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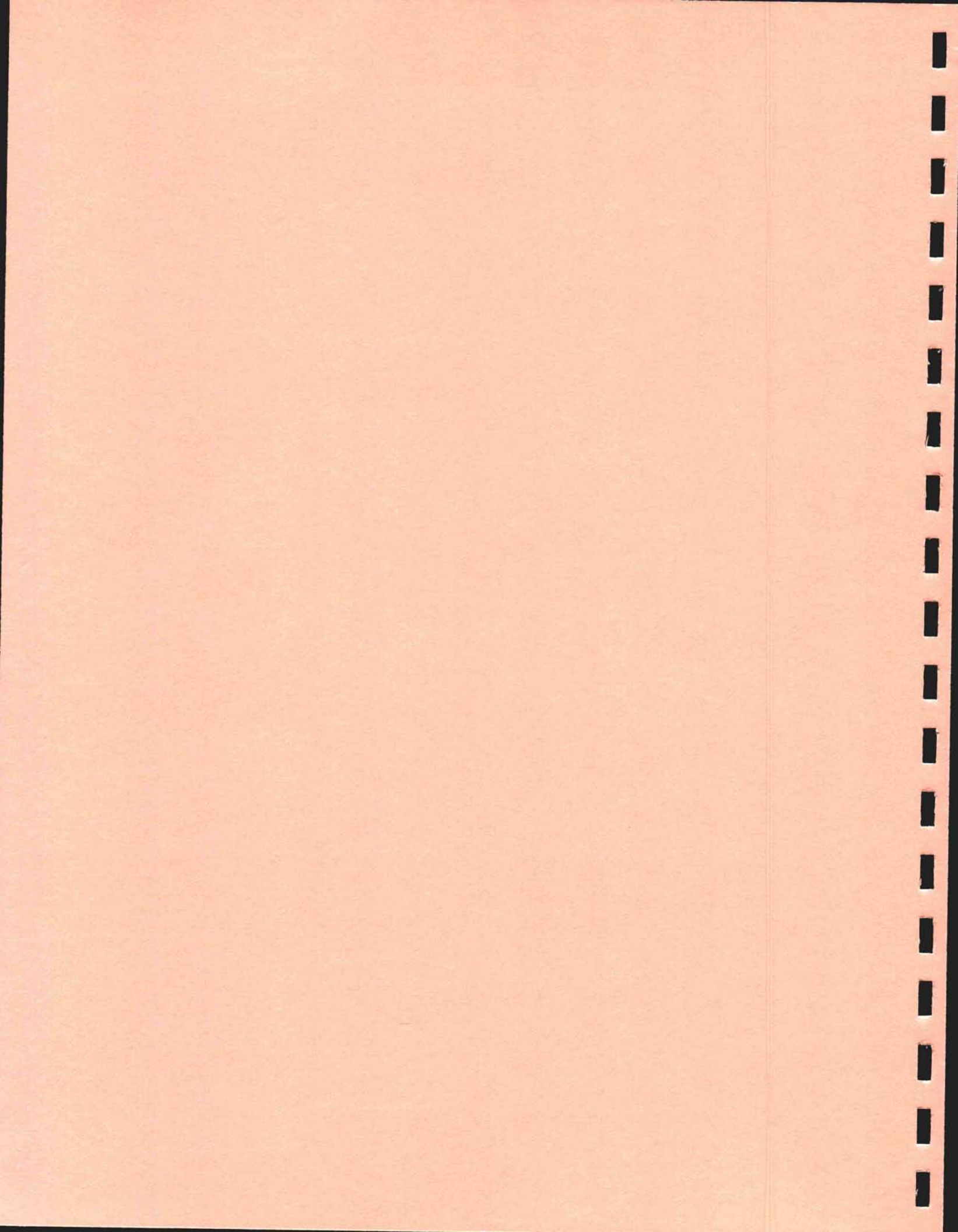
AGREEMENT
BETWEEN
CITY OF DEARBORN
AND
SUPERVISORY, TECHNICAL AND PROFESSIONAL EMPLOYEES
UNION OF THE CITY OF DEARBORN

Dearborn, City of

Effective July 1, 1994
through June 30, 1997

Amended by:
Civil Service Res. No. 4684-95 and
Council Res. No. 6-482-95

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

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AGREEMENT

Agreement entered into by and between the City of Dearborn (hereinafter referred to as the "EMPLOYER") and Supervisory, Technical, and Professional Employees Union of the City of Dearborn (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The parties recognize that the City is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, except where based on a bona fide occupational qualification.

ARTICLE I RECOGNITION

- 1.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the City of Dearborn, a municipal corporation, hereinafter referred to as the "CITY" does hereby recognize the Supervisory, Technical, and Professional Employees Union of the City of Dearborn, hereinafter referred to as the "UNION" as the exclusive representative for those employees allocated to the classification titles set forth in Classification and Rates of Compensation which are a part of this Agreement, and as certified by the Michigan Employment Relations Commission (Case No. R84 C-126), and for the purpose of collective bargaining in respect to wages, hours and working conditions of employment.

ARTICLE II UNION SECURITY AND DUES DEDUCTION

- 2.1: 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.

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2.1: (continued)

All employees who were hired, transferred or promoted into this unit 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 commencing no later than ninety (90) days after employment, and for current employees sixty (60) days from the adoption of this agreement. All employees transferred or promoted into this unit shall join the Union or pay the service fee within thirty (30) days, however, no employee shall be required to pay dues to two Unions within the same thirty (30) calendar days.

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.

- 2.2: Each employee shall sign an authorized payroll deduction card. After receiving a signed authorization to do so, the City will deduct from the pay of each employee the monthly Union dues, fees, assessments, or bargaining unit service fees. The deduction shall be made on a monthly basis and shall be forwarded to the Union office within thirty (30) days after such collections have been made. Such sums shall be accompanied by a list of employees from whose pay dues or service fees have been deducted, and the amount deducted from each, and by a list of employees who have authorized such deductions.
- 2.3: The Union agrees to indemnify, save harmless and co-defend the City, its agents or employees against any litigation, claim or demand which is based upon action taken by the City, its agents or employees in compliance with Article II of this Agreement. Such indemnity shall extend to and include any monetary award or judgment as well as all damages, costs, expenses or attorney fees for which the City, its agents or employees may become liable by reason of said claims, demand or litigation. Such indemnity shall not include the City's own internal expenses and attorney fees.
- 2.4: 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 III EMPLOYEE REPRESENTATION

- 3.1: It is mutually agreed that for the purpose of operating under this Agreement there shall be three representatives and alternates designated by the Union limited to the area of representation as follows:

- 1 - Departments located in the Town Hall complex
- 1 - Libraries and Michigan/Greenfield complex
- 1 - Sanitation Department and Department of Public Works

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3.2:

- A. The Union will furnish the City with the names of the representatives and appropriate alternates. No union business will be performed on City time other than as required in order to represent union members involved in administrative procedures. Representatives who represent a division will be permitted reasonable time to investigate and process grievances after arrangements have been made with the foreman or supervisor. The Union's business agent must notify the department head, or an authorized representative prior to consultation with any employee concerning a specific grievance or grievances.

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

- B. The City will recognize the President of the Union, or in the President's absence a designee, in matters that relate to a general grievance, and to other grievances where there would be no resolution by a representative, and where the grievance would involve a substantial number of employees represented by the representative providing the employee obtains permission from his/her supervisor and indicates where he/she is going and the time he/she expects to return. Work of the division shall take priority if it is determined that the work being performed is of an immediate nature. Prior approval of such request shall not be unreasonably denied by the supervisor.

3.3: The Union shall have a bargaining committee of not more than four (4) employees. The committee shall be allowed time off with-out loss of compensation to participate in bargaining procedures; provided, that such time off shall be limited to the employees' regular working hours. The committee must have prior approval from the supervisor before attending any bargaining session.

