

6/30/97

AGREEMENT BETWEEN
CITY OF DEARBORN
AND
CLERICAL EMPLOYEES REPRESENTED BY THE
MUNICIPAL WORKERS OF DEARBORN

Effective July 1, 1994
through June 30, 1997

Dearborn City of

Amended by:
Civil Service Res. No. 4713-95 and
Council Res. No. 6-530-95



CLERICAL UNIT

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
I	Purpose of Agreement	1
II	Recognition	1
III	Union Security	1
IV	Dues Deduction	1
V	Union Representation	3
	Representation Units	3
	Unit Stewards	3
	Notice of Union & City Representatives	3
	Union Bargaining Committee	4
	Civil Service Commission Meetings	4
	Annual Pension Board Meeting	4
VI	Management Rights	4
VII	No Strikes or Lockouts	5
VIII	Grievance Procedure	5
	Definition of a Grievance	5
	Processing a Grievance	6
IX	Special Conferences	7
X	Suspensions, Demotions and Dismissals	8
XI	Union Bulletin Boards	8
XII	Information to the Union	9
	Employee Transactions	9
	Seniority List	9
	Civil Service Rules and Regulations	9
XIII	Residence	9
XIV	Waiver Clause	9
XV	Severability Clause	10
XVI	Seniority	10
	Seniority Defined	10
	Provisions Affecting Seniority	10
	Work Assignments and Shifts	11
XVII	Probation	11
XVIII	Transfers	12

CLERICAL UNIT

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
XIX	Promotions	12
	Civil Service to Rule on Examinations	12
	Promotional Policies and Examinations	12
	Inspection of Examination Papers	14
	Provisional Appointments	14
XX	Lay Off	14
	Lay Off Defined	14
	Notice of Lay Off	14
	Order of Lay Off	14
	Establishment of Lay Off Reemployment. Lists	14
	Notice to Investigate Lay Off	15
	Union Officers	15
XXI	Classifications and Rates of Compensation	16
	Effective 7-1-94	16
	Effective 7-1-95	19
	Effective 7-1-96	22
	Steps in Salary Range	25
	Service Increments	25
	Overtime & Vacation Pay on Separation	25
	New Employees	25
	Additional Service Increment	25
	Rate on Promotion	25
	Merit Increase	25
XXII	Hours of Work	25
	Libraries	25
	Relief Periods	25
XXIII	Shift Premium Pay	26
	Amounts of Premium	26
	Identification of Shifts	26
	List of Designated Classifications	26
XXIV	Minimum Reporting Time	26
XXV	Compensation for Overtime	27
XXVI	Holiday Provisions	28
	Vacation in lieu of Holiday	28
	Absence before and after Holiday	28
XXVII	Longevity Pay	28
	Schedule effective July 1, 1991	28
	Schedule effective July 1, 1995	28
	Schedule effective July 1, 1996	29
	Administrative Regulations	29
	Time of Payment	29
	Proration upon retirement or death	29
XVIII	Mileage Allowance	29

CLERICAL UNIT

TABLE OF CONTENTS

<u>Title</u>	<u>Page No.</u>
Clothing and Maintenance Allowance	30
Work Clothes	30
Blazers	31
Education Tuition Reimbursement	31
Health Care Benefits	32
Non-participation in health coverage	33
Retiree Health Care Benefits	34
Non-participation in health coverage	35
Dental Plan	36
Life Insurance	36
Schedule of Benefits	36
Accidental Death & Dismemberment	37
Conditions and Exclusions	37
Payment of Benefits	37
Termination of Benefits	38
Service Connected Accidents	38
Beneficiary	38
Payment to Beneficiary	38
Extended Insurance for Retirees	38
Vacation	39
Rate of accumulation	39
Regulations	39
Retiree Accumulation	40
Sick Leave	40
Rate of Accumulation	40
Regulations	40
Sick Leave Separation Pay	42
Supplemental Benefits to Workers' Compensation	42
Leaves with Pay	42
Funeral Leave	42
Personal Business Days	43
Jury Duty Pay	43
Conferences	43
Armed Forces Reserves	43
Civil Service Examinations	44
Leaves without Pay	44
For less than 30 days	44
In excess of 30 days	44
Maternity Leaves	44
Regulations	44
Absence without Leave	45
Family Medical Leave Act	45

CLERICAL UNIT

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
XL	Miscellaneous	45
	Loss or damage to equipment	45
	Camp Dearborn Passes	45
	Swimming Pool Passes	45
	Omnibus Transportation Employee Testing Act	45
	Study Committee	46
XLI	Retirement Benefits	46
XLII	Adoption by Reference	46
XLIII	Duration of Agreement	47
	Reallocation from Beginning Classes	48
	Civil Service Resolution No. 1483-76	48
	Civil Service Resolution No. 2169-78	48
	Memorandums of Understanding	
	Employee Personnel File	
	Lateral Transfers	
	Utilization of Sick Leave	
	Holiday Exchange -- 1995	
	Early Withdrawal of Pension Contributions	

NOTES OF AGREEMENT

CLERICAL UNIT

ARTICLE I PURPOSE OF AGREEMENT

- 1.1: This Agreement is made and entered into by and between the City of Dearborn, Michigan, hereinafter called the "City" and the Municipal Workers of Dearborn, hereinafter called the "Union."

The purpose of this Agreement between the City and Union is to promote and ensure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work and to provide a method for the redress of any grievance.

If any part of this Agreement is inconsistent with any City ordinance, Civil Service Resolution or Rule, the parties shall meet to attempt to resolve the matter at the earliest possible date.

ARTICLE II RECOGNITION

- 2.1: The City hereby recognizes the Municipal Workers of Dearborn as the exclusive bargaining representative in respect to pay, wages, hours of employment, working conditions, and other conditions of employment for all office, clerical, and municipal employees as certified by the Michigan Employment Relations Commission in case No. R82 C-126, excluding confidential employees, professional employees, executive supervisors and all other employees.

ARTICLE III UNION SECURITY

- 3.1: All employees who are members of the Union shall maintain their membership in the Union as a condition of employment.

Any employee who was not a member of the Union as of July 1, 1970 shall not be required to join.

All employees hired after July 1, 1970 shall, as a condition of continued employment, apply for membership in the Union or pay a Union service fee equivalent to Union dues or assessments within sixty (60) days of employment or transferring into the Unit.

Employees who fail to comply with this requirement shall be discharged by the City within thirty (30) days after receipt of written notice from the Union.

The parties agree to comply with the law as it applies to this article.

Notwithstanding any other provision of this Agreement, should an employee object, as provided by law, regarding the representation fee or dues deduction, the City shall discontinue any withholdings until the employee and Union have fully and finally resolved the matter.

ARTICLE IV DUES DEDUCTION

- 4.1: Checkoff Authorization

The City hereby agrees to deduct dues, assessments and/or initiation fees of the individual employees for the Union as authorized by such employees upon the following terms and conditions:

CLERICAL UNIT

(continued)

- A. The City shall continue to deduct such dues, assessments and/or initiation fees from the pay of employees in the bargaining unit who have signed an authorization for payroll deduction prior to July 1, 1984. Effective July 1, 1984, all new employees or those employees transferring into the unit shall be required to sign the "Authorization for Payroll Deduction" set forth in this Article within sixty (60) days of employment or transfer.
- B. The City shall place such deduction or deductions in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization.
- C. The City shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so before the first of the following month after the deductions have been made.

Form for Deductions - Union Members

Effective July 1, 1985 the following form shall be utilized as Authorization for such deductions from Union employees:

AUTHORIZATION FOR PAYROLL DEDUCTION - UNION
SOCIAL SECURITY # _____

 Last Name _____ First Name _____ Middle Name _____
 Division or Department _____
 Location _____
 Address: _____

City of Dearborn:

I hereby request and authorize you to deduct from my earnings, the monthly dues as established and provided by said Union.
(Dues - \$5.00)

I authorize you to pay the amount deducted to the Treasurer of said Union.

Employee's Signature

Form for Payroll Deduction - Non-Union Employees

Effective July 1, 1985 the following form shall be utilized as Authorization for payroll deduction of service fees by non-Union employees:

AUTHORIZATION FOR PAYROLL DEDUCTION - NON UNION
SOCIAL SECURITY # _____

 Last Name _____ First Name _____ Middle Name _____
 Division or Department _____
 Location _____
 Address: _____

City of Dearborn:

I hereby request and authorize you to deduct from my earnings a monthly service charge as a contribution towards the support and administration of the Agreement between the City of Dearborn and the Municipal Workers of Dearborn, in an amount equal to its regular membership dues. (Dues - \$5.00)
I further authorize you to pay the amounts so deducted to the Treasurer of the Union.

Employee's Signature

CLERICAL UNIT

Employees laid off shall have their dues or service fees automatically deducted upon return to their employment with the City. Employees who are enrolled between the first and fifteenth shall pay the current month. Employees enrolled between the sixteenth and the end of the month shall pay the following month.

ARTICLE V UNION REPRESENTATION

Representation Units
For the purpose of Union representation, the number of representative units shall not exceed six.

Current representation shall be as follows:

- Unit #1 Town Hall - East and West Wing
- Unit #2 Department of Libraries and the Health Department
- Unit #3 Departments of Public Services and Public Works (including Central Garage) and the Animal Shelter.
- Unit #4 Departments of Fire and Police, Civic Center, Ice Arena, Museum, Recreation, and all others not previously specifically listed.

By mutual agreement, the parties may from time to time change or alter representation units as may be necessitated by changes and location of City personnel.

Unit Stewards

A. In each Unit, employees shall be represented by One (1) Steward who shall be a regular employee having seniority and working in that Unit. In the absence of the Unit Steward, an Alternate Steward may be designated by the Union to represent the employees during such absence.

B. The employees on the second shift may choose a Steward who will represent all of the employees on that shift. The employees on the third shift may choose a Steward who will represent all of the employees on that shift. The parties may provide for additional Stewards on the second or third shifts because of increased employment on these shifts or where the employees are in widely separated areas.

C. Stewards, Chairperson of the Grievance Committee, and/or their alternates may, during working hours without loss of time or pay, present grievances to the City's representatives and investigate grievances after obtaining permission from their immediate supervisor to do so. Permission shall not be unreasonably delayed.

It is understood that Stewards' time away from the job will be devoted to the prompt handling of grievances and will not be abused.

Notice of Union and City Representatives

The Union agrees to provide the City with a current list of designated Union Stewards and Alternates, Bargaining Committee Members and Union Officers.

CLERICAL UNIT

5.4: Union Bargaining Committee

The Union shall have a Bargaining Committee of not more than five (5) employees, one of whom will be the President, as Chairperson ex-officio. The four (4) remaining committee persons shall be appointed by the President, with the approval of the Union's Executive Committee. The four (4) appointed committee persons shall consist of the Vice President, a representative of the Department of Libraries and two (2) representatives from other areas of the City. If these Departments are being represented by the President or Vice-President, representatives from other areas of the City will be appointed to the Bargaining Committee.

Members of the Committee shall be allowed time off the job without loss of time or pay to participate in bargaining procedures; provided that, such time off shall be limited to the employee's regular working hours. Committee members shall give advance notice to their respective supervisors before leaving their work to attend meetings with City Representatives.

5.5: Civil Service Commission Meetings

A representative of the Union shall be allowed time off to attend meetings of the Civil Service Commission when there are items on the agenda pertaining to the employees of the bargaining unit, and which require the attention of the Union. The agenda shall be available upon request the day before the Civil Service Commission meeting.

5.6: Annual Pension Board Meeting

A representative of the Union shall be allowed time off on a "no-loss no-gain" basis to attend the meeting of the Board of Trustees Chapter 22 General Employees Retirement System when the actuary presents and reviews the Annual Actuarial Valuation.

ARTICLE VI MANAGEMENT RIGHTS

1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the conditions set forth in this Agreement.

2: Except for those rights that have been granted to the bargaining unit all other rights which ordinarily vest in and are exercised by employers, except as provided herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the rights:

- A. To discipline or discharge for cause, and the employee may exercise his/her rights under the terms of this Agreement, and any applicable State laws applying to Veterans.
- B. To lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City.
- C. To establish reasonable work rules, and determine reasonable schedules of work which shall include the starting time and the quitting time. Library hours shall not be extended without meeting and consulting with the Union's designated representatives in accordance with the provisions of Article IX Special Conferences.
- D. To manage the City Departments efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.

CLERICAL UNIT

d) to classify positions based upon assigned duties and responsibilities, and to reclassify positions as a result of changes in assigned duties and responsibilities. Such actions to be submitted to the Union before being formalized. It is understood by the Union and the City that every incidental duty under the classification title, as enumerated in the job description, is not always specifically described within the classification. It is intended, however, that all incidental duties implied in the job description shall be performed by the employee, and when the statement "Performs related work as required." is used it shall be broadly construed. The term "broadly construed" should not be relied upon to the extent that it would change the original concept of the job description.

To establish wage rates for any new or changed classification.

To determine when overtime work is required, and schedule such overtime consistent with the terms of this Agreement.

The right of contracting or sub-contracting is vested in the City.

To take whatever actions are necessary in situations of emergency to perform the functions of the departments. Emergency shall be interpreted as being those assignments and duties which have come about due to extraordinary circumstances beyond the control or anticipation of the City.

