

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

AGREEMENT

BETWEEN

CITY OF DEARBORN

AND

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

Effective July 1, 2009 through June 30, 2010

Amended by:

Civil Service Res. No. 7376-10 on
9/23/10 and
Council Res. No. 10-610-10 on
10/11/10

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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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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 for negotiations and employee disciplinary matters.

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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 without 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

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employees under this Agreement shall be submitted by the Financial Department to the Union on written request in January and July of each calendar year.

- C) The City shall send monthly notices of promotions, demotions, transfers and other changes which affect the 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.

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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.
- 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.

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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.
- 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

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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)

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) PTO allowances
- D) PTO selection in accordance with departmental rules.
- E) Layoff
- 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.

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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.

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 regular 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 regular 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

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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 bargaining unit shall be filled by bargaining unit members when posted solely within the unit. Nothing herein shall derogate from the rule of three whereby the person selected for promotion shall be from among the three persons standing the highest on the promotional eligibility roster for the position. Persons who are passed over for promotion on the basis of the rule of three remain on the eligibility roster and will be considered for promotion should the appointing authority choose to promote again from the same roster as long as it is in effect. Placement of candidates on the eligibility roster who meet the minimum job qualifications is not required by this Article.

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 Human Resources 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.

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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 Human Resources 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 Human Resources 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 Human Resources 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.

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

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has been determined by the Human Resources 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 regular 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.

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

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preference for a new location.

ARTICLE XI LAYOFF

11.1: Layoff Defined

A "layoff" 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 Layoff

Whenever possible the appointing authority shall before the effective date thereof give the employee a thirty (30) day written notice of layoff, 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 layoff, the City and the Union shall meet and confer concerning the immediate situation.

11.3: Order of Layoff

Except as otherwise provided, all layoffs 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 layoff, who has longer seniority than another employee in a lesser classification within the City having similar or lesser duties or qualifications, shall be entitled to the position in the lesser classification over one with the lesser seniority.

11.4: Establishment of Layoff Reemployment Lists

The names of persons holding regular positions in the classified service, which have been abolished or made unnecessary, shall be placed on an appropriate layoff 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.

11.5: Notice to Investigate Layoff

Within ten (10) days after the effective date of such layoff the employee may make a written request to the Commission to investigate such layoff. The Commission shall then investigate and if it shall find that the layoff was made for political reasons, or for reasons other than because of material change in duties

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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 Layoff, 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. An employee retiring on a duty or non-duty disability pension cannot have a beneficiary other than a current spouse or legal dependent as defined by U.S. Internal Revenue Code. After November 13, 1998, otherwise eligible unit employees can no longer purchase military service credit. This does not create a new window period for purchase of military service credit. Full-time unit employees hired after June 30, 1997 must purchase, if at all, part-time pension service credit (if otherwise eligible) within 2½ years of hire. Effective 7/1/99, increase pension cap from 62.5% to 65% with no change in the multiplier. Effective January 1, 2002, an additional 1.25% increase in the multiplier per year for 27 through 30 years with a cap of 70%.

12.2 Effective January 1, 2002 pension benefits of an employee who dies after separation but prior to commencement of collection of the benefits are preserved for the employee's beneficiary.

12.3 Defined Contribution Plan effective January 1, 2002. See attachment "A".

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

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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.

- 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

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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 a union representative alone acting on behalf of an employee or employees or the bargaining unit, may file a written grievance with the highest level of supervision in the division below that of the department head. The written grievance shall be signed by the employee and the union representative. The grievance 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 written grievance must be filed within fifteen (15) working days of the occurrence, or within fifteen (15) working days from a pay day if it is a compensation matter.

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

Step 2. If the grievance is not settled in the first step and is appealed to the second step, the employee/union representative 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/union representative 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/union representative may appeal the grievance to the City's Human Resources 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 Human Resources Director or a designee of the Human Resources Director.

Upon receipt of this appeal by the Human Resources Director, and after the Union has designated their representatives the Human Resources Director shall arrange a meeting within fifteen (15) work days. The Human Resources 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

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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.
- 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.

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- 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 Human Resources 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.

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

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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. Exceptions may be made in the sole discretion of the City. Any such exception shall be non-precedential to any other situation.

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.

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ARTICLE XIX
Classifications and Rates of Compensation
Effective 7-01-04 and 6-30-06

Grade	Code	Title	1	2	3	4	5	6	7
S41		<i>Vacant</i>	36817	37952	39123	40330	41574	42857	44180
S42	05017	Accountant I	38758	39850	41079	42346	43653	45000	46388
	05072	Buyer	38758	39850	41079	42346	43653	45000	46388
	05074	Outreach Counselor	38758	39850	41079	42346	43653	45000	46388
S43	0509	Legal Coordinator	40590	41842	43133	44464	45836	47250	48708
	05086	Assistant Recreation	40590	41842	43133	44464	45836	47250	48708
	05087	Computer Operations Analyst	40590	41842	43133	44464	45836	47250	48708
	05013	Economic Development Asst	40590	41842	43133	44464	45836	47250	48708
	05027	Elections Supervisor	40590	41842	43133	44464	45836	47250	48708
	05005	Librarian I	40590	41842	43133	44464	45836	47250	48708
S44	05088	Microcomputer Specialist	42620	43934	45289	46687	48128	49612	51143
	05077	Public Relations Asst	42620	43934	45289	46687	48128	49612	51143
	05099	Graphics Designer	42620	43934	45289	46687	48128	49612	51143
	05085	Technical Director	42620	43934	45289	46687	48128	49612	51143
S45	05089	Accountant (Pension)	44750	46131	47554	49022	50534	52093	53700
	05052	Accountant II	44750	46131	47554	49022	50534	52093	53700
	05090	Assistant Facilities Manager	44750	46131	47554	49022	50534	52093	53700
	05011	Associate Engineer	44750	46131	47554	49022	50534	52093	53700
	05091	DPW Supervisor	44750	46131	47554	49022	50534	52093	53700
	05008	Lead Video Editor	44750	46131	47554	49022	50534	52093	53700
	05054	Planner	44750	46131	47554	49022	50534	52093	53700
	05092	Programmer	44750	46131	47554	49022	50534	52093	53700
	05098	Senior Economic	44750	46131	47554	49022	50534	52093	53700
	05038	Stationary Engineer	44750	46131	47554	49022	50534	52093	53700