3.4: Insofar as it is possible, the President of the Union and the Chief Steward will be assigned to day time hours regardless of seniority.

3.5: Copies of Materials to the Union

- A. The City shall provide the Union with a copy of the Civil Service Rules and Regulations and Addenda. Those rules applicable to this bargaining unit shall not be changed except by mutual agreement of the Union and the Civil Service Commission.
- B. Seniority Lists: Names, classifications, salaries and seniority dates of employees under this Agreement shall be submitted by the City to the Union each January.
- C. The City shall send monthly notices of promotions, demotions, transfers and other changes which affect the unit.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE IV
MANAGEMENT RIGHTS

- 4.1: 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.
- 4.2: 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 right:
- 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 consultation with the Union.
 - 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.
 - E. To classify positions based upon assigned duties and responsibilities, and to reclassify positions as a result of changes in assigned duties and responsibilities. It is understood by the Union and the City that every incidental duty under the classification title, and 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 classification.
 - F. To establish wage rates for any new or changed classification.
 - G. To determine when overtime work is required, and schedule such overtime consistent with the terms of this Agreement.
 - H. The right of contracting or sub-contracting is vested in the City.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

4.2: (continued)

- I. To take whatever actions are necessary in situations of emergency to perform the functions of the department. Emergencies 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.
- J. 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.
- K. To direct the work force, assign work and determine the number of employees assigned to operations.
- L. The City shall have the responsibility for administering the provisions relating to an applicable Retirement Plan.

ARTICLE V STRIKES AND LOCKOUTS

5.1: 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.

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

ARTICLE VI SENIORITY

6.1: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

6.1: (continued)

- 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.

6.2: Provisions Affecting Seniority

- A. Where two or more persons are appointed on the same day, 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 the rights in the classified service suspended during the period served in the unclassified service. However any such employee who returns to the former position in the classified service would have all the rights restored which were held at the time of the appointment to the unclassified service.
- 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 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

6.2: (continued)

- 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 employment in accordance with the following conditions:
- 1) The previous seniority will not accrue until he/she has worked a minimum period of two (2) 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 prior to this rule, then he/she shall continue to qualify for subsequent longevity pay.

6.3: Total seniority shall be used for all purposes as herein set forth:

- A. Longevity Pay
- B. Additional credit in competitive examinations as determined by the Civil Service Commission.
- C. Vacation allowances
- D. Vacation selection in accordance with departmental rules.
- E. Lay Off
- F. Determining place on Reemployment List
- G. When the operation of the department requires day, afternoon and midnight shifts, and the employee is working one of those shifts, then the employee may have a shift preference within thirty (30) days subsequent to each anniversary date of the agreement, or at the time a vacancy occurs in the classification. Employees have an initial opportunity for shift preference within thirty (30) days of the date the contract is concurred in.

ARTICLE VII SUSPENSIONS, DEMOTIONS AND DISMISSALS

- 7.1: When an employee is suspended, demoted or dismissed from the City service for cause, a written statement setting forth the reasons for such suspension, demotion or discharge shall be presented to the disciplined employee, or sent to the last known address, by the appointing authority within five (5) work days of such action.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

7.1: (continued)

The employee may exercise an appeal under only one of the following remedies:

- A. Through the Grievance Procedure 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.

7.2: No employee will be disciplined for refusing to follow an order which he/she deems to be illegal, immoral or unsafe.

ARTICLE VIII PROBATION

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

- 8.1: 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.
- 8.2: 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.
- 8.3: 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.
- 8.4: An employee promoted to a higher classification shall serve a six-month probationary period within the higher classification. The appointing authority may recommend to the Civil Service Commission that such probationary period be extended for a period of ninety (90) days. 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.

ARTICLE IX PROMOTIONS

9.1: Commission to Rule on Promotional Examinations

Vacancies in higher positions in the classified service shall be filled insofar as practicable by the promotion of employees in the service. 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 affecting an increase in compensation.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

9.2: 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.
- 3) The desirability of restricting the examination to employees in a division of the department.
- 4) The desirability of establishing certain physical requirements.
- 5) Any other factors that may be pertinent to the position to which promotion is sought.

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

- 1) Promotional Potential Rating (refer to note at end of Article):

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 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) Written Test: This part when approved shall include a written examination designed to show the familiarity of competitors with the knowledge required in the class of positions to which they seek appointment.
- 3) 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

9.2 (2): (continued)

- 4) 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.
- 5) 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.

9.3: Promotion without Examination:

If not more than one person applies to take a promotional examination, and it has been determined by the Personnel Director that the duties performed by the one candidate applying for promotion are a natural preparation for the higher position, that such person is entitled to promotion by reason of service and effective performance and possesses the minimum qualifications as outlined in the class specifications, then the Civil Service Commission may establish such person on a promotional employment list without competitive test.

9.4: Notice of Promotional Examination:

Where it is determined by the Civil Service Commission that more than one person is eligible for a promotional opportunity, a notice of promotional examination shall be posted for a period of at least ten (10) work days.

9.5: Return to Former Position:

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.

9.6: City Service Credit:

Classified employees taking an examination shall be awarded one-half percent credit for each year of satisfactory service for the City up to and including the sixteenth year of such service, except that service points will be credited only to candidates receiving the minimum passing grade as specified for that examination and only to those candidates who have been appointed to a permanent position and who have completed their probationary period.

NOTE: The Civil Service Commission by Resolution #2476-78 approved a weight of 30% for the Promotional Potential Rating whenever such rating is approved as part of a promotional examination for Supervisory, Technical and Professional classifications.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE X TRANSFERS

- 10.1: 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.
- 10.2: 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.

ARTICLE XI LAY OFF

11.1: 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.

11.2: 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.

11.3: Order of Lay Off

Except as otherwise provided, all lay offs shall be made in inverse order of the length of continuous service in a class or series of classes of positions in the classified 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, shall be entitled to the position in the lesser classification over one with the lesser seniority.

11.4: 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. Provided further, that age limits established for original entrance candidates shall not bar an employee's right to reemployment; however, a satisfactory medical examination must be passed before return to work.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

11.5: Notice 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 because 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 or 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.

11.6: Union President and Chief Steward

In the event of a scheduled Lay Off, notwithstanding their position on the seniority list, the local Union President and the Chief Steward shall be retained in their respective shifts and work locations and work in their classifications.

ARTICLE XII RETIREMENT

12.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 22 of the former City Charter, as amended.

ARTICLE XIII EQUALIZATION OF OVERTIME

13.1: 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. Emergency overtime not contemplated by the employer in time to assign the proper employee may be performed by any qualified employee available.

13.2: If an employee eligible for overtime declines an offer of overtime work, all declined hours shall be charged as worked. In the event all eligible employees decline to work overtime, employees shall be required to perform such overtime in inverse order of seniority.

ARTICLE XIV GRIEVANCE PROCEDURE

14.1: Definition of a Grievance

A "grievance" shall mean a complaint by an employee in the Bargaining Unit which he/she believes to be a violation or misinterpretation of any of the provisions of this Agreement. The term "employee" shall also mean a group of employees having the same grievance. Disciplinary action is subject to the grievance procedure.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

- 14.2: It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the following procedure provided that the grievance is filed within fifteen (15) working days of its occurrence or within fifteen (15) working days from a pay day, if it is a compensation matter.

This procedure shall not prejudice or deny any employee's rights under any other legally constituted agency of government, except that if an employee elects to appeal to the Civil Service Commission as provided elsewhere in this Agreement, he/she shall not return to the Grievance Procedure, and representation before the Civil Service Commission shall fulfill the Union's obligation to represent the employee in the specific instance.

The Union shall have the right to commence a grievance at a level of management not represented by the Bargaining Unit.

Discharges may be appealed directly to Step 3 of the Grievance Procedure.