The City shall have the responsibility to administer pay and fringe benefit plans, and shall include the right to establish the interval of the pay period.

To direct the work force, assign work and determine the number of employees assigned to operations.

The City shall have the responsibility for administering the provisions relating to an applicable Retirement Plan.

ARTICLE VII NO STRIKES AND LOCKOUTS

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City. Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment.

The City agrees that it shall not lock out its employees.

ARTICLE VIII GRIEVANCE PROCEDURE

Definition of a Grievance

A "grievance" shall mean a complaint by an employee in the Bargaining Unit which is believed to be a violation of the application, meaning or interpretation of any of the provisions of this Agreement.

The term "employee" shall also mean a group of employees having the same grievance.

CLERICAL UNIT

8.2: Processing a Grievance

Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily through discussions on an informal basis, involving the employee, a management representative, and at the option of the employee, the designated steward, before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure provided that the grievance is filed within ten (10) work days from the date the grievance occurred, or ten (10) work days from a pay day if it is a compensation matter. Discharges may be appealed directly to Step 3 of the grievance procedure.

Step 1.

In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the employee shall submit the grievance in writing, on forms provided by the City, to the highest level of supervision in his/her division below that of the department head. The employee and the representative shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within four (4) working days after receipt of the written grievance.

Step 2.

If the grievance is not settled in the first step, and is appealed to the second step, the employee's Steward shall present the grievance to the Department Head within five (5) work days after receipt of the first step answer. Within five (5) work days, the Department Head will meet with the employee's Steward and a member of the Union Grievance Committee for the purpose of attempting to resolve the grievance. The Department Head will give his written answer to the grievance within five (5) work days from the date of such meeting.

Step 3.

If the grievance has not been settled in the second step, the Union may appeal the grievance to the City's Personnel Director within five (5) work days. The Personnel Director will arrange a meeting with the Union Grievance Committee within fifteen (15) work days from the date of receipt of the appeal. Each party shall be represented at such meeting by not less than two (2) nor more than three (3) representatives. The City's representatives shall render their written decision within fifteen (15) work days of the date of the meeting with the Union.

Step 4.

If the grievance remains unadjusted, the Union may, within fifteen (15) work days after the written reply of the Personnel Director or his designated representative, request arbitration by written notice to the City. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) work days after notice has been given. If the parties fail to agree to an arbitrator, the parties will request a list of five (5) names of arbitrators to be selected by the American Arbitration Association.

The procedure for selection of an Arbitrator will be as follows:

- 1) Each party will strike one name from the list, alternating each strike. The name not stricken shall be the Arbitrator.

CLERICAL UNIT

2) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

Failure by the Union to act on a grievance within the time limits as specified in this Article, shall constitute a bar to further action on that grievance. Failure of the City to answer a grievance within the specified time limits shall allow the grievance to proceed to Step 3 of the grievance procedure. All time limits in the grievance procedure may be shortened or extended by mutual agreement.

4) Grievances or disputes affecting the entire bargaining unit, an entire classification, or a group of employees may be entered by the Union as a policy grievance at Step 3 of the procedure. Grievances or disputes affecting an entire department may be entered by the Union as a policy grievance at Step 2 of the procedure.

5) When the Union or the City determines it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties, upon reasonable notice to their department or division head, and they shall be compensated their regular rate of pay for all time consumed during their regular working day.

ARTICLE IX SPECIAL CONFERENCES

Conferences or meetings on various matters (not grievances) will be arranged between the Union representatives and the City representatives upon request of either party.

If a matter is considered to be of such importance, then a Special Conference may be arranged and if a conference there shall be not more than five (5) and no less than three (3) representatives from each party. An attorney or consultant may attend the special conference as one of the Union's representatives.

Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in Special Conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The Union shall submit their request for a conference to the Personnel Director and the City shall submit their request to the President of the Union. A written agenda shall be attached to such request.

Special conferences shall be held at a mutually agreed time. The members of the Union shall not lose any pay for time spent in such conferences. Permission for Union representatives to attend such conferences and/or conferences shall not be unreasonably denied.

CLERICAL UNIT

**ARTICLE X
SUSPENSIONS, DEMOTIONS AND DISMISSALS**

10.1: Whenever an employee is suspended, demoted or dismissed from the City service for cause, he/she may appeal such disciplinary action after the employee has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or discharge. Notice of such action shall be served upon the employee, with a copy to the Union, within one working day when reasonably possible.

The employee may exercise his/her right to appeal under one of the following remedies:

- A. Beginning with Step 3 of the Grievance Procedure as set forth in this Agreement.
 - B. A direct appeal for a hearing to the Civil Service Commission within ten (10) calendar days.
 - C. Under any applicable State Law applying to Veterans.
- 10.2: No employee will be disciplined for refusing to follow an order which he/she deems to be illegal, immoral or unsafe.
- 10.3: If an employee is entitled to back pay for time lost from City employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost and any increments or raises otherwise due him/her or other compensation otherwise due him/her less any compensation received by the employee for work performed for any other employers during the period in which the time was lost.

**ARTICLE XI
UNION BULLETIN BOARDS**

11.1: The City will furnish in appropriate locations a bulletin board for Union notices and information. These bulletin boards or anything posted thereon, will not be disturbed by any official of the City, provided that the conditions set forth herein are complied with.

The bulletin boards shall be used by the Union for posting notices bearing the written approval of the President of the Union, but only for the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections and results of elections.
- D. Union appointments.
- E. Bona-fide Union activities such as: cooperatives, credit union, and unemployment compensation information.

CLERICAL UNIT

ARTICLE XII INFORMATION TO THE UNION

- 12.1: The City shall transmit to the Union each month a list of employees involved in the following transactions:
- A. Employees hired or rehired or temporary employees as they become regular employees.
 - B. Employees going to or returning from military service, etc.
 - C. Employees transferred out of the bargaining unit.
 - D. Employees who for any reason separate from the City.
 - E. Employees going or returning from leaves of absence.
 - F. Civil Service Commission agenda and minutes may be reviewed by an officer of the Union. Copies of Civil Service Resolutions applicable to the unit will be provided upon request.
- 12.2: A seniority list which shall include the names, classifications, and seniority dates of all employees under this Agreement shall be submitted by the City to the Union during the month of January of each year.
- 12.3: The Union shall receive a copy of the Civil Service Rules and Regulations. Those rules applicable to this bargaining unit shall not be changed, except by mutual agreement of the Union and the Civil Service Commission.

ARTICLE XIII RESIDENCE

- 13.1: Effective July 1, 1988 employees covered by this agreement shall be required to maintain residence within a twenty-five (25) mile radius of the Dearborn City Hall.

Employees who do not currently reside within the twenty-five mile radius of the Dearborn City Hall shall not be required to move, however, in the future should such employees change their residence then they shall be required to establish residence within the twenty-five (25) mile radius of the Dearborn City Hall.

(adopted by Civil Service Resolution 2734-88 on 9/27/88)

ARTICLE XIV WAIVER CLAUSE

- 14.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

CLERICAL UNIT

ARTICLE XV SEVERABILITY CLAUSE

15.1: The parties agree that after execution of this contract, it shall be a valid contract and shall bind the parties hereto.

Should any court, board or agency rule that any part or parts of this contract are void or of no effect, the remaining parts of the contract will continue to be binding on the parties and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVI SENIORITY

16.1: Seniority Defined

- A. "Seniority" is established primarily to serve as a basis for determining City Service Credits in examination procedure and for the lay-off and reemployment of Civil Service employees, and is hereby defined as the length of continuous service after date of regular appointment to a position in the classified service, which shall include continuous service rendered to the City prior to the adoption of Civil Service provisions.
- B. "Continuous Service" shall mean employment by the City of Dearborn or its predecessors in a classified Civil Service position or a regular position before the adoption of Civil Service without interruption or break except such interruptions or breaks as the Civil Service Commission shall consider as not affecting Seniority.
- C. "Seniority Date" shall mean the beginning date of continuous service as defined in this rule or as adjusted or modified by subsequent provisions of this rule.

16.2: Provisions Affecting Seniority

- A. Where two or more persons are appointed on the same date relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of identical seniority dates, persons entitled to preference under the Veterans' Preference Act shall be considered as having greater seniority than those without such preference. Any ties occurring beyond the above provisions shall be decided by lot.
- B. Seniority of employees off duty on leave of absence for personal reasons, or employees suspended for cause, shall have such periods deducted from seniority credits.
- C. Employees who are off duty because of illness or injuries not in line of duty shall have such periods over and beyond accumulated sick leave deducted from seniority.
- D. Time elapsed between periods of lay-off and reemployment shall be deducted from seniority credit.
- E. Any employee who is appointed to a position in the unclassified service shall have all the rights in the classified service suspended during the period he/she served in the unclassified service. However, any such employee who returns to his/her former position in the classified service would have all the rights restored which he/she had at the time of his/her appointment to the unclassified service.

CLERICAL UNIT

(continued)

- F. The following shall not be considered as breaks in service:
- 1) Military Leave during time of war as defined in the Veterans' Preference Act.
 - 2) Absence from work due to injuries compensated for under the Workers' Compensation Act.
 - 3) All military leaves granted under the provisions of Civil Service Rule XVI Section 6 (e). (Military Reserve Training Program).
- G. Any employee who was separated from the City Service on or after January 2, 1936, and before July 1, 1948, and who was subsequently reemployed within a three-year period from the date of such separation may have such prior service added to his/her total seniority if the Personnel Director can establish that such separation was the result of a Lay Off or leave because of poor health.
- H. Whenever a former employee returns to the service within five years from his/her last employment, then he/she shall be given seniority for the last employment in accordance with the following conditions:
- 1) The previous seniority will not accrue until he/she has worked a minimum period of two years, or the length of time between the separation and re-hire, if this was a greater period than two years.
 - 2) An employee shall be given seniority credit for only the last period of continuous employment providing the probationary period has been completed.
 - 3) If the employee qualified for longevity pay on December 1, 1964, under the terms of the seniority rule in effect immediately prior to this rule, then he/she shall continue to qualify for subsequent longevity pay.

Work Assignments and Shifts

Seniority shall be considered in work assignments and in the selection of shifts.

ARTICLE XVII PROBATION

Whereas that the appointing authority may effectively participate in the selective process, a probationary or working test period is hereby established in accordance with the following conditions:

A twelve-month probationary or working test period shall apply to all employees appointed from an original entrance list or reemployment list. The immediate supervisor shall give the employee an evaluation after six (6) months of employment.

The appointing authority may at any time after the first six (6) months of the probationary period request the Civil Service Commission to terminate the probationary period and give permanent status to the employee.

The probationary or working test period is considered as part of the examination process prior to an employee gaining permanent status. Therefore, an employee who has been appointed from an original entrance or reemployment list may have his/her services terminated at any time during such probationary period without the right of appeal.

CLERICAL UNIT

- 17.4: An employee promoted to a higher classification shall serve a six-month probationary period within the higher classification. If the employee's services are found to be unsatisfactory at any time during this probationary period, he/she shall be returned to the classification from which promoted.
- 17.5: An employee who is serving a probationary period as a result of a promotion to a higher classification may request to be returned to his/her former position within thirty (30) calendar days if it is an intra-divisional promotion; and within sixty (60) calendar days if it is an inter-divisional or inter-departmental promotion.

ARTICLE XVIII TRANSFERS

- 18.1: Any employee may be transferred or request a transfer from one department to another department with the approval of the Civil Service Commission, the appointing authorities, and the employee to a position of the same class or a similar class having like compensation.

If in the opinion of the Commission the good of the service may be served by transferring an employee from one department to another, this may be done upon prior approval of the appointing authority of the department to which the transfer is contemplated, and upon due consideration to the employee's preference for a new location.

- 18.2: An employee transferring to a position, not included in this unit and thereafter transferring again to a position within the unit, shall retain all seniority accrued in the other unit for the purpose of any benefits provided for in this Agreement.

ARTICLE XIX PROMOTIONS

- 19.1: Civil Service Commission to Rule on Promotional Examinations

Vacancies in higher positions in the bargaining unit shall be filled insofar as practicable by the promotion of employees in the unit. Promotions shall in every case involve a definite change in duties and an increase in responsibilities, and shall not be made merely for the purpose of effecting an increase in compensation.

The Civil Service Commission shall determine the number of eligibles the appointing authority may consider for any given promotion, and shall consider the following order of priority whenever possible: (1) employees within a department or division and (2) personnel city-wide if employees meet the qualifications for the position.

- 19.2: Promotional Policies and Examinations

A. Whenever there are vacancies in any classifications in which it would be desirable that promotions be made from among employees in a lower class, then the Personnel Director shall confer with the appointing authority of the department, or with an authorized representative, and formulate a recommendation to be submitted to the Civil Service Commission for their approval regarding such promotional examination. Such recommendation, insofar as possible, should be submitted along with an organizational chart of the department or the division of the department affected, and such recommendation shall take into consideration the following factors:

- 1) The abilities, knowledge and skills of the employees in their present class.
- 2) The length of service in classification below the one to which promotion is sought.

CLERICAL UNIT

The desirability of restricting the examination to employees in a division of the department.

The desirability of establishing certain physical requirements.

Any other factors that may be pertinent to the position to which promotion is sought.