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Grade	Code	Title	1	2	3	4	5	6	7
S46	05080	Backflow Prevention	46988	48437	49932	51473	53061	54697	56389
	05093	Building Plans Examiner	46988	48437	49932	51473	53061	54697	56389
	05016	Communications Coordinator	46988	48437	49932	51473	53061	54697	56389
	05036	Facilities Supervisor	46988	48437	49932	51473	53061	54697	56389
	05034	Fleet Mechanic Coordinator	46988	48437	49932	51473	53061	54697	56389
	05073	Golf Course Superintendent	46988	48437	49932	51473	53061	54697	56389
	05020	Librarian II	46988	48437	49932	51473	53061	54697	56389
	05032	Neighborhood Svcs	46988	48437	49932	51473	53061	54697	56389
	05094	Project Engineer I	46988	48437	49932	51473	53061	54697	56389
	05068	Public Housing Coordinator	46988	48437	49932	51473	53061	54697	56389
	05042	Recreation Supervisor	46988	48437	49932	51473	53061	54697	56389
	05047	Sr. Building Inspector	46988	48437	49932	51473	53061	54697	56389
	05083	Sr. Construction Engineering	46988	48437	49932	51473	53061	54697	56389
	05046	Sr. Electrical Inspector	46988	48437	49932	51473	53061	54697	56389
	05045	Sr. Heating Inspector	46988	48437	49932	51473	53061	54697	56389
	05048	Sr. Plumbing Inspector	46988	48437	49932	51473	53061	54697	56389
S47	05066	Asst. Div. Superintendent	49338	50859	52428	54046	55714	57432	59205
	05028	Property Appraiser II	49338	50859	52428	54046	55714	57432	59205
	05081	Ordinance Enforcement	49338	50859	52428	54046	55714	57432	59205
	05100	Sr. Planner	49338	50859	52428	54046	55714	57432	59205
	05050	Sr. Sanitarian/Environmentalist	49338	50859	52428	54046	55714	57432	59205
S48	05095	Asst. Department Head	51804	53402	55050	56748	58499	60305	62165
	05043	Community Dev. Coord.	51804	53402	55050	56748	58499	60305	62165
	05060	Project Engineer II	51804	53402	55050	56748	58499	60305	62165
	05070	Property Appraisal Supvsr	51804	53402	55050	56748	58499	60305	62165
S49		<i>Vacant</i>	54395	56073	57803	59586	61425	63320	65273
S50	05062	Sr. Civil Engineer	57114	58876	60693	62565	64495	66485	68537
	05096	Sr. Project Engineer	57114	58876	60693	62565	64495	66485	68537

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Classifications and Rates of Compensation¹
Effective 7-01-06

Grade	Code	Title	1	2	3	4	5	6	7
S41		<i>Vacant</i>	37185	38332	39514	40733	41990	43286	44622
S42	05017	Accountant I	39146	40249	41490	42769	44090	45450	46852
	05072	Buyer	39146	40249	41490	42769	44090	45450	46852
	05074	Outreach Counselor	39146	40249	41490	42769	44090	45450	46852
S43	0509	Legal Coordinator	40996	42260	43564	44909	46294	47723	49195
	05086	Assistant Recreation	40996	42260	43564	44909	46294	47723	49195
	05087	Computer Operations Analyst	40996	42260	43564	44909	46294	47723	49195
	05013	Economic Development Asst	40996	42260	43564	44909	46294	47723	49195
	05027	Elections Supervisor	40996	42260	43564	44909	46294	47723	49195
	05005	Librarian I	40996	42260	43564	44909	46294	47723	49195
S44	05088	Microcomputer Specialist	43046	44373	45742	47154	48609	50108	51654
	05077	Public Relations Asst	43046	44373	45742	47154	48609	50108	51654
	05099	Graphics Designer	43046	44373	45742	47154	48609	50108	51654
	05085	Technical Director	43046	44373	45742	47154	48609	50108	51654
S45	05089	Accountant (Pension)	45198	46592	48030	49512	51039	52614	54237
	05052	Accountant II	45198	46592	48030	49512	51039	52614	54237
	05090	Assistant Facilities Manager	45198	46592	48030	49512	51039	52614	54237
	05011	Associate Engineer	45198	46592	48030	49512	51039	52614	54237
	05091	DPW Supervisor	45198	46592	48030	49512	51039	52614	54237
	05008	Lead Video Editor	45198	46592	48030	49512	51039	52614	54237
	05054	Planner	45198	46592	48030	49512	51039	52614	54237
	05092	Programmer	45198	46592	48030	49512	51039	52614	54237
	05098	Senior Economic	45198	46592	48030	49512	51039	52614	54237
	05038	Stationary Engineer	45198	46592	48030	49512	51039	52614	54237

¹ Plus: a 2% bonus (not part of regular rate); and
a 1% bonus (not part of regular rate), for each reduction of ten (10) full-time non-police/fire positions (inclusive of 19th District Court employees) occurring between 7/1/05 – 6/30/06.

Bonuses and wage increases on base pay only. Payable once a year following budget adoption. Wage increase is for employees on the payroll as of date of increase.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Code	Title	1	2	3	4	5	6	7
S46	05080	Backflow Prevention	47458	48921	50431	51988	53592	55244	56953
	05093	Building Plans Examiner	47458	48921	50431	51988	53592	55244	56953
	05016	Communications Coordinator	47458	48921	50431	51988	53592	55244	56953
	05036	Facilities Supervisor	47458	48921	50431	51988	53592	55244	56953
	05034	Fleet Mechanic Coordinator	47458	48921	50431	51988	53592	55244	56953
	05073	Golf Course Superintendent	47458	48921	50431	51988	53592	55244	56953
	05020	Librarian II	47458	48921	50431	51988	53592	55244	56953
	05032	Neighborhood Svcs	47458	48921	50431	51988	53592	55244	56953
	05094	Project Engineer I	47458	48921	50431	51988	53592	55244	56953
	05068	Public Housing Coordinator	47458	48921	50431	51988	53592	55244	56953
	05042	Recreation Supervisor	47458	48921	50431	51988	53592	55244	56953
	05047	Sr. Building Inspector	47458	48921	50431	51988	53592	55244	56953
	05083	Sr. Construction Engineering Tech	47458	48921	50431	51988	53592	55244	56953
	05046	Sr. Electrical Inspector	47458	48921	50431	51988	53592	55244	56953
	05045	Sr. Heating Inspector	47458	48921	50431	51988	53592	55244	56953
	05048	Sr. Plumbing Inspector	47458	48921	50431	51988	53592	55244	56953
S47	05066	Asst. Div. Superintendent	49831	51368	52952	54586	56271	58006	59797
	05028	Property Appraiser II	49831	51368	52952	54586	56271	58006	59797
	05081	Ordinance Enforcement	49831	51368	52952	54586	56271	58006	59797
	05100	Sr. Planner	49831	51368	52952	54586	56271	58006	59797
	05050	Sr. Sanitarian/Environmentalist	49831	51368	52952	54586	56271	58006	59797
S48	05095	Asst. Department Head	52322	53936	55601	57315	59084	60908	62787
	05043	Community Dev. Coord.	52322	53936	55601	57315	59084	60908	62787
	05060	Project Engineer II	52322	53936	55601	57315	59084	60908	62787
	05070	Property Appraisal Supvsr	52322	53936	55601	57315	59084	60908	62787
S49		<i>Vacant</i>	54939	56634	58381	60182	62039	63953	65926
S50	05062	Sr. Civil Engineer	57685	59465	61300	63191	65140	67150	69222
	05096	Sr. Project Engineer	57685	59465	61300	63191	65140	67150	69222

