

4560

6/30/99

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DEARBORN HEIGHTS SUPERVISORS ASSOCIATION

AND

THE CITY OF DEARBORN HEIGHTS

JULY 1, 1996 TO JUNE 30, 1999

*Dearborn Heights, City of*

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u>                            | <u>PAGE</u> |
|----------------|---|-------------|
| 1              | Purpose and Intent                      | 1           |
| 2              | Recognition-Agency Shop                 | 1           |
| 3              | Dues Deduction                          | 2           |
| 4              | Representation                          | 4           |
| 5              | Grievance Procedure                     | 5           |
| 6              | Discipline and Discharge\               | 10          |
| 7              | Seniority                               | 14          |
| 8              | Miscellaneous                           | 16          |
| 9              | Working Hours and Overtime              | 17          |
| 10             | Management Responsibility               | 19          |
| 11             | Sick Leave                              | 21          |
| 12             | Leaves of Absence                       | 25          |
| 13             | Holidays                                | 27          |
| 14             | Vacations                               | 28          |
| 15             | Insurance                               | 30          |
| 16             | Longevity                               | 36          |
| 17             | Wages and Pension                       | 37          |
| 18             | Promotions and Transfers                | 41          |
| 19             | Savings Clause                          | 41          |
| 20             | Retroactivity                           | 42          |
| 21             | Residency                               | 42          |
| 22             | No Strike-No Lockout                    | 42          |
| 23             | Duration                                | 43          |
|                | Attachment "A" (Tuition Reminbursement) |             |
|                | Dearborn Heights Code of Ordinances     |             |

## AGREEMENT

THIS AGREEMENT is by and between the CITY OF DEARBORN HEIGHTS, a Michigan municipal corporation, hereinafter referred to as the "CITY" or "EMPLOYER", and the DEARBORN HEIGHTS SUPERVISORS ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

### ARTICLE 1

#### PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYER'S success in establishing and the ASSOCIATION'S success in rendering proper services to the public.

To these ends the EMPLOYER and the ASSOCIATION encourage to the fullest degree friendly and cooperative relations between the respective representatives.

### ARTICLE 2

#### RECOGNITION-AGENCY SHOP

The EMPLOYER does hereby recognize the ASSOCIATION as the sole and exclusive bargaining representative of all members of the ASSOCIATION, for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment, during the term of this Agreement. Employees who do

not wish to join the ASSOCIATION need not do so providing they comply with Article 3.

Included in the bargaining unit are the following classifications:

Superintendent - Department of Public Service  
Highway Department Supervisors  
Superintendent - Water Department  
Water Department Supervisors  
Superintendent - Building and Maintenance  
Building and Maintenance Department Supervisors

Excluded from the bargaining unit are all classifications not specifically included.

### ARTICLE 3

#### DUES DEDUCTION

Section 1. The CITY will deduct dues as requested by the ASSOCIATION, as dues, from the pay of each member of the ASSOCIATION from whom it receives authorization to do so. The authorization will state the required amount to be deducted as dues. One deduction shall be made from the employee's pay in a calendar month. If the employee has no pay for such pay period, such dues shall be deducted from the employee's pay in subsequent pay periods.

Section 2. The CITY will deduct from the pay of the employees in any month, only the ASSOCIATION membership dues becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the ASSOCIATION. Said membership dues and assessments shall be forwarded to the ASSOCIATION within seven (7) days from the day the affected paychecks are issued.

Section 3. The ASSOCIATION will notify the CITY in writing of any changes of dues thirty (30) days prior to the effective date of such changes.

Section 4. Any permanent employee who is not an ASSOCIATION member shall, as a condition of employment, pay to the ASSOCIATION a service fee proportional to the collective bargaining costs of the ASSOCIATION, including the cost of negotiating and administration of contracts, the amount of which fee the ASSOCIATION shall certify to the CITY.

Section 5. In the event that a refund is due any employee for any sums deducted from wages and paid to the ASSOCIATION, it shall be the responsibility of such employee to obtain appropriate refund from the ASSOCIATION.

Section 6. The ASSOCIATION shall indemnify and save the CITY harmless against any and all claims, demands, lawsuits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the CITY for the purpose of complying with any of the provisions of this Article.

Section 7. The CITY shall not be liable for the remittance of payments of any sums other than those constituting actual deductions made; and if for any reason the CITY fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the ASSOCIATION.

Section 8. An employee who is a member of and adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting a labor organization shall not be required to join or financially support any labor organization as a condition of employment; such employee may, however, be required by the ASSOCIATION to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payment to the ASSOCIATION. The employee may choose from one of the following non-religious, tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code:

- 1.) Dearborn Heights Human Services Agency, a service of Garden City Osteopathic Hospital.
- 2.) Dearborn Heights Salvation Army.
- 3.) Dearborn Heights Goodfellows.

#### ARTICLE 4

#### REPRESENTATION

Section 1. Officers and other representatives of the ASSOCIATION shall be afforded reasonable time during the regular working hours without loss of pay to fulfill their ASSOCIATION responsibilities, including negotiations with the CITY, processing of grievances, and administration and enforcement of the agreement. The ASSOCIATION shall notify the CITY of the names and titles of its representatives within one week after their appointment. No representative will be permitted to act as such until the CITY is advised that the person has become a representative. The CITY

shall not place any officer or ASSOCIATION representative so that they are not reasonably accessible to the members of the ASSOCIATION they represent.

Section 2. The ASSOCIATION may schedule meetings on CITY property insofar as such meetings are not disruptive of the employees or the efficient operation of the CITY.

Section 3. The ASSOCIATION may select one (1) of its members who shall be entitled to three (3) work days off per year with pay to attend any conference, convention and/or seminar relating to the collective bargaining process which is held in or outside the State of Michigan.

Section 4. The ASSOCIATION shall be provided a suitable bulletin board and space for said board, for the posting of ASSOCIATION notices or other materials relating to the activities of the ASSOCIATION.

Section 5. The CITY will recognize an ASSOCIATION negotiating committee for purposes of negotiating renewal agreements to this Agreement of two (2) bargaining unit employees to be designated by the ASSOCIATION in writing with right of substitution if a designated person is unavailable.

#### ARTICLE 5

#### GRIEVANCE PROCEDURE

Section 1. Purpose. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level

of the procedure. Nothing contained herein shall be construed as limiting the right of any ASSOCIATION member with a grievance to discuss the matter informally with any appropriate member of the administration.

The CITY will only be bound by a grievance procedure answer given at the Mayor's step. All subordinate answers will be considered advisory to the Mayor. Nothing in this Section shall be construed to affect processing time limits.

Section 2. Definitions. A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an ASSOCIATION member works, allegedly caused by a violation, difference or dispute as to the meaning or application of the provisions of this Agreement or existing law.

A. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.