The Civil Service Commission shall consider such recommendations and approve the rights of one or more of the following parts of the promotional examination:

1) Promotional Potential Rating:

This part when approved shall be a rating made at the time the promotional examination is announced, and on forms approved by the Personnel Director which should be designed for the purpose of appraising the applicant's potential in performing the duties of the position to which the employee is seeking promotion.

The Personnel Director, or his designee, shall act as Chairman of the rating committee, and other members will be appointed by the appointing authority. Such committee shall consist of not more than five (5) members, including the Personnel Director, or his designee. The final rating shall be the average of the rating committee expressed as a percentile grade.

2) City Service Credit:

This part shall consist of a credit awarded to each competitor who attains a passing score and shall be done on the basis as specified under Rule V Section 4 on City Service Credits.

3) Written Test:

This part when approved shall include a written demonstration designed to show the familiarity of competitors with the knowledge required in the class of positions to which they seek appointment.

4) Practical Performance Test:

This part when approved shall include such tests of performance or trade as will determine the ability and manual skill of competitors to perform the work involved.

5) Oral Examination:

This part when approved shall include a personal interview with each applicant for classes of positions where ability to deal with others, to meet the public, or other personal qualifications are to be determined. The oral interview board may be made up of members from within the classified service or from outside the classified service. An oral test may also be used in examinations where a written test is unnecessary or impracticable.

6) Physical Fitness:

Eligibles on Employment Lists seeking promotion must be able to pass a medical examination to determine their physical fitness for the position to which they aspire; such fitness to be interpreted according to the standards for each class of positions as may be established for promotional candidates.

CLERICAL UNIT

19.3: Inspection of Examination Papers

The test papers of any examinee will be open for his/her inspection for a period of forty-five (45) days from the date the employment list is established.

19.4: Provisional Promotions

The appointing authority may recommend to the Personnel Director that a provisional appointment be made from the next lower class when there are temporary vacancies for an extended period.

NOTE: The Civil Service Commission by Resolution approved a weight of forty percent (40%) for the Promotional Potential Rating whenever such rating is approved as a part of a promotional examination for Clerical classifications.

ARTICLE XX LAY OFF

20.1: Lay Off Defined

A "lay off" is defined to be the separation of an employee from the service of the City for lack of work, or lack of funds, or reasons other than the acts or delinquencies of the employee.

20.2: Notice of Lay Off

Whenever possible the appointing authority shall before the effective date thereof give the employee a thirty (30) day written notice of lay off, but in no case less than a fifteen (15) day notice. A statement of reasons for such action shall be set forth in the notice and on the same date a copy filed with the Civil Service Commission and the Union. Prior to the effective date of the lay off, the City and the Union shall meet and confer concerning the immediate situation.

20.3: Order of Lay Off

A. Except as otherwise provided, all lay offs shall be made in the inverse order of the length of continuous service in a class or series of classes of positions in the classified Civil Service regardless whether the appointment was made through transfer, promotion, or from an original entrance employment list. It is understood, however, that any employee who is subject to lay off, who has longer seniority than another employee in a lesser classification having similar duties or qualifications, and coming within the same occupational group, shall be entitled to the position in the lesser classification over one with the lesser seniority.

B. Prior to the effective date of the lay off, the City and the Union shall meet and confer concerning the immediate situation.

20.4: Establishment of Lay Off Reemployment Lists

The names of persons holding permanent positions in the classified service, which have been abolished or made unnecessary, shall be placed on an appropriate lay off reemployment list in the order of their seniority, the longest seniority being first, and for a period not to exceed three (3) years unless an extension is otherwise provided by the Commission.

Reemployment in the same department or in another department shall be made according to the laid off employee's standing on the list; however, a satisfactory medical examination may be required before return to work.

Following the names of those employees on a lay off reemployment list shall be the names of those who have resigned in good standing, and with the approval of the appointing authority have withdrawn their resignations within one year after the date of resignation, as outlined in Rule VII Section 12 of Civil Service Rules (Establishment of Reemployment Lists).

CLERICAL UNIT

Right to Investigate Lay Off

Within ten (10) days after the effective date of such lay off the employee may make a written request to the Commission to investigate such lay off. The Commission shall then investigate and if it shall find that the lay off was made for political reasons, or for reasons other than a change of material change in duties or organization, or shortage or stoppage of work or funds, or was made not in accordance with the method prescribed in this Article, it shall so report to the appointing authority. The person so laid off shall thereupon be entitled to resume his/her position, and shall be reimbursed for any financial loss which shall not be in excess of the salary wages which would have been paid had he/she been retained on the payroll.

The decision of the Commission shall be final and binding as to all questions of fact, except for employees of this bargaining unit who may elect to invoke the grievance procedure.

Union Officers

Notwithstanding their positions on the seniority list, the President, Vice President and Stewards of the Union shall, in the event of lay off only, be continued at work as long as there is available work that they are qualified to do.

In the event of a lay off only, the Stewards of the Union may continue to work within the Unit they represent as long as there is available work that they are qualified to do.

ARTICLE XXI
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-94

CLERICAL UNIT

Grade	Rate Code	Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
C23	04001	Library Clerk Assistant	745	Annually	17729	18474	19219	19964	20709
C01	04002	Clerical Assistant	745		17729	18474	19219	19964	20709
	04003	Typist Assistant	745		17729	18474	19219	19964	20709
	04004	Camp Dearborn Typist Clerk	745		17729	18474	19219	19964	20709
	04012	Clerk Messenger	745		17729	18474	19219	19964	20709
C02	04005	Community Services Aide	758	Annually	18628	19386	20144	20902	
	04006	Environmental Aide	758		18628	19386	20144	20902	
	04025	Building Code Assistant	758		18628	19386	20144	20902	
C24	04007	Library Clerk	758	Annually	19112	19870	20628	21386	22144
	04100	Stenographer Assistant (Libraries)	758		19112	19870	20628	21386	22144
C03	04008	Clerk I	758		19112	19870	20628	21386	22144
	04009	Police Community Relations Assistant	758		19112	19870	20628	21386	22144
	04010	Typist Clerk I	758		19112	19870	20628	21386	22144
	04011	Stenographer Assistant	758		19112	19870	20628	21386	22144
	04013	X-Ray Technician I	758		19112	19870	20628	21386	22144
C26	04105	Stenographer Clerk I (Libraries)	758	Annually	20265	21023	21781	22539	23297
C04	04014	Stenographer Clerk I	758		20265	21023	21781	22539	23297
	04015	Data Processing Clerk I	758		20265	21023	21781	22539	23297
	04110	Medical Assistant	758		20265	21023	21781	22539	23297
	04111	Police Clerk	758		20265	21023	21781	22539	23297
C27	04102	Clerk II (Lib)	758	Annually	22229	22987	23745	24503	25261
C05	04017	Clerk II	758		22229	22987	23745	24503	25261
	04018	Ice Arena Assistant	758		22229	22987	23745	24503	25261
	04019	Typist Clerk II	758		22229	22987	23745	24503	25261
	04020	Data Processing Clerk II	758		22229	22987	23745	24503	25261
	04112	Police Clerk Operator	758		22229	22987	23745	24503	25261
	04026	X-Ray Technician II	758		22229	22987	23745	24503	25261
	04113	City Planning Aide	758		22229	22987	23745	24503	25261
C28	04101	Stenographer Clerk II (Libraries)	758	Annually	23363	24121	24879	25637	26395
C06	04027	Stenographer Clerk II	758		23363	24121	24879	25637	26395
	04028	Archives Specialist	758		23363	24121	24879	25637	26395
	04030	Computer Programmer Trainee	758		23363	24121	24879	25637	26395
	04031	Typist Clerk III	758		23363	24121	24879	25637	26395
	04032	Radio Technician Trainee	758		23363	24121	24879	25637	26395
	04033	Clerk Teller	758		23363	24121	24879	25637	26395
	04107	Payroll Assistant I	758	23363	24121	24879	25637	26395	
C07	04035	Computer Operator I	758	Annually	23718	24476	25234	25992	26750
C08	04038	Storekeeper I	758	Annually	25204	25962	26720	27478	
	04039	Buyer I	758		25204	25962	26720	27478	
	04115	Personnel Assistant	758		25204	25962	26720	27478	

ARTICLE XXI
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-94

CLERICAL UNIT

Grade	Rate Code	Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
C29	04036	Library Aide	758	Annually	25231	25989	26747	27505	28263
	04114	Administrative Aide (Libraries)	758		25231	25989	26747	27505	28263
C09	04041	Computer Operator II	758	Annually	25231	25989	26747	27505	28263
	04042	Administrative Council Aide	758		25231	25989	26747	27505	28263
	04043	Field Inspector I	758		25231	25989	26747	27505	28263
	04044	Rehabilitation Specialist I	758		25231	25989	26747	27505	28263
	04097	Ordinance Enforcement Officer I	758		25231	25989	26747	27505	28263
	04046	Elections Assistant	758		25231	25989	26747	27505	28263
	04049	Driver Licensing Examiner I	758		25231	25989	26747	27505	28263
	04109	Administrative Aide	758		25231	25989	26747	27505	28263
C10	04047	Identification Aide	758	Annually	26616	27374	28132	28890	29648
C11	04021	Assessment Data Analyst	758	Annually	25845	26603	27361	28119	28877
	04050	Building Permit and Licensing Specialist	758		25845	26603	27361	28119	28877
	04051	Account Clerk I	758		25845	26603	27361	28119	28877
	04052	Cashier I	758		25845	26603	27361	28119	28877
	04053	Payroll Assistant II	758		25845	26603	27361	28119	28877
	04054	Clerk III	758		25845	26603	27361	28119	28877
	04055	Stenographer Clerk III	758		25845	26603	27361	28119	28877
	04056	Property Appraiser I	758		25845	26603	27361	28119	28877
C30	04104	Clerk III (Libraries)	758	Annually	25845	26603	27361	28119	28877
C12	04059	Photographic Laboratory Technician	758	Annually	28132	28890	29648		
	04060	Photographer I	758		28132	28890	29648		
C13	04062	Account Clerk II	758	Annually	26952	27710	28468	29226	29984
	04064	Driver Licensing Examiner II	758		26952	27710	28468	29226	29984
	04065	Storekeeper II	758		26952	27710	28468	29226	29984
	04066	Fire Administrative Aide	758		26952	27710	28468	29226	29984
	04068	Drafting Technician I	758		26952	27710	28468	29226	29984
C14	04070	Sanitarian I	758	Annually	27495	28253	29011	29769	30527
C15	04071	Field Inspector II	758	Annually	28179	28937	29695	30453	31211
	04098	Ordinance Enforcement Officer II	758		28179	28937	29695	30453	31211
	04073	Drafting Technician II	758		28179	28937	29695	30453	31211
	04075	Administrative Secretary	758		28179	28937	29695	30453	31211
	04077	Computer Programmer I	758		28179	28937	29695	30453	31211
	04067	Police Records Supervisor	758		28179	28937	29695	30453	31211
	04108	Police Property & Evidence Supervisor	758		28179	28937	29695	30453	31211
C16	04072	Curator of Research	758	Annually	29347	30105	30863	31621	32379
	04074	Curator of Exhibits	758		29347	30105	30863	31621	32379
	04078	Engineering Coordinator	758		29347	30105	30863	31621	32379
	04083	Construction Inspector I	758		29347	30105	30863	31621	32379
C17	04079	Administrative Assistant I	758	Annually	29701	30459	31217	31975	32733
	04080	Sanitarian II	758		29701	30459	31217	31975	32733
	04081	Rehabilitation Specialist II	758		29701	30459	31217	31975	32733
	04082	Collections Assistant	758		29701	30459	31217	31975	32733
C18	04069	Property Appraiser II	758	Annually	30559	31317	32075	32833	33591
	04106	Programmer Analyst I	758		30559	31317	32075	32833	33591

ARTICLE XXI
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-94

Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
Radio Technician	758	Annually	31415	32173	32931	33689	34447
Communications Technician	758		31415	32173	32931	33689	34447
Collections Supervisor	758		31415	32173	32931	33689	34447
Cashier Supervisor	758		31415	32173	32931	33689	34447
Payroll Supervisor	758		31415	32173	32931	33689	34447
Surveyor I	758	Annually	32496	33254	34012	34770	35528
Computer Programmer II	758		32496	33254	34012	34770	35528
Boiler Inspector I	758	Annually	32864	33622	34380	35138	35896
Building Inspector I	758		32864	33622	34380	35138	35896
Electrical Inspector I	758		32864	33622	34380	35138	35896
Plumbing Inspector I	758		32864	33622	34380	35138	35896
Heating Inspector I	758		32864	33622	34380	35138	35896
Refrigeration Inspector I	758		32864	33622	34380	35138	35896
Cross Connection Inspector I	758		32864	33622	34380	35138	35896
Photographer II	758	Annually	33614	34372	35130	35888	36646