It is understood between the parties that any of the time periods hereinafter provided may be extended by mutual written agreement, and further that working days shall not include Saturdays, Sundays and holidays.

- 14.3: The proceedings at every step in the Grievance Procedure shall be informal and technical rules of evidence shall not apply. It shall not be necessary to make a stenographic or other record of any proceedings at any step in the Grievance Procedure; either party may request and arrange for a record to be made but such party shall pay the entire cost incurred thereby.

If a grievance results in an employee being 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, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost.

Step 1. Any employee and his/her union representative, or the union representative acting alone, but on behalf of the employee, shall first discuss the grievance with his/her immediate supervisor within ten (10) working days of its occurrence or ten (10) working days from a pay day in an attempt to adjust the grievance.

If the grievance is not resolved by oral discussion, the employee's representative may within five (5) working days of said discussion present the grievance in writing 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 the alleged violation of this Agreement, and (2) the remedy or correction requested.

The supervisor shall give his/her decision in writing within five (5) working days after receipt of the written grievance.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

14.3: (continued)

Step 2. If the grievance is not settled in the first step and is appealed to the second step, the employee shall present the grievance to the department head within five (5) work days after receipt of the first step answer. The department head shall give the employee a written second step answer to the grievance within five (5) work days after the grievance has been presented to him/her.

Step 3. If the grievance has not been settled in the second step, the employee may appeal the grievance to the City's Personnel Director within five (5) work days after the department head has rendered a decision. The Grievance Panel shall be made up of not more than five (5) nor less than three (3) Union representatives and the Personnel Director.

Upon receipt of this appeal by the Personnel Director, and after the Union has designated their representatives the Personnel Director shall arrange a meeting within fifteen (15) work days. The Personnel Director shall render a decision within fifteen (15) work days of the date of the last meeting of the Grievance Panel.

Step 4. If the grievance is still unresolved after the above step and the grievance relates to the interpretation, application or enforcement of this Agreement or any Supplementary Agreement and which has been fully processed through Step No. 3 of the Grievance Procedure as herein provided, it may be submitted to arbitration in strict accordance with the following:

- 1) Arbitration shall be invoked by written notice to the other party of intention to arbitrate within thirty (30) calendar days of receipt of the answer of Step No. 3. The Union and the City of Dearborn shall attempt to mutually agree upon the selection of the arbitrator. If, within fifteen (15) working days after notice, the parties are unable to agree upon an arbitrator, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator, who will make a determination of the dispute in accordance with the rules of the American Arbitration Association.
- 2) The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement, and shall be without power and authority to make any decision:
 - a) Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement;
 - b) Granting any wage increase or decreases.
 - c) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
 - d) The Arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties responsibilities, obligation or discretions which by State Law or State Constitution the City cannot delegate, alienate or relinquish.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Step 4. (continued)

- 3) No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration proceedings and shall not be admissible evidence in any future arbitration proceedings.
- 4) The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
- 5) There shall be no appeal from the Arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, the employee or employees and on the Union.
- 6) In the event a case is appealed to the Arbitrator and it is found that the Arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 7) The expense of the Arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

ARTICLE XV SPECIAL CONFERENCES

- 15.1: Special Conferences for important matters (not grievances) will be arranged between the Union representatives and the designated representatives of the City upon request of either party. At such meetings there shall be not more than five (5) and no less than two (2) representatives of the City, and not more than five (5) and no less than two (2) representatives of the Union. An attorney or consultant may attend the special conference as one of the Union's representatives.
- 15.2: Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up 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 City Personnel Director and the City shall submit their request to the President of the Union. A written agenda shall be attached to such request.
- 15.3: Conferences shall be held at a mutually agreed time, and within ten (10) working days after request is made. The members of the Union shall not lose any time or pay for time spent in such conferences.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

**ARTICLE XVI
ADOPTION BY REFERENCE**

- 16.1: The parties agree to the adoption of relevant charter provisions, Civil Service Rules, Resolutions of the Civil Service Commission and the City Council.

The City and the Union further agree that all provisions of the City Charter, Civil Service Rules and Resolutions of the Civil Service Commission and the City Council relating to working conditions and compensation of employees in the bargaining unit, except as amended or modified by this Agreement are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

**ARTICLE XVII
RESIDENCE**

- 17.1: 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 (25) 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.

**ARTICLE XVIII
BULLETIN BOARDS**

- 18.1: The City agrees to furnish adequate bulletin boards at such locations as shall be agreed upon. The boards shall be used for Union business and notices and announcements shall not contain anything of a political or partisan nature.

ARTICLE XIX
19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-94

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S01	05002	Ice Arena Supervisor	753	Annually	26914	27667	28420	29173	29926
S02	05003	Social Services Coordinator	753	Annually	27515	28268	29021	29774	30527
	05008	Video Services Specialist	753	Annually	27515	28268	29021	29774	30527
	05071	Police Training Coordinator	753	Annually	27515	28268	29021	29774	30527
S03	05009	Finance Assistant	753	Annually	28199	28952	29705	30458	31211
	05072	Buyer II	753	Annually	28199	28952	29705	30458	31211
	05075	Public Works Ordinance Technician	753	Annually	28199	28952	29705	30458	31211
S04	05004	Public Relations Assistant I	753	Annually	29854	30607	31360	32113	
	05074	Outreach Counselor	753	Annually	29854	30607	31360	32113	
S05	05006	Planning Technician	753	Annually	30285	31038	31791	32544	33297
S35	05076	Ice Arena Supervisor II	753	Annually	31271	32024	32777	33530	34283
S07	05005	Librarian I	753	Annually	30929	31682	32435	33188	33941
S08	05027	Supervisor of Elections	753	Annually	31435	32188	32941	33694	34447
S09	05013	Economic Development Assistant	753	Annually	31971	32724	33477	34230	34983
	05064	Ordinance Enforcement Supervisor	753	Annually	31971	32724	33477	34230	34983
S10	05010	Engineering Technician	753	Annually	32988	33741	34494	35247	36000
S11	05017	Accountant I	753	Annually	32314	33067	33820	34573	35326
	05018	Communications Supervisor	753	Annually	32314	33067	33820	34573	35326
	05019	Identification Specialist	753	Annually	32314	33067	33820	34573	35326
S12	05065	Construction Inspector II	753	Annually	32345	33098	33851	34604	35357
S13	05021	Ice Arena Manager	753	Annually	32552	33305	34058	34811	35564
S34	05020	Librarian II	753	Annually	33306	34059	34812	35565	36318
S14	05069	Video Services Supervisor	753	Annually	33306	34059	34812	35565	36318
S15	05022	Stationary Engineer I	753	Annually	33485	34238	34991	35744	
S16	05011	Civil Engineer I	753	Annually	33741	34494	35247	36000	
	05012	Planner I	753	Annually	33741	34494	35247	36000	
S18	05026	Administrative Assistant II	753	Annually	33377	34130	34883	35636	36389
S06	05079	Labor Foreman	753	Annually	34526	35279	36032	36785	37538
S19	05029	Automotive Repair Foreman	753	Annually	34569	35322	36075	36828	
S20	05067	Programmer/Analyst II	753	Annually	34355	35108	35861	36614	37367
	05030	Public Services Coordinator	753	Annually	34355	35108	35861	36614	37367
	05031	Economic Development Coordinator	753	Annually	34355	35108	35861	36614	37367
	05032	Neighborhood Services Coordinator	753	Annually	34355	35108	35861	36614	37367
S21	05034	Automotive Repair Supervisor	753	Annually	34650	35403	36156	36909	37662
	05078	Sewerage Operations Supervisor	753	Annually	34650	35403	36156	36909	37662