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

**Classifications and Rates of Compensation²
Effective 7-01-07**

Grade	Code	Title	1	2	3	4	5	6	7
S41		<i>Vacant</i>	37557	38715	39909	41140	42410	43719	45068
S42	05017	Accountant I	39537	40651	41905	43197	44531	45905	47321
	05072	Buyer	39537	40651	41905	43197	44531	45905	47321
	05074	Outreach Counselor	39537	40651	41905	43197	44531	45905	47321
S43	0509	Legal Coordinator	41406	42683	44000	45358	46757	48200	49687
	05086	Assistant Recreation	41406	42683	44000	45358	46757	48200	49687
	05087	Computer Operations Analyst	41406	42683	44000	45358	46757	48200	49687
	05013	Economic Development Asst	41406	42683	44000	45358	46757	48200	49687
	05027	Elections Supervisor	41406	42683	44000	45358	46757	48200	49687
	05005	Librarian I	41406	42683	44000	45358	46757	48200	49687
S44	05088	Microcomputer Specialist	43476	44817	46199	47626	49095	50609	52171
	05077	Public Relations Asst	43476	44817	46199	47626	49095	50609	52171
	05099	Graphics Designer	43476	44817	46199	47626	49095	50609	52171
	05085	Technical Director	43476	44817	46199	47626	49095	50609	52171
S45	05089	Accountant (Pension)	45650	47058	48510	50007	51549	53140	54779
	05052	Accountant II	45650	47058	48510	50007	51549	53140	54779
	05090	Assistant Facilities Manager	45650	47058	48510	50007	51549	53140	54779
	05011	Associate Engineer	45650	47058	48510	50007	51549	53140	54779
	05091	DPW Supervisor	45650	47058	48510	50007	51549	53140	54779
	05008	Lead Video Editor	45650	47058	48510	50007	51549	53140	54779
	05054	Planner	45650	47058	48510	50007	51549	53140	54779
	05092	Programmer	45650	47058	48510	50007	51549	53140	54779
	05098	Senior Economic	45650	47058	48510	50007	51549	53140	54779
	05038	Stationary Engineer	45650	47058	48510	50007	51549	53140	54779

² Plus: a 1% bonus (not part of regular rate); and
a 1% bonus (not part of regular rate), for each reduction of ten (10) full-time non-police/fire positions (inclusive of 19th District Court employees) occurring between 7/1/06 – 6/30/07.

Bonuses and wage increases on base pay only. Payable once a year following budget adoption. Wage increase is for employees on the payroll as of date of increase.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Grade	Code	Title	1	2	3	4	5	6	7
S46	05080	Backflow Prevention	47933	49410	50935	52508	54128	55796	57523
	05093	Building Plans Examiner	47933	49410	50935	52508	54128	55796	57523
	05016	Communications Coordinator	47933	49410	50935	52508	54128	55796	57523
	05036	Facilities Supervisor	47933	49410	50935	52508	54128	55796	57523
	05034	Fleet Mechanic Coordinator	47933	49410	50935	52508	54128	55796	57523
	05073	Golf Course Superintendent	47933	49410	50935	52508	54128	55796	57523
	05020	Librarian II	47933	49410	50935	52508	54128	55796	57523
	05032	Neighborhood Svcs	47933	49410	50935	52508	54128	55796	57523
	05094	Project Engineer I	47933	49410	50935	52508	54128	55796	57523
	05068	Public Housing Coordinator	47933	49410	50935	52508	54128	55796	57523
	05042	Recreation Supervisor	47933	49410	50935	52508	54128	55796	57523
	05047	Sr. Building Inspector	47933	49410	50935	52508	54128	55796	57523
	05083	Sr. Construction Engineering	47933	49410	50935	52508	54128	55796	57523
	05046	Sr. Electrical Inspector	47933	49410	50935	52508	54128	55796	57523
	05045	Sr. Heating Inspector	47933	49410	50935	52508	54128	55796	57523
	05048	Sr. Plumbing Inspector	47933	49410	50935	52508	54128	55796	57523
S47	05066	Asst. Div. Superintendent	50329	51882	53482	55132	56834	58586	60395
	05028	Property Appraiser II	50329	51882	53482	55132	56834	58586	60395
	05081	Ordinance Enforcement	50329	51882	53482	55132	56834	58586	60395
	05100	Sr. Planner	50329	51882	53482	55132	56834	58586	60395
	05050	Sr. Sanitarian/Environmentalist	50329	51882	53482	55132	56834	58586	60395
S48	05095	Asst. Department Head	52845	54475	56157	57888	59675	61517	63415
	05043	Community Dev. Coord.	52845	54475	56157	57888	59675	61517	63415
	05060	Project Engineer II	52845	54475	56157	57888	59675	61517	63415
	05070	Property Appraisal Supvsr	52845	54475	56157	57888	59675	61517	63415
S49		<i>Vacant</i>	55488	57200	58965	60784	62659	64593	66585
S50	05062	Sr. Civil Engineer	58262	60060	61913	63823	65791	67822	69914
	05096	Sr. Project Engineer	58262	60060	61913	63823	65791	67822	69914

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**Classifications and Rates of Compensation
Effective 7-01-08³**

Grade	Code	Title	1	2	3	4	5	6	7
S41		<i>Vacant</i>	37933	39102	40308	41551	42834	44156	45519
S42	05017	Accountant I	39932	41058	42324	43629	44976	46364	47794
	05072	Buyer							
	05074	Outreach Counselor							
S43	05103	Analyst	41820	43110	44440	45812	47225	48682	50184
	05086	Asst Recreation Supervisor							
	05087	Computer Operations Analyst							
	05013	Economic Development Asst							
	05027	Elections Supervisor							
	05097	Legal Coordinator							
	05005	Librarian I							
	05105	Library Systems Specialist							
S44	05099	Graphics Designer	43911	45265	46661	48102	49586	51115	52693
	05088	Microcomputer Specialist							
	05077	Public Relations Asst							
	05085	Technical Director							
S45	05089	Accountant (Pension)	46107	47529	48995	50507	52064	53671	55327
	05052	Accountant II							
	05090	Assistant Facilities Manager							
	05011	Associate Engineer							
	05091	DPW Supervisor							
	05008	Lead Video Editor							
	05104	Library Systems Manager							
	05108	Payroll Supervisor							
	05054	Planner							
	05092	Programmer							
	05098	Sr. Economic Development Asst							
	05038	Stationary Engineer							

³ Plus: If at any time the 2005 Charter provisions regarding minimum manning are removed from the Charter, the wage rates for 7/1/08-6/30/09 shall be re-opened. Such re-opener would not affect the 7/1/08 1% wage increase.

Bonuses and wage increases on base pay only. Payable once a year following budget adoption. Wage increase is for employees on the payroll as of date of increase.

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Grade	Code	Title	1	2	3	4	5	6	7
S46	05080	Backflow Prevention Coord	48412	49904	51444	53033	54669	56354	58098
	05093	Building Plans Examiner							
	05016	Communications Coordinator							
	05036	Facilities Supervisor							
	05034	Fleet Mechanic Coordinator							
	05073	Golf Course Superintendent							
	05020	Librarian II							
	05032	Neighborhood Services Coord							
	05068	Public Housing Coordinator							
	05042	Recreation Supervisor							
	05047	Sr. Building Inspector							
	05083	Sr. Construction Engineering Tech							
	05046	Sr. Electrical Inspector							
	05045	Sr. Heating Inspector							
	05048	Sr. Plumbing Inspector							
S47	05066	Asst. Div. Superintendent	50832	52401	54017	55683	57402	59172	60999
	05102	Inspection Manager							
	05081	Ordinance Enforcement Sergeant							
	05094	Project Engineer I							
	05028	Property Appraiser III							
	05100	Sr. Planner							
	05050	Sr. Sanitarian/Environmentalist							
S48	05107	Asst. Div. Supt – Parks/Hwys	53373	55020	56719	58467	60272	62132	64049
	05106	Asst. Div. Supt – Sanitation/Nhood Svcs							
	05070	Property Appraisal Supervisor							
S49	05101	Chief Building Inspector	56043	57772	59555	61392	63286	65239	67251
	05043	Community Dev. Coordinator							
	05060	Project Engineer II							
S50	05062	Sr. Civil Engineer	58845	60661	62532	64461	66449	68500	70613
	05096	Sr. Project Engineer							

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

- 19.1: 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.
- 19.2: 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.
- 19.3: 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 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 PTO until effective date of retirement only with supervisory approval, or (2) Receive cash payment for PTO not to exceed maximum allowable set forth in Attachment (B) Section (B) (8).