SECTION I
CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-95

CLERICAL UNIT

Grade	Rate Code	Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
C23	04001	Library Clerk Assistant	760	Annually	18083	18843	19603	20363	21123
C01	04002	Clerical Assistant	760		18083	18843	19603	20363	21123
	04003	Typist Assistant	760		18083	18843	19603	20363	21123
	04004	Camp Dearborn Typist Clerk	760		18083	18843	19603	20363	21123
	04012	Clerk Messenger	760		18083	18843	19603	20363	21123
C02	04005	Community Services Aide	773	Annually	19001	19774	20547	21320	
	04006	Environmental Aide	773		19001	19774	20547	21320	
	04025	Building Code Assistant	773		19001	19774	20547	21320	
C24	04007	Library Clerk	773	Annually	19495	20268	21041	21814	22587
	04100	Stenographer Assistant (Libraries)	773		19495	20268	21041	21814	22587
C03	04008	Clerk I	773		19495	20268	21041	21814	22587
	04009	Police Community Relations Assistant	773		19495	20268	21041	21814	22587
	04010	Typist Clerk I	773		19495	20268	21041	21814	22587
	04011	Stenographer Assistant	773		19495	20268	21041	21814	22587
	04013	X-Ray Technician I	773		19495	20268	21041	21814	22587
C26	04105	Stenographer Clerk I (Libraries)	773	Annually	20671	21444	22217	22990	23763
C04	04014	Stenographer Clerk I	773		20671	21444	22217	22990	23763
	04015	Data Processing Clerk I	773		20671	21444	22217	22990	23763
	04110	Medical Assistant	773		20671	21444	22217	22990	23763
	04111	Police Clerk	773		20671	21444	22217	22990	23763
C27	04102	Clerk II (Lib)	773	Annually	22674	23447	24220	24993	25766
C05	04017	Clerk II	773		22674	23447	24220	24993	25766
	04018	Ice Arena Assistant	773		22674	23447	24220	24993	25766
	04019	Typist Clerk II	773		22674	23447	24220	24993	25766
	04020	Data Processing Clerk II	773		22674	23447	24220	24993	25766
	04112	Police Clerk Operator	773		22674	23447	24220	24993	25766
	04026	X-Ray Technician II	773		22674	23447	24220	24993	25766
	04113	City Planning Aide	773		22674	23447	24220	24993	25766
C28	04101	Stenographer Clerk II (Libraries)	773	Annually	23831	24604	25377	26150	26923
C06	04027	Stenographer Clerk II	773		23831	24604	25377	26150	26923
	04028	Archives Specialist	773		23831	24604	25377	26150	26923
	04030	Computer Programmer Trainee	773		23831	24604	25377	26150	26923
	04031	Typist Clerk III	773		23831	24604	25377	26150	26923
	04032	Radio Technician Trainee	773		23831	24604	25377	26150	26923
	04033	Clerk Teller	773		23831	24604	25377	26150	26923
	04107	Payroll Assistant I	773	23831	24604	25377	26150	26923	
C07	04035	Computer Operator I	773	Annually	24193	24966	25739	26512	27285
C08	04038	Storekeeper I	773	Annually	25709	26482	27255	28028	
	04039	Buyer I	773		25709	26482	27255	28028	
	04115	Personnel Assistant	773		25709	26482	27255	28028	

SECTION I
CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-95

CLERICAL UNIT

Grade	Rate Code	Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
C29	04036	Library Aide	773	Annually	25736	26509	27282	28055	28828
	04114	Administrative Aide (Libraries)	773		25736	26509	27282	28055	28828
C09	04041	Computer Operator II	773		25736	26509	27282	28055	28828
	04042	Administrative Council Aide	773		25736	26509	27282	28055	28828
	04043	Field Inspector I	773		25736	26509	27282	28055	28828
	04044	Rehabilitation Specialist I	773		25736	26509	27282	28055	28828
	04097	Ordinance Enforcement Officer I	773		25736	26509	27282	28055	28828
	04046	Elections Assistant	773		25736	26509	27282	28055	28828
	04049	Driver Licensing Examiner I	773		25736	26509	27282	28055	28828
	04109	Administrative Aide	773		25736	26509	27282	28055	28828
C10	04047	Identification Aide	773	Annually	27149	27922	28695	29468	30241
C11	04021	Assessment Data Analyst	773	Annually	26363	27136	27909	28682	29455
	04050	Building Permit and Licensing Specialist	773		26363	27136	27909	28682	29455
	04051	Account Clerk I	773		26363	27136	27909	28682	29455
	04052	Cashier I	773		26363	27136	27909	28682	29455
	04053	Payroll Assistant II	773		26363	27136	27909	28682	29455
	04054	Clerk III	773		26363	27136	27909	28682	29455
	04055	Stenographer Clerk III	773		26363	27136	27909	28682	29455
	04056	Property Appraiser I	773		26363	27136	27909	28682	29455
C30	04104	Clerk III (Libraries)	773		26363	27136	27909	28682	29455
C12	04059	Photographic Laboratory Technician	773	Annually	28695	29468	30241		
	04060	Photographer I	773		28695	29468	30241		
C13	04062	Account Clerk II	773	Annually	27492	28265	29038	29811	30584
	04064	Driver Licensing Examiner II	773		27492	28265	29038	29811	30584
	04065	Storekeeper II	773		27492	28265	29038	29811	30584
	04066	Fire Administrative Aide	773		27492	28265	29038	29811	30584
	04068	Drafting Technician I	773		27492	28265	29038	29811	30584
C14	04070	Sanitarian I	773	Annually	28046	28819	29592	30365	31138
C15	04071	Field Inspector II	773	Annually	28743	29516	30289	31062	31835
	04098	Ordinance Enforcement Officer II	773		28743	29516	30289	31062	31835
	04073	Drafting Technician II	773		28743	29516	30289	31062	31835
	04075	Administrative Secretary	773		28743	29516	30289	31062	31835
	04077	Computer Programmer I	773		28743	29516	30289	31062	31835
	04067	Police Records Supervisor	773		28743	29516	30289	31062	31835
	04108	Police Property & Evidence Supervisor	773		28743	29516	30289	31062	31835
C16	04072	Curator of Research	773	Annually	29935	30708	31481	32254	33027
	04074	Curator of Exhibits	773		29935	30708	31481	32254	33027
	04078	Engineering Coordinator	773		29935	30708	31481	32254	33027
	04083	Construction Inspector I	773		29935	30708	31481	32254	33027
C17	04079	Administrative Assistant I	773	Annually	30296	31069	31842	32615	33388
	04080	Sanitarian II	773		30296	31069	31842	32615	33388
	04081	Rehabilitation Specialist II	773		30296	31069	31842	32615	33388
	04082	Collections Assistant	773		30296	31069	31842	32615	33388
C18	04069	Property Appraiser II	773	Annually	31171	31944	32717	33490	34263
	04106	Programmer Analyst I	773		31171	31944	32717	33490	34263

SECTION I
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-95

Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
			32044	32817	33590	34363	35136
	773	Annually	32044	32817	33590	34363	35136
Radio Technician	773		32044	32817	33590	34363	35136
Communications Technician	773		32044	32817	33590	34363	35136
Collections Supervisor	773		32044	32817	33590	34363	35136
Cashier Supervisor	773		32044	32817	33590	34363	35136
Payroll Supervisor							
	773	Annually	33147	33920	34693	35466	36239
	773		33147	33920	34693	35466	36239
Surveyor I							
Computer Programmer II							
	773	Annually	33522	34295	35068	35841	36614
	773		33522	34295	35068	35841	36614
Boiler Inspector I	773		33522	34295	35068	35841	36614
Building Inspector I	773		33522	34295	35068	35841	36614
Electrical Inspector I	773		33522	34295	35068	35841	36614
Plumbing Inspector I	773		33522	34295	35068	35841	36614
Heating Inspector I	773		33522	34295	35068	35841	36614
Refrigeration Inspector I	773		33522	34295	35068	35841	36614
Cross Connection Inspector I							
	773	Annually	34287	35060	35833	36606	37379
Photographer II							

SECTION I
CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-96

CLERICAL UNIT

Grade	Rate Code	Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
C23	04001	Library Clerk Assistant	775	Annually	18445	19220	19995	20770	21545
C01	04002	Clerical Assistant	775		18445	19220	19995	20770	21545
	04003	Typist Assistant	775		18445	19220	19995	20770	21545
	04004	Camp Dearborn Typist Clerk	775		18445	19220	19995	20770	21545
	04012	Clerk Messenger	775		18445	19220	19995	20770	21545
C02	04005	Community Services Aide	788	Annually	19382	20170	20958	21746	
	04006	Environmental Aide	788		19382	20170	20958	21746	
	04025	Building Code Assistant	788		19382	20170	20958	21746	
C24	04007	Library Clerk	788	Annually	19887	20675	21463	22251	23039
	04100	Stenographer Assistant (Libraries)	788		19887	20675	21463	22251	23039
C03	04008	Clerk I	788		19887	20675	21463	22251	23039
	04009	Police Community Relations Assistant	788		19887	20675	21463	22251	23039
	04010	Typist Clerk I	788		19887	20675	21463	22251	23039
	04011	Stenographer Assistant	788		19887	20675	21463	22251	23039
	04013	X-Ray Technician I	788		19887	20675	21463	22251	23039
C26	04105	Stenographer Clerk I (Libraries)	788	Annually	21086	21874	22662	23450	24238
C04	04014	Stenographer Clerk I	788		21086	21874	22662	23450	24238
	04015	Data Processing Clerk I	788		21086	21874	22662	23450	24238
	04110	Medical Assistant	788		21086	21874	22662	23450	24238
	04111	Police Clerk	788		21086	21874	22662	23450	24238
C27	04102	Clerk II (Lib)	788	Annually	23129	23917	24705	25493	26281
C05	04017	Clerk II	788		23129	23917	24705	25493	26281
	04018	Ice Arena Assistant	788		23129	23917	24705	25493	26281
	04019	Typist Clerk II	788		23129	23917	24705	25493	26281
	04020	Data Processing Clerk II	788		23129	23917	24705	25493	26281
	04112	Police Clerk Operator	788		23129	23917	24705	25493	26281
	04026	X-Ray Technician II	788		23129	23917	24705	25493	26281
	04113	City Planning Aide	788		23129	23917	24705	25493	26281
C28	04101	Stenographer Clerk II (Libraries)	788	Annually	24309	25097	25885	26673	27461
C06	04027	Stenographer Clerk II	788		24309	25097	25885	26673	27461
	04028	Archives Specialist	788		24309	25097	25885	26673	27461
	04030	Computer Programmer Trainee	788		24309	25097	25885	26673	27461
	04031	Typist Clerk III	788		24309	25097	25885	26673	27461
	04032	Radio Technician Trainee	788		24309	25097	25885	26673	27461
	04033	Clerk Teller	788		24309	25097	25885	26673	27461
	04107	Payroll Assistant I	788	24309	25097	25885	26673	27461	
C07	04035	Computer Operator I	788	Annually	24679	25467	26255	27043	27831
C08	04038	Storekeeper I	788	Annually	26225	27013	27801	28589	
	04039	Buyer I	788		26225	27013	27801	28589	
	04115	Personnel Assistant	788		26225	27013	27801	28589	

SECTION I
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-96

Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
Library Aide	788	Annually	26253	27041	27829	28617	29405
Administrative Aide (Libraries)	788		26253	27041	27829	28617	29405
Computer Operator II	788		26253	27041	27829	28617	29405
Administrative Council Aide	788		26253	27041	27829	28617	29405
Field Inspector I	788		26253	27041	27829	28617	29405
Rehabilitation Specialist I	788		26253	27041	27829	28617	29405
Finance Enforcement Officer I	788		26253	27041	27829	28617	29405
Actions Assistant	788		26253	27041	27829	28617	29405
Driver Licensing Examiner I	788		26253	27041	27829	28617	29405
Administrative Aide	788		26253	27041	27829	28617	29405
Identification Aide	788	Annually	27694	28482	29270	30058	30846
Assessment Data Analyst	788	Annually	26892	27680	28468	29256	30044
Building Permit and Licensing Specialist	788		26892	27680	28468	29256	30044
Account Clerk I	788		26892	27680	28468	29256	30044
Cashier I	788		26892	27680	28468	29256	30044
Payroll Assistant II	788		26892	27680	28468	29256	30044
Clerk III	788		26892	27680	28468	29256	30044
Enographer Clerk III	788		26892	27680	28468	29256	30044
Property Appraiser I	788		26892	27680	28468	29256	30044
Clerk III (Libraries)	788		26892	27680	28468	29256	30044
Photographic Laboratory Technician	788	Annually	29270	30058	30846		
Photographer I	788		29270	30058	30846		
Account Clerk II	788	Annually	28044	28832	29620	30408	31196
Driver Licensing Examiner II	788		28044	28832	29620	30408	31196
Torekeeper II	788		28044	28832	29620	30408	31196
Senior Administrative Aide	788		28044	28832	29620	30408	31196
Drafting Technician I	788		28044	28832	29620	30408	31196
Sanitarian I	788	Annually	28609	29397	30185	30973	31761
Field Inspector II	788	Annually	29320	30108	30896	31684	32472
Finance Enforcement Officer II	788		29320	30108	30896	31684	32472
Drafting Technician II	788		29320	30108	30896	31684	32472
Administrative Secretary	788		29320	30108	30896	31684	32472
Computer Programmer I	788		29320	30108	30896	31684	32472
Police Records Supervisor	788		29320	30108	30896	31684	32472
Police Property & Evidence Supervisor	788		29320	30108	30896	31684	32472
Curator of Research	788	Annually	30536	31324	32112	32900	33688
Curator of Exhibits	788		30536	31324	32112	32900	33688
Engineering Coordinator	788		30536	31324	32112	32900	33688
Construction Inspector I	788		30536	31324	32112	32900	33688
Administrative Assistant I	788	Annually	30904	31692	32480	33268	34056
Sanitarian II	788		30904	31692	32480	33268	34056
Rehabilitation Specialist II	788		30904	31692	32480	33268	34056
Collections Assistant	788		30904	31692	32480	33268	34056
Property Appraiser II	788	Annually	31796	32584	33372	34160	34948
Programmer Analyst I	788		31796	32584	33372	34160	34948