ARTICLE XIX
19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-94

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S36	05077	Public Relations Assistant II	753	Annually	35488	36241	36994	37747	
S23	05038	Stationary Engineer II	843	Annually	35114	35957	36800	37643	38486
	05039	Computer Operations Supervisor	843	Annually	35114	35957	36800	37643	38486
	05073	Golf Course Superintendent	843	Annually	35114	35957	36800	37643	38486
	05036	Mechanical Maintenance Foreman	843	Annually	35114	35957	36800	37643	38486
	05016	Communications System Foreman	843	Annually	35114	35957	36800	37643	38486
	05033	Line Foreman	843	Annually	35114	35957	36800	37643	38486
S24	05037	Communications Assistant Division Superintendent	843	Annually	35649	36492	37335	38178	39021
S25	05041	Recreation Publicist	843	Annually	35666	36509	37352	38195	39038
	05042	Recreation Supervisor	843	Annually	35666	36509	37352	38195	39038
S26	05068	Housing Coordinator	843	Annually	36242	37085	37928	38771	39614
S27	05028	Property Appraiser III	843	Annually	36664	37507	38350	39193	40036
	05066	Assistant Division Superintendent	843	Annually	36664	37507	38350	39193	40036
	05044	Refrigeration Inspector II	843	Annually	36664	37507	38350	39193	40036
	05045	Heating Inspector II	843	Annually	36664	37507	38350	39193	40036
	05046	Electrical Inspector II	843	Annually	36664	37507	38350	39193	40036
	05047	Building Inspector II	843	Annually	36664	37507	38350	39193	40036
	05048	Plumbing Inspector II	843	Annually	36664	37507	38350	39193	40036
	05049	Boiler Inspector II	843	Annually	36664	37507	38350	39193	40036
	05050	Sanitarian III	843	Annually	36664	37507	38350	39193	40036
	05051	Building & Safety Administrative Supervisor	843	Annually	36664	37507	38350	39193	40036
	05080	Cross Connection Inspector II	843	Annually	36664	37507	38350	39193	40036
S28	05052	Accountant II	843	Annually	37565	38408	39251	40094	40937
	05053	Civil Engineer II	843	Annually	37565	38408	39251	40094	40937
	05054	Planner II	843	Annually	37565	38408	39251	40094	40937
S29	05056	Surveyor II	843	Annually	38587	39430	40273	41116	41959
S30	05057	Computer Systems Analyst	960	Annually	38173	39133	40093	41053	42013
S31	05058	Building & Safety Section Supervisor	960	Annually	38458	39418	40378	41338	42298
	05040	Construction Project Supervisor	960	Annually	38458	39418	40378	41338	42298
	05070	Property Appraisal Section Supv.	960	Annually	38458	39418	40378	41338	42298
S37	05043	Community Development Coordinator	1010	Annually	39939	40949	41959	42969	43979
S32	05060	Civil Engineer III	1110	Annually	43839	44949	46059	47169	48279
	05061	Transportation Engineer I	1110	Annually	43839	44949	46059	47169	48279
S33	05062	Civil Engineer IV	1110	Annually	45750	46860	47970	49080	50190
	05063	Transportation Engineer II	1110	Annually	45750	46860	47970	49080	50190

ARTICLE XIX
19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
Effective 7-01-95

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S01	05002	Ice Arena Supervisor	768	Annually	27453	28221	28989	29757	30525
S02	05003	Social Services Coordinator	768	Annually	28066	28834	29602	30370	31138
	05008	Video Services Specialist	768	Annually	28066	28834	29602	30370	31138
	05071	Police Training Coordinator	768	Annually	28066	28834	29602	30370	31138
S03	05009	Finance Assistant	768	Annually	28763	29531	30299	31067	31835
	05072	Buyer II	768	Annually	28763	29531	30299	31067	31835
	05075	Public Works Ordinance Technician	768	Annually	28763	29531	30299	31067	31835
S04	05004	Public Relations Assistant I	768	Annually	30451	31219	31987	32755	
	05074	Outreach Counselor	768	Annually	30451	31219	31987	32755	
S05	05006	Planning Technician	768	Annually	30891	31659	32427	33195	33963
S35	05076	Ice Arena Supervisor II	768	Annually	31897	32665	33433	34201	34969
S07	05005	Librarian I	768	Annually	31548	32316	33084	33852	34620
S08	05027	Supervisor of Elections	768	Annually	32064	32832	33600	34368	35136
S09	05013	Economic Development Assistant	768	Annually	32611	33379	34147	34915	35683
	05064	Ordinance Enforcement Supervisor	768	Annually	32611	33379	34147	34915	35683
S10	05010	Engineering Technician	768	Annually	33648	34416	35184	35952	36720
S11	05017	Accountant I	768	Annually	32961	33729	34497	35265	36033
	05018	Communications Supervisor	768	Annually	32961	33729	34497	35265	36033
	05019	Identification Specialist	768	Annually	32961	33729	34497	35265	36033
S12	05065	Construction Inspector II	768	Annually	32992	33760	34528	35296	36064
S13	05021	Ice Arena Manager	768	Annually	33203	33971	34739	35507	36275
S34	05020	Librarian II	768	Annually	33972	34740	35508	36276	37044
S14	05069	Video Services Supervisor	768	Annually	33972	34740	35508	36276	37044
S15	05022	Stationary Engineer I	768	Annually	34155	34923	35691	36459	
S16	05011	Civil Engineer I	768	Annually	34416	35184	35952	36720	
	05012	Planner I	768	Annually	34416	35184	35952	36720	
S18	05026	Administrative Assistant II	768	Annually	34045	34813	35581	36349	37117
S06	05080	Labor Foreman	768	Annually	35217	35985	36753	37521	38289
S19	05029	Automotive Repair Foreman	768	Annually	35261	36029	36797	37565	
S20	05067	Programmer/Analyst II	768	Annually	35042	35810	36578	37346	38114
	05030	Public Services Coordinator	768	Annually	35042	35810	36578	37346	38114
	05031	Economic Development Coordinator	768	Annually	35042	35810	36578	37346	38114
	05032	Neighborhood Services Coordinator	768	Annually	35042	35810	36578	37346	38114
S21	05034	Automotive Repair Supervisor	768	Annually	35343	36111	36879	37647	38415
	05078	Sewerage Operations Supervisor	768	Annually	35343	36111	36879	37647	38415