- 19.4: 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.
- 19.5: The Civil Service Commission may grant two additional increments during a twelve-month period for reasons that would justify such increase.
- 19.6: The next step increase within the same classification shall be effective upon each anniversary date from the date of the original appointment to the classification.

Upon promotion to a higher classification, the employee shall immediately be placed in the step level for that higher classification which has a wage equal to or higher than the wage for the next step level the employee would have received in his former classification prior to the promotion. Provided further, if the employee being promoted is at the highest step level for his current classification, then he shall immediately be placed in the step level for the higher classification which provides a percentage wage increase which is at least equal to the percentage differential between the top step and step below it for his former classification.

- 19.7 The hourly rates may be rounded up or down to the nearest five cents and the City will decide when to implement the rounding policy.
- 19.8 Effective January 1, 2002, the present practice of the Civil Service Commission granting merit increases pursuant to Section I(H) of the Salary Plan shall be discontinued. Any unit member who is receiving merit pay at the time of the ratification of this Agreement shall continue to receive such pay for the period it

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was awarded (up to a total of twelve months). Any unit member who received merit pay at any time during the term of this Agreement shall have his or her position evaluated in accordance with the provisions of Article 40.3 Job Evaluation.

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: All other bargaining unit employees (excepting Library and Recreation) shall work a forty (40) hour workweek, provided however that for all DPW employees, following six (6) paid hours of work on a scheduled workday, an employee may be relieved of duty without pay for the remainder of the regular eight (8) hour workday, or the regular ten (10) hour workday if a four (4) day workweek is approved by the City in accordance with Section 20.5, and may not work a forty (40) hour week, when management determines that there is not sufficient work. A DPW employee will not be relieved of duty under this provision for over forty-eight (48) hours in any given contract year. This provision shall not be used for the sole purpose of reducing the workweek.
- 20.3: There will be two reasonable relief periods during the scheduled work shift.
- 20.4 In the employer's discretion, the pay period may become Sunday through Saturday. Should the payroll period convert to Sunday through Saturday, an employee with earned paid time off (e.g., effective January 1, 2006, PTO) can cash in a day so as to get a 10 work day check.
- 20.5: The normal workweek is Monday through Friday (8 consecutive hours/day), provided, however, that for DPW employees, the workweek may be temporarily changed to a Tuesday through Saturday (8 consecutive hours/day) workweek for a duration not to exceed twelve (12) weeks per calendar year for any DPW employee.

In the event any DPW employee's regular five day workweek is changed to Tuesday through Saturday, the employer will first request volunteers; if there are an insufficient number of volunteers, then those DPW employees having the lowest seniority (as defined in Article VI) shall be selected by Division. For any change in a DPW employee's workweek to or from the temporary Tuesday through Saturday schedule, a minimum of fourteen (14) calendar days prior notice will be provided to the employee. Under the Tuesday through Saturday

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temporary workweek for DPW employees, overtime will continue to be paid after 8 hours/day and work on holidays and on Sundays will continue to be paid at double time (200%) the same as for the normal Monday through Friday workweek; however, work on Saturdays shall be at straight-time and work on Mondays shall be at time-and-one-half. All other contract provisions (e.g., shift premium under Article 22; overtime equalization under Article 13, etc.) shall continue to apply to DPW employees placed on the temporary Tuesday through Saturday workweek.

At the sole discretion of the City, the workweek for any or all DPW employees may be composed of four (4) consecutive ten (10) hour work days at regular pay, between Monday and Saturday, with three (3) consecutive days off. Overtime to be paid if work is required beyond the ten (10) hour period.

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.

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**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.

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 effective January 1, 2006, PTO, 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: Shift Premium Overtime

All 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.

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

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will be used to determine shift premium, if any.

ARTICLE XXIII COMPENSATION FOR OVERTIME

- 23.1 Effective November 6, 2001, except as set forth in Sections 23.6 and 23.7 and 23.11 and 23.13 below, exempt employees shall be compensated for overtime on the basis as outlined below:
- A) Overtime worked beyond the employee's regular weekly work schedule shall be paid on a compensatory time off basis at straight time (i.e., on an hour-for-hour basis). The employer shall periodically (at least quarterly) provide employees with written reports of accumulated compensatory time.
 - B) The City shall schedule, by mutual agreement with the employee if feasible, the compensatory time off within four (4) months of its being earned. If said time cannot be scheduled off within said period, then the employee shall be paid in cash for the time. An employee cannot accumulate more than 120 hours of compensatory time off. Hours in excess of 120 shall be paid. Further, all hours in an employee's bank at the time of the employee's death, retirement, or voluntary quit shall be paid.
 - C) 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 overtime, and there shall be no compensation for such casual overtime.
- 23.2 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.
- 23.3 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

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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.)

23.4 Effective November 6, 2001 for non-Recreation Department employees:

- A) Hours worked on an approved Holiday shall be paid in cash at the rate of Two Hundred percent (200%) on the base straight time hourly rate in addition to the pay for the approved Holiday.
- B) Hours worked on Sunday shall be paid in cash at the rate of Two Hundred percent (200%) of the base straight time hourly rate.

23.5 The following classifications are exempt classifications:

Account (Pension)	Assistant Recreation Supervisor
Accountant I	Associate Engineer
Accountant II	Community Development Coordinator
Assistant Department Head	Computer Operations Analyst
Assistant Facility Manager	Economic Development Assistant
Development Coordinator Elections	Planner
Supervisor Golf Course Superintendent	Planning Technician
Lead Video Editor	Programmer
Legal Coordinator	Project Engineer I
Librarian I	Project Engineer II
Librarian II	Property Appraisal Supervisor
Neighborhood Services Coordinator	Public Relations Assistant Public
Microcomputer Specialist	Housing Coordinator Public
	Services Coordinator Recreation
	Supervisor
	Senior Civil Engineer
	Senior Economic Development Assistant
	Senior Planner
	Senior Project Engineer
	Sr. Sanitarian/Environmentalist
	Social Services Coordinator
	Transportation Engineer I
	Transportation Engineer II

23.6 Effective November 6, 2001, should an exempt Recreation Department employee (e.g., Recreation Supervisor, Assistant Recreation Supervisor, Technical Director) foresee a need to change an approved work schedule, and wish to schedule days off during the week or wish to alter the employee's work week seasonally, the employee must forward his/her proposed bi-weekly schedule for approval in writing. If not able to report to work because of illness,

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personal matter, etc., the employee must timely notify the City. The time missed will be deducted from leave banks accordingly.