SECTION I
 CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-96

Classification Title	Increment	Increment Interval	Rates of Compensation with Increment Added				
Radio Technician	788	Annually	32687	33475	34263	35051	35839
Communications Technician	788		32687	33475	34263	35051	35839
Collections Supervisor	788		32687	33475	34263	35051	35839
Cashier Supervisor	788		32687	33475	34263	35051	35839
Payroll Supervisor	788		32687	33475	34263	35051	35839
Surveyor I	788	Annually	33812	34600	35388	36176	36964
Computer Programmer II	788		33812	34600	35388	36176	36964
Boiler Inspector I	788	Annually	34194	34982	35770	36558	37346
Building Inspector I	788		34194	34982	35770	36558	37346
Electrical Inspector I	788		34194	34982	35770	36558	37346
Plumbing Inspector I	788		34194	34982	35770	36558	37346
Heating Inspector I	788		34194	34982	35770	36558	37346
Refrigeration Inspector I	788		34194	34982	35770	36558	37346
Cross Connection Inspector I	788		34194	34982	35770	36558	37346
Photographer II	788	Annually	34975	35763	36551	37339	38127

CLERICAL UNIT

ARTICLE XXI (continued)

- 21.2: Each employee shall be paid at the rate that is represented by the same number of steps above minimum that he/she was receiving prior to the effective date of this Agreement unless otherwise negotiated.
- 21.3: Service increments for employees in classifications set forth in this Article shall be effective the first day of the first pay period following the completion of the required period of service.
- 21.4: When an employee leaves the classified service of the City for reasons other than retirement, he/she shall be entitled to payment for any overtime or vacation accumulation that he/she has at the date of separation.
- When an employee retires he/she may elect one of the following options: (1) to remain on the rolls and run out accumulated vacation until effective date of retirement, or (2) receive cash payment for vacation not to exceed maximum allowable accumulation on the previous January first.
- 21.5: New employees shall be paid at the minimum rate unless the Civil Service Commission determines that a higher step in the range is necessary to recruit qualified personnel.
- 21.6: The Civil Service Commission may grant two additional increments during a twelve-month period for reasons that would justify such increase.
- 21.7: When an employee is promoted or his/her rate of compensation is placed in a higher salary range, he/she shall receive the next higher step in the range above his/her current salary. However, if the next step is less than one full increment, then the Civil Service Commission may shorten the service period required for the next increment.
- 21.8: In addition to the total compensation as set forth in Section 21.1 and if sufficient funds are in a salary appropriation, an appointing authority may request the Civil Service Commission to increase the compensation of an employee who is at the maximum rate, by an amount up to ten percent (10%) of such maximum rate. The Civil Service Commission shall take into consideration individual competence, and/or circumstances that would make it undesirable to incorporate such increased salary into a permanent rate structure. Provided further, that the Civil Service Commission may modify or eliminate such increase whenever conditions, or circumstances, would warrant such action.

ARTICLE XXII HOURS OF WORK

- 22.1:
- A. Employees of the Department of Libraries shall work seventy-six (76) hours in a bi-weekly period not to include Sunday hours.
 - B. All other employees, except seven-day operations, shall work eighty (80) hours in a bi-weekly period not to include Sunday hours.
- 22.2:
- A. There will be two reasonable relief periods during a scheduled work shift.
 - B. Employees in the following classifications shall not have an unpaid lunch period:

LEIN Operators	Driver's License Examiner
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 - C. An employee's work week shall not be changed for the sole purpose of avoiding payment of overtime.

CLERICAL UNIT

**ARTICLE XXIII
SHIFT PREMIUM PAY**

23.1: The Civil Service Commission shall define the working hours of the midnight and afternoon shifts, and shall designate the classifications to receive shift premium pay. The premium rates paid shall be as follows:

Effective July 1, 1990 the shift premium rate for employees in designated classifications set forth in Section 23.4 of this Article shall be thirty-five cents (.35) per hour above base hourly rate.

23.2: Employees in designated classifications who are regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift when off on Vacation, Sick Leave, Personal Business, or any other paid leave.

23.3: Identification of Shifts

The Civil Service Commission has identified shifts as follows:

An employee whose scheduled shift starts on or after:

7:00 p.m. but before 5:00 a.m. shall be deemed to be working the No. 1 (midnight) shift.

5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (day) shift.

10:30 a.m. but before 7:00 p.m. shall be deemed to be working the No. 3 (afternoon) shift.

23.4: Classifications designated by the Civil Service Commission to receive Shift Premium Pay:

Computer Operator	Ordinance Enforcement Officer I
Police Clerk	Ordinance Enforcement Officer II
Police Clerk Operator	Typist Clerk (Police Record Bureau)
Police Community Relations Assistant	Typist Clerk I (Civic Center)

**ARTICLE XXIV
MINIMUM REPORTING TIME**

24.1: If an employee reports for work on a scheduled work day or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then the minimum credit of work hours shall be as follows:

Effective July 1, 1978, employees in the bargaining unit shall be given a minimum credit of four (4) work hours as herein provided. If an employee is called to work between two (2) and four (4) hours before the regular starting time, then the employee shall be credited with a minimum of four (4) work hours. If called to work less than two (2) hours before starting time, the hours shall be considered overtime.

CLERICAL UNIT

ARTICLE XXV
COMPENSATION FOR OVERTIME

25.1: Employees shall be compensated for overtime on the following basis:

- A. Overtime worked beyond the regular weekly work schedule shall be on a compensatory time-off basis at straight time through the fortieth (40th) hour.
- B. Hours worked beyond the forty (40) hour work week shall be paid in cash at the rate of One Hundred Fifty (150%) percent of the base straight time hourly rate. The employee may have the option of receiving payment in cash or compensatory time off with the appointing authority's approval. Compensatory time must be taken off within the pay period in which it is earned. The appointing authority shall not unreasonably withhold approval of compensatory time off, however, if the time off cannot be granted within the pay period cash payment shall be made.
- C. Hours worked on an approved Holiday shall be paid in cash at the rate of Two Hundred (200%) percent of the base straight time hourly rate in addition to the pay for the approved Holiday.
- D. Hours worked on Sundays shall be paid in cash at the rate of Two Hundred (200%) percent of the base straight time hourly rate.

25.2: It is herein provided that any position in the bargaining unit may be designated by the Civil Service Commission as being compensated on a flat-rate basis, and the employee shall be required to average the number of hours in a work week as set forth in this Agreement, and shall not be compensated for overtime unless the Civil Service Commission recommends some basis for compensatory time off.

25.3: Notwithstanding the provisions enumerated under Sections 25.1 and 25.2 which provide for overtime on a compensatory time-off basis, the appointing authority may recommend cash payment for overtime on the basis of time and one-half for the hours worked for the reason that there would be continuing work assignments where overtime is necessary, and it would not be desirable to compensate for this overtime on a time-off basis. The appointing authority shall prepare a special payroll setting forth the amounts of overtime to be paid and the reasons for such payment. Payment shall be made subject to the appropriation of funds and the certification of the payroll by the Department of Personnel.

NOTE: Classifications designated by the Civil Service Commission under Section 25.2 as compensated on a flat-rate basis:

Administrative Assistant I
Curator of Exhibits

Curator of Research

25.4: Equalization of Overtime

Overtime scheduled in advance shall be distributed as equally as possible, consistent with good operations among the employees holding classifications that are qualified to perform such work and in seniority order. Emergency overtime not contemplated by the employer in time to assign the proper employee may be performed by any qualified employee available.

CLERICAL UNIT

ARTICLE XXVI
HOLIDAY PROVISIONS

Following are determined to be holidays with pay and shall be allowed all employees with permanent status, including probationary employees who have been given permanent status.

- New Year's Day
- Martin Luther King's Birthday (Observed)
- President's Day/George Washington's Birthday (Observed)
- Good Friday
- Memorial Day (Observed)
- Fourth of July
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Last normal work day before Christmas
- Christmas Day
- Last normal work day before New Year's

Employees who are entitled to time off with pay for Legal Holidays shall have one Vacation day credited to their credit for each Legal Holiday that falls on a non-scheduled work day and is celebrated on the following day. It is further provided that any Vacation posted to an employee's credit for this reason shall not be lost because of the employee's maximum vacation limitation on that date.

Employee absent without leave on scheduled work days immediately preceding or following holidays shall not be entitled to time off with pay for such holidays.

Pay shall be computed at the employee's regular rate of pay based on an eight (8) hour work day.

ARTICLE XXVII
LONGEVITY PAY

Longevity Pay Schedule

Effective July 1, 1991 the Longevity Pay schedule shall be as follows:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 500
10 through 14 years	700
15 through 19 years	900
20 years and over	1,100

Effective July 1, 1995 the Longevity Pay schedule shall be as follows:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 750
10 through 14 years	950
15 through 19 years	1,150
20 years and over	1,350

CLERICAL UNIT

ued)

Effective July 1, 1996 the Longevity Pay schedule shall be as follows:

<u>Years of Service Completed on Anniversary Date</u>	<u>Amount of Longevity Pay</u>
5 through 9 years	\$ 1,000
10 through 14 years	1,200
15 through 19 years	1,400
20 years and over	1,600

Administrative Regulations

Employees must be working in a full time permanent position and must have earned their service credit on the anniversary date of their employment.

The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the rules of the Civil Service Commission.

Employees must have a satisfactory working record for the twelve (12) months prior to the date of eligibility for longevity pay.

Rate of Payment

Effective January 1, 1978 employees shall receive longevity pay effective the first full pay period following the employee's anniversary date.

Employees retiring during the year shall receive at the time of retirement a prorated portion of annual longevity payment based upon the number of months on the payroll from the anniversary date of employment to the date of retirement providing they have retired under one of the following conditions: (1) a service retirement after twenty-five (25) years of service; (2) a deferred service retirement after twenty-five (25) years of service; (3) a service retirement after sixty (60); (4) a duty or non-duty disability retirement.

If an employee dies during the year, then his/her beneficiary shall receive a prorated portion of annual longevity payment based upon the number of months on the payroll from the anniversary date of employment to the date of death.

ARTICLE XXVIII MILEAGE ALLOWANCE

As a condition of employment, and subject to the conditions as herein set forth, the City reserves the right to require any employee to furnish his/her own transportation where some means of transportation is required to perform the regular assigned duties of his position during scheduled working hours.

Employees who have been authorized to use their own four-wheeled motorized vehicle in the performance of their duties shall be reimbursed according to the following terms and conditions:

CLERICAL UNIT

28.2: (continued)

- A. The vehicle allowance shall be twenty-five (\$.25) cents per mile for the first six hundred (600) miles traveled each month, and twenty (\$.20) cents per mile for miles traveled over six hundred (600) miles during the month.

Effective July 1, 1993 the vehicle allowance shall be twenty-eight cents (\$.28) per mile for all miles traveled.

- B. The employee must have and continue to have a legal right to drive such vehicle. In the event he/she would lose his/her legal right to drive, then he must inform his/her appointing authority immediately so some determination can be made.
- C. Employees entitled to a vehicle allowance shall once a year provide the City with a copy of a Certificate of Insurance for any privately owned vehicle used for City business and such certificate to indicate the basic coverage required by law.
- D. The Finance Director shall prepare the proper forms for the administration of this reimbursable vehicle allowance, and establish an interval of payment not greater than on a monthly basis. The appointing authority shall file an authorization of car use with the Finance Director. The forms shall include a daily report of the mileage driven by the employee as evidenced by an odometer reading that is recorded at the start of the work day and at the end of the work day.

Employees who use their vehicle less than on a full-time basis shall record the odometer reading at the beginning of the work assignment and at the termination of the work assignment.

**ARTICLE XXIX
CLOTHING AND MAINTENANCE ALLOWANCE**

29.1: Employees working in the classifications as set forth, who wear uniforms for the purpose of identification and according to specifications as determined by the City, shall be allowed an annual clothing and maintenance allowance which shall be paid on the first month following the close of the quarterly period set forth:

<u>Classification</u>	<u>Amount of Quarterly Allowance</u>	<u>First Quarterly Period to End On</u>
Ordinance Enforcement Officer I	\$100.00	September 30 of each year
Ordinance Enforcement Officer II	100.00	September 30 of each year

Provided further that each employee receiving such allotment shall maintain and replace clothing as may be required by the Department Head after periodic inspections.

29.2: Work Clothes

Effective July 1 of each year employees in designated classifications shall be provided three (3) sets of work clothes with appropriate identification (name patch and City patch) for employees working in the following classifications:

- | | |
|---------------------------|--------------------------|
| Communications Technician | Radio Technician Trainee |
| Construction Inspector I | Surveyor I |
| Radio Technician | |

CLERICAL UNIT

29.2: (continued)

A set shall include one shirt and one pair of pants; coveralls may be substituted for one set. Such work clothes shall be the property of the employee. Employees shall be required to wear such clothes on the job.