ARTICLE XIX
 19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-95

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S36	05077	Public Relations Assistant II	768	Annually	36198	36966	37734	38502	
S23	05038	Stationary Engineer II	860	Annually	35816	36676	37536	38396	39256
	05039	Computer Operations Supervisor	860	Annually	35816	36676	37536	38396	39256
	05073	Golf Course Superintendent	860	Annually	35816	36676	37536	38396	39256
	05036	Mechanical Maintenance Foreman	860	Annually	35816	36676	37536	38396	39256
	05016	Communications System Foreman	860	Annually	35816	36676	37536	38396	39256
	05033	Line Foreman	860	Annually	35816	36676	37536	38396	39256
S24	05037	Communications Assistant Division Superintendent	860	Annually	36361	37221	38081	38941	39801
S25	05041	Recreation Publicist	860	Annually	36379	37239	38099	38959	39819
	05042	Recreation Supervisor	860	Annually	36379	37239	38099	38959	39819
S26	05068	Housing Coordinator	860	Annually	36966	37826	38686	39546	40406
S27	05028	Property Appraiser III	860	Annually	37397	38257	39117	39977	40837
	05066	Assistant Division Superintendent	860	Annually	37397	38257	39117	39977	40837
	05044	Refrigeration Inspector II	860	Annually	37397	38257	39117	39977	40837
	05045	Heating Inspector II	860	Annually	37397	38257	39117	39977	40837
	05046	Electrical Inspector II	860	Annually	37397	38257	39117	39977	40837
	05047	Building Inspector II	860	Annually	37397	38257	39117	39977	40837
	05048	Plumbing Inspector II	860	Annually	37397	38257	39117	39977	40837
	05049	Boiler Inspector II	860	Annually	37397	38257	39117	39977	40837
	05050	Sanitarian III	860	Annually	37397	38257	39117	39977	40837
	05051	Building & Safety Administrative Supervisor	860	Annually	37397	38257	39117	39977	40837
05079	Cross Connection Inspector II	860	Annually	37397	38257	39117	39977	40837	
S28	05052	Accountant II	860	Annually	38316	39176	40036	40896	41756
	05053	Civil Engineer II	860	Annually	38316	39176	40036	40896	41756
	05054	Planner II	860	Annually	38316	39176	40036	40896	41756
S29	05056	Surveyor II	860	Annually	39358	40218	41078	41938	42798
S30	05057	Computer Systems Analyst	979	Annually	38937	39916	40895	41874	42853
S31	05058	Building & Safety Section Supervisor	979	Annually	39228	40207	41186	42165	43144
	05040	Construction Project Supervisor	979	Annually	39228	40207	41186	42165	43144
	05070	Property Appraisal Section Supv.	979	Annually	39228	40207	41186	42165	43144
S37	05043	Community Development Coordinator	1030	Annually	40739	41769	42799	43829	44859
S32	05060	Civil Engineer III	1132	Annually	44717	45849	46981	48113	49245
	05061	Transportation Engineer I	1132	Annually	44717	45849	46981	48113	49245
S33	05062	Civil Engineer IV	1132	Annually	46666	47798	48930	50062	51194
	05063	Transportation Engineer II	1132	Annually	46666	47798	48930	50062	51194

ARTICLE XIX
 19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
 Effective 7-01-96

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S01	05002	Ice Arena Supervisor	783	Annually	28004	28787	29570	30353	31136
S02	05003	Social Services Coordinator	783	Annually	28629	29412	30195	30978	31761
	05008	Video Services Specialist	783	Annually	28629	29412	30195	30978	31761
	05071	Police Training Coordinator	783	Annually	28629	29412	30195	30978	31761
S03	05009	Finance Assistant	783	Annually	29340	30123	30906	31689	32472
	05072	Buyer II	783	Annually	29340	30123	30906	31689	32472
	05075	Public Works Ordinance Technician	783	Annually	29340	30123	30906	31689	32472
S04	05004	Public Relations Assistant I	783	Annually	31061	31844	32627	33410	
	05074	Outreach Counselor	783	Annually	31061	31844	32627	33410	
S05	05006	Planning Technician	783	Annually	31510	32293	33076	33859	34642
S35	05076	Ice Arena Supervisor II	783	Annually	32536	33319	34102	34885	35668
S07	05005	Librarian I	783	Annually	32180	32963	33746	34529	35312
S08	05027	Supervisor of Elections	783	Annually	32707	33490	34273	35056	35839
S09	05013	Economic Development Assistant	783	Annually	33265	34048	34831	35614	36397
	05064	Ordinance Enforcement Supervisor	783	Annually	33265	34048	34831	35614	36397
S10	05010	Engineering Technician	783	Annually	34322	35105	35888	36671	37454
S11	05017	Accountant I	783	Annually	33622	34405	35188	35971	36754
	05018	Communications Supervisor	783	Annually	33622	34405	35188	35971	36754
	05019	Identification Specialist	783	Annually	33622	34405	35188	35971	36754
S12	05065	Construction Inspector II	783	Annually	33653	34436	35219	36002	36785
S13	05021	Ice Arena Manager	783	Annually	33869	34652	35435	36218	37001
S34	05020	Librarian II	783	Annually	34653	35436	36219	37002	37785
S14	05069	Video Services Supervisor	783	Annually	34653	35436	36219	37002	37785
S15	05022	Stationary Engineer I	783	Annually	34839	35622	36405	37188	
S16	05011	Civil Engineer I	783	Annually	35105	35888	36671	37454	
	05012	Planner I	783	Annually	35105	35888	36671	37454	
S18	05026	Administrative Assistant II	783	Annually	34727	35510	36293	37076	37859
S06	05080	Labor Foreman	783	Annually	35923	36706	37489	38272	39055
S19	05029	Automotive Repair Foreman	783	Annually	35967	36750	37533	38316	
S20	05067	Programmer/Analyst II	783	Annually	35744	36527	37310	38093	38876
	05030	Public Services Coordinator	783	Annually	35744	36527	37310	38093	38876
	05031	Economic Development Coordinator	783	Annually	35744	36527	37310	38093	38876
	05032	Neighborhood Services Coordinator	783	Annually	35744	36527	37310	38093	38876
S21	05034	Automotive Repair Supervisor	783	Annually	36051	36834	37617	38400	39183
	05078	Sewerage Operations Supervisor	783	Annually	36051	36834	37617	38400	39183

ARTICLE XIX
19.1: CLASSIFICATIONS AND RATES OF COMPENSATION
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SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Rate Code	Classification	Increment	Increment Interval	Rates of Compensation with Service Increment Added				
S36	05077	Public Relations Assistant II	783	Annually	36923	37706	38489	39272	
S23	05038	Stationary Engineer II	877	Annually	36533	37410	38287	39164	40041
	05039	Computer Operations Supervisor	877	Annually	36533	37410	38287	39164	40041
	05073	Golf Course Superintendent	877	Annually	36533	37410	38287	39164	40041
	05036	Mechanical Maintenance Foreman	877	Annually	36533	37410	38287	39164	40041
	05016	Communications System Foreman	877	Annually	36533	37410	38287	39164	40041
	05033	Line Foreman	877	Annually	36533	37410	38287	39164	40041
S24	05037	Communications Assistant Division Superintendent	877	Annually	37089	37966	38843	39720	40597
S25	05041	Recreation Publicist	877	Annually	37107	37984	38861	39738	40615
	05042	Recreation Supervisor	877	Annually	37107	37984	38861	39738	40615
S26	05068	Housing Coordinator	877	Annually	37706	38583	39460	40337	41214
S27	05028	Property Appraiser III	877	Annually	38146	39023	39900	40777	41654
	05066	Assistant Division Superintendent	877	Annually	38146	39023	39900	40777	41654
	05044	Refrigeration Inspector II	877	Annually	38146	39023	39900	40777	41654
	05045	Heating Inspector II	877	Annually	38146	39023	39900	40777	41654
	05046	Electrical Inspector II	877	Annually	38146	39023	39900	40777	41654
	05047	Building Inspector II	877	Annually	38146	39023	39900	40777	41654
	05048	Plumbing Inspector II	877	Annually	38146	39023	39900	40777	41654
	05049	Boiler Inspector II	877	Annually	38146	39023	39900	40777	41654
	05050	Sanitarian III	877	Annually	38146	39023	39900	40777	41654
	05051	Building & Safety Administrative Supervisor	877	Annually	38146	39023	39900	40777	41654
	05079	Cross Connection Inspector II	877	Annually	38146	39023	39900	40777	41654
S28	05052	Accountant II	877	Annually	39083	39960	40837	41714	42591
	05053	Civil Engineer II	877	Annually	39083	39960	40837	41714	42591
	05054	Planner II	877	Annually	39083	39960	40837	41714	42591
S28	05056	Surveyor II	877	Annually	40146	41023	41900	42777	43654
S30	05057	Computer Systems Analyst	999	Annually	39714	40713	41712	42711	43710
S31	05058	Building & Safety Section Supervisor	999	Annually	40011	41010	42009	43008	44007
	05040	Construction Project Supervisor	999	Annually	40011	41010	42009	43008	44007
	05070	Property Appraisal Section Supv.	999	Annually	40011	41010	42009	43008	44007
S37	05043	Community Development Coordinator	1051	Annually	41552	42603	43654	44705	45756
S32	05060	Civil Engineer III	1155	Annually	45610	46765	47920	49075	50230
	05061	Transportation Engineer I	1155	Annually	45610	46765	47920	49075	50230
S33	05062	Civil Engineer IV	1155	Annually	47598	48753	49908	51063	52218
	05063	Transportation Engineer II	1155	Annually	47598	48753	49908	51063	52218

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- 19.2: 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.
- 19.3: 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.
- 19.4: 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.
- 19.5: 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.
- 19.6: The Civil Service Commission may grant two additional increments during a twelve-month period for reasons that would justify such increase.
- 19.7: 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.