B. Any reference to working days shall be applicable to the work schedule of the aggrieved.

C. Any reference in this Article to "days" shall mean "working days".

Section 3. Time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties. In the event that the ASSOCIATION fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be settled on the basis of the CITY'S last answer. In the event that the CITY shall fail to



supply the ASSOCIATION with its answer to the particular step within the specified time limits, the grievance shall automatically be advanced to the Arbitration step of the grievance procedure and submitted to arbitration at the option of the ASSOCIATION.

Section 4. Each grievance shall be initiated within five (5) days of the occurrence of the cause of the complaint. All grievances concerning discipline must be filed within three (3) regularly scheduled City Hall business days, and all other grievances must be filed in writing within thirty (30) calendar days after occurrence of the circumstances giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 5. It is agreed between the parties that the ASSOCIATION President and Vice President, or their designees, shall process all ASSOCIATION grievances not to exceed one (1) person at a time.

Section 6. Any bargaining unit employee having a grievance as herein defined may process the grievance in the following manner:

Step 1. If an employee under this Agreement is aggrieved, that employee should request from employee's department Director that the ASSOCIATION President and Vice President, or their designees, be notified and they shall take the matter up with the Director for adjustment within three (3) days of the occurrence of the grievance.

Step 2. If the ASSOCIATION President and/or Vice President, or their designees, are dissatisfied with the results of the meeting with the Director, they shall reduce the grievance to writing and submit it to the Director of the department, or a representative, within two (2) days after the meeting with the Director. The Director shall then set up a meeting to discuss the grievance within three (3) working days after receipt of the written grievance and shall give either the ASSOCIATION President and/or Vice President, or their designees, a written answer within three (3) working days after the meeting.

Step 3. If the ASSOCIATION President and/or Vice President or their designees is dissatisfied with the Director of the Department's answer that person may appeal the grievance to the Mayor or his representative, who shall set up a meeting within ten (10) working days after receipt of the appeal to hear the grievance. The Mayor or designated representative shall give a written answer to the grievance within ten (10) working days after the Step 3 meeting. At the hearing before the Mayor, or designated representative, the aggrieved party may be present. The ASSOCIATION shall supply the names of all known witnesses in advance so that the Mayor, or designated representative, may question them concerning the grievance. If the ASSOCIATION fails to supply the names of any known witnesses, such witnesses may not be allowed to testify at the Arbitration hearing.

Step 4. It is agreed by both the CITY and the ASSOCIATION that if a grievance is not settled in Step 3, arbitration may be invoked under the rules and regulations of the American Arbitration Association within twenty (20) days after Step 3 has been followed. It is also agreed by the CITY and the ASSOCIATION that the purpose of arbitration is to settle grievances without resorting to work stoppages.

Employees who are witnesses shall be called as needed and shall not lose time or pay for time spent during their regular working hours in grievance procedure meetings. Both the EMPLOYER and the ASSOCIATION shall have the right to list and call additional witnesses.

Step 5. The decision of the arbitrator shall be final and binding on all parties. The arbitrator may not add to, subtract from, change, or amend any of the terms of this Agreement and shall only be concerned with questions concerning the issue or issues involved. The expenses of the arbitrator shall be shared equally by the parties.

Section 7. All offers from the EMPLOYER to settle grievances, if accepted by the ASSOCIATION President and Vice President, or their designees, shall be binding on the EMPLOYER, the ASSOCIATION, and the employee. All settlements shall be in written form and signed by the proper EMPLOYER and ASSOCIATION representatives. An employee can settle his own grievance without ASSOCIATION approval as long as the grievance is not a policy grievance.

Section 8. All Arbitration proceedings shall be held on the premises of the CITY.

## ARTICLE 6

### DISCIPLINE AND DISCHARGE

Section 1. No employee shall be disciplined or discharged except for just cause. The CITY agrees, upon discharge or discipline of an employee, to notify the ASSOCIATION President and/or Vice President, or their designees, in writing, of the discharge or discipline.

Section 2. The discharged or disciplined employee will be allowed to discuss that employee's discharge or discipline with the ASSOCIATION President and Vice President, or their designees, and the CITY will make available an area where that employee may do so before that employee is required to leave the property of the CITY. Upon request the CITY, or that employee's designated representative, will discuss the discharge or discipline with the employee and the ASSOCIATION President and/or Vice President, or their designees.

Section 3. Should the discharged or disciplined employee and/or the ASSOCIATION President and Vice President, or their designees, consider the discharge to be improper, a grievance shall be presented in writing through the ASSOCIATION President and Vice President, or their designees, to the EMPLOYER within three (3) City hall business days regularly scheduled working days of the discharge or discipline. The EMPLOYER will review the discharge or discipline and give its answer within three (3) regularly scheduled

working days after receiving the grievance. If the decision is not satisfactory to the interested employee or that employee's representatives, the matter shall be referred to Step 3 of the procedure.

Section 4. In imposing any discipline on a current charge, the CITY will not take into account any prior infractions which occurred more than two (2) years prior to the present alleged infraction.

Section 5. In the case of a possible discharge, the CITY shall have thirty (30) days to investigate the matter thoroughly before discharging the employee, and the CITY shall notify the ASSOCIATION that such an investigation is under way. During this period the CITY has the option to allow the employee to work. Provided further, the ASSOCIATION may request a special conference with the Mayor, or a designated representative, prior to the employee being discharged. In the event the employee is not disciplined or discharged, the employee will be paid for time lost from work. Employee discipline or discharge will be determined by infraction of this agreement and/or work rules established by the CITY.

Section 6. Gratuity Solicitation. The solicitation of a gratuity in conjunction with the performance of CITY service shall be cause for discharge.

Section 7. NO FAULT ABSENCE POLICY.

As of the ratification of this agreement, each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for the purpose of illness. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. When the employee uses more than twelve (12) sick days annually, said employee will not be able to use any remaining "banked" sick days without the following verified reasons:

1. Written proof of hospitalization or emergency illness
2. Order to appear in District, Circuit or Federal court
3. Outpatient surgery or hospital-administered, freestanding outpatient surgical center
4. On-the-job injury

If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) allowed sick days per year. If the employee supplies the employer with prior documentation of one of the above four reasons at least ten (10) days in advance. The only exceptions to this rule are emergency situations and contractually approved absences such as bereavement leave, Article 12, Section 7, sick days used as part of bereavement leave, personal days and disciplinary suspensions. Employees who fail to comply with the above requirements will be charged with an "incident".

When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the CITY to

allow the CITY to remind the employee of this policy and its disciplinary implications.

Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the CITY's "no fault" attendance policy explained as follows:

An incidence of absence shall be calculated as follows:

1. One (1) day = 1 incident

Discipline for the accumulation of an absence incidence shall be imposed as follows:

- 1 incident - 1 day suspension and city conference
- 2 incidents - 3 day suspension
- 3 incidents - 10 day suspension
- 4 incidents - Discharge or additional discipline

When an employee has one (1) absence incident, the employee will receive a conference with the CITY in which the CITY will provide the employee an opportunity to explain their absence.

The person will be given an opportunity to provide a credible written medical opinion (not a conclusory statement) by a medical doctor or doctor of osteopathy as a medical explanation for such incident.

The conference will also allow the CITY to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference the CITY will either enforce or adjust the "no fault" incident policy at the CITY's sole discretion.

Discipline for the accumulation of a tardy shall be imposed as follows:

|                              |                                |
|------------------------------|--------------------------------|
| 3 tardies - verbal warning   | 10 tardies - 5 day suspension  |
| 5 tardies - written warning  | 12 tardies - 10 day suspension |
| 8 tardies - 1 day suspension | over 12 tardies - Discharge    |

All incidents of absence or tardies shall be counted in a consecutive 12 month period beginning July 1 and ending June 30.

In addition, the ASSOCIATION has agreed that if any future changes are made to the No Fault Absence Policy negotiated with AFSCME, they would automatically be included in the ASSOCIATION'S contract. This would be handled through a Letter of Understanding between the ASSOCIATION and the CITY."

#### ARTICLE 7

#### SENIORITY

##### Section 1.

A. Seniority shall be determined and operated upon a City-wide basis.

B. Commencing January 1, 1987, seniority for all new supervisors shall be determined by date of entry into the bargaining unit covered by this Agreement, that is to say, that the last person to enter the unit shall have the least amount of seniority, and the person that has been in the bargaining unit the longest will have the most seniority.

C. A new supervisory employee shall be regarded as probationary and shall not have seniority until after six (6) months continuous employment in that position.



Section 2. The length of service for benefit purposes of each bargaining unit employee shall be determined in accordance with the last date of continuous employment upon which such employee was hired upon the Dearborn Heights payroll.

Section 3. If a supervisory employee or other employee of the CITY promoted to such a position excluded from Local 290 AFSCME is laid off or demoted from such supervisory or other excluded position, that employee has the right to revert to that employee's last position prior to the discharge or layoff and without loss of seniority in accordance with the then current Local 290 AFSCME Agreement.

Section 4. Seniority shall be lost upon the happening of any of the following events:

- A. If the employee quits.
- B. If the employee is discharged for just cause and the discharge is not reversed through grievance procedure.
- C. If a settlement with the employee has been made for total disability.
- D. If the employee is laid off and thereafter continually laid off from the CITY for a period equal to the length of that employee's seniority under the contract at the time of the layoff, except when an employee has less than one year's seniority, that employee will be retained on the callback list for one (1) year.

E. If the employee fails to report for work within five (5) days after notice to report has been sent to that employee's last known address by certified mail according to the CITY records.

Section 5. All layoffs shall be governed by seniority. as per Section 1(b). In case of a layoff, the employee to be laid off will be the lowest seniority person covered by this Agreement.

Section 6. Any employee who has been incapacitated at that employee's regular work, injury, or compensable disease while employed by the CITY may be employed in other work in the CITY which that employee can do without regard to any seniority provisions of this Agreement.

## ARTICLE 8

### MISCELLANEOUS

Section 1. During any period a supervisor is off on a medical leave of absence, including a pregnancy leave, all insurance (Blue Cross, hospital medical and life insurance) will be continued in full force by the CITY at the group rate for a period not to exceed six (6) months from that person's last day of work provided the person is otherwise eligible; provided further that persons returning to work must complete a thirty (30) day requalification period before that person shall again be eligible for CITY paid health premiums while on a medical leave of absence.

Section 2. In emergency cases, due to sickness of employees or other unexpected absences, the CITY shall have the right to assign supervisors to work outside of classification, however, the

supervisor shall receive either their pay or the pay of the assigned position, whichever is greater, for the hours worked.

Section 3. Pay periods shall be bi-weekly for all supervisory employees and pay days will be on Fridays.

Section 4. The CITY shall supply each member of the ASSOCIATION four (4) sets of uniforms which the employee shall select at a store designated by the CITY. Supervisory personnel must wear those uniforms while on duty or face disciplinary action as determined by the CITY.

Section 5. The CITY recognizes the principle that every employee shall maintain continuous employment without any fear of discrimination, particularly to employees exercising their voting privileges and their political freedom, after working hours.

Section 6. This Agreement shall be conclusively presumed to be each employee's voluntary agreement to deduct from that employee's pay any amounts required by this Agreement or amount constituting overpayment by the CITY.

Section 7. The CITY shall be permitted to establish any accommodation required by the Americans with Disabilities Act (ADA), and the CITY'S family and medical leave policy, no provision of this Agreement notwithstanding.

## ARTICLE 9

### WORKING HOURS AND OVERTIME

Section 1. The standard work day and work week for salaried employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, for a total of forty (40) hours; provided

the CITY shall have the option to establish and re-establish a Tuesday through Saturday work week wherein overtime would be paid on a sixth and seventh consecutive day worked basis.

Section 2. The EMPLOYER may schedule overtime work in accordance with the following:

A. All work performed in excess of the normal work day as defined above shall be paid at the rate of one and one-half (1-1/2) times the normal rate up to sixteen (16) hours of continuous work and two (2) times the normal rate thereafter.

B. All work performed on a Saturday shall be paid at the rate of one and one-half (1 1/2) times the normal rate, and all work performed on a Sunday shall be paid at the rate of two (2) times the normal rate.

C. All work performed on holidays shall be paid two (2) times normal rate plus holiday pay. After eight (8) hours, the rate of pay on holidays shall be three (3) times the normal rate of pay.

Section 3. Any supervisor called in for emergency work will be paid for four (4) hours minimum call-in pay. Supervisors will not be paid for more than one (1) call-in pay, in a twenty-four (24) hour period, the twenty-four (24) hour period to begin and end at midnight. If there are additional call-ins in that twenty-four (24) hour period, then the supervisor will be paid for the time the employee is out.

Section 4. In the event that an afternoon and midnight shift is re-established, the contract will be reopened to negotiate shift premium only.

Section 5. Each supervisor working a full duty shift shall be entitled to two (2) rest periods per shift, excluding a lunch period. These periods shall not exceed fifteen (15) minutes in length, and one (1) each be taken two (2) hours after the start of a full duty shift and two (2) hours after the end of the scheduled lunch period.

#### ARTICLE 10

##### MANAGEMENT RESPONSIBILITY

Section 1. Except where limited by this contract or any supplement hereto, the Rules and Regulations of the Dearborn Heights Civil Service Commission or City, State and Federal law, the CITY shall have the following authority:

A. The authority to determine the items to be produced and establish schedules for production are solely and exclusively the responsibility and the right of the CITY. The authority to direct, adjust, increase and decrease the working force, to remove employees and maintain discipline shall be vested solely and exclusively in the management.

