in writing to the City Manager within five (5) days of the evaluation, outlining reasons for the appeal. A meeting will be held with the City Manager to discuss the issue and at the employee's option, a representative of the Union may be present. A final written decision from the Manager will be rendered, within five (5) days of the meeting. This decision shall be final and binding.

ARTICLE 28

Insurance

- A. The City shall provide each employee medical and hospitalization insurance comparable to the plans offered by Blue Cross/Blue Shield with MVF-1, Prescription Drug Rider, Master Medical Rider, the ML Rider, the FAE/RC Rider and Dependent Rider. The City shall provide at no cost to the employee the Blue Cross/Blue Shield Dental Program as provided in Appendix B or comparable coverage. See Appendix B for coverage description and limits.

The City will offer to all employees an option of an HMO. The City's cost for which shall not exceed the City's cost for Blue Cross/Blue Shield Preferred Provider Option (PPO).

The medical coverage for all employees shall be the Blue Cross/Blue Shield Preferred Provider Option. Employees shall still have the option to carry the Blue Cross/Blue Shield traditional coverage or the HMO coverage, but they shall pay any additional cost in excess of the Blue Cross/Blue Shield PPO. The illustrative rates determined by the Blue Cross/Blue Shield for the Preferred Provider Option shall be the rates used to determine the excess cost an employee would be responsible to pay.

Effective with the signing of this contract, the Preferred RX prescription drug rider and the VST (voluntary sterilization) and PSA (prostate test) riders will be added.

- B. The City will offer to all employees an option to select the current HMO or the Traditional BC/BS medical coverage in lieu of the BC/BS PPO. However, employees shall pay any additional costs in excess of the Blue Cross/Blue Shield PPO through a payroll deduction on a monthly basis. The illustrative rates determined by Blue Cross/Blue Shield for the PPO shall be the rates used to determine the excess cost an employee would be responsible to pay.
- C. The Master Medical annual deductible amount for both Blue Cross/Blue Shield PPO and BC/BS traditional coverage shall increase to One Hundred (\$100) Dollars for a single person, and Two Hundred (\$200) Dollars for two persons and family coverage. Also, the prescription drug co-pay shall be Five (\$5) Dollars. The coverage provided by the HMO remains the same.
- D. If an employee's spouse works for the Employer, the employee will not be eligible for any medical coverage provided by this Agreement, but will

instead be provided the health allowance of One Thousand (\$1,000) Dollars in Section H of this article. All employees in the Bargaining Unit shall be entitled to the dental coverage.

- E. The City shall provide at no cost to the employee the Blue Cross/Blue Shield Dental Program as provided in Appendix "B" or comparable coverage.
- F. Life Insurance with Accidental Death & Dismemberment will be carried for each employee on paid status by the Employer at no cost to the employee. Coverage will be computed on the basis of one and one-half (1-1/2) times annual salary. The terms and conditions of insurance policies are herein included by reference and the Employer makes and presents no assurances beyond those terms and conditions.
- G. At no cost to the employee, the Employer will provide disability coverage as outlined per the attached Appendix C.
- H. Health Insurance Allowance. The Employer shall provide a program to coordinate and to eliminate overlapping health care coverage. Each employee or retiree who chooses to join no Employer-sponsored health care plans (Blue Cross/Blue Shield, or current HMO), and whose spouse or parent has coverage provided, shall be paid One Thousand (\$1,000) 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 on any Employer-sponsored Health Care Program, except that payments will be prorated monthly to meet the dates 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 (\$1,000) Dollars annual payment.

- I. 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.
- J. 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.

- K. Employees shall be eligible to submit to an annual physical check-up at a hospital facility designated by the City. The cost of the annual physical exam will be borne by the Employer. The employee shall also have the option of having this exam performed by their own physician; however, the City's cost shall not exceed that paid to its provider.

#### ARTICLE 29

##### Retirement and Pension

- A. A Pension Plan will be provided under the terms of the City Charter. For the purpose of this resolution, 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 Pension Program for employees in the Bargaining Unit shall remain as provided in the City Charter and current Pension Ordinance.

As of the date of approval of this contract, the factor used to determine an employee's pension shall increase to 2.3 (2.3%) percent times the number of years of service, times the Final Average Compensation. Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. Final Average Compensation shall include all taxable income received - excluding allowances and reimbursements - in computing employee contribution and Final Average Compensation, and shall include income paid into any deferred compensation plan. Pension shall be vested after ten (10) years service.

Members of this Unit shall be allowed the option of retiring after completion of thirty (30) years credited service or after completing twenty-five (25) years of service and attaining the age of 55.

Medical coverage will be provided the retiree and spouse at city expense. Said coverage will provide a benefit level comparable to "MVF-1 Medical Surgical Care, with the ML Rider, Prescription Drug Rider, D45NM Rider, and Master Medical Option #3."

Upon reaching age 65 or eligibility for Medicare, the retired employee and/or spouse must apply for Medicare coverage. The City will provide complementary coverage with riders to provide a continuation of benefit level. 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.



In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, he/she shall not be covered by the City's hospitalization insurance for the duration of said employment. 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 28-34 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.

The employee's contribution shall be five (5%) percent of taxable earnings.

Members shall be provided a \$10,000 term life insurance policy to be effective until age 70. The premium for this policy shall be paid by the City.

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 Employee Retirement System actuaries.

The Internal Revenue Service has declared the employees pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

- C. **Military Service Credit.** Effective with the signing of this agreement, and for a period of one year, a member shall be given service credit for not more than four (4) years active U.S. military service. Service credit will be granted 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). Eligibility time period for buyback will be one calendar year from the signing of this agreement.

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

#### ARTICLE 30

##### 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 manager and city manager 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 be maximum of \$2,000/year for undergraduate studies and \$3,000/year for graduate and post graduate studies with the total maximum reimbursement not to exceed \$3,000/year 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 employee terminates himself/herself within one year of completing course work, the employee must reimburse the City for any education aid that employee received in that one year period prior to termination.
- 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

Manager's 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 31

##### 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 who 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.

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 who 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 heretobefore 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 32

Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 2, 1996 to and including June 30, 2001 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, 2001, 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.

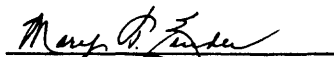
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

CITY OF STERLING HEIGHTS

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

  
Richard J. Notte, Mayor


  
Earl Hartman, International Representative


  
Mary T. Zander, City Clerk

  
Lois Gates, Chairperson

  
Guy Kebbe, Steward

Dated: 7-18-96

  
Joe Sultini, Secretary



APPENDIX A

Wage Ranges

UAW Supervisor's Group

July 1, 1996

Position	A	B	C	D	E
<b>Housing &amp; Construction Manager</b>					
ANNUAL	51,458	54,030	56,731	59,568	62,546
hrly	26.389	27.708	29.093	30.548	32.075
bi-weekly	1,979.18	2,078.10	2,181.98	2,291.10	2,405.63
<b>Purchasing Manager</b>					
ANNUAL	51,458	54,030	56,731	59,568	62,546
hrly	26.389	27.708	29.093	30.548	32.075
bi-weekly	1,979.18	2,078.10	2,181.98	2,291.10	2,405.63
<b>Planning &amp; Zoning Manager</b>					
ANNUAL	51,458	54,030	56,731	59,568	62,546
hrly	26.389	27.708	29.093	30.548	32.075
bi-weekly	1,979.18	2,078.10	2,181.98	2,291.10	2,405.63
<b>Budget &amp; Operations Manager</b>					
ANNUAL	52,753	55,391	58,160	61,068	64,121
hrly	27.053	28.406	29.826	31.317	32.883
bi-weekly	2,028.98	2,130.45	2,236.95	2,348.78	2,466.23
<b>Controller</b>					
ANNUAL	52,753	55,391	58,160	61,068	64,121
hrly	27.053	28.406	29.826	31.317	32.883
bi-weekly	2,028.98	2,130.45	2,236.95	2,348.78	2,466.23
<b>Human Resources Manager</b>					
ANNUAL	52,753	55,391	58,160	61,068	64,121
hrly	27.053	28.406	29.826	31.317	32.883
bi-weekly	2,028.98	2,130.45	2,236.95	2,348.78	2,466.23
<b>City Assessor</b>					
ANNUAL	53,985	56,684	59,517	62,493	65,617
hrly	27.685	29.069	30.522	32.048	33.650
bi-weekly	2,076.38	2,180.18	2,289.15	2,403.60	2,523.75
<b>Parks &amp; Recreation Director</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>Public Library Director</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>Assessing Manager</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>Central Building Services Manager</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85



UAW Supervisor's Group

July 1, 1996

Position	A	B	C	D	E
<b>Engineering Services Manager</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>Construction Manager</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>City Treasurer</b>					
ANNUAL	54,028	56,729	59,566	62,544	65,672
hrly	27.707	29.092	30.547	32.074	33.678
bi-weekly	2,078.03	2,181.90	2,291.03	2,405.55	2,525.85
<b>Building Official</b>					
ANNUAL	56,604	59,434	62,405	65,525	68,801
hrly	29.028	30.479	32.003	33.603	35.283
bi-weekly	2,177.10	2,285.93	2,400.23	2,520.23	2,646.23
<b>Operations &amp; Maintenance Manager</b>					
ANNUAL	56,604	59,434	62,405	65,525	68,801
hrly	29.028	30.479	32.003	33.603	35.283
bi-weekly	2,177.10	2,285.93	2,400.23	2,520.23	2,646.23
<b>City Engineer</b>					
ANNUAL	57,700	60,586	63,614	66,795	70,135
hrly	29.590	31.070	32.623	34.254	35.967
bi-weekly	2,219.25	2,330.25	2,446.73	2,569.05	2,697.53
<b>Public Works Superintendent</b>					
ANNUAL	57,700	60,586	63,614	66,795	70,135
hrly	29.590	31.070	32.623	34.254	35.967
bi-weekly	2,219.25	2,330.25	2,446.73	2,569.05	2,697.53
<b>City Planner</b>					
ANNUAL	57,700	60,586	63,614	66,795	70,135
hrly	29.590	31.070	32.623	34.254	35.967
bi-weekly	2,219.25	2,330.25	2,446.73	2,569.05	2,697.53
<b>Information Services Manager</b>					
ANNUAL	57,700	60,586	63,614	66,795	70,135
hrly	29.590	31.070	32.623	34.254	35.967
bi-weekly	2,219.25	2,330.25	2,446.73	2,569.05	2,697.53

UAW Supervisor's Group

July 1, 1997

Position	A	B	C	D	E
<b>Housing &amp; Construction Manager</b>					
ANNUAL	52,486	55,110	57,866	60,760	63,798
hrly	26.916	28.262	29.675	31.159	32.717
bi-weekly	2,018.70	2,119.65	2,225.63	2,336.93	2,453.78
<b>Purchasing Manager</b>					
ANNUAL	52,486	55,110	57,866	60,760	63,798
hrly	26.916	28.262	29.675	31.159	32.717
bi-weekly	2,018.70	2,119.65	2,225.63	2,336.93	2,453.78
<b>Planning &amp; Zoning Manager</b>					
ANNUAL	52,486	55,110	57,866	60,760	63,798
hrly	26.916	28.262	29.675	31.159	32.717
bi-weekly	2,018.70	2,119.65	2,225.63	2,336.93	2,453.78
<b>Budget &amp; Operations Manager</b>					
ANNUAL	53,808	56,499	59,324	62,290	65,404
hrly	27.594	28.974	30.423	31.944	33.541
bi-weekly	2,069.55	2,173.05	2,281.73	2,395.80	2,515.58
<b>Controller</b>					
ANNUAL	53,808	56,499	59,324	62,290	65,404
hrly	27.594	28.974	30.423	31.944	33.541
bi-weekly	2,069.55	2,173.05	2,281.73	2,395.80	2,515.58
<b>Human Resources Manager</b>					
ANNUAL	53,808	56,499	59,324	62,290	65,404
hrly	27.594	28.974	30.423	31.944	33.541
bi-weekly	2,069.55	2,173.05	2,281.73	2,395.80	2,515.58
<b>City Assessor</b>					
ANNUAL	55,064	57,817	60,707	63,743	66,929
hrly	28.238	29.650	31.132	32.689	34.323
bi-weekly	2,117.85	2,223.75	2,334.90	2,451.68	2,574.23
<b>Parks &amp; Recreation Director</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>Public Library Director</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>Assessing Manager</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>Central Building Services Manager</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40

UAW Supervisor's Group

July 1, 1997

Position	A	B	C	D	E
<b>Engineering Services Manager</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>Construction Manager</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>City Treasurer</b>					
ANNUAL	55,108	57,864	60,758	63,796	66,986
hrly	28.261	29.674	31.158	32.716	34.352
bi-weekly	2,119.58	2,225.55	2,336.85	2,453.70	2,576.40
<b>Building Official</b>					
ANNUAL	57,737	60,623	63,653	66,836	70,178
hrly	29.609	31.089	32.643	34.275	35.989
bi-weekly	2,220.68	2,331.68	2,448.23	2,570.63	2,699.18
<b>Operations &amp; Maintenance Manager</b>					
ANNUAL	57,737	60,623	63,653	66,836	70,178
hrly	29.609	31.089	32.643	34.275	35.989
bi-weekly	2,220.68	2,331.68	2,448.23	2,570.63	2,699.18
<b>City Engineer</b>					
ANNUAL	58,852	61,795	64,886	68,131	71,537
hrly	30.181	31.690	33.275	34.939	36.686
bi-weekly	2,263.58	2,376.75	2,495.63	2,620.43	2,751.45
<b>Public Works Superintendent</b>					
ANNUAL	58,852	61,795	64,886	68,131	71,537
hrly	30.181	31.690	33.275	34.939	36.686
bi-weekly	2,263.58	2,376.75	2,495.63	2,620.43	2,751.45
<b>City Planner</b>					
ANNUAL	58,852	61,795	64,886	68,131	71,537
hrly	30.181	31.690	33.275	34.939	36.686
bi-weekly	2,263.58	2,376.75	2,495.63	2,620.43	2,751.45
<b>Information Services Manager</b>					
ANNUAL	58,852	61,795	64,886	68,131	71,537
hrly	30.181	31.690	33.275	34.939	36.686
bi-weekly	2,263.58	2,376.75	2,495.63	2,620.43	2,751.45

UAW Supervisor's Group

July 1, 1998

Position	A	B	C	D	E
<b>Housing &amp; Construction Manager</b>					
ANNUAL	54,061	56,764	59,603	62,583	65,713
hrly	27.724	29.110	30.566	32.094	33.699
bi-weekly	2,079.30	2,183.25	2,292.45	2,407.05	2,527.43
<b>Purchasing Manager</b>					
ANNUAL	54,061	56,764	59,603	62,583	65,713
hrly	27.724	29.110	30.566	32.094	33.699
bi-weekly	2,079.30	2,183.25	2,292.45	2,407.05	2,527.43
<b>Planning &amp; Zoning Manager</b>					
ANNUAL	54,061	56,764	59,603	62,583	65,713
hrly	27.724	29.110	30.566	32.094	33.699
bi-weekly	2,079.30	2,183.25	2,292.45	2,407.05	2,527.43
<b>Budget &amp; Operations Manager</b>					
ANNUAL	55,422	58,193	61,103	64,158	67,366
hrly	28.422	29.843	31.335	32.902	34.547
bi-weekly	2,131.65	2,238.23	2,350.13	2,467.65	2,591.02
<b>Controller</b>					
ANNUAL	55,422	58,193	61,103	64,158	67,366
hrly	28.422	29.843	31.335	32.902	34.547
bi-weekly	2,131.65	2,238.23	2,350.13	2,467.65	2,591.02
<b>Human Resources Manager</b>					
ANNUAL	55,422	58,193	61,103	64,158	67,366
hrly	28.422	29.843	31.335	32.902	34.547
bi-weekly	2,131.65	2,238.23	2,350.13	2,467.65	2,591.02
<b>City Auditor</b>					
ANNUAL	56,717	59,553	62,530	65,656	68,938
hrly	29.086	30.540	32.067	33.670	35.353
bi-weekly	2,181.45	2,290.50	2,405.03	2,525.25	2,651.48
<b>Parks &amp; Recreation Director</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>Public Library Director</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>Assessing Manager</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>Central Building Services Manager</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73

UAW Supervisor's Group

July 1, 1998

Position	A	B	C	D	E
<b>Engineering Services Manager</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>Construction Manager</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>City Treasurer</b>					
ANNUAL	56,764	59,601	62,581	65,711	68,996
hrly	29.110	30.565	32.093	33.698	35.383
bi-weekly	2,183.25	2,292.38	2,406.98	2,527.35	2,653.73
<b>Building Official</b>					
ANNUAL	59,469	62,442	65,564	68,842	72,284
hrly	30.497	32.022	33.623	35.304	37.069
bi-weekly	2,287.28	2,401.65	2,521.73	2,647.80	2,780.18
<b>Operations &amp; Maintenance Manager</b>					
ANNUAL	59,469	62,442	65,564	68,842	72,284
hrly	30.497	32.022	33.623	35.304	37.069
bi-weekly	2,287.28	2,401.65	2,521.73	2,647.80	2,780.18
<b>City Engineer</b>					
ANNUAL	60,621	63,651	66,834	70,176	73,684
hrly	31.088	32.642	34.274	35.988	37.787
bi-weekly	2,331.60	2,448.15	2,570.55	2,699.10	2,834.03
<b>Public Works Superintendent</b>					
ANNUAL	60,621	63,651	66,834	70,176	73,684
hrly	31.088	32.642	34.274	35.988	37.787
bi-weekly	2,331.60	2,448.15	2,570.55	2,699.10	2,834.03
<b>City Planner</b>					
ANNUAL	60,621	63,651	66,834	70,176	73,684
hrly	31.088	32.642	34.274	35.988	37.787
bi-weekly	2,331.60	2,448.15	2,570.55	2,699.10	2,834.03
<b>Information Services Manager</b>					
ANNUAL	60,621	63,651	66,834	70,176	73,684
hrly	31.088	32.642	34.274	35.988	37.787
bi-weekly	2,331.60	2,448.15	2,570.55	2,699.10	2,834.03

UAW Supervisor's Group

July 1, 1999

Position	A	B	C	D	E
<b>Housing &amp; Construction Manager</b>					
ANNUAL	55,684	58,468	61,391	64,461	67,684
hrly	28.556	29.984	31.483	33.057	34.710
bi-weekly	2,141.70	2,248.80	2,361.23	2,479.28	2,603.25
<b>Purchasing Manager</b>					
ANNUAL	55,684	58,468	61,391	64,461	67,684
hrly	28.556	29.984	31.483	33.057	34.710
bi-weekly	2,141.70	2,248.80	2,361.23	2,479.28	2,603.25
<b>Planning &amp; Zoning Manager</b>					
ANNUAL	55,684	58,468	61,391	64,461	67,684
hrly	28.556	29.984	31.483	33.057	34.710
bi-weekly	2,141.70	2,248.80	2,361.23	2,479.28	2,603.25
<b>Budget &amp; Operations Manager</b>					
ANNUAL	57,084	59,939	62,936	66,083	69,386
hrly	29.274	30.738	32.275	33.889	35.583
bi-weekly	2,195.55	2,305.35	2,420.63	2,541.68	2,668.73
<b>Controller</b>					
ANNUAL	57,084	59,939	62,936	66,083	69,386
hrly	29.274	30.738	32.275	33.889	35.583
bi-weekly	2,195.55	2,305.35	2,420.63	2,541.68	2,668.73
<b>Human Resources Manager</b>					
ANNUAL	57,084	59,939	62,936	66,083	69,386
hrly	29.274	30.738	32.275	33.889	35.583
bi-weekly	2,195.55	2,305.35	2,420.63	2,541.68	2,668.73
<b>City Architect</b>					
ANNUAL	58,418	61,339	64,406	67,626	71,007
hrly	29.958	31.456	33.029	34.680	36.414
bi-weekly	2,246.85	2,359.20	2,477.18	2,601.00	2,731.05
<b>Parks &amp; Recreation Director</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>Public Library Director</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>Assessing Manager</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>Central Building Services Manager</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30

UAW Supervisor's Group

July 1, 1999

Position	A	B	C	D	E
<b>Engineering Services Manager</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>Construction Manager</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>City Treasurer</b>					
ANNUAL	58,466	61,389	64,459	67,682	71,065
hrly	29.983	31.482	33.056	34.709	36.444
bi-weekly	2,248.73	2,361.15	2,479.20	2,603.18	2,733.30
<b>Building Official</b>					
ANNUAL	61,251	64,314	67,530	70,907	74,452
hrly	31.411	32.982	34.631	36.363	38.181
bi-weekly	2,355.83	2,473.65	2,597.33	2,727.23	2,863.58
<b>Operations &amp; Maintenance Manager</b>					
ANNUAL	61,251	64,314	67,530	70,907	74,452
hrly	31.411	32.982	34.631	36.363	38.181
bi-weekly	2,355.83	2,473.65	2,597.33	2,727.23	2,863.58
<b>City Engineer</b>					
ANNUAL	62,440	65,562	68,840	72,282	75,895
hrly	32.021	33.622	35.303	37.068	38.921
bi-weekly	2,401.58	2,521.65	2,647.73	2,780.10	2,919.08
<b>Public Works Superintendent</b>					
ANNUAL	62,440	65,562	68,840	72,282	75,895
hrly	32.021	33.622	35.303	37.068	38.921
bi-weekly	2,401.58	2,521.65	2,647.73	2,780.10	2,919.08
<b>City Planner</b>					
ANNUAL	62,440	65,562	68,840	72,282	75,895
hrly	32.021	33.622	35.303	37.068	38.921
bi-weekly	2,401.58	2,521.65	2,647.73	2,780.10	2,919.08
<b>Information Services Manager</b>					
ANNUAL	62,440	65,562	68,840	72,282	75,895
hrly	32.021	33.622	35.303	37.068	38.921
bi-weekly	2,401.58	2,521.65	2,647.73	2,780.10	2,919.08

UAW Supervisor's Group

July 1, 2000

Position	A	B	C	D	E
<b>Housing &amp; Construction Manager</b>					
ANNUAL	57,911	60,806	63,846	67,039	70,391
hrly	29.698	31.183	32.742	34.379	36.098
bi-weekly	2,227.35	2,338.73	2,455.65	2,578.43	2,707.35
<b>Purchasing Manager</b>					
ANNUAL	57,911	60,806	63,846	67,039	70,391
hrly	29.698	31.183	32.742	34.379	36.098
bi-weekly	2,227.35	2,338.73	2,455.65	2,578.43	2,707.35
<b>Planning &amp; Zoning Manager</b>					
ANNUAL	57,911	60,806	63,846	67,039	70,391
hrly	29.698	31.183	32.742	34.379	36.098
bi-weekly	2,227.35	2,338.73	2,455.65	2,578.43	2,707.35
<b>Budget &amp; Operations Manager</b>					
ANNUAL	59,369	62,337	65,453	68,725	72,161
hrly	30.446	31.968	33.566	35.244	37.006
bi-weekly	2,283.45	2,397.60	2,517.45	2,643.30	2,775.45
<b>Controller</b>					
ANNUAL	59,369	62,337	65,453	68,725	72,161
hrly	30.446	31.968	33.566	35.244	37.006
bi-weekly	2,283.45	2,397.60	2,517.45	2,643.30	2,775.45
<b>Human Resources Manager</b>					
ANNUAL	59,369	62,337	65,453	68,725	72,161
hrly	30.446	31.968	33.566	35.244	37.006
bi-weekly	2,283.45	2,397.60	2,517.45	2,643.30	2,775.45
<b>City Assessor</b>					
ANNUAL	60,754	63,792	66,982	70,332	73,848
hrly	31.156	32.714	34.350	36.068	37.871
bi-weekly	2,336.70	2,453.55	2,576.25	2,705.10	2,840.33
<b>Parks &amp; Recreation Director</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>Public Library Director</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>Assessing Manager</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>Central Building Services Manager</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65



UAW Supervisor's Group

July 1, 2000

Position	A	B	C	D	E
<b>Engineering Services Manager</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>Construction Manager</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>City Treasurer</b>					
ANNUAL	60,804	63,844	67,037	70,389	73,908
hrly	31.182	32.741	34.378	36.097	37.902
bi-weekly	2,338.65	2,455.58	2,578.35	2,707.28	2,842.65
<b>Building Official</b>					
ANNUAL	63,702	66,886	70,231	73,743	77,430
hrly	32.668	34.301	36.016	37.817	39.708
bi-weekly	2,450.10	2,572.58	2,701.20	2,836.28	2,978.10
<b>Operations &amp; Maintenance Manager</b>					
ANNUAL	63,702	66,886	70,231	73,743	77,430
hrly	32.668	34.301	36.016	37.817	39.708
bi-weekly	2,450.10	2,572.58	2,701.20	2,836.28	2,978.10
<b>City Engineer</b>					
ANNUAL	64,936	68,183	71,592	75,172	78,932
hrly	33.301	34.966	36.714	38.550	40.478
bi-weekly	2,497.58	2,622.45	2,753.55	2,891.25	3,035.85
<b>Public Works Superintendent</b>					
ANNUAL	64,936	68,183	71,592	75,172	78,932
hrly	33.301	34.966	36.714	38.550	40.478
bi-weekly	2,497.58	2,622.45	2,753.55	2,891.25	3,035.85
<b>City Planner</b>					
ANNUAL	64,936	68,183	71,592	75,172	78,932
hrly	33.301	34.966	36.714	38.550	40.478
bi-weekly	2,497.58	2,622.45	2,753.55	2,891.25	3,035.85
<b>Information Services Manager</b>					
ANNUAL	64,936	68,183	71,592	75,172	78,932
hrly	33.301	34.966	36.714	38.550	40.478
bi-weekly	2,497.58	2,622.45	2,753.55	2,891.25	3,035.85

## APPENDIX B

### 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 \$1,000 available for orthodontic services.

## APPENDIX C

### Disability Insurance

#### Short Term Disability Income for Accident or Illness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	1 day accident/illness 7 days illness
Maximum Duration	26 weeks

#### Long Term Disability Income Benefit

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

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