ARTICLE XX HOURS OF WORK

- 20.1: Employees of the Department of Libraries shall work seventy-six (76) hours in a bi-weekly period.
- 20.2: Employees working in seven (7) day operations shall average eighty (80) hours in bi-weekly period on the basis of daily shifts of eight (8) hours. The Communications Director has an option of approving a schedule commonly known as "7-2 7-5" work schedule which is not consistent with the language in this section.

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20.2: (continued)

It is the understanding of the parties to this agreement that the employees in the seven (7) day twenty-four (24) hour operation will continue to receive compensation based on a forty (40) hour week. In accordance with the Fair Labor Standards Act hours worked in excess of forty (40) hours per week will be credited to a comp bank. Work weeks with hours totaling less than forty (40) will be equalized by hours taken from the comp bank.

Hours earned as overtime shall not be duplicated in comp bank and shall be compensated under Article XXIII Compensation for Overtime.

20.3: All other employees in the bargaining unit shall work a forty (40) hour week.

20.4: There will be two reasonable relief periods during the scheduled work shift.

ARTICLE XXI MINIMUM REPORTING TIME

21.1: 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 November 20, 1990 employees in the bargaining unit shall be given a minimum credit of four (4) work hours except 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 (2) hours or less before regular starting time, the hours shall be considered overtime.

21.2: Classifications compensated on a flat-rate basis may be designated by the Civil Service Commission as eligible for compensatory time off as indicated in Section 21.1. This compensatory time shall be for reporting to work on a non-scheduled work day, or called back to work after working a scheduled work day, and shall be a minimum of four (4) hours with an additional fifty percent (50%) of four (4) hours, or the number of hours worked over four (4) hours.

With the appointing authority's approval, the compensatory time may be taken off up to and including the two pay periods following the pay period in which it was earned. Under extraordinary circumstances, the appointing authority may extend this time for one additional pay period.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XXII
SHIFT PREMIUM PAY

22.1: 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 22.4 of this Article shall be thirty-five cents (.35) per hour above base hourly rate.

Effective July 1, 1994 the shift premium rate for employees in the classification of Communications Supervisor working in a seven (7) day twenty-four (24) hour operation shall be forty cents (.40) per hour above base hourly rate.

22.2: Employees in designated classifications who are regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift shall be paid the premium rate for such shift when off on vacation, sick leave, personal business, or any other paid leave. However, employees who are on sick leave for more than fifteen (15) consecutive calendar days shall no longer be paid the premium rate for such leave, unless such time is sick in line of duty.

22.3: 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.

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

Automotive Repair Foreman

Communications Supervisor

22.5: Shift Premium Overtime

All foremen, supervisory, and Assistant Division Superintendents shall receive shift premium pay when working overtime with crews who are being paid a premium rate for shift work. Such premium shall be paid according to the following conditions:

Employees required to work overtime beyond the end of a regular shift shall receive shift premium only if the overtime period is four (4) hours or more (all overtime hours to receive premium). Premium pay if any, will be determined by the starting time of the overtime period as defined in Section 22.3.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

22.5: (continued)

Employees called back to work or called in on a non-scheduled day shall receive shift premium based upon the starting time as defined in Section 22.3 for the first eight (8) hours of such assignment. If the overtime exceeds eight (8) hours the starting time of the additional hours will determine the premium according to Section 22.3 for all hours worked up to an additional eight (8) hours. If the overtime assignment goes beyond the sixteen (16) hours the same procedure will be used to determine shift premium, if any.

ARTICLE XXIII COMPENSATION FOR OVERTIME

- 23.1: Except for personnel working in positions that are regulated by Section 23.2 (paid on a flat-rate basis) employees shall be compensated for overtime on the basis as outlined below:
- 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. The first ten (10) minutes before regular starting time and ten (10) minutes after the end of the regular work day, worked on an as needed basis, shall be considered as casual over-time for supervisors of operative unit employees. There shall be no compensation for such casual overtime unless the supervisor is required to work a longer period than herein specified, and then the employee shall be compensated as herein provided for the full time worked.
 - C. Hours worked by supervisors of operative unit employees in excess of eight (8) hours in a day, when working with operative unit crews shall be considered overtime and shall be paid as provided in this section. Hours worked beyond the forty (40) hour work week, except as herein provided shall be paid in cash at the rate of One Hundred Fifty percent (150%) of the 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, the compensatory time may be taken off up to and including two (2) pay periods following the pay period in which it was earned. Under extraordinary circumstances, the appointing authority, may extend this time for one additional pay period. If the time off cannot be granted within the third pay period then cash payment shall be made.
 - D. Hours worked on an approved Holiday shall be paid in cash at the rate of Two Hundred percent (200%) of the base straight time hourly rate in addition to the pay for the approved Holiday.
 - E. Hours worked on Sunday shall be paid in cash at the rate of Two Hundred percent (200%) of the base straight time hourly rate.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

23.1: (continued)

F. Employees working in a seven (7) day twenty-four (24) operation shall be compensated for overtime as follows:

- 1) Hours worked beyond the normal work schedule shall be compensated at the rate of one hundred fifty percent (150%) of the base straight hourly rate. The employee may have the option of receiving payment in cash or compensatory time off. Effective July 1, 1994, compensatory time shall not exceed a maximum of forty (40) hours. The election of compensatory time off or cash payment for a particular pay period may not be changed thereafter for that pay period.
- 2) Employees working in a seven (7) day operation shall be paid one hundred fifty percent (150%) of the base straight time hourly rate for all hours worked on a scheduled holiday. Employees working in a seven (7) day operation who are called in to work on a holiday, shall be paid two hundred percent (200%) of the base straight hourly rate for all hours worked for the holiday.

23.2: It is herein provided that a position 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.

(The following policy is approved for Librarian I's and II's effective August 3, 1983:)

Librarian I's and II's required to work a Sunday schedule beginning with the month of October and through the month of May of each year, shall receive time off at the rate of double time for each hour worked. Compensatory time off to be scheduled off with the approval of the appointing authority by September 30th of each year; however, such date may be extended to December 1st of each year providing the compensatory time off will be used together with a scheduled vacation. (Compensatory time cannot be carried over from one year to the next.)

23.3: Notwithstanding the provisions enumerated under Sections 23.1 and 23.2 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 amount 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.

Notwithstanding the above provisions the following overtime policy is approved for the professional staff of the Department of Finance, including Accountant I's and II's and Computer Systems Analyst effective August 22, 1985:

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23.3: (continued)

Accountant I's and II's and Computer Systems Analysts will be expected to work up to eight (8) hours beyond their normal work schedule each six (6) months. Six (6) month periods would be July through December and January through June. All overtime hours worked must be pre-authorized by the Division Manager, or in his absence, his designee. Overtime worked beyond eight (8) hours in such a six (6) month period will be paid in cash on the basis of time and one-half in accordance with applicable provisions regarding payment of overtime. (Amended to include Programmer Analyst II effective 2-14-89 CS Res. No. 2943-89)

Notwithstanding the above provisions the following overtime policy is approved for the Construction Project Supervisor in the Department of Public Works, Engineering Division. Effective August 22, 1985 the Construction Project Supervisor shall be paid in cash on the basis of straight time for up to a maximum of eighty (80) hours of overtime that is authorized and approved from April through November of each year. Such overtime hours must be reflected on an approved time card.