- 23.7 Effective November 6, 2001, a Recreation Department employee's normal work week shall consist of five (5) consecutive work days, with two (2) consecutive days off. The normal work week may not necessarily be Monday through Friday. In order to satisfy seasonal needs and otherwise deliver services, an employee may, on occasion, not receive two (2) consecutive days off in a work week. The right of the City to so schedule an employee shall not be abused.
- A) Overtime worked beyond the employee's regular weekly work schedule shall be paid on a compensatory time off basis at straight time. (i.e., on an hour-for-hour basis). The employer shall periodically (at least quarterly) provide employees with written reports of accumulated compensatory time.
 - B) Hours worked on a contractual Holiday shall be credited with an extra PTO day to be regulated with City PTO rules. Except in an emergency, no employee shall be required to work more than five (5) holidays in a calendar year.
 - C) Compensatory time off is to be scheduled with approval of the appointing authority and will be regulated by PTO usage rules under Article XXXIII and Attachment B. Compensatory time off 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. Where an employee is unable to use his/her PTO or compensatory time because of the failure of the appointing authority to schedule PTO or compensatory time on a reasonable basis or denies such PTO or compensatory time, at the end of the applicable twelve (12) month period the employee shall be paid for all accumulated time hour for hour at the employee's prevailing wage rate subject to the limitations on PTO cash out set forth in Attachment B.
 - D) Compensatory time can be taken by the employee, or scheduled off by the City, in minimum of one (1) hour increments.
 - E) "Minimum call-in" does not apply to Recreation Department employees.
 - F) If a Recreation Department employee works fewer than forty (40) hours in a workweek for reasons other than those attributable to other paid leave (e.g., PTO), the hours necessary to equal forty (40) hours shall automatically be deducted from said employee's compensatory time bank.

23.12 It is understood and agreed that the City retains appropriate managerial

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flexibility with respect to scheduling of recreation department employees so as to make the best and most efficient use of their normal weekly work hours, including use of split shifts, weekend work and job rotation (e.g., use of the Aquatic Recreation Supervisor at the Dearborn Ice Skating Center during the pool off-season). Further, Recreation Department employees may be limited as to use of vacation/PTO and personal time off in order to satisfy seasonal and other demands of their classifications.

- 23.13 Effective November 6, 2001, hours worked by Accountants I and II in excess of eighty (80) hours in a pay period shall be considered overtime and shall be paid as provided in this section. The first sixty-four (64) hours of overtime during each fiscal year will be paid in cash at straight time (excluding time worked on holidays which will be paid at double time). Overtime worked beyond sixty-four (64) hours in each fiscal year will be paid in cash at time and one-half. All overtime hours worked must be pre-authorized by the division manager or a designee.

ARTICLE XXIV HOLIDAY PROVISIONS

- 24.1: The following are determined to be holidays with pay and shall be allowed all employees with regular status, including probationary employees who have been given regular appointment:
- 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.
- 24.4: The libraries shall be closed on City Legal holidays, on Saturdays between Good Friday and Easter and as follows:

December 24, 2004	January 1, 2005	January 1, 2006
December 25, 2004	December 23, 2005	December 22, 2006
December 26, 2004	December 24, 2005	December 23, 2006
December 31, 2004	December 25, 2005	December 24, 2006
December 30, 2005	December 31, 2005	December 25, 2006
		December 29, 2006
		December 30, 2006
		December 31, 2006
		January 1, 2007

[remainder of 2007 and 2008 and 1st six (6) months of 2009 Library closing dates subject to further negotiations]

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Effective as soon as feasible:

- New Year's Day, January 1;
- Martin Luther King Jr., Day, the third Monday in January;
- Presidents' Day, the third Monday in February;
- Good Friday, the Friday preceding Easter Sunday;
- Memorial Day, the last Monday in May;
- Independence Day, July 4;
- Labor Day, the first Monday in September;
- Veteran's Day, November 11;
- Thanksgiving Day, the fourth Thursday in November;
- Friday after Thanksgiving Day;
- Christmas Eve Day, December 24;
- Christmas Day, December 25;
- New Year's Eve Day, December 31.

When New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on a Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on a Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

**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 classifications of Construction Engineering Technician II, Cross Connection Inspector II, and

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Surveyor II as follows:

Effective July 1, 2004 - 3 sets
Effective July 1, 2005 - 3 sets
Effective July 1, 2006 - 3 sets
Effective July 1, 2007 - 3 sets
Effective July 1, 2008 - 3 sets

A set shall include one (1) shirt and one (1) pair of pants; coveralls may be substituted for one set. Employees who request work clothes shall be required to wear them on the job. Employees wearing such work clothes shall not wear other clothing that has insignia, emblems, or representations of other organizations, businesses, teams, etc., except for the name of the manufacturer of the clothing. Work clothing shall only be worn while on duty and shall remain the property of the City.

25.3: Maintenance of Work Clothes

Effective January 1, 2002, the City shall provide a One Hundred Dollar (\$100.00) payment annually for cleaning and maintenance only to those employees receiving work clothes. The annual allowance shall be paid after the second quarter of the fiscal year.

25.4: For employees working in classifications in the Department of Building and Safety, effective July 1, 2004, in lieu of providing work clothes directly, the City shall provide an annual reimbursement allowance of \$250.00 annually for employees to purchase work clothes, subject to employees providing receipts for same. Clothing purchased with the allowance is 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/PTO 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

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shall be charged to personal sick leave/extended sick leave bank under PTO policy if applicable 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/PTO.

- 26.2: Any charge made to the personal sick leave, accumulated overtime, or vacation/PTO, 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.

ARTICLE XXVII SICK LEAVE SEPARATION PAY

- 27.1 Effective July 1, 1998, 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-five (65) 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 regular 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

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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.

- B) Coverage under Health Alliance Plan or other Health Maintenance Organization plans provided by the City.
- C) Effective July 1, 2002, all drug rider co-payments shall be \$10.00 for generic and \$20.00 for brand. Effective July 1, 2006, all drug rider co-payments shall be \$15.00 for generic and \$30.00 for brand.
- D) The City reserves the right to self insure in lieu of any or all of the insured benefits provided that the benefit design remains the same or substantially the same.

28.3: Employees shall be required to pay for family continuation and/or sponsored dependent riders.

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.

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28.7 Optical Insurance

Effective July 1, 2005, the first of the month following thirty (30) days of employment, an employee shall be eligible for the Blue Vision 24/24/24 Plan, up to and including family coverage.

HEALTH, DENTAL AND FLEXIBLE BENEFITS

Effective as soon as feasible following ratification:

28.9 GENERAL

- A. The Employer will make monthly payments for the cost of Health Care Benefits pursuant to the Flexible Benefits Plan for all employees who work in a regular full-time position. The monthly payment shall be made by the Employer for each month that the employee receives some salary or wage as compensation for his/her services. Insurance coverage's shall begin the first of the month following thirty days of full-time enrollment. The basic coverage for self, or self and spouse, or self and family (including only spouse and eligible children) shall be provided through the Flexible Benefits Plan described in this section.
- B. The Employer reserves the right to self insure or change plans or plan providers for active employees in lieu of any or all of the below insured benefits provided that the benefit design remains the same or substantially similar to the level of benefits as outlined in this Agreement. The Employer will give advance notice of its intention to self insure, and will, upon request, meet and consult with the Union prior to any modification being made.
- C. Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a state, federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject.
- D. Employees shall be required to pay for all family continuation and/or sponsored dependent riders. Dependents over nineteen years of age and eligible will be continued as a rider paid by the employee.
- E. The Employer reserves the right to provide additional health coverage programs for the employees' selection. Once selected, the employee must remain in the program for a minimum of one year.
- F. Effective July 1, 1988, married employees who are both employed by the City shall be eligible to elect: an individual single health care benefit for each employee, or one two-person contract. A family must elect family coverage.