B. No supervisor shall work, except to instruct employees.

C. The ASSOCIATION recognizes the exclusive right of the CITY to establish, so long as they do not conflict with this Agreement, the Rules and Regulations of the Dearborn Heights Civil

Service, City, State and Federal laws, reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The CITY also reserves the right to make work assignments in emergency situations.

D. The CITY has the right to schedule overtime work as required, the ASSOCIATION recognizing the many emergency situations that can arise. The CITY has the responsibility in these duty assignments to provide equal compensation for equal work. In cases where an employee considers that these principles are not being observed, he may seek redress through the grievance procedure.

E. It is understood by the parties that every incidental duty connected with the assignments cannot always be specifically defined.

F. The following authority is conferred on City officials:

1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the state, City Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments among other executive responsibilities defined by the Charter.

2. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the CITY'S budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the City Council in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.

4. The Charter responsibilities of the City in determining the functions and responsibilities and organization of the respective departments or divisions.

5. The responsibilities to administer pay and fringe benefits plans, to provide the necessary surveys, research rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the City Council.

6. The responsibility for administering Charter and Ordinance provisions relating to the Retirement Plan and the Insurance and Disability Plan.

#### ARTICLE 11

#### SICK LEAVE

Section 1. Seniority supervisors shall be credited with one (1) day sick leave per month. (The definition of a month is 16 days of work or vacation.) Seniority employees (hired prior to July 1, 1994), may accumulate up to one hundred fifty (150) days unused sick leave days. Persons entering the ASSOCIATION after July 1, 1994, may accumulate up to ninety (90) days unused sick leave days.

November 30 of each year shall be considered the year end. Credit for such sick leave will be compiled November 30 of each year and will be paid in the following manner: Upon retirement,

forced retirement (disability) or death, one hundred (100%) percent of accumulated sick leave days. For reasons other than the above the employee will be paid one-half (1/2) of accumulated sick leave days unless discharged for cause. Payment shall be in the following manner:

A. 33-1/3% upon termination and in two (2) additional annual installments on the anniversary of such termination.

B. The CITY will pay 6% interest on a declining balance method on sums retained.

C. Subject to sub-paragraph (a), the CITY shall pay in full within 60 days following employment termination amounts of \$7,500 or less without interest penalty.

Section 2. Employees shall have two (2) personal days per year not to be accumulated or charged to their sick leave days. These days shall be taken between July 1 and June 30 of each year.

Section 3. Any employee injured on the job, when the attending physician determines it is in the best interest of the employee not to return to work immediately, shall be paid for a full day's work for the day on which injured.

Section 4. Should an employee's period of illness extend so the employee's accumulated sick leave days are used up, the employee may make written request to be paid any vacation time that may be due the employee.

Section 5. All CITY supervisors with an original date of hire prior to July 1, 1985 who are injured or become ill in the line of duty as defined by the Workers' Compensation law shall be carried



on the CITY payroll at no loss of take home pay for their classification for a period of one (1) year. All CITY supervisors with an original date of hire with the City of Dearborn Heights after June 30, 1985 shall be carried on the CITY payroll at no loss of take home pay for their classification for a period of (6) months. The supervisor shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights. All Workers' Compensation benefits earned by employee while on Workers's Compensation will be turned over to the CITY so long as employee is carried on payroll. As a condition of receipt of this supplement, the affected employee must apply for disability retirement benefits from all available sources for any illness or injury for which a return date cannot be provided within thirty (30) days of first absence or which will extend beyond six (6) months. CITY will provide notice to the employees of the requirements of this Section.

Section 6. Persons injured in a non-duty capacity must apply for disability retirement benefits from all available sources for any illness or injury for which a return date cannot be provided within thirty (30) days of first absence or which will extend beyond six (6) months. CITY will provide notice to the employee of the requirements of this Section.

Section 7. Sick Leave Cap. Effective July 1, 1992 and thereafter:

(1) (a) As of December 31 of each calendar year, an employee that has reached 150 sick days as of January 1 or that calendar

year will be paid fifty percent (50%) of the value of any unused sick days that employee would have earned that calendar year but for the accumulation limit of 150 days. The accumulation bank is not to exceed 150 days. Payment will be at the employee's then current rate of pay.

(b) In the event that a maximum accumulation of an employee's sick bank is reduced for that employee, such employee would receive fifty percent (50%) of revised maximum. For example: If an employee's sick accumulation maximum is 110 days then 110 would be substituted for 150 in sub-section (a) above.

(2) CITY shall be permitted to offer to purchase banked sick days from time to time provided that the sale of said sick days is at the employee's option and the offer at the CITY's discretion; the number of sick days purchased reduces that employee's then current maximum by the number purchased by the CITY.

Example: Employee has 140 days as that employee's then current maximum having previously sold 10 days to the CITY. The CITY now offers to buy 5 more days and the new employee agrees to sell 5 days. The employee's new maximum accumulation under this collective bargaining agreement would be 135.

Payment will be at the employee's rate of pay as of the date of the CITY's offer to purchase.

ARTICLE 12

LEAVES OF ABSENCE

Section 1. Written leaves of absence for specified purposes and periods of time may be granted supervisors without loss of seniority, so long as leave is no more than six (6) months.

Section 2. Leaves shall be granted for a period of six (6) months to supervisors who are physically disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified physician.

The CITY shall have the right to require a physical examination each week during the disability if it desires.

Section 3. The CITY recognizes and agrees that it shall provide "forms" upon which a CITY supervisor may request a leave of absence. Any employee desiring a leave for any reason shall submit such application in excess of thirty (30) days prior to the date the leave is to commence and the CITY shall grant or deny such request within ten (10) days of receipt of the request.

Application and documentation for verified emergency reasons must be submitted as soon as practicable following the event identified as the emergency but in no event later than the first day of absence. Application and documentation must be submitted directly to the office of the Mayor and will be responded to the first work day following the work day of receipt.

Section 4. Any employee on military leave for service in the armed services of the United States shall be reinstated in

accordance with the requirements of the Selective Service and Training Act of 1940, as amended.

Section 5. A maternity leave will be granted to a female employee on the same basis as an illness leave.

Section 6. The CITY agrees to reimburse said supervisor for all days spent on jury duty, if so assigned, at his or her regularly scheduled rate of pay, not to exceed thirty (30) days in any contract term. Any monies received by said supervisor as compensation for said jury duty will be returned to the CITY.

Section 7. Funeral Leave. All employees shall be entitled to five (5) work days with pay for funeral purposes to make preparation for and attend the burial and funeral of an immediate member of the family within three hundred (300) miles of the CITY of Dearborn Heights. Immediate members of the family for this purpose shall be deemed a spouse, children, parents, parents-in-law, grandparents, brothers and sisters, and brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and grandchildren. The employee shall also be entitled to three (3) work days with pay for the funeral of grandparents-in-law if within three hundred (300) miles of the City of Dearborn Heights; one additional work day with pay for travel will be given for funerals over three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the department head and the department head's refusal to grant the extension is subject to the grievance procedure of this contract.

ARTICLE 13

HOLIDAYS

Section 1. Employees will have the following holidays off with pay:

|                |                        |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day       |
| Good Friday    | Day After Thanksgiving |
| Memorial Day   | Day Before Christmas   |
| Fourth of July | Christmas Day          |
| Labor Day      | Day Before New Year    |
| Veteran's Day  | Employees Birthday     |

Section 2. The employer shall pay holiday premium pay as per working hours and overtime Article 9, Section 2(c), only on the day given off by the employer as the holiday.

Section 3. If the holiday falls on Saturday the employee shall have the Friday prior to the holiday off with pay. If the holiday falls on Sunday the employee shall have the following Monday off with pay. For those employees on a Tuesday through Saturday work week a special provision shall apply. If the holiday falls on Sunday or Monday the employee shall have the following Tuesday off with pay. If the holiday falls on Friday, the employee shall, during the week of that holiday, work Monday through Thursday.

Section 4. Seniority employees shall be paid eight (8) hours pay at their regular straight timed hourly rate for all holidays covered in this Agreement.

Section 5. An employee must work on the regularly scheduled day before and after a holiday to qualify for holiday pay unless the employee is on previously scheduled and approved vacation,

funeral leave or personal day. Holiday pay will not be charged to sick time, vacation or personal days.

ARTICLE 14

VACATIONS

Section 1.

A. Employees will receive paid vacation time off on the following basis, with length of service determined from year of hire.

| <u>Length Of Service</u><br><u>As Of January 1</u> | <u>Vacation Allowances</u><br><u>Per Year</u>                                   |
|--|---|
| After one (1) year                                 | Ten (10) working days   |
| After five (5) years                               | Fifteen (15) working days   |
| After ten (10) years                               | Twenty (20) working days  |
| After fourteen (14) years                          | One (1) additional day for each<br>year of service after fourteen<br>(14) years |

One (1) additional vacation day each year shall be added to each employee's vacation schedule above set forth due to deletion of one holiday (George Washington's Birthday).

B. Employees hired into CITY employment on or after July 1, 1985 will receive paid vacation time off on the following basis:

| <u>Length Of Service</u><br><u>As Of January 1</u> | <u>Vacation Allowances</u><br><u>Per Year</u> |
|--|---|
| After one (1) year                                 | 5 working days                                |
| After three (3) years                              | 10 working days                               |
| After five (5) years                               | 10 working days                               |
| After ten (10) years                               | 15 working days                               |
| After fifteen (15) years                           | 20 working days                               |

Section 2. Vacation period is from January 1 through December 31. Every effort will be made to grant vacations at a time to meet the wishes of the employee and also maintain the operation of the employer.

In the event the employee is required to work and cannot take vacation days prior to December 31, the employee shall be paid for those days at the employee's current rate of pay.

Section 3. An employee's vacation pay will be based on that employee's regular, normal work week.

Section 4. If a holiday falls within an employee's vacation, the employee will be given an extra day's vacation.

Section 5.

A. If an employee's services are terminated for any reason before receiving vacation pay due, employees shall be paid a lump sum in lieu of vacation computed at employee's basic rate in effect on the day that the employee's services are terminated as follows:

(1) 33-1/3% upon termination and in two (2) additional annual installments on the anniversary of such termination.

(2) The CITY will pay 6% interest on a declining balance method on sums retained.

(3) Subject to sub-paragraph (1), the CITY shall pay in full within 60 days following employment termination amounts of \$7,500 or less without interest penalty.

B. If a disagreement occurs over vacation, seniority, by classification, will be the determining factor, however, management retains the right to keep sufficient employees on the job to operate with.

ARTICLE 15

INSURANCE

Section 1. Life Insurance

The CITY shall continue to pay the full cost of life insurance, in the amount of Thirty Thousand (\$30,000.00) Dollars with an additional Thirty Thousand (\$30,000) accidental life benefit. (Accidental Life benefit shall include on the job or off the job accidents).

Section 2. Hospitalization. Health Care Cost Containment.

The CITY at its option may implement any or all of the following health care cost containment programs:

A. Preadmission certification of the necessity of hospitalization (BC-BSM PREVENT program or equivalent).

B. Mandatory Second Surgical Opinion (MSO) with a 20% cost penalty for failure to seek a second opinion if required by the program. Required second opinions shall be paid for by the plan.

C. Foot Surgery Predetermination program BC-BSM or equivalent.

D. CITY at its option may designate the BC-BSM Trust 15 Program or equivalent as the primary traditional benefits program. Effective July 1, 1992 and thereafter: Substitute "Trust 15/20" for "Trust 15".

E. CITY at its option may adopt the Mandatory Out-Patient Surgical Procedure program (1986) as published by SEMPAHC GDAHC'S Program on Affordable Health Care.



F. Retiree health care benefit levels for future retirees retiring on or after July 1, 1987 shall not exceed the benefit levels for then active employees.

G. Master Medical Option will be changed to \$150-\$300 (80%-20%).

H. CITY at its option may participate in the BC-BSM (or equivalent) Prescription Drug Maximum Allowable Cost Program a/k/a the Generic Drug Program.

I. CITY at its option may participate in the BC-BSM Alternate Prescription Drug Program a/k/a the Prescription Drug Blue Preferred Plan.

J. CITY at its option may implement the BC-BSM Substance Abuse Case Management System (or equivalent).

K. Prescription drug co-pay shall be as follows: \$5.00.

L. Excluded from benefits coverage are maternity benefits for persons acting as "Surrogate Mothers".

M. Delete the following Riders:

ML  
SD  
D45NM

N. Whenever more than one family member is employed by the CITY, there shall be no duplicate health benefits coverage.

O. Persons retiring on or after July 1, 1987 who are not entitled to a full retirement benefit will be entitled to a CITY Health contribution based on the same then current premium as same is determined and redetermined as follows:

- at least 10 years service  
but less than 15 years: 50%
- 15 years or more service: 100%

P. A CITY retiree may not add any new or additional person to CITY coverage after the last day that person worked for the CITY as a full time non- seasonal or non-temporary employee.

Section 3. Dental Plan. Delta Dental Plan, 75%/25% on maximum of Seven Hundred Fifty (\$750.00) Dollars per person, or equivalent, per contract year. Retired persons whose retirement occurs August 2, 1988 and thereafter shall not receive dental insurance. Retired persons receiving dental benefits as of July 31, 1988 will continue to receive dental benefits in accordance with prior program.

Section 4. A. In the event that death results to an employee in the course of that employee's employment or an employee becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes out of and in the course of that employee's employment with the CITY as defined by the State of Michigan Workers Compensation Laws, and retired by the Board, the Employee's surviving dependent shall have coverage as set forth in Section 2 above. Each child ceases to be covered when they reach eighteen (18) years of age. Spouse ceases to be covered when they expire or become remarried.

B. Effective November 1, 1994, the surviving spouse of non-duty disability retirement employee shall not receive retiree health insurance benefits as set forth in Section 2 above, unless the retired employee had completed a minimum of twenty-five (25) years of actual service to the City, or that employee was eligible to retire under the normal or early retirement provisions of the retirement plan on the day before the day of that employee's death.

Section 5. Accident and Sick Benefits. The CITY shall procure and maintain at its own expense an insurance policy providing for each supervisor for non-duty sickness or accidents weekly benefits for twenty-six (26) weeks in the following amount per week: \$250.00

For persons entering or returning to the bargaining unit on or after July 1, 1990 all vacation time must be used prior to receiving the benefits described in this section.

Prior to receiving these benefits, a supervisor must use all accumulated sick time.

Section 6. Supervisors who are on paid leaves or Workers' Compensation shall be considered as on the payroll. Not to exceed one (1) year from date of last work or date of disability retirement whichever is sooner.

Section 7. Upon retirement of any member of the bargaining unit under normal, early or disability provisions, the employee will be entitled to the same hospital, medical and dental insurance benefits which are currently in effect or as negotiated at the

CITY. Persons retiring on or after August 2, 1988 shall not be eligible for dental insurance.

Section 8. A. The CITY may, with prior notification to the ASSOCIATION, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels and the CITY shall be entitled to receive any dividends, refunds or rebates earned without conditions.

B. All benefits shall be subject to standard provisions set forth in the policy or policies except as modified by this Agreement.

C. Subject to COBRA requirements, when employment is interrupted by discharge, quit, strike, leave of absence other than maternity leave, all insurance coverage continues for thirty (30) days or until the next premium is due, whichever is later.

D. In the event any employee fails or refuses to make timely payments of employee-contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.

E. Should the CITY be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the CITY under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the CITY not be obligated to provide double coverage and to escape such double payments, the CITY shall be permitted to cancel benefits or

policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

F. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Section 9. In the event of any payment under any CITY insurance plan on behalf of any person covered by such CITY insurance plan, the CITY shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".

Section 10. In a joint continuing effort to control the cost of insurance the CITY and the ASSOCIATION agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under CITY health insurance and any other group health insurance policy which a CITY employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 11. Upon becoming eligible for medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for medicare, benefits will be paid as though such retiree or other person had enrolled. It is understood that eligibility for medicare shall be first eligibility under then current federal law and the CITY agrees that upon request it will assist employees or CITY retirees in applying for medicare benefits. CITY will provide notice to the employee, to the last address known to the CITY, of the requirements of this section.

Section 12. The CITY shall also pay life insurance for a retiree in the amount of \$2,000 effective for all retirements after 7-1-96.

#### ARTICLE 16

##### LONGEVITY

Section 1. The CITY will pay longevity on the following basis:

| <u>On Payroll June 30, 1985<br/>Or Before</u> | <u>Hired On Or After<br/>July 1, 1985</u> |
|---|---|
| 2% after 5 years' service                     | 7 years: \$250                            |
| 3% after 8 years' service                     | 10 years: \$500                           |
| 4% after 10 years' service                    | 15 years: \$700                           |
| 5% after 12 years' service                    | 20 years: \$900                           |
| 6% after 15 years' service                    |   |
| 6.5% after 17 years' service                  |   |
| 7% after 20 years' service                    |   |
| 10% after 30 years' service                   |   |

Section 2. Longevity will be paid in the month of December of each year. Employees who are off the payroll of the CITY of Dearborn Heights for a period of two (2) months or more in a calendar year shall have their longevity payments reduced by 1/12 for that year for each full month they are off the payroll.

Section 3. Employees who are on paid leaves of absence or Workers' Compensation shall be considered as on the payroll.

Section 4. Employees returning from unpaid leaves of absence which are of a duration in excess of sixty (60) calendar days in one (1) year shall be required to work sixty (60) calendar days before receiving their longevity payment. Employees who are not on the payroll during the month of December shall receive their longevity pay within thirty (30) calendar days after returning to the job if the employee was off the payroll less than sixty (60) work days following the sixty (60) calendar days required on the payroll period.

## ARTICLE 17

### WAGES AND PENSION

#### Section 1. Wages.

|  | <u>Effective Date</u> |  |
|--|-----------------------|--|
|  | <u>Basic Increase</u> |  |

|              |   |    |
|--------------|---|----|
| July 1, 1996 | = | 3% |
| July 1, 1997 | = | 3% |
| July 1, 1998 | = | 3% |

#### Section 2. Pension

A. The following Section has been added as an amendment to the Code of the City of Dearborn Heights and acts as an amendment to the Employee Retirement Regulations, Article 5, (1996-1999)

Administration, Chapter 2, Retirement Plan. The parties hereto incorporate the following Section into the Collective Bargaining Agreement as it appears in Ordinance H-85-5:

With respect to benefits payable on or after August 1, 1985, two and one-half (2 1/2) percent of the employee's average monthly compensation (but not less than eight (\$8.00) multiplied by the number of that employee's years of credited service (not in excess of thirty (30) years) at retirement.

B. New Hire Persons. Persons hired by CITY on or after July 1, 1987, will use a factor of 2% in lieu of the 2 1/2% hereinbefore identified.

Section 3. Surviving Spouse's Benefit. Effective July 1, 1988 and thereafter, upon the death of a CITY employee who has completed at least five (5) years of credited service under the retirement plan for employees of the CITY and who is survived by the employee's legally legal wedded spouse to whom has been married continuously during the one (1) year period ending on the employee's date of death, the CITY retirement plan shall provide a monthly surviving spouse's benefit for the lifetime of the spouse with payment of the benefit commencing on the first day of the month following the month of the employee's death. The surviving spouse shall not receive retiree health insurance benefits, unless the deceased employee was eligible to retire under the Normal or Early retirement provisions of the retirement plan on the day before the day of the employee's death.



The amount of the monthly surviving spouse benefit shall be based on the employee's credited service on the employee's date of death and shall be determined in accordance with the surviving spouse benefit provisions of the retirement plan (i.e., benefit percentage, early retirement percentage, survivor percentage, etc.) as if the employee had retired on the day prior to the day of his death, provided that in the event that the employee dies prior to attaining age fifty-five (55), the benefit shall be determined as if the employee had attained age fifty-five (55) on the day prior to the day of the employee's death.