23.4: The following classifications have been designated by the Civil Service Commission as compensated on a flat-rate basis: (amended 7-1-94)

Accountant I	Neighborhood Services Coordinator
Accountant II	Planner I
Administrative Assistant II	Planner II
Building & Safety Admin. Supervisor	Planning Technician
Building & Safety Section Supervisor	Property Appraisal Section Supervisor
Civil Engineer I	Programmer Analyst II
Civil Engineer II	Public Relations Assistant I
Civil Engineer III	Public Relations Assistant II
Civil Engineer IV	Public Services Coordinator
Community Development Coordinator	Recreation Publicist
Community Relations Coordinator	Recreation Supervisor
Computer Systems Analyst	Sanitarian III
Construction Project Supervisor	Social Services Coordinator
Economic Development Assistant	Supervisor of Elections
Economic Development Coordinator	Surveyor II
Housing Coordinator	Transportation Engineer I
Ice Arena Manager	Transportation Engineer II
Ice Arena Supervisor I	Video Services Specialist
Ice Arena Supervisor II	Video Services Supervisor
Librarian I	
Librarian II	

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XXIV
HOLIDAY PROVISIONS

24.1:

- A. The 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 appointment, except those who work on a seven-day operation:

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

- B. The following holidays shall apply to the employees in a seven (7) day twenty-four (24) hour operation in this unit:

New Year's Day (January 1)
Martin Luther King's Birthday (Observed)
President's Day/George Washington's Birthday (Observed)
Good Friday (Observed)
Memorial Day (Observed)
Fourth of July (July 4)
Labor Day (Observed)
Veterans' Day (Observed)
Thanksgiving Day (Observed)
Day after Thanksgiving (Observed)
Day before Christmas (December 24)
Christmas Day (December 25)
Day before New Year's (December 31)

- 1) If an employee in a seven (7) day twenty-four (24) hour operation is not required to work on the holidays set forth he/she will receive an additional day's pay for the holiday at the regular daily rate for each of the holidays enumerated.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

24.1 B: (continued)

- 2) If an employee in a seven (7) day twenty-four (24) hour operation is required to work on any of the contract holidays, he/she shall be paid one and one-half (1½) times the straight time hourly rate for those hours worked, up to eight (8) hours in addition to the pay for the holiday.

24.2: Any employee absent without leave on scheduled work days immediately preceding or succeeding holidays shall not be entitled to time off with pay for such holidays.

24.3: Holiday pay shall be compensated at the employee's regular rate of pay based on an eight (8) hour day.

**ARTICLE XXV
CLOTHING AND MAINTENANCE ALLOWANCE**

25.1: 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 Supervisor	\$100.00	September 30, 1990

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

25.2: Work Clothes

If all employees within a division request work clothes then the City shall provide such work clothes with appropriate identification (name patch and City patch) for supervisors of operative unit employees and employees in the classification of Construction Inspector II and Surveyor II as follows:

- Effective July 1, 1994 - 3 sets
- Effective July 1, 1995 - 3 sets
- Effective July 1, 1996 - 3 sets

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 who request work clothes shall be requested to wear them on the job.

25.3: Maintenance of Work Clothes

Effective October 1, 1988, the City shall provide a Sixty Dollar (\$60.00) payment annually for cleaning and maintenance only to those employees receiving work clothes. The annual allowance shall be paid at the end of the second quarter of the fiscal year.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

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

Refrigeration Inspector II	Heating Inspector II
Electrical Inspector II	Building Inspector II
Plumbing Inspector II	Boiler Inspector II
Building & Safety Section Supervisor	

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 XXVI SUPPLEMENTAL BENEFITS TO WORKERS' COMPENSATION

26.1: 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 if 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 day (180) period shall first be charged against accumulated overtime and then to vacation.

26.2: 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.

26.3: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XXVII
SICK LEAVE SEPARATION PAY

27.1: 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 XXVIII
HEALTH CARE BENEFITS

28.1: 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 services. The coverage shall be limited as set forth in the following sections.

28.2: 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.

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
		Single	2P/Family	Up to stop loss
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 the program.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

28.2: (continued)

- 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.

28.3: 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.

28.4: 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 annual 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.

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

28.6: 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 meet and confer regarding said subject.

ARTICLE XXIX RETIREE HEALTH CARE BENEFITS

29.1: 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.

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29.1: (continued)

For employees who retire effective July 3, 1987, or thereafter, 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>Service Annuity</u>	DEDUCTIBLE		80/20 Co-Pay
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$150	\$300	\$500

Effective July 3, 1990 the second level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	DEDUCTIBLE		80/20 Co-Pay
	<u>Single</u>	<u>Two Person</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, 1994 the second level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	DEDUCTIBLE		80/20 Co-Pay
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$150	\$300	\$500
\$22,000 thru \$31,999	200	400	750
\$32,000 thru 39,999	250	500	1000

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.

The above coverages are subject to the following provisions:

- 1) Subject to conditions set forth in Sections 29.2 and 29.3, 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 55.
- 2) 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

29.1 B: (continued)

- 3) 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.
- 4) Deferred retirees are not eligible for retiree medical benefits until age 55 and after 25 years of actual credited service.

29.2: 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 29.3, if neither the retiree nor spouse is eligible for Medicare coverage, then the same prorata premium payments shall continue as set forth in Section 29.1.

29.3: 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 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.

29.4: 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 and Fifty Dollars (\$1,250.00) for a single retiree, or Two Thousand Five Hundred Dollars (\$2,500.00) for a married retiree, to be payable under the following conditions:

- A. 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.
- B. 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.
- C. 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

29.4: (continued)

- 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 XXXVIII (Savings Clause)

**ARTICLE XXX
LONGEVITY PAY**

30.1: 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

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

30.2: Administrative Regulations

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

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

30.2: (continued)

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

30.3: Time of Payment

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

30.4: Employees retiring during the year shall receive at the time of retirement a prorated portion of the 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 age 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 the annual longevity payment based upon the number of months on the payroll from the anniversary date of employment to the date of death.

ARTICLE XXXI DENTAL PLAN

31.1: 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 II benefits, and
- \$800 lifetime maximum on Class III Orthodontic benefits

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

31.1: (continued)

Effective July 1, 1995 maximum as follows:

\$1,000 maximum per person per contract year on Class I and 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 XXXII
MILEAGE ALLOWANCE**

32.1: 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/her position during scheduled working hours.

32.2: 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:

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

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

32.3: The City agrees to meet on or after April 1, 1983, to study the allowance set forth in Section 32.2 (A) for possible change due to changes of conditions.

**ARTICLE XXXIII
VACATION**

33.1: Vacation Leave Schedule

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

A. Five day operations

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

B. Seven day operations

<u>Years of Service</u>	<u>Monthly Prorata Allowance that will total</u>
Up to 3 years of service	14 work days
After 3 years and through 6 years	18 work days
After 7 years and through 10 years	20 work days
After 11 years and through 15 years	22 work days
After 16 years	25 work days

33.2: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

33.2: (continued)

- D. Employees in a five day operation 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. 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.

- F. All employees in the unit shall be subject to the following regulations relating to 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 following 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.

33.3: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XXXIV
SICK LEAVE

34.1: 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.

34.2: 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 this 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.
- E. Failure of an employee to be at the address as shown by the records in the Personnel Department, or the employee's department, when a call is made 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

34.2: (continued)

- 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 32.4 (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 50% of the unused balance at the time of separation not to exceed a maximum of thirty (30) days.

ARTICLE XXXV LEAVES WITH PAY

35.1: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

35.1: (continued)

- 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.

35.2: Personal Business Days

Employees shall be entitled to two (2) personal business days for each fiscal year.

The parties 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. It is further recognized that the appointing authority under unusual circumstances has the discretion to approve such days in conjunction with Vacation or Holidays.