New employees hired after July 1 of the year shall receive three (3) sets of work clothes. If eligible, the employee shall receive one (1) additional set after January 1 and after March 1. Such work clothes shall remain the property of the City of Dearborn until the employee completes the probationary period.

29.3: Maintenance of Work Clothes

Employees shall be responsible for maintaining work clothes provided.

Effective October 1 of each year the City shall provide a Sixty Dollar (\$60.00) payment for cleaning and maintenance. The annual allowance shall be paid at the end of the second quarter of the fiscal year.

Employees with less than one year's service at time of payment shall receive a prorata amount based upon months of service.

29.4: Employees working in the classifications in the Department of Building and Safety as set forth will be issued blazers with appropriate emblem:

Boiler Inspector I
Building Inspector I
Electrical Inspector I
Field Inspector I

Field Inspector II
Heating Inspector I
Plumbing Inspector I
Refrigeration Inspector I

Such blazers are to be worn during business hours only (as directed by supervision) and to remain the property of the City. The employee shall be responsible for cleaning and maintenance.

ARTICLE XXX EDUCATION TUITION REIMBURSEMENT OFF THE JOB

30.1: Definition

The term "education off the job" is intended to include regularly announced courses conducted by colleges, universities, and other educational institutions, such as, institutes or trade schools which are certified or recognized by some qualified agency of government, such as the Department of Public Instruction and/or the Civil Service Commission. The term "course" means an organized instructional unit with starting and terminal dates, a unit usually scheduled during the regular or summer academic semesters or quarters. The specific interpretation and application of these definitions shall be the function of the Civil Service Commission.

CLERICAL UNIT

30.2: Kinds of Tuition Aid

A. Education necessary for position accomplishment:

When an appointing authority decides that a course, or courses of education, is necessary for an employee to fulfill the needs of the position in which he/she is employed, or if it is determined that it is desirable to have an employee participate in the educational program so that he/she may qualify for a higher position that would have some relation to the work he/she now does, and in a related classification series, then the cost of tuition may be borne in full by the City. Provided further, that the educational program must be approved by the Civil Service Commission and a selection process established if more than one employee would be eligible for the educational program that would result in a higher position.

B. Education useful and valuable for position accomplishment or improvement.

When an appointing authority decides that a certain course, or certain courses, is particularly useful and will enhance the employee's ability to perform the duties of the position, then fifty (50%) percent of the cost of tuition may be borne by the City, if such course or courses, and the method of selection of employees is approved by the Civil Service Commission. This payment shall be in the form of reimbursement to the employee, subsequent to the receipt of proof of tuition costs incurred and satisfactory course completion.

30.3: The employee will be required to refund the tuition aid in the event he/she separates from the City service within a two-year period subsequent to the completion of the course.

30.4: Appropriation and Payment

Each appointing authority will be responsible, at the time budget estimates are being prepared, for recommending to the Civil Service Commission the course, or courses of education, they wish to establish for position improvement for employees in their department. The Civil Service Commission will consolidate such requests and forward to the Finance Director the amount of money necessary to carry out such program for the ensuing fiscal year. If the Mayor and Council include budget funds for the appointing authority's educational program, then it shall be his responsibility to inform the Civil Service Commission that a tuition payment is due such employee within the provisions of Parts A and B of Section 30.2.

ARTICLE XXXI HEALTH CARE BENEFITS

31.1: The City will make monthly payments for the cost of Health Care Benefits for all employees who work in a permanent full-time position, in an amount equal to the full subscription rate charge for the coverage to which the employee shall have subscribed. The monthly payment shall be made by the City for each month that the employee receives some salary or wage as compensation for his/her services. The coverage shall be limited as set forth in the following sections.

31.2: Coverage effective January 3, 1985

The coverage shall be limited to one of the following programs for self, or self and spouse, or self and family (including only spouse and eligible children). The City reserves the right to provide additional health coverage programs for the employee's selection.

Married employees who are both employed by the City shall be eligible to elect: (1) An individual single health care benefit for each, or (2) one family health care benefit, or (3) one two-person contract.

CLERICAL UNIT

31.2: (continued)

A. Blue Cross-Blue Shield Comprehensive Major Medical Program with deductible and co-payment with stop loss, according to the following schedule.

Wage Group	Base Wage	DEDUCTIBLE		80/20 CO-PAY (up to stop loss)
		Single	2P/Family	
I	Up to 21,999	\$ 150	\$ 300	\$ 500
II	\$22,000 thru 31,999	200	400	750
III	32,000 thru 39,999	250	500	1,000
IV	40,000 and over	300	600	1,000

Effective August 3, 1986 a Drug Rider (\$5.00 co-payment) shall be included under this program.

B. Coverage under Health Alliance Plan or other Health Maintenance Organization Plans provided by the City.

Effective July 3, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

31.3: Employees shall be required to pay for family continuation and/or sponsored dependent riders. Under the Blue Cross-Blue Shield Comprehensive Major Medical program the sponsored dependent rider shall be determined to be under Wage Group IV, and the employee shall be required to pay the corresponding premium rate.

31.4: Employees on a Lay-off Reemployment list may elect to remain in the group plan and pay the cost of the coverage at the group rate for a period of one (1) year or until the employee is covered by another plan.

31.5: Non-Participation in Health Care Coverage.
Effective July 1, 1995, a cash bonus of Two Thousand Five Hundred Dollars (\$2,500) to be payable under the following conditions:

- A. Employee must have health coverage via a spouse who is employed by an employer other than the City of Dearborn.
- B. An employee electing to waive health care coverage must sign the appropriate forms prior to July first each year, and one-half the payment shall be made on September 30 and one-half on March 31 of each fiscal year.
- C. Any employee who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such employee shall reimburse the City a prorated portion of the bonus based on the months paid by the City.

31.6: Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then at the request of either party, the parties shall negotiate regarding said subject.

CLERICAL UNIT

ARTICLE XXXII
RETIREE HEALTH BENEFITS

32.1: Employees who have retired after July 1, 1975 through July 2, 1987, shall be entitled to receive health care benefits. Such benefits shall consist of the Health Maintenance Organizations including Health Alliance Plan, Health Care Network, Independence Health Plan, and Total Health Care or the basic Blue Cross/Blue Shield coverage with MVF-1 and Blue Shield Drug Rider in effect on November 1, 1984.

For employees who retire effective July 2, 1987, or thereafter, the coverage shall be limited to one of the following programs for retiree and spouse. The City reserves the right to provide additional health coverage programs for the retiree's selection.

A. Blue Cross/Blue Shield Comprehensive Major Medical Program (Dimension III) with deductible and co-payment and stop-loss with a Drug Rider (\$5.00 co-payment) as follows:

<u>Base Wage</u>	<u>DEDUCTIBLE</u>		<u>80/20 CO-PAY</u>
	<u>Single</u>	<u>2P/Family</u>	<u>(up to stop loss)</u>
Up to \$21,999	\$150	\$300	\$500
\$22,000 thru \$31,999	200	400	750

Effective July 3, 1995, deductible and co-payment with stop loss as follows:

<u>Wage Group</u>	<u>Base Wage</u>	<u>DEDUCTIBLE</u>		<u>80/20 CO-PAY</u>
		<u>Single</u>	<u>2P/Family</u>	<u>(up to stop loss)</u>
I	Up to 21,999	\$ 150	\$ 300	\$ 500
II	\$22,000 thru 31,999	200	400	750
III	32,000 thru 39,999	250	500	1,000
IV	40,000 and over	300	600	1,000

B. Coverage under Health Alliance Plan or other Health Maintenance Organization Plans provided by the City.

Effective July 3, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

Retirees shall be eligible to make a choice of these various coverages during the customary enrollment period in June of each year.

32.2: The above coverages are subject to the following provisions:

A. Subject to conditions set forth in Sections 32.3 and 32.4, employees shall have one hundred percent (100%) of the premium charges paid by the City for the retiree and spouse, or for the retiree only if there is no spouse. The premium payment shall begin for the month during which the retiree reaches age fifty-five (55).

B. Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree and spouse. A beneficiary receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.

CLERICAL UNIT

Continued)

Employees retiring under a non-duty disability on and after January 1, 1978 shall have One Hundred percent (100%) of the premium paid effective the date the retiree is at least fifty-five (55) years of age and would have completed twenty-five (25) years of service if he/she continued working, or age sixty (60) with ten (10) or more years of service.

Deferred retirees are not eligible for retiree medical benefits until age 55 and after 25 years of actual credited service.

Beginning in the month the retiree or spouse reaches age sixty-five (65) or the date one or both are eligible and receive Medicare, whichever comes first, the retiree and spouse may choose coverage under one of the Health Maintenance Organization Plans, or shall be provided supplemental Blue Cross/Blue Shield coverage at the level determined by the City.

Subject to the provisions of Section 32.4, if neither the retiree nor spouse is eligible for Medicare coverage, then the same prorata premium payments shall continue as set forth in Section 32.1.

If the retiree and/or spouse is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree and/or spouse received Medicare. The retiree shall reimburse the City for any excess premiums paid.

At the death of the retiree, coverage shall continue to a spouse who is a beneficiary under one of the City's retirement systems. Coverage to begin in the month the spouse receives an annuity.

In the event the City would be obligated to make contributions under a National Health Insurance Act, that would affect coverage for retirees, then the terms of this Agreement shall be subject to renegotiation.

Non-Participation in Health Care Coverage

For those employees retiring on or after July 3, 1985, and effective July 1995 an annual cash bonus of One Thousand Two-Hundred Fifty (\$1,250.00) for single retiree, or Two Thousand Five Hundred Dollars (\$2,500.00) for a married retiree, to be payable under the following conditions:

Retiree must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.

A retiree electing to waive Health Care coverage must sign the appropriate forms prior to July first of each year, and one-half the payment shall be made on September 30 and one-half on March 31 of each fiscal year.

Any retiree who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such retiree shall reimburse the City a prorated portion of the bonus based on the months paid by the City.

D. No retiree shall receive a cash bonus that would go beyond the month such retiree would attain sixty-five (65) years of age, without the approval of the Civil Service Commission.

NOTE: Article XV (Savings Clause)

CLERICAL UNIT

**ARTICLE XXXIII
DENTAL PLAN**

Effective September 1, 1978, the City shall pay the full monthly premium for each full time employee in the Bargaining Unit on the payroll on June 30, 1978. The premium to be paid for dental coverage shall be as follows:

- 100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I)
- 80% of balance of Class I benefits paid by the Carrier
- 50% of treatment costs paid by the Carrier on Class II benefits
- 50% of treatment costs paid by the Carrier on Class III benefits
- \$600 maximum per person per contract year on Class I and Class II benefits, and a \$500 lifetime maximum on Class III (Orthodontic) benefits.

Effective November 1, 1990 maximum as follows:

- \$800 maximum per person per contract year on Class I and Class II benefits, and
- \$800 lifetime maximum on Class III (Orthodontic) benefits.

Effective July 1, 1995 maximum as follows:

- \$1,000 maximum per person per contract year on Class I and Class II benefits, and
- \$1,000 lifetime maximum on Class III (Orthodontic) benefits.

The effective date of coverage for new employees shall be the first monthly premium date that would be at least thirty (30) days subsequent to the date of employment.

**ARTICLE XXXIV
LIFE INSURANCE COVERAGE
(formerly POLICY "A")**

Eligibility

Coverage under this Policy, identified as Policy "A" includes all employees in this bargaining unit who are members of the General Employees Retirement System or beneficiaries of such system, serving the City in a full-time capacity. All persons covered hereunder shall hereinafter be referred to by the term "employee".

Schedule of Benefits

Effective March 1, 1987, for all employees in the Clerical Bargaining Unit having completed ninety (90) days of continuous service, the amount of insurance to be paid herein designated as the principal sum shall be based upon the employee's annual salary excluding overtime, shift premium, longevity pay, merit increase or any other allowances. The principal amount shall be rounded to the next highest thousand dollars but to be no less than \$20,000.

The applicable amount indicated above in Section 34.2 shall be made payable in the event of death from any cause, except that if any employee commits suicide, benefits shall not be payable unless the employee had completed two (2) full years of continuous uninterrupted service prior to such suicide. Prior to the completion of three (3) full months of continuous service, there shall be no eligibility for benefits under this policy. For the purposes of this policy, thirty (30) calendar days shall be construed as one (1) month of service.

CLERICAL UNIT

34.3:

A. Accidental Death and Dismemberment

All persons eligible under Section 34.1 and Section 34.2 herein shall also be eligible for the additional benefits set forth hereinbelow in the schedule entitled SCHEDULE OF BENEFITS FOR ACCIDENTAL DEATH AND DISMEMBERMENT, subject to the conditions and exclusions hereinafter stated:

SCHEDULE OF BENEFITS FOR ACCIDENTAL DEATH AND DISMEMBERMENT

The full principal sum shall be paid for the loss of:

- The sight of both eyes
- One hand and one foot
- Both hands
- One hand or one foot, together with the sight of one eye

One half of the principal sum is to be paid for the loss of:

- One hand
- One foot
- The sight of one eye

In the event of death occurring by accidental means, as herein described and conditioned, the full principal amount shall be paid.

B. Conditions and Exclusions

The sums payable under Section 34.3, A, above shall be applicable only in cases where the loss results directly and independently of all other causes from bodily injuries, excluding bodily injuries arising out of or in the course of employment, sustained solely through accidental means, and that such loss occurred within ninety (90) days of the date of the accident causing such loss.

With respect to the loss of a hand or foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of sight of such eye. In no case will more than the full principal sum be paid for all losses sustained by the employee through one accident. A person eligible for accidental death benefits shall not be eligible for any accidental dismemberment benefits for losses arising out of the same accident.

C. Payment of Benefits

All benefits payable under Section 34.3 will be paid by the Finance Director upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made. The Finance Director may, at his discretion, withhold payment for a reasonable time pending a full investigation of the claim.

Subject to due proof of claim, benefits will be paid to the employee, if living at the time of payment; otherwise, to the beneficiary.

CLERICAL UNIT

34.4: Termination of Benefits

All benefits hereunder terminate automatically upon termination of employment. Leaves of absence for medical reasons shall not terminate coverage under this Policy. Military leaves for an indefinite period, military leaves exceeding ninety (90) calendar days, all other leaves exceeding ninety (90) days, and suspensions exceeding ninety (90) calendar days will result in suspension of coverage during the period of such leave or suspension and until active duty is resumed.

34.5: Assignment

The insurance benefits provided under this policy shall not be assignable.

34.6: Service Connected Accidents Not Covered

The benefits provided by Section 34.3 of this policy shall not cover service connected accidents, it being understood that all such accidents are covered under the provisions of the pay plan, the retirement systems of the City of Dearborn, or the Workers' Compensation Law of the State of Michigan.

34.7: Beneficiary

Any sum becoming due on account of the death of an employee shall be payable by the Finance Director to the beneficiary or beneficiaries designated and filed in the Office of the Finance Director. In the event that a designated beneficiary predeceases the employee, the share which such beneficiary would have received, if living, will, unless otherwise specifically provided by the employee, be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the employee. If no designated beneficiary survives the employee, or if no beneficiary has been designated, such sum shall be payable to the employee's surviving spouse. If there is no surviving spouse, then in equal shares to employee's children who survive the employee; if none survive the employee, to the employee's parents, or to the survivor; if neither survive the employee, in equal shares to the employee's brothers and sisters who survive the employee; or if none survive the employee, the employee's executor or administrator as part of the employee's estate.

In the event that any beneficiary eligible for benefits under this policy is a minor, the Finance Director may require that there be a guardian appointed before making payment.

Employees may change their designation of beneficiary as often as desired upon written request filed with the Finance Director. Such change will be effective as of the date of receipt by the Controller of such request, but without prejudice to the City on account of any payments made by it before receiving such request by the Finance Director.

34.8: Payment to Beneficiary

The amount of insurance in force upon the life of the employee shall be payable in one lump sum to the beneficiary or beneficiaries upon application in writing on forms provided by the City and submitted to the Finance Director, together with two copies of the employee's death certificate. The Finance Director may, at his discretion, withhold payment for a reasonable time pending a full investigation of this claim.

34.9: Extended Insurance

Any employee granted a duty disability retirement shall be eligible for service insurance coverage according to the schedule without premium payment for the duration of such duty disability. Employees retiring on or after July 1, 1990 who are not employed on a full-time basis by the City, non-duty disability retirees or duty disabled employees whose status has been converted to that of a regular retired employee shall be eligible for insurance coverage under Section 34.2 only in a principal amount of Two Thousand Five Hundred Dollars (\$2,500), upon application for coverage and payment to the City of a premium charge in the amount of Twenty Dollars (20.00) per year.

CLERICAL UNIT

34.9: (continued)

Premium payments must be continuous and uninterrupted from date of retirement, or date of leaving full-time City employment, whichever is later, and such premiums may be deducted from the regular retirement payments.

ARTICLE XXXV VACATION

35.1: Vacation Leave Schedule

Every regular full-time, permanent employee shall be entitled to Vacation with pay in accordance with the following provisions after completing six (6) months of satisfactory service:

<u>Years of Service</u>	<u>Monthly Prorata Allowance that will Total</u>
Up to 5 years of service	12 work days per year
After 5 years and up to 10 years	15 work days per year
After 10 years and up to 15 years	19 work days per year
After 15 years and up to 20 years	22 work days per year
After 20 years	25 work days per year

35.2: Regulations

- A. New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth (15th) of the month. Provided further, the monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month.
- B. Vacation shall continue to accrue when the employee is receiving a full salary on a duty disability leave or personal sick leave. Employees entitled to time off for Legal Holidays shall not have such time charged as Vacation time when the Holiday falls during a Vacation period.
- C. Any employee who has been granted a military leave, and has served in the armed forces for a period of at least ninety (90) days, and returns to the City service after an honorable discharge, shall after working for a period of three (3) months be entitled to Vacation privileges equal to one-half of one year's accumulation.
- D. Employees who are entitled to time off for Legal Holidays with pay shall have one vacation day posted to their credit:
 - 1) For each Legal Holiday that would fall on a non-scheduled work day, and which would not be celebrated on the following day.
 - 2) For working a full week during a week in which a Legal Holiday falls.
 - 3) Any Vacation posted to an employee's credit for reasons set forth in (1) and (2) shall not be subject to the maximum accumulation set forth in this Article.
- E. The appointing authority may request the Civil Service Commission to extend the maximum accumulation of Vacation as set forth, if there are extenuating circumstances that would warrant such extension.

The employee shall not lose his/her accumulated Vacation if the appointing authority fails to schedule Vacation on a reasonable basis, or denies such Vacation.

CLERICAL UNIT

35.2: (continued)

- F. All employees shall be subject to the following regulations concerning accrued Vacation:
 - 1) The vacation year shall be January first through December thirty-first.
 - 2) Vacation accumulated for the twelve (12) month period previous to January first shall be taken off within the twelve (12) month period subsequent to January first.
- G. Vacation pay shall be computed at the employee's regular rate of pay at the time the vacation is taken based on an eight (8) hour day.

35.3: Retiree Accumulation

Retirees may elect one of the following options relating to vacation balances:

- A. To remain on the rolls and run out their accumulated vacation until effective date of retirement, or
- B. Receive cash payment for vacation not to exceed maximum allowable accumulation on the previous January first.

ARTICLE XXXVI SICK LEAVE

36.1: Sick Leave Accumulation

Every regular, full-time employee shall be granted Sick Leave in accordance with the following provisions:

All employees shall be granted Sick Leave on the basis of one (1) work day for each completed month of service. The monthly sick leave accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Sick Leave shall continue to accrue when the employee is receiving a full salary on a duty disability, personal sick leave or vacation. Employees entitled to time off for Legal Holidays shall not have such time charged as sick time when the Holiday falls during the sick leave period.

36.2: Regulations and Uses of Sick Leave

- A. In addition to absence because of personal illness or physical incapacity, Sick Leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.
- B. Employees may utilize Sick Leave for medical or dental appointments, upon prior notice to employee's supervisor.
- C. Beginning March 1, 1987, employees in the Clerical Bargaining Unit may not have more than Two Hundred Fifty (250) work days accumulated Sick Leave to their credit at any one time.
- D. An employee on Sick Leave shall notify his/her immediate superior during the first half of the work day or shift of the first day's absence from work except as otherwise provided by departmental rules, copies of which must be in the files of the Department of Personnel.

CLERICAL UNIT

36.2: (continued)

- E. Failure of an employee to be at the address as shown by the records in the Personnel Department, or the employee's department shall constitute grounds for denial of Sick Leave, except where the employee claims to be at the doctor's office or hospital, in such cases he/she shall submit a doctor's report as proof of illness; further, in all cases where absence on Sick Leave is more than one day, the City may at its discretion require the employee to submit a doctor's report.
- F. Whenever an employee is absent from duty because of illness, and the services of this employee are still being used on a part-time basis, then it shall be the duty of the department head to certify to the Department of Personnel and the Finance Director at the close of each bi-weekly pay period that this employee has performed duties that would represent a portion of a work day and then such remaining portion of the work day may be charged to Sick Leave when approved by the Civil Service Commission.
- G. Whenever the Department of Personnel has reason to believe that Sick Leave is being abused or misused, it shall investigate and report the results of such investigation to the Civil Service Commission. If the Commission shall find as a result of such investigation that an employee is abusing the privilege of Sick Leave, such employee shall be subject to the penalty of the Civil Service provisions of the Charter and the Rules of the Civil Service Commission.
- H. Sick Leave accumulation shall not be considered as matter of right, but may be subject to denial by the Civil Service Commission. When it has been determined under Section 36.2 (G) that an employee has violated the spirit of the Sick Leave rule he/she shall be subject to the following provisions.
 - 1) For an abuse of Sick Leave the Commission may order the accumulation to cease for a period up to twelve months, or
 - 2) The Commission may order a reduction of the accumulation credited to said employee to be reduced by an amount up to a twelve months' accumulation, further provided:
 - 3) That any moneys paid for Sick Leave in violation of its uses shall be ordered reimbursed or deducted from future earnings.
 - 4) Continued violation of the Sick Leave privileges shall be grounds for dismissal.
- I. All accumulated and unused Sick Leave shall be credited to any employee recalled from lay-off, transferred to another department, or returning from a leave of absence.
- J. Whenever an employee has been appointed from a Reemployment List, he/she shall have his/her Sick Leave restored to him/her at the end of a twelve-month period on the basis of fifty percent 50% of the unused balance at the time of separation not to exceed a maximum of thirty (30) days.

CLERICAL UNIT

36.3: Sick Leave Separation Pay

Upon separation from the classified service either through (1) a service retirement after twenty-five (25) years of service; (2) a deferred service retirement after twenty-five (25) years of service; (3) a service retirement after age sixty (60); (4) a duty or non-duty disability retirement; or (5) upon death of an employee: an employee shall have paid to him/her or to a beneficiary an amount that will be equal to fifty percent (50%) of his/her unused Sick Leave, but not in excess of sixty (60) work days. For employees of the Department of Libraries such separation pay shall be computed on the basis of eight (8) hour work days. It is further provided that such separation pay shall be computed at the employee's last rate of pay while in the classified service.

ARTICLE XXXVII SUPPLEMENTAL BENEFITS TO WORKERS' COMPENSATION

37.1: In all cases where an employee has been totally incapacitated as a result of an accidental injury, or an acquired occupational disease arising out of and in the course of his/her employment, and it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during disability for a period of one hundred eighty (180) calendar days, and for such additional days said employee may have to his/her credit as vacation leave, sick leave, or accumulated overtime, such sum or sums of money when added to his/her Workers' Compensation benefits shall be equal to his/her full wage or salary at the time of his/her injury.

It is further provided that the time lost beyond the first ninety (90) calendar days shall be charged to personal sick leave before the remainder of the one hundred eighty (180) calendar days is used. Any time lost beyond the one hundred eighty (180) day period shall first be charged against accumulated overtime and then to vacation.

37.2: Any charge made to the personal sick leave, accumulated overtime, or vacation, will be based on the number of hours contained in the amount that represents the difference between the employee's normal salary at the time of injury and the amount of the Workers' Compensation benefit.

37.3: It is further provided that if the employee is still off because of an in-service injury at the termination of all leave time as herein set forth, and it would be apparent from a medical report that the employee will be able to return to work within a reasonable period, the appointing authority may request the Civil Service Commission for additional leave.

ARTICLE XXXVIII LEAVES WITH PAY

38.1: Funeral Leave

A. An employee shall be allowed funeral leave up to four (4) work days for the purpose of attending a funeral, except in cases where the additional time is approved by the Civil Service Commission.

B. Time off shall be restricted to death in the employee's immediate family, which would mean spouse or children, parents and grandparents, grandchildren, brothers and sisters, spouse's parents and grandparents, grandchildren, and brothers and sisters, and all other cases where in the discretion of the appointing authority and the Civil Service Commission leave for funeral is justified. Funeral leave will not be charged to any other paid leave.

CLERICAL UNIT

38.2: Personal Business Days

Employees shall be entitled to two (2) Personal Business Days for each fiscal year and shall be subject to the following regulations:

- A. To be eligible the employee must have completed probationary period.
- B. May be used in half-day segments.
- C. May be used in conjunction with Sick Leave.
- D. May not be accumulated from one fiscal year to another.
- E. The parties must recognize that the purpose of Personal Business Days is to provide employees with means of being compensated for time off not related to Vacation or Holidays.

However, it is further recognized that the appointing authority under unusual circumstances has the discretion to approve Personal Business Days in conjunction with Vacation and Holidays.

38.3: Jury Duty Pay

Bargaining Unit employees in a permanent position and with at least six months of service who are called for Jury Duty before any Court entitled to impanel a jury may be granted leave with pay subject to the following provisions:

- A. May be granted one half-day, or a full day if necessary, for initial appearance before the Jury Commission.
- B. Shall be paid the difference between Jury Duty Pay and basic daily rate of pay.
- C. Jury Duty shall be considered as time worked.

38.4: Conferences

Employees may be granted a Leave with Pay by the appointing authority with the approval of the Personnel Director, for a period up to five (5) calendar days in cases where the reason is such that the time off involves the welfare of the City of Dearborn, and may be for the purpose of attending trade or professional conferences that would be in relation to the employee's work, or the time off may be granted where the request is not for more than four (4) accredited delegates to attend a Veterans' or Labor Convention, or a Credit Union Conference. Leave requests beyond the above provisions shall be requested by the appointing authority and submitted to the Civil Service Commission for approval.

38.5: Armed Forces Reserves

With the approval of the appointing authority and the Personnel Director, an employee who is a member of the Michigan National Guard, or any other Federally recognized reserve component of the Armed Forces, may be granted Leave with Pay for a period covered by ten (10) work days subject to the following conditions:

- A. The amount of compensation due the employee from the City shall be the difference between the regular salary for the ten (10) work day period, and the amount paid by the Government for a like period provided, however, that any sums representing allowances shall be excluded from the computation.
- B. Such leave may be granted only once in any twelve (12) month period.
- C. This leave will apply only to permanent employees who have served at least ninety (90) days.

CLERICAL UNIT

38.5: (continued)

Upon the recommendation of the appointing authority and the approval of the Civil Service Commission, an employee who is called to duty as a member of the Michigan National Guard because of an emergency existing in the State, may be considered for remuneration that would be the difference between the normal compensation and the compensation paid by the Michigan National Guard while in the activated unit.

38.6: Civil Service Examinations

Every employee shall be granted leave with pay to participate in promotional or original entrance examinations held by the Personnel Department.

ARTICLE XXXIX LEAVE WITHOUT PAY

39.1: Leaves Less than Thirty Days

Any employee may be granted a Leave of Absence without compensation upon the recommendation of the appointing authority and the approval of the Personnel Director, for reasons that would be sufficient to justify granting of such leave including, but not limited to:

- A. Induction or enlistment into the Armed Forces during the time of war for the duration of such service.
- B. Physical or mental disability.
- C. Appointment to a position in the unclassified service for the full period of such appointment.
- D. For the purpose of continued education in a related field to his/her employment.
- E. For personal reasons in which the total time involved would be less than thirty (30) days.

39.2: Leaves in Excess of Thirty Days

Any employee may be granted a Leave of Absence for other reasons or for a greater period of time, upon the approval of the appointing authority and the Civil Service Commission. Such a request shall not be unreasonably denied.

39.3: Maternity Leaves

- A. As provided under Title VII of the Civil Rights Act of 1964 (amended in October 1978) for disabilities caused by pregnancy, miscarriage, abortion, childbirth, and the recovery from childbirth, for such period that the employee is physically disabled and unable to work. The initial period shall be for a maximum of sixty (60) calendar days.
- B. Leave without Pay for the adoption of children shall be given the same consideration as Maternity Leave.

39.4: Regulations Regarding Leaves Without Pay

- A. Any employee returning from a leave granted to enter the Armed Forces shall apply for restoration to his/her former position within ninety (90) days after his/her honorable discharge.

CLERICAL UNIT

39.4: (continued)

- B. Any uncompleted training period shall be completed upon return from a leave as herein granted.
- C. An employee may be required to submit to such physical examination as may be deemed necessary to determine physical fitness to resume former duties if reemployment is not within ninety (90) days.
- D. An employee granted Leave of Absence hereunder shall be restored to his/her position on the expiration of the Leave; or before the expiration if approved by the appointing authority and the Personnel Director.
- E. If the position of an employee granted a leave hereunder has been abolished, his right shall be determined in accordance with the provisions relating to seniority and reemployment.
- F. Any employee still serving a probationary period, who has been granted a Leave of Absence, shall have the length of his/her probationary period extended for the period of the Leave of Absence, but not for a period that would be greater than the length of the probationary period.

39.5: Absence Without Leave

Any employee who is absent from work for three (3) consecutive work days, other than for vacation or sick leave, without a specific grant of Leave of Absence shall be deemed to have resigned from the City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent Leave of Absence. The failure of an employee to report at the expiration of the Leave of Absence shall be deemed an Absence Without Leave.

39.6: Family and Medical Leave Act

Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family and Medical Leave Act, and the City reserves its right to implement and administer said Act.

ARTICLE XL MISCELLANEOUS

- 40.1: An employee shall not have monetary fines imposed upon him/her because of loss or damage to equipment. In the event the employee was negligent, he/she will be subject to disciplinary action at the discretion of the department head.
- 40.2: Employees of the clerical bargaining unit to receive free automobile passes to Camp Dearborn each year.
- 40.3: Employees of the clerical bargaining unit to receive free swimming pool passes effective Summer of 1991, for self and family (including spouse and eligible children) in accordance with the guidelines set forth by the Recreation Department.
- 40.4: The City reserves the right to implement and administer all matters relating to the Omnibus Transportation Employee Testing Act of 1991, including its alcohol and drug testing provisions.

CLERICAL UNIT

40.5: Study Committee: Job Evaluation

A committee of two bargaining unit members and two supervisors or managers shall be formed to review upgrading of classifications. Where there is an agreement between parties, recommendations shall be submitted to the Civil Service Commission. Where there is no agreement, the Union may present the problem to the Civil Service Commission. The Commission shall have final authority. The study committee shall be formed after execution of the contract upon written notification by the Union to management of the names of the two (2) Union representatives on the Committee.

ARTICLE XLI RETIREMENT

- 41.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 22 of the former City Charter, as amended, and to be further amended in accordance with agreement reached during negotiations.

ARTICLE XLII ADOPTION BY REFERENCE

- 42.1: The City and Union further agree that all provisions of the City Charter, Civil Service Rules and Regulations of the Civil Service Commission and the City Council relating to working conditions and compensation of employees in the bargaining unit are incorporated herein by reference and made a part of the total Agreement, except as such provisions are modified by this Agreement.

CLERICAL UNIT

ARTICLE XLIII
DURATION OF AGREEMENT

43.1: This Agreement shall become effective the first day of July, 1994, and its terms and conditions shall remain in full force and effect until June 30, 1997.

This Agreement shall remain in full force and effect from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify or terminate this Agreement. In the event that negotiations extend beyond the sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect for thirty (30) calendar days pending completion of negotiations of the Agreement, and such period may be extended by mutual agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 25th day of August 1995.

MUNICIPAL WORKERS OF DEARBORN

CITY OF DEARBORN, A MICHIGAN
MUNICIPAL CORPORATION

Virginia Michaluk

Robert Keith Archer

Robert Keith Archer, Chief Labor Negotiator

John Ushman

THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO. 4713-95 ADOPTED JUNE 8, 1995 AND COUNCIL RESOLUTION NO. 6-531-95 ADOPTED JUNE 20, 1995.

CLERICAL UNIT

CIVIL SERVICE RESOLUTION NO. 1483-76 ADOPTED 12-9-76

RESOLVED that new employees hired in the following beginning classifications must serve at least six months in the second step of the salary range before they will be eligible for reallocation to the next classification:

Clerical Assistant
Typist Assistant
Library Clerk Assistant
Stenographer Assistant

CIVIL SERVICE RESOLUTION NO. 2169-78 ADOPTED 3-9-78

RESOLVED that Resolution No. 1483-76 be amended to include a policy that the Secretary-Examiner after evaluating training and experience may recommend to the Civil Service Board reallocations of employees to Clerk I, Typist Clerk I, Library Clerk and Stenographer Clerk I if the employees past experience and training would exceed the 18-month requirement set forth in the Resolution adopted December 9, 1976.

CLERICAL UNIT

MEMORANDUM OF UNDERSTANDING

TO: Municipal Workers of Dearborn (representing Clerical Bargaining Unit)
FROM: Personnel Director (Chief Negotiator)
RE: Employee Personnel File

The law states and the Personnel Director agrees that an employee has the right to review his/her personnel file during the normal business hours of the Personnel Department.

An employee who believes that disciplinary action which exists in the file is no longer viable shall have the right to request that the Union submit a request for review to the Personnel Director.

The Personnel Director shall have the right to make the final determination regarding removal of disciplinary action from an employee's file.

CLERICAL UNIT

MEMORANDUM OF UNDERSTANDING

TO: MUNICIPAL WORKERS OF DEARBORN (Clerical Bargaining Unit)
FROM: Personnel Director (Chief Negotiator)
RE: Lateral Transfers

During the course of our recent negotiations it was agreed and understood that any employee of this bargaining unit who wished to make a lateral transfer to either a specific or non-specific department or division, may express such desire in writing.

Any employee desiring such transfer shall file a written request with the Personnel Department (Civil Service) and addressed to the attention of the Personnel Director.

It is understood and agreed that the City will make a good faith effort to evaluate such request for transfer, however, this is not a contractual right of the individual.

FOR THE CITY OF DEARBORN

Richard F. Cox
Personnel Director

Dated: June 28, 1988



CITY OF DEARBORN

DEPARTMENT OF PERSONNEL CIVIL SERVICE

January 17, 1985

TO: DEPARTMENT HEADS AND DIVISION HEADS

FROM: PERSONNEL DIRECTOR

RE: UTILIZATION OF SICK LEAVE FOR MEDICAL APPOINTMENTS
FOR ALL GENERAL EMPLOYEES, EXCEPT THOSE IN OPERATIVE UNIT

Employees and department heads have called to our attention the problem of employees taking one-half day (4 hours) of Sick Leave for a routine doctor's appointment.

It has been the policy of the City in the past to grant sick leave for these purposes. There is no intention to change that policy. However, in discussions with both managers and employees, it would appear to me that a greater degree of cooperation by supervision and employees could reduce the amount of sick time that is currently being used for this purpose.

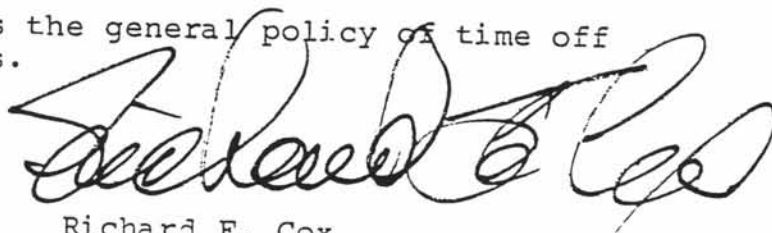
If an employee can and has the desire to schedule an appointment early in the day, late in the day, or concurrent with a lunch period, where the time lost would be something approximating one and one-half (1 1/2) hours it would appear that granting this time off without a charge to sick leave would work both to the benefit of the employee and the City.

It should be understood that this memo is not deemed to be a directive, but rather a suggestion as department heads have always had latitude in these areas. If a department head wishes to grant an employee on occasion an hour or so for medical appointments, it is my position that he has the right to do so, and the employee need not be required to make up the time. If the appointment is going to take two hours or more, then the charging of one-half day of sick leave is appropriate.

If an employee is excused for a period of his work day for a medical appointment it should be so noted on his time card so the "3 hours" of work you are approving will have the exception clearly noted, preferably on the back of the card, indicating the amount of working time that the employee was excused.

Employees who are required to punch time cards should punch their card as usual, even if they are coming in late in the morning or leaving early in the afternoon for the purpose of a medical appointment. As employees do not punch a card at lunch time, it is imperative that the appropriate notations are made. Notations should also be made for late punches coming in or early punches going out.

We hope this memo clarifies the general policy of time off for routine medical appointments.



Richard F. Cox
Personnel Director

RFC:eg



MUNICIPAL WORKERS OF DEARBORN

P.O. BOX 622

DEARBORN, MICHIGAN 48121

1 JUN 95 10:12

-PERSONNEL-

May 25, 1995

TO: Dr. Robert Keith Archer
FROM: Virginia Michaluk
SUBJECT: Holiday Exchange

The Municipal Workers of Dearborn, Clerical Unit, hereby agree and concur to an exchange of one authorized holiday: Veteran's Day, November 11, 1995 for declaring Monday, July 3, 1995 as a Legal Holiday in its stead.

It is understood that this agreement is to apply for the year 1995 only.

Virginia Michaluk

Virginia Michaluk
President
Municipal Workers of Dearborn

CLERICAL UNIT

MEMORANDUM OF UNDERSTANDING

In February, 1994, a misconception originated concerning a proposed pension change. It was believed that a member, otherwise qualified (55 years of age - 25 years of service) could withdraw pension contributions without penalty any time before retirement. The actual negotiated amendment to the plan will be effective July 1, 1994, and requires that withdrawal be made within 60 days of retirement.

The Chief Negotiator has concluded that some individuals withdrew their contributions during and subsequent to February, 1994, in good faith reliance on this misunderstanding and should be made whole. Those individuals who withdrew their money will be able to make a one-time decision at retirement: pay into the pension system that interest which would have accrued had the contributions remained on deposit. This interest will be calculated based upon the amount withdrawn at 7% compounded to the actual date of retirement. If that amount is paid into the fund, there will be no reduction in annuity. If the member decides not to reimburse the fund, there will be the usual reduction in the annuity.

Additionally, there is a perception of inequity regarding employees who withdrew contributions from July 1, 1993, through February, 1994. Had they known of the impending change, they would not have made the withdrawal. Inasmuch as they all have more than twenty-five years of service to the City and are all fifty-five years of age or older, the Chief Negotiator hereby agrees to treat those employees as referenced in paragraph 2 above.

In the future, any individual withdrawing accumulated contributions from the pension fund more than 60 days prior to retirement will have his or her annuity reduced accordingly.

FOR THE UNION

FOR THE CITY

Virginia Michaluk

Robert Keith Archer
Robert Keith Archer, Chief Labor Negotiator

Date 8/25/95