Section 4. The ASSOCIATION and the CITY have agreed that the CITY'S retirement ordinance (Article V, Section 2-182, Dearborn Heights Code of Ordinances), will prevail in this matter.

Section 5. Commencing July 1, 1996, DPW Supervisors will begin cost sharing of CITY health insurance premiums with the calculations outlined in the AFSCME contract of June 30, 1987:

A. All premium cost increases for active employees in excess of the CITY contribution existing after PPO rates established \*\* will be shared on a 50-50 basis at \$55 per cumulative maximum. The CITY contribution base over which cost sharing occurs is as follows:

|             |          |
|-------------|----------|
| (1) Single: | \$133.16 |
| 2 Person:   | \$306.51 |
| Family:     | \$331.93 |

B. All Premium cost increases for retirees retiring on or after July 1, 1987 which are in excess of the CITY contribution existing on June 30, 1987 will be shared on a 50-50 basis according to the following schedule after PPO rates are established:

- |                   |  |
|-------------------|--|
| (1) Non-Medicare: | \$45.00 per year cumulative maximum                          |
| (2) Medicare:     | \$25.00 per year cumulative maximum over the following base: |
| 1 Comp:           | \$ 61.47   |
| 2 Comp:           | \$122.94   |
| 1 Comp/1 Regular  | \$182.34*  |
| 1 Comp/2 Regulars | \$325.79*  |

\* Combination rate Formulas: Maximum divided by base rate equals percentage. Percentage times medicare rate that applies equals combination rate cost sharing.

Section 6. For persons hired on or before June 1, 1984, there shall be created a contractually recurring Monetary Fringe Benefit (MFB) payment of 1.75% lump sum payment to be paid annually and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1 annually calculated through June 30 for persons on the payroll as of June 1. The MFB will be pro-rated if person dies during, or retires from city service. The MFB will not be paid if a person quits or is discharged from City employment. The 1.75% lump sum benefit shall be calculated on the average annual straight-time salary of employees hired on or before July 1, 1984 as that salary existed on the June 30 immediately preceding the calculation date provided for in this subsection.

ARTICLE 18

PROMOTIONS AND TRANSFERS

Section 1. Promotions. Persons eligible for promotions for Superintendent shall:

A. Be either one or two in terms of having the most CITY-wide seniority; and

B. Spent five (5) years in supervision.

Promotional vacancies into the ASSOCIATION which the CITY intends to fill will be made in accordance with the rules and regulations of the City of Dearborn Heights Civil Service Commission.

Section 2. Transfers. Lateral transfers shall be mutually agreed upon by the CITY and the ASSOCIATION, and will be made for no less than eighteen (18) months. A person laterally transferred may be eligible for promotion. All other temporary assignments shall be for no longer than sixty (60) days and can be made only on a one time basis.

Section 3. New Promotions Into Bargaining Unit. All new promotions to supervisor will be for a probationary period of six (6) months.

ARTICLE 19

SAVINGS CLAUSE

If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the

remainder of this Agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 20

RETROACTIVITY

All benefits contained under this Agreement shall be retroactive to the beginning of the fiscal year unless otherwise specified.

ARTICLE 21

RESIDENCY

After seventeen (17) years of seniority an employee shall not be required to reside within the City of Dearborn Heights provided that employee lives within a twenty-five (25) mile radius of the intersection of Telegraph and Van Born Road.

ARTICLE 22

NO STRIKE-NO LOCKOUT

Section 1. The CITY will not lock out employees during the term of this Agreement.

Section 2. During the term of this Agreement, the ASSOCIATION will not cause or permit its members to cause nor will any member of the bargaining unit take part in a strike.

ARTICLE 23

DURATION

This Agreement shall become effective as of July 1, 1996, and shall continue in full force and effect until June 30, 1999. The ASSOCIATION will advise the CITY in writing at least ninety (90) days prior to the expiration of this Agreement of its desire to negotiate a new Agreement and negotiations shall begin not later than sixty (60) days prior to the expiration date. While negotiations are pending and until a new Agreement is reached, this Agreement and all the terms herein shall continue in full force and effect. In the event the ASSOCIATION fails to advise the CITY within ninety (90) days of the execution date of its intent to begin negotiations, then this Agreement will automatically renew from year to year. Upon ratification by the Dearborn Heights City Council and the Dearborn Heights Supervisors Association, each ASSOCIATION member on payroll will receive a one time only signing bonus of \$500.00 to be paid by December 1, 1996.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th day of December, 1996, by and through their respective duly authorized officers and agents.

DEARBORN HEIGHTS SUPERVISORS  
ASSOCIATION

CITY OF DEARBORN HEIGHTS, a  
Michigan Municipal Corporation

BY: *Kenneth Jackson*

BY: *Ruth A. Canfield*  
Ruth A. Canfield, Mayor

BY: *Helene S. Sheridan*  
Helene S. Sheridan, Clerk

"ATTACHMENT A"

(Tuition Reimbursement)

**SECTION 1** The City of Dearborn Heights will pay for tuition and textbooks for Supervisor Association members taking job related courses offered in local schools and colleges. The course or program must be related to the supervisors' job or a promotable position.

**SECTION 2** Reimbursement for books or tuition will be made to the supervisor by the CITY after completion of courses where a grade of "C" or better is attained. All courses must be pre-approved by the Comptroller. The supervisor must pass the courses with credit and receipts have to be furnished upon completion in order to be reimbursed. Copies of certificates or diplomas received shall become a part of the Supervisor's Civil Service personnel file. The supervisor shall have the right to keep all course material.

**SECTION 3** The CITY reserves the right to refuse any particular school or college.

**SECTION 4** Grants or scholarships, or GI benefits, by the federal or state government, an education institution or other non-family sources of whatever description, shall be deducted from the CITY reimbursement program.

**SECTION 5** Any supervisor leaving the employ of the CITY, except because of death or retirement, within one (1) year of the completion of a course or courses for the supervisor has received reimbursement for books and tuition under this Article, shall repay the CITY for the cost of said books and tuition. This section shall apply only to a course or courses the supervisor has voluntarily attended.

## ARTICLE V. RETIREMENT PLAN

### DIVISION 1. GENERALLY

#### Sec. 2-181. Name, purpose.

The retirement plan for employees of the city, hereinafter called the "plan," is hereby established for the purpose of providing retirement allowances and death benefits for employees of the city and/or their widows and children.  
(Code 1969, § 1.151)

#### Sec. 2-182. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Actuarial equivalent* shall mean with respect to any regular benefit payable under the plan or any other benefit substituted at the discretion of the committee, with the consent of the employee (or his beneficiary, if applicable) provided, however, that such substitute benefit shall have the same monetary value as the regular benefit on the date of determination, such values to be determined by the use of the actuarial tables last adopted by the committee with the advice of the actuary for such purposes.

*Average monthly compensation* shall mean one-sixtieth of the total earnings (excluding overtime and other fringes) of the employees during the sixty (60) calendar months immediately prior to his retirement date or benefit determination date, whichever first occurs, during which months he received pay from the city as an employee.

*Committee* shall mean the administrative committee.

*Credited service* shall mean the credited service of an employee as determined by the committee pursuant to sections 2-321 and 2-322.

*Deferred withdrawal benefit* shall mean any benefit payable hereunder after termination of employment of an employee for reasons other than normal retirement, early retirement, disability retirement or duty disability retirement after fulfillment of the service requirements specified in section 2-226.

*Designated beneficiary* shall mean the beneficiary determined by the employee, subject to change from time to time by such employee, on forms furnished by the committee for these purposes. If an employee fails to designate a beneficiary, or if the designated beneficiary of the employee fails to survive him, or if for any other reason there is no designated beneficiary at the time of his death, then the committee shall designate as beneficiary to receive any death benefit payable hereunder, the employee's legal spouse (or in the event such employee is unmarried or his legal spouse does not survive him, the executor or administrator of the employee's estate).

*Disability retirement* shall mean termination of employment for reasons other than duty disability retirement of an employee due to permanent and total disability as defined herein.

*Duty death* shall mean the death of an employee on duty disability retirement or of an employee from causes which would have entitled him, if still living and permanently and totally disabled, to duty disability retirement.

*Duty disability retirement* shall mean termination of employment of an employee due to an accident sustained in or illness contracted in or arising from the discharge of his duty as an employee of the city which renders him permanently and totally disabled.

*Early retirement* shall mean termination of employment of an employee for reasons other than disability retirement or duty disability retirement after fulfillment of the age and service requirements specified in section 2-223.

*Effective date* shall mean July 1, 1965.

*Employee* shall mean all classified and unclassified employees of the city and Twentieth District Court personnel who receive from the city compensation for personal services as an employee on a full time basis (regularly employed for twenty (20) or more hours per week and five (5) or more months per year), department heads, mayor, city clerk, city treasurer and city councilmember who became a member of and remains within a participating unit, which the city has brought under and continued within this plan. Twentieth District Court judges, policemen and firemen are spe-



cifically excluded. Absence from the city commencing after the effective date of the plan (July 1, 1965) pursuant to a written leave of absence granted by the city or on military service shall not disqualify a person who is otherwise eligible hereunder. Any employee on sick leave which commenced prior to the effective date of the plan (July 1, 1965) shall not be eligible for any benefits under the plan unless he returns to active work after the effective date and meets the other eligibility requirements for benefits.

*Normal retirement* shall mean termination of employment of an employee after fulfillment of the age and service requirements specified in section 2-222.

*Participating unit* shall mean a specific classification of employees, designated as participating in this plan, as certified from time to time by the council. The initial participating units effective July 1, 1965 shall consist of all employees who are employed by the city on such effective date or thereafter.

*Permanent and total disability* shall mean a physical or mental condition of an employee, which totally and permanently prevents such employee from engaging in any regular full time occupation or employment for remuneration or profit; provided, however, that no employee shall be deemed to be totally and permanently disabled for the purpose of the plan if his incapacity consists of chronic alcoholism or addiction to narcotics, or if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom, or resulted from an intentional self-inflicted injury, or from service in the armed forces of any country, provided, however, that any service-connected disability resulting from services in the armed forces of the United States shall not be excluded (except for other reasons as specifically provided above) if the employee is found to be ineligible for a government military disability benefit.

*Retirement date* shall mean the first day of the month after the month in which the employee becomes eligible for retirement benefits as provided under sections 2-222, 2-223, 2-224 and 2-225.

*Widow* shall mean the person to whom a deceased employee was married at the time when total disability was incurred or when his death occurred in the line of duty, and to whom he was still married at the time of his demise.  
(Code 1969, § 1.152)

CITY OF DEARBORN HEIGHTS  
ORDINANCE H-85-5

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DEARBORN HEIGHTS BY AMENDING SECTION 1.175, NORMAL RETIREMENT BENEFIT, BY THE ADDITION OF SUBSECTION (7), AMENDING THE EMPLOYEE RETIREMENT REGULATIONS, TITLE I, ADMINISTRATION, CHAPTER 4, EMPLOYEE RETIREMENT SYSTEM, ARTICLE 5, AMOUNT OF BENEFITS.

THE CITY OF DEARBORN HEIGHTS ORDAINS:

SECTION I

Employee Retirement Regulations Amended

That Title I, Administration, Chapter 4, Employee Retirement System, Article 5, Amount of Benefits, Section 1.175, Normal Retirement Benefits, be amended by adding subsection (7) as follows:

- (7) With respect to benefits payable on or after August 1, 1985, two and one-half (2½) percent of the employee's average monthly compensation, (but not less than eight dollars (\$8.00) multiplied by the number of his years of credited service (not in excess of thirty (30) years) at retirement. (Ord. No. H-74-2, § 1, 4-23-74; Ord. No. H-82-5, § 1, 3-9-82).

SECTION II

REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION III

SEVERABILITY

Should any section, clause or phrase of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION IV

EFFECTIVE DATE

This ordinance shall become effective upon publication as provided by law.

AUTHENTICATION

This is to certify that the undersigned do hereby authenticate the foregoing record of the ordinance herein set forth.

  
WESLEY TENNANT, Mayor

  
ROBERT G. MCLACHLAN, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this ordinance adopted by the Council of the City of Dearborn Heights at a regular meeting of the Council held on the 23rd day of July, 1985 and became effective by publication in the official newspaper of the City of Dearborn Heights on the 1st day of August, 1985.

  
ROBERT G. MCLACHLAN, Clerk



## MEMORANDUM

TO: RUTH A. CANFIELD, MAYOR  
FROM: HELENE S. SHERIDAN, CITY CLERK  
DATE: DECEMBER 11, 1996  
SUBJECT: SUPERVISORS ASSOCIATION AGREEMENT

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council held on December 10, 1996.

96-582 Motion by Councilwoman Horvath, seconded by Councilman Zulinski, that the City Council concurs with and approves the Dearborn Heights Supervisors Association Collective Bargaining Agreement, July 1, 1996 through June 30, 1999 per, Mayor Canfield, communication dated December 4, 1996. Further, that the Mayor and City Clerk be authorized to sign the agreement on behalf of the City.

AYES: Councilman Baron, Councilman Brown, Councilwoman Horvath, Council Chairman Kosinski, Councilman Paletko, Councilman Slomzenski, Councilman Zulinski.  
NAYS: None.  
ABSENT: None.

Motion unanimously adopted.

HSS:mel

cc: Dearborn Heights Supervisors Association  
Files