Personal Business Days may not be accumulated from one fiscal year to another.

35.3: 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.

35.4: 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.

35.5: 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:

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

35.5: (continued)

- A. The amount of compensation due the employee from the City shall be the difference between his/her 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.

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.

35.6: Civil Service Examinations

Every employee shall be granted time off with pay to participate in promotional or original entrance examinations if scheduled by the Personnel Department during the employee's scheduled work hours.

**ARTICLE XXXVI
LEAVE WITHOUT PAY**

36.1: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

36.2: 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.

36.3: 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.

36.4: 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 honorable discharge.
- 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/her 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.

36.5: 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XXXVII
LIFE INSURANCE COVERAGE
(formerly POLICY "A")

37.1: 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".

37.2: Schedule of Benefits

- A. Effective March 1, 1987, for all employees in the Supervisory, Technical and Professional 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 Twenty Thousand (\$20,000) Dollars.
- B. The applicable amount indicated above in Section 37.2 (A) 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.

37.3:

A. Accidental Death and Dismemberment

All persons eligible under Section 37.1 and Section 37.2 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

37.3: (continued)

B. Conditions and Exclusions

The sums payable under Section 37.3 (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 (1) accident. A person eligible for accidental death benefits shall not be eligible for any accidental dismemberment benefit losses arising out of the same accident.

C. Payment of Benefits

All benefits payable under Section 37.3 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.

37.4: 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.

37.5: Assignment

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

37.6: Service Connected Accidents Not Covered

The benefits provided by Section 37.3 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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

37.7: 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 Finance Director 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.

37.8: 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.

37.9: 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 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.

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.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

**ARTICLE XXXVIII
SEVERABILITY CLAUSE**

38.1: If any Article or Section of this Agreement, or any Supplemental thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, 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 XXXIX
WAIVER CLAUSE**

39.1: 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.

**ARTICLE XL
MISCELLANEOUS**

40.1: Employees of the Supervisory, Technical and Professional bargaining unit to receive free automobile passes to Camp Dearborn each year.

40.2: Employees of the Supervisory, Technical and Professional 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.

40.3: Study Committee: Job Evaluation
A committee will 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 may be formed sixty (60) days after the effective date of the contract upon written request by the Union including the names of the two (2) Union representatives on the Committee.

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.

40.5: Renewal fees for necessary licenses shall be paid by the City.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ARTICLE XLI
DURATION OF AGREEMENT

- 41.1: 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.
- 41.2: 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.

SUPERVISORY, TECHNICAL AND
PROFESSIONAL EMPLOYEES UNION
OF THE CITY OF DEARBORN

CITY OF DEARBORN A MICHIGAN
MUNICIPAL CORPORATION

Peggy Bryan

Robert Keith Archer

Robert Keith Archer
Chief Labor Negotiator

John Apajian

Sam R. Szymanski

THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO. 4684-95
ADOPTED MAY 11, 1995 AND COUNCIL RESOLUTION 6-482-95 ADOPTED JUNE 6, 1995.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

TO: Supervisory, Technical and Professional Employees Union of the City of Dearborn
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.

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AGREEMENT

The City of Dearborn and the Supervisory, Technical and Professional Employees Union of the City of Dearborn do agree as follows:

1. The City withdraws, without prejudice, the first part of its proposal #7 (dated 10/12/04) regarding health insurance coverage for future retirees.

2. The City maintains that its proposal was a clarification of its understanding of the current practice and agreement.

3. The Union disagrees with the City's interpretation as set out in paragraph #2.

4. The parties agree that the City's withdrawal of its proposal will not in any way be asserted by either party to this Agreement as evidence of any probative fact in any subsequent arbitral, judicial or quasi judicial forum.

CITY OF DEARBORN

SUPERVISORY, TECHNICAL AND
PROFESSIONAL EMPLOYEES UNION OF
THE CITY OF DEARBORN

By: *Robert K. Archer*
4/12/95

By: *Raymond Bryan*
4-12-95

W-1
BPA

MEMORANDUM OF UNDERSTANDING
1995 HOLIDAY EXCHANGE

The parties agree to the current year exchange of the designated Holiday, Veterans' Day which falls on Saturday, November 11, 1995 for time off with pay on Monday, July 3, 1995.

FOR THE UNION:

FOR THE CITY:

Reggie Bryan

Bob Keith

Date: 5-3-95

Memo of Understanding

between

Supervisory, Technical, and Professional Unit
and the City of Dearborn

During the bargaining process in February of 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 17 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 the nine employees who withdrew contributions from July 1, 1993 through February of 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 55 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 according to the formula.

FOR THE UNION:

Roggy Bryan

FOR THE CITY:

Robert Keith Archer
Robert Keith Archer,
Chief Labor Negotiator

Date: 5-3-95

MEMO OF UNDERSTANDING BETWEEN THE SUPERVISORY, TECHNICAL
AND PROFESSIONAL UNIT AND THE CITY OF DEARBORN

The following pension changes were agreed on by the parties:

Effective July 1, 1994: remove social security offset.

Effective July 1, 1994: permit withdrawal of accumulated contributions without penalty at retirement.

Military time: refunded only at retirement for time in excess of 25 years (62.5%). No interest.

FOR THE UNION:

BY: Peggy Bryan

FOR THE CITY:

BY: Robert H. Arnold

DATE: August 25, 1995

MEMORANDUM OF UNDERSTANDING

The City of Dearborn and the Supervisory, Technical and Professional Employees Union of the City of Dearborn agree that from this date (November 15, 1995) forward, Article 6.3(g) of the Collective Bargaining Agreement shall be construed in the Communications Division of the City of Dearborn to require shift selection by classification seniority. Should a tie exist in classification seniority, the seniority date as defined by Section 6.1(c) shall be used to break ties.

DEARBORN STP UNION

Peggy Bryan 11-15-95
PEGGY BRYAN

CITY OF DEARBORN

William Dunning
WILLIAM DUNNING
Director of Communications

COMMUNICATIONS SUPERVISORS

Lucy D. Allbee
Brian A. Black
Thomas D. Long
David E. McGee
Harvey Thiede

Personnel Director

Robert Keith Archer
ROBERT KEITH ARCHER
Chief Labor Negotiator,
City of Dearborn

CIVIL SERVICE RESOLUTION NO. 4905-96

Adopted January 11, 1996

The Personnel Director reported a request from the Department of Housing requesting overtime for Arlene Edmonds, Accountant I. Floyd Addison Jr., Director of Housing, appeared before the Commission.

Motion by Commissioner McLennan, supported by Commissioner Renick,

WHEREAS the classification of Accountant I has been established in the Salary Plan as compensated on a flat-rate basis,

WHEREAS the Director of Housing recommends that the Accountant I classification in the Department of Housing be compensated for overtime and the Personnel Director concurs,

RESOLVED that the second paragraph of Section V (C) of the Supervisory, Technical & Professional Salary Plan be amended as follows:

Notwithstanding the above provisions the following overtime policy is approved for Accountant I's and II's, Programmer Analyst II's and Computer Systems Analysts effective January 1, 1996:

Accountant I's and II's, Programmer Analyst II's and Computer Systems Analysts will be expected to work up to eight (8) hours beyond their normal work schedule each six (6) months. Six (6) month periods would be July through December and January through June. All overtime hours worked must be preauthorized by the Division Manager, or in his absence, his designee. Overtime worked beyond eight (8) hours in such a six (6) month period will be paid in cash on the basis of time and one-half in accordance with applicable provisions regarding payment of overtime.

RESOLVED FURTHER that Arlene Edmonds be compensated for three and one-half hours of overtime worked for the period from December 12, 1995 through December 25, 1995.

Carried -- All aye votes (3)

The parties agree to the above language.

FOR THE UNION:

FOR THE CITY:

