Wearborn Seighler aty of

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DEARBORN HEIGHTS SUPERVISORS ASSOCIATION

AND

THE CITY OF DEARBORN HEIGHTS

JULY 1, 1990 TO JUNE 30, 1993

TABLE OF CONTENTS

ARTICLE	TITLE	Œ
1	Purpose And Intent	
2	Percenition	
3	Dues Deduction	
4	Representation	
5	Grievance Procedure	
6	Discipline And Discharge	
7 .	Seniority	
8	Miscellaneous	
9	Working Hours And Overtime	
10	Management Responsibility	
11	Sick Leave	
12	Leaves Of Absence	
13	Holidays	
14	Vacations	
15	Insurance	
16	Longevity	
17	Wages And Pension	
18	Promotions And Transfers	
19	Savings Clause	10
20	Dotmon - Living	
21	Pagidoness	
22	No Strike - No Lockout	
23	No Strike - No Lockout	
	Duration	
	Attachment "A"	
	Accachment "B"	

			200	
		100		
				3 3 4 3
	5			
52				
-				
¥				

AGREEMENT

THIS AGREEMENT entered into this ____ day of September, 1992, 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 Water Department
Superintendent Highway Department
Superintendent of Transportation
Superintendent of Building and Maintenance
Highway Department Supervisors
Water Department Supervisors
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 the subsequent pay period.

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 or, if neither the CITY nor the ASSOCIATION had knowledge of said occurrence at the time of its happening or the degree of the occurrence, within five (5) days after the ASSOCIATION or the CITY becomes aware of the cause or extent of the complaint.

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 shall request from that 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 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 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 or Vice President, or their designees, a written answer within three (3) working days after the meeting.

Step 3. If the ASSOCIATION President or Vice President is dissatisfied with the Director of the Department's answer that person may appeal the grievance to the Mayor or 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 their 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 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 Vice President, or their designees.

Section 3. Should the discharged or disciplined employee 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) 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

11

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 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.

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

(Effective July 1, 1991)

The following is a no-fault attendance program which shall be concerned only with incidents of absence, not with the reason for the absence.

An incidence of absence shall be calculated as follows:

- 1.) 1 or more consecutive days = 1
- 2.) Any part of a single day = 1/2 (including tardies)

Discipline for accumulating incidents shall be imposed as follows:

8	incidents	 verbal warning
10	- 11	written warning
12	**	1 day suspension
15	'n	3 day suspension
17	11	DISCHARGE

All incidents shall be counted in any 20 consecutive month period.

All absences count in this program whether or not the day is paid; provided that previously scheduled vacation, bereavement leave, or personal days will not count; on the job injury absence will not be counted; written notice and proof of an incidence or hospitalization wherein the person is admitted because of an emergency will not be counted. An employee who is ordered to appear at a District, Circuit or Federal Court pursuant to a witness subpoena, or an Employee who is on jury duty or having outpatient surgery in a hospital or hospital administered free standing outpatient surgicenter shall not have an incident charged to them if they supply the EMPLOYER with documentation of the event at least ten (10) days in advance.

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 employee shall be regarded as probationary and shall not have seniority until after that employee's ninety (90) days of continuous employment in the CITY; if retained thereafter that employee shall have seniority as of that employee's original date of hire. The CITY may transfer any probationary employee at any time.

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.

<u>Section 4</u>. 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.

- 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, the employee will be retained on the callback list for one (1) year.
- If the employee fails to report for work within five (5) days after notice to report has been sent to the 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 person 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 15

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.

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 amounts constituting overpayments by the CITY.

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 that twenty-four (24) hour period, then the supervisor will be paid for the time the supervisor 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.

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, that employee 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.
 - 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). Employees may accumulate up to one hundred fifty (150) 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 at any time 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 in the bargaining unit 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. The supervisor shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights. All Workmen's Compensation benefits earned by employee while on Workmen'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 of 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) Persons entering the bargaining unit on or after July 1, 1990 may only accumulate a maximum of 110 sick days no other provision of this Agreement notwithstanding.
- (3) 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 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 the supervisor's 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 husband, wife, children, parents, parents-in-law, grandparents, brothers

and sisters, and brothers-in-law and sisters-in-law. The employee shall also be entitled to three (3) work days with pay for the funeral of grandparents-in-law or grandchildren 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

<u>Section 1</u>. Employees will have the following holidays off with pay:

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

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.

Length Of Service
As Of January 1

After one (1) year After five (5) years After ten (10) years After fourteen (14) years Vacation Allowances
Per Year

Ten (10) working days
Fifteen (15) working days
Twenty (20) working days
One (1) additional day for
each year of service after
fourteen (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:

LENGTH OF SERVICE AS OF JANUARY 1	HIRED ON OR AFTER JULY 1, 1985 VACATION ALLOWANCE PER YEAR		
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.

<u>Section 3</u>. 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 at any time 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.

- A. The CITY shall continue to pay the full cost of life insurance, in the amount of Fifteen Thousand (\$15,000.00) Dollars.
- B. The CITY will pay the cost of life insurance in the amount of Thirty Thousand (\$30,000.00) Dollars for supervisors who die while in the course of their employment as defined by the Michigan Workers' Compensation Laws.

- 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. All premium cost increases for active employees in excess of the CITY contribution existing on June 30, 1987 will be shared on a 50-50 basis at \$175 per year cumulative

maximum. The CITY contribution base over which cost sharing shall occur is as follows:

Single: \$133.16 2 Person: \$306.51 Family: \$331.93

Effective July 1, 1992 and thereafter:

Each year by equal monthly payroll deduction, every active bargaining unit member will contribute 1% of that employee's gross wages paid by the CITY as that amount appears on that employee's IRS form W-2 for the immediately preceding year.

EXAMPLE: July 1992 deduction will use the W-2 issued in January 1992 for tax year 1991.

NOTE: There will be no retroactive payback requirement of the suspended \$175 payment.

- G. 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:
 - (1) Non-Medicare: \$150 per year cumulative maximum.
 - (2) Medicare: \$130 per year cumulative maximum over following base:

1 Comp: \$61.47 2 Comp: \$122.94 1 Comp/1 Regular: \$182.34* 1 Comp/2 Regular: \$325.79* *Combination Rate Formula: Maximum divided by base rate equals percentage. Percentage times medicare rate that applies equals combination rate cost sharing.

Effective July 1, 1992 and thereafter each year, a retiree will contribute 1% of that retiree's CITY paid pension benefit. This contribution by the retiree is to defray part of the cost of the CITY's retiree health program.

- H. 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.
- I. Master Medical Option will be changed to \$150-\$300 (80%-20%).
- J. 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.
- K. CITY at its option may participate in the BC-BSM Alternate Prescription Drug Program a/k/a the Prescription Drug Blue Preferred Plan.
- L. CITY at its option may implement the BC-BSM Substance Abuse Case Management System (or equivalent).

- M. Prescription drug co-pay shall be as follows: \$5
- N. Excluded from reimbursement under the prescription drug program is the drug Rogaine when prescribed for baldness.
- O. Excluded from benefits coverage are maternity benefits for persons acting as "Surrogate Mothers".
- P. Delete the following Riders:

ML SD D45NM

- Q. Whenever more than one family member is employed by the CITY, there shall be no duplicate health benefits coverage.
- R. 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%
- S. 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. Aetna Dental Plan II, 75% to 25% on maximum of Seven Hundred Fifty (\$750.00) Dollars per person, per contract year.

In the event that death results to an employee in the course of the employee's employment or an employee who incapacitated for duty by reason of a becomes totally personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the employee's employment by the CITY and retired by the Board, the employee's surviving dependents shall have coverage as set forth in Sections 1, 2 and 3 above. Spouse ceases to be covered when spouse remarries. Each child ceases to be covered when they reach eighteen (18) years of Blue Cross and Dental Plan benefits to survivors upon death or to family on incapacitation. Delete Survivor Dental for retirements occurring August 2, 1988 or thereafter. Persons receiving benefits as of July 31, 1988 will continue to receive benefits in accordance with prior program.

Section 4. Subject to Section 3 above, if death results from any cause due to on or off job reasons or the supervisor becomes totally incapacitated to perform the supervisor's job due to disease or injury on or off the job, the CITY will continue to pay for full Blue Cross Insurance and Dental Plan for all surviving children of the employee supervisor until surviving child reaches the age of eighteen (18) years. This will relate only to blood issue or adopted children.

In addition, the widow or spouse of said supervisor would also be eligible for these benefits until such a time that person would expire or become remarried.

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: \$185

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 of their 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 by 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 governmentally 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.

ARTICLE 16

LONGEVITY

<u>Section 1</u>. The CITY will pay longevity on the following basis:

On Payroll June 30, 1985 Or Before	Hired On Or After July 1, 1985	
2% after 5 years' service	7 years:	\$250 \$500
3% after 8 years' service	10 years:	\$700
4% after 10 years' service	15 years:	17 St. 180
5% after 12 years' service	20 years:	\$900
6% after 15 years' service		
6.5% after 17 years' service		
7% after 20 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 Workmen's 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.

Effective Date Basic Increase

July 1, 1990 = 3% July 1, 1991 = 4% July 1, 1992 = 4%

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, 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 ten (10) years of credited service under the retirement plan for employees of the CITY and who is survived by the employee's legal wedded spouse to whom that employee 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 the employee's 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 CITY Council has established a one time early out program as explained in the CITY letter to the ASSOCIATION dated July 30, 1992 attached hereto as Attachment "B" which option must be exercised by a eligible employee in accordance with the letter and which program expires and becomes without force or effect in accordance with said letter.

ARTICLE 18

PROMOTIONS AND TRANSFERS

- <u>Section 1</u>. <u>Promotions</u>. 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.

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 foreman will be for a probationary period of ninety (90) days.

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 lockout 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, 1990, and shall continue in full force and effect until June 30, 1993. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of October 1992, by and through their respective duly authorized officers and agents.

DEARBORN HEIGHTS SUPERVISORS CITY OF DEARBORN HEIGHTS, ASSOCIATION

a Michigan Municipal corporation

ATTACHMENT "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT:			
Ву:			
I	ast Name	First Name	Middle Initial
TO: CITY of D	earborn Heights, Mic	higan	
other amount (DHSA) may cer and negotiatio agreements wit any wage over CITY providing CITY harmless or other form reason of, ac purpose of pr specifically a deducted under reason, that is this deduction amounts deduct the DHSA at th DHSA. This terminated by to DHSA and the	(Month, Day, Year from my earnings \$ as Dearborn Height tify as my share of ms of this and success the CITY. I also payment by the CITY. I this deduction ser against any and all s of liability that tion taken or not coviding this deduction the city of this Authorization further considerate service, to seek sed hereunder shall be address provided, Authorization shall me upon thirty (30) he CITY upon terminon of my employment.	per montes Supervisors A the cost of admiteding collective authorize the de In considerative, I agree to claims, demands, t may arise out taken by the CIT tion service. The content of the CITY out that a refunction of the CITY such refund from I be paid to the Trand to be provided and to be provided agys prior writed and to be content to the content of the content that a refunction of the CITY and to be provided and to be provided and to be provided and to be provided and to be content to the con	ssociation istration bargaining duction of the lawsuits of, or by for the lawsuits of summer of the lawsuits o
		Employee's Signat	ure
21		Street Address	
	-	City	

ATTACHMENT "B"

(Letter Dated July 30, 1992)





Mayor's Office

Lyle C. Van Houten Mayor

July 30, 1992

1° c/o City of Dearborn Heights

Re: Early Retirement Incentive Program

Dear 2":

In order to reduce overall expenses, administrative officials and City Council members have authorized the City to offer a voluntary Early Retirement Incentive Program to eligible participants in the General Government Employees' Pension Plan. According to our records, you may be eligible for this special Early Retirement Incentive Program.

Voluntary Early Retirement Incentive Program

Under this special Program, if you elect to retire between August 1, 1992 and December 31, 1992, you will be credited with an additional 3 years of credited service (but not beyond the maximum credited service of 30 years) and an additional 7 years of age for purposes of calculating your pension. The addition of 7 years to your age means that if you are 55 or older you will be entitled to an unreduced immediate pension. In addition, if the sum of your age and your credited service at retirement (before the additional years credited by the Program) total 80 or more "points", you will automatically be entitled to an unreduced immediate pension regardless of your age.

An immediate pension is ordinarily available only to employees who qualify for Normal or Early Retirement; however, any eligible employee who retires under this Program will receive an immediate pension even if the employee would not normally be entitled to an immediate pension. Similarly, a free 60% surviving spouse benefit ordinarily applies only to employees who qualify for Normal or Early Retirement; however, any eligible employee who retires under this Program will also qualify for the free 60% surviving spouse benefit, if applicable.

A comparison of the regular benefits available and the increased benefit under the special Early Retirement Incentive Program is included in the attached estimate.

3~ July 30, 1992 Page Two

This Program is a one-time only, non-precedent setting offer and is available for a limited time only in the hope that the possibility of layoffs or involuntary terminations may be averted. This Early Retirement Incentive Program is being offered to eligible general government employees through a temporary change in the Pension Ordinance.

Eligibility

To be eligible for this Program, you must retire during the period between August 1, 1992 and December 31, 1992 with 70 or more points. Anyone who retired or terminated employment before July 30, 1992 is not eligible for this Program. Although you may retire as late as December 31, 1992, the option to retire under the Program will be available between August 1, 1992 and October 2, 1992 only. These dates will not be extended or altered to redefine eligibility. In computing "points" for eligibility or any other purpose under the Program, both age and service are the unadjusted age and credited service before the additional years credited by this Program. Age is calculated to the nearest 1/100th of a year and credited service is calculated to the nearest 1/12th of a year.

Procedures

Any eligible employee electing to retire under the voluntary Early Retirement Incentive Program must complete an election form, a copy of which will be furnished to you. If you wish to volunteer for this Program, you must complete the form and return it to the City Treasurer's office, attention Mary Jurkiewicz no later than 5:00 p.m., Friday, October 2, 1992. No late elections will be recognized.

If you change your mind after filing an election form, you will generally have until October 9, 1992 to rescind your election. However, once pension benefits have begun to be paid you cannot thereafter rescind or revoke your election.

Retirement Date

You may choose to retire on any retirement date between August 1, 1992 and December 31, 1992; however, specific work requirements may necessitate an adjusted date in individual cases. In such instances, your department director will work with you to try to determine a mutually agreeable retirement date.

4~ July 30, 1992 Page Three

Pension Payments

Your pension is payable beginning the first day of the month following your retirement. A certain amount of lead time is necessary to process the required paperwork and make arrangements for the bank to begin pension payments. If there is insufficient advance notice, pension payments may not begin on time but will be made retroactively to the proper commencement date once they do begin. Filing early will facilitate the arrival of your first pension check.

Health Insurance Coverage

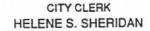
If you elect to retire under the Program, your Health Insurance benefits will continue as if you had retired normally.

Please return the enclosed election form indicating your decision by October 2, 1992. Remember, you must respond no later than 5:00 p.m., Friday, October 2, 1992 to accept the offer. No exceptions will be made to this rule. The special voluntary Early Retirement Incentive Program is a limited one in terms of time and eligibility. The decision to accept this offer is entirely yours. You are encouraged to consider it carefully, but you are not obligated to accept this special offer.

Lyle C. Van Houten Mayor Daniel S. Paletko Council Chairman

LCV/DSP/sac

Enclosure





City of Dearborn Heights

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127 TELEPHONE: (313) 277-7225

October 14, 1992

Lyle C. Van Houten, Mayor City of Dearborn Heights

Dear Mayor Van Houten:

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council.

92-519 Motion by Councilman Joseph V. Kosinski, supported by Councilwoman Ruth A. Canfield, that the City Council concurs with and approves Mayor Van Houten and City Clerk Sheridan signing the Dearborn Heights Supervisors Association Union Contract for July 1, 1990 through June 30, 1993 on behalf of the City, per Mayor Van Houten, communication dated October 7, 1992.

AYES: Councilman Gary P. Blackburn, Councilman David C.

Brunell, Councilwoman Ruth A. Canfield, Councilman

Joseph V. Kosinski, Council Chairman Daniel S.

Paletko.

NAYS:

None.

ABSENT: Co

Councilman Robert L. Brown.

Motion adopted.

I hereby certify that the above is a true and correct copy of a motion adopted at the October 13, 1992 meeting of the Dearborn Heights City Council.

Very truly yours,

HELENE S. SHERIDAN

Dearborn Heights City Clerk

HSS/cm

cc: Comptroller, Personnel, J. Sabin