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28.2 New Employees:

All the provisions below are effective for all employees hired on or after this Agreement is ratified by City Council and will be implemented as soon as administratively possible thereafter.

A. Prescription Drug Plan

1. Co-pays will be \$15/\$30/\$60 (generic, brand, specialty)
2. Mandatory generic, step-therapy and prior authorization for Blue Cross Blue Shield plans
3. 90 day supply at 2 times the retail co-pay (mail or at retail pharmacy)

B. High Deductible Health Savings Plan

HMO High-Deductible health insurance plan with a Health Savings Plan feature. Annual City contributions into the employees Health Savings Plan Account will be \$1,200.00 (representing a monthly contribution of \$100.00) for a one person coverage and \$2,400.00 (representing a monthly contribution of \$200.00) for two-person or family coverage. This contribution will be deemed an employer contribution. The employee will be immediately 100% vested in their account balance. The account contributions will be tax-free to the employee and will be used to pay for the qualifying out-of-pocket expenses as defined by the Plan Document. Account balances can carry-over year after year and any remaining balance at retirement or upon termination of employment will remain the employee's until the account balance is exhausted.

For employees new to the plan, there will be a one time only prefunding by the employer of the annual employer contribution. Funding will be as set forth above thereafter. If the employee leaves the City prior to completion of one year, and has not used the entire balance in the account, the union and the employee authorize the City, by automatic deduction, to recover the entire amount from any final pays, (including but not limited to the employee's final paycheck), due to the employee without an independent authorization.

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1. Benefit Bank Amounts

The City will provide employees an “annual benefit bank amount” in order to purchase medical, drug, dental and vision plans offered by the City:

Single	\$400.00/mo
Two-Person	\$840.00/mo
Family	\$920.00/mo

The “annual benefit bank amount” will be reset for inflation every year at the City’s renewal. The “annual benefit bank amount” will be adjusted by applying an inflation factor equal to the renewal rate percentage increase of the health care vendor with the largest number of contracts in the current fiscal year. The inflation factor will be applied to the entire benefit bank. The bank amount will be rounded up to the nearest \$10 each year.

C. New hires, hired on or after City Council ratification, have the option to buy up to the Standard Plan.

D. Sponsored Dependent Rider

Employees will no longer be able to elect sponsored dependent coverage as provided under the carrier’s “sponsored dependent” rider.

E. Retiree Health Care Plan

Employees under this section will no longer receive insurance benefits at retirement; instead, a Retiree Medical Savings Account (“RMSA”) will be established. The City will contribute \$125.00/per month (or \$1,500.00/year) to this account. In addition to the City contribution, a mandatory pre-tax employee withholding equal to \$25.00/per pay (over 24 pays per year or \$600.00/year) will commence upon hire and will be contributed to the employee’s RMSA. The account balance attributed to the City contributions will vest upon 5 years of full-time employment with the City; employee contributions will be immediately vested at 100%. Annual contributions cease at Normal Retirement as defined under the City’s defined benefit pension plan. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the

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employee retires or separates from service. When used for qualifying medical expense and in accordance with tax laws at the time of this agreement, the employee does not pay taxes on any contributions, earnings or upon distribution.

28.3 Existing Employees:

All the provisions below are effective after Council ratifies this Agreement and will be implemented as soon as administratively possible thereafter.

A. Prescription Drug Plan

1. Co-pays will be \$15/\$30/\$60 (generic, brand, specialty). A current list of specialty drugs will be provided upon request of the union.
2. Mandatory generic, step-therapy and prior authorization for Blue Cross Blue Shield plans; No prescription drug co-pay increase for Blue Cross Blue Shield.
3. 90 day supply at 2 times the retail co-pay (mail or at retail pharmacy)

B. High Deductible Health Savings Plan Option

1. HMO High-Deductible health insurance plan with a Health Savings Plan feature. Annual City contributions into the employees Health Savings Plan Account will be \$1,200.00 (representing a monthly contribution of \$100.00) for a one person coverage and \$2,400.00 (representing a monthly contribution of \$200.00) for two-person or family coverage. This contribution will be deemed an employer contribution. The employee will be immediately 100% vested in their account balance. The account contributions will be tax-free to the employee and will be used to pay for the qualifying out-of-pocket expenses as defined by the Plan Document. Account balances can carry-over year after year and any remaining balance at retirement or upon termination of employment will remain the employee's until the account balance is exhausted.

For employees new to the plan, there will be a one time only prefunding by the employer of the annual employer contribution. Funding will be as set forth above thereafter. If the employee leaves the City prior to completion of one year, and has not used the entire balance in the account, the union and the employee authorize the City, by automatic deduction, to recover the entire amount from any final pays, (including but not limited to the

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employee’s final paycheck), due to the employee without an independent authorization.

- C. Standard Plan Benefit will add per visit co-pays for office visits, emergency room visits and urgent care visits of \$10.00, \$50.00 and \$25.00, respectively.
- D. Existing employees may buy up to other plans if offered.
- E. Benefit Bank Amounts

The City will provide employees one of two “annual benefit bank amounts” in order to purchase medical, drug, dental and vision plans offered by the City :

Coverage Status	Standard Plan Benefit Bank	High-Deductible Plan Benefit Bank
Single	\$500.00/mo	\$ 400.00/mo
Two-Person	\$1050.00/mo	\$ 840.00/mo
Family	\$1,130.00/mo	\$ 920.00/mo

Employees choosing the High Deductible plan option also receive employer contributions, as stated above, to their Health Savings Plan.

The “annual benefit bank amount” will be reset for inflation every year at the City’s renewal. The “annual benefit bank amount” will be adjusted by applying an inflation factor equal to the renewal rate percentage increase of the health care vendor with the largest number of contracts in the current fiscal year. The inflation factor will be applied to the entire benefit bank. The bank amount will be rounded up to the nearest \$10 each year

- F. Sponsored Dependent Rider

Employees will no longer be able to elect sponsored dependent coverage as provided under the carrier’s “sponsored dependent” rider. Current

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employees with this rider will be grandfathered. If an employee discontinues this rider at any time, they will not be able to re-instate this rider in the future.

28.4 FLEXIBLE BENEFITS PLAN

Effective as soon as administratively possible after City Council ratification of this Agreement, all employees will be covered by the following Flexible Benefit Program:

A) PARTICIPATION

1. All unit employees must participate in the Flexible Benefits program.

B) FEATURES OF THE FLEXIBLE BENEFITS PLAN

1. Pre-tax employee optional purchase, employee-funded on a “use it or lose it” basis:
 - a) Health Care Flexible Spending Account - \$2,000/year maximum
 - b) Dependent Care Flexible Spending Account - \$5,000/year maximum
2. Post-tax employee optional purchase (as available):
 - a) Supplemental earnings-based employee life and AD&D insurance
 - b) Spouse and dependent life insurance
3. City continues to fund existing employee life and vision insurances
4. Buy or sell up to five PTO days/year in 8-hour increments
5. Medical/Dental insurance option:
 - a) City-Provided Health and Dental Banks – See Sections 28.2 B and 28.3 E.
 - b) Health Insurance Cash-Out for Flexible Benefits Plan Participants Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City of Dearborn health insurance coverage. Such waiver will be payable in the employee’s regular paychecks.

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The annual amount of cash-out will be \$2,500 for waiving family coverage, \$2,000 for double coverage and \$1,250 for single coverage. Employees must have health insurance coverage through an alternate source and sign up for waiver of coverage through the Payroll Office.

- c) Employees in the Flexible Benefits Plan electing City health insurance coverage that costs less than their City-provided health insurance bank will be eligible for an annual cash-out equal to the difference between the cost of their insurance coverage and their bank, capped at 50% of the amount of cash-out they would have received for waiving City coverage.

For a City employee married to a City employee, a payment of \$625 per year will be payable to the spouse in the Flexible Benefits Plan who does not take the City's medical coverage.

- d) Dental Insurance Cash-Out for Flexible Benefits Participants
Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City of Dearborn dental insurance coverage. Such waiver will be payable in the employees' regular paycheck.

The annual amount of cash-out will be \$400 for waiving family coverage, \$250 for double coverage and \$125 for single coverage. Employees must sign up for waiver of coverage through the Payroll Office.

Employees in the Flexible Benefits Plan electing City dental insurance costing less than their city-provided dental insurance bank will be eligible for an annual cash-out equal to the difference between the cost of their insurance coverage and their bank, capped at 50% of the amount of cash-out they would have received for waiving City coverage.

- 6. At retirement, the flexible benefits plan will not be available. Retirees must choose a provider from those offered at time of retirement.
- 7. Other benefit options as may be offered at a later date.

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- 28.6: Dental Plan. The City shall pay the full monthly premium for each full-time employee in the bargaining unit for dental coverage as follows :to be paid for dental coverage is as follows:
- 100% of treatment costs for preventative, diagnostic (except radiographs), sealants, and emergency palliative treatment (Class I) benefits
 - 80% of treatment costs paid by Carrier on Class II benefits
 - 50% of treatment costs paid by Carrier on Class III benefits
 - 50% of treatment costs paid by Carrier on Class IV benefits (to age 19)
 - \$1,200 maximum per person per contract year (July 1-June 30) on Class I, Class II, and Class III benefits, and
 - \$1,200 lifetime maximum on Class IV (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 XXIX RETIREE HEALTH CARE BENEFITS

- 29.1 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.

Active Employees:

Employees hired prior to City Council ratification of this agreement will receive Retiree Health Benefits if they retire under a "Normal Retirement", as defined below.

Current definition of "Normal Retirement" under the defined benefit plan is age 55 (50 for Dispatch) and having 25 or more years of actual credited service; or, age 60 and at least 10 years of actual credited service.

Members who defer retirement with less than 25 years of service, are not eligible for retiree health care.

- 29.2
- 1) Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree and spouse. A beneficiary

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receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.

- 2) 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.
- 3) Deferred retirees are not eligible for retiree medical benefits until age 55 and after 25 years of actual credited service.

29.3: 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 pro rata premium payments shall continue as set forth in Section 29.1.

29.4: The retiree and/or spouse are required to apply for Medicare Parts A and B or its successors, at the retiree's expense. 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.

29.5: Non-Participation in Health Care Coverage

For employees retiring on or after July 1, 2006, for a retiree's non-participation in health care coverage, the Employer will pay an annual cash amount of \$1,250 (single employee), \$2,000 (2-person), or \$2,500 (family) each to be payable under the following conditions:

- a) Retiree must have health coverage via a spouse or another source as

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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 1st of each year, payment to be made by July 31.
- c) Any retiree who collects this bonus whose circumstance subsequently change shall be eligible for health care coverage. Such retiree shall reimburse the City a prorated portion of the waiver amount received based on the months paid by the City.
- d) No retiree shall receive a cash bonus in the fiscal year such retiree would attain age sixty-six (66).

29.6: In this Article XXIX, the term “spouse” refers to the following:

- The existing spouse of an employee as of the employee’s date of retirement.

Excluded from any coverages herein is any person who marries a retiree.

29.7: As soon as administratively possible after City Council ratification of this Agreement, new hires will not be eligible for post retirement health care and will participate only in the RMSA program. Existing employees covered under this section shall have the option to either:

1. Continue with their existing retiree group health plan coverage subject to existing age and service requirements

or;

2. Waive and irrevocably terminate eligibility for retiree group health plan coverage and in return receive a Retiree Medical Savings Account (“RMSA”) with an initial lump sum contribution and regular annual contributions as set forth in SCHEDULE below (*per IRS regulations prefunding for prior years of service will not be available after open enrollment in 2011 for existing employees*):

3. Employees must make the above election ~~during~~ *no later than* the City’s 2011 annual open enrollment. Their deemed date of election will be July 1 of that plan year. Employees choosing to retire prior to that year’s open enrollment will be deemed to have elected on their date of retirement. These employees who elect to waive retiree health plan coverage to receive an RMSA account will have their account

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established and funded within 60 days of their deemed date of election.

4. Those employees choosing this option will no longer receive insurance benefits at retirement. The employee will make a \$25.00/per pay mandatory pre-tax employee withholding from 24 pays per year and that amount will be contributed to the employee's RMSA. The account balance attributed to the City contributions will vest over 5 years, employee contributions will be 100% vested. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the employee retires or separates from service. When used for qualifying medical expenses and in accordance with tax laws at the time of this agreement, the employee does not pay taxes on any contributions, earnings or upon distribution.

SCHEDULE -

Lump Sum Contribution to RMSA: \$1,500.00 per full year of service (*prefunding option not available after 2011 open enrollment*).

For employees opting out of retiree health care coverage and continuing their employment with the City, their deemed date of election for purposes of calculating years of service and the initial lump-sum contribution will be July 1 of the current open enrollment period. For employees choosing to retire prior to the open enrollment period, years of service will be based on the employee's retirement date.

For employees continuing their employment with the City, an annual contribution of \$1,500.00 per year (to be paid monthly at \$125) will commence when employees are otherwise eligible for health insurance.

- All accounts will vest at 5 or more years of service
- Annual contributions cease at Normal Retirement or termination
- The offer to waive retiree group health plan coverage is not available to employees 66 and older and Medicare eligible

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Except for employees that receive a Retiree Medical Savings account and annual contributions therein, the City will pay for health care plan coverage for retirees, their spouse and their dependents "at the time of retirement" only.

Employee Contribution to Retiree Healthcare

B. Pre-Medicare Retirees

Except for employees that receive a Retiree Medical Savings account and annual contributions therein, all employees who meet the age and service requirements under Normal Retirement under the defined benefit plan will be provided health care plan benefits comparable to that of active employees at the date of their retirement.

C. Medicare Eligible Retirees

Except for employees that receive a Retiree Medical Savings account and annual contributions therein, all employees who meet the age and service requirements under Normal Retirement and who become eligible for Medicare or its successor shall apply for Medicare Part's A and B or its successors, at the retiree's expense. The City will provide additional coverage comparable to that of active employees at the level determined by the City. At its discretion, the City reserves the right to change carriers and the coverage level under these plans.

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 subject to the provisions of this Section. Coverage to begin in the month spouse receives an annuity.

Effective on ratification, for purposes of final average compensation calculations, retro pays will be allocated to the time at which the

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compensation would have been paid so all employees will be treated equally regardless of separation date.

**ARTICLE XXX
LONGEVITY PAY**

30.1: Longevity Pay Schedule

Longevity increase effective July 1, 2009 as follows:

<u>Years of Service Completed</u>	<u>Amount</u>
<u>On Anniversary Date</u>	<u>7/1/09</u>
5 through 9 years	*
10 through 14 years	\$2000
15 through 19 years	\$2500
20 through 24 years	\$3000
25 through 29 years	\$3500
30 years and over	\$4000

*Employees hired on or after January 1, 2006, receive \$0 until completing ten (10) years of service; employees in the bargaining unit on or before July 23, 1998 receive \$1,000 instead of \$250; employees entering the bargaining unit after July 23, 1998 but before January 1, 2006 receive \$250.

Effective on implementation, for purposes of final average compensation calculations, longevity pays will be allocated to the time at which the compensation would have been paid and prorated for the three year final average compensation period so all employees will be treated equally regardless of separation date.

The longevity payment will be made as soon as administratively possible but in no event later than 60 days after the contract is signed.

30.2: Administrative Regulations

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

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of the Civil Service Commission.

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 MILEAGE ALLOWANCE

- 31.1: 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.

- 31.2: 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:

Effective January 1, 2002, the vehicle allowance shall be thirty-three cents (\$.33) per mile for all miles traveled.

Effective January 1, 2006, the vehicle allowance shall be the IRS mileage rate. The vehicle allowance shall be adjusted each July 1 and January 1 thereafter, consistent with the IRS mileage rate. Mileage reimbursement forms must be submitted on or before the 5th business day of the month following the month for which reimbursement is sought.

- A) 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.

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- B) 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.
- C) 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.

- 31.3: Effective January 1, 2006, the City will reimburse employees liable for car insurance deductibles for major accidents (not window chips, door dings, etc.) that occur during working time, limited to two (2) incidents per employee per year with an annual (contract year) cumulative maximum per employee of \$1,000.00. Accident reports, invoices, and insurance documents are required to be provided with the reimbursement request.
- 31.4: Employees working at City facilities that are served by a user paid parking system will receive an Employer paid parking pass and abide by the rules and regulations applicable to the pass provided. The pass will be used only when the employee is working at the City facility.

ARTICLE XXXII PTO

32.1: 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) PTO 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 PTO time when the Holiday falls during a PTO 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

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to the City service after an honorable discharge, shall after working for a period of three (3) months be entitled to PTO privileges equal to one-half of one year's accumulation.

- F) PTO pay shall be computed at the employee's regular rate of pay at the time the PTO is taken based on an eight (8) hour day.

ARTICLE XXXIII SICK LEAVE

33.1: 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.

33.2: Regulations and Uses of Sick Leave

- A) In addition to absence because of personal illness or physical incapacity, PTO 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 PTO 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 PTO 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 Human Resources.
- E) In all cases where absence on sick leave is for more than two (2) consecutive days, the City may, at its discretion, require the employee to submit a doctor's report as proof of illness or injury.

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- 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 Human Resources and the Finance Director at the close of each bi-weekly pay period that this employee has performed duties that would represent a portion of a work day and then such remaining portion of the work day may be charged to Sick Leave when approved by the Civil Service Commission.
- G) Whenever the Department of Human Resources 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) 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.
- I) 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.
- J) Effective July 1, 1998, on one (1) occasion per year, an employee may use up to two (2) consecutive work days within the same workweek (i.e., Monday-Saturday) to attend to a seriously ill family member residing within the employee's household. Such time shall be charged to the employee's sick/PTO leave. Such time must be taken in either a one (1) day or two (2) day segment.

ARTICLE XXXIV LEAVES WITH PAY

34.1: Bereavement Leave

- A) Effective July 1, 1998, an employee shall be allowed bereavement leave up to four (4) work days except in cases where additional time is approved by the Civil Service Commission.

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

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discretion of the appointing authority and the Civil Service Commission such leave is justified. Bereavement leave will not be charged to any other paid leave.

34.2: Jury Duty Pay

Bargaining Unit employees in a regular 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 a maximum of fifteen (15) leave with pay days per employee per year subject to the following provisions:

- A) Employees shall be entitled to use any other banked leave to maintain themselves on the payroll after the 15 paid work days.
- B) May be granted one half-day, or a full day if necessary, for initial appearance before the Jury Commission.
- C) Shall be paid the difference between Jury Duty Pay and basic daily rate of pay.
- D) Jury Duty shall be considered as time worked.

34.3 Conferences

Employees may be granted a Leave with Pay by the appointing authority with the approval of the Human Resources 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.

34.4 Armed Forces Reserves

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

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

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- B) Such leave may be granted only once in any twelve (12) month period.
- C) This leave will apply only to regular 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.

34.5: Civil Service Examinations

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

ARTICLE XXXV LEAVE WITHOUT PAY

35.1: 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 Human Resources 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.

35.2: 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.

35.3: Maternity Leaves

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- 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.

35.4: 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 Human Resources 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.

35.5: Absence Without Leave

Any employee who is absent from work for three (3) consecutive work days, other than for PTO 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.

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**ARTICLE XXXVI
LIFE AND LONG TERM DISABILITY INSURANCE COVERAGE**

- 36.1: The City will provide life insurance benefits but reserves the right to change carriers, or self insure, at its discretion, so long as all benefits remain the same or substantially the same.

As soon as administratively possible following ratification, the City will provide long-term disability insurance for Defined Contribution Plan participants. This will not apply to former Defined Benefit Plan participants who have frozen their Defined Benefit pension and participate in the Defined Contribution Plan.

**ARTICLE XXXVII
SEVERABILITY CLAUSE**

- 37.1: 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 XXXVIII
WAIVER CLAUSE**

- 38.1: 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.

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ARTICLE XXXIX MISCELLANEOUS

- 39.1: Employees of the Supervisory, Technical and Professional bargaining unit to receive free automobile passes to Camp Dearborn each year.
- 39.2: 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.
- 39.3: An employee who desires to have his/her position evaluated shall be entitled to submit a request to his/her department head. The department head shall review the submission and decide whether to forward the request to the Director of Human Resources. If forwarded, the Human Resources Director shall convene the Job Evaluation Committee. At least two (2) members of the Job Evaluation Committee shall be representatives designated by the STP. In case of a disagreement with the Committee, the Director of Human Resources, after due consideration of the input from the Job Evaluation Committee, shall have final authority. The responsible Department Head and the STP will be notified of the results.
- 39.4: 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.
- 39.5: Renewal fees for necessary licenses shall be paid by the City excluding regular driver's license renewals.
- 39.6 Adoption by Reference/Civil Service Rules
The parties shall form a task force to review existing Civil Service Rules and to include those affecting STP members into the contract. Upon the task force completing its task and both parties ratifying the additions required to the contract, the language of Article XVI related to the Civil Service Commission and Article 3.5 A shall be deleted from the Contract.
- 39.7 Tuition Reimbursement
Section 1. Effective July 1, 2001, a seniority employee shall be eligible for up to 75% of the cost of tuition paid, or \$750, whichever is less, per fiscal year.
- A) To be eligible to participate: The employee must have acquired seniority prior to the start of the course work for which tuition application is being made.
 - B) The employee must receive approval for the course work from the department head prior to start of the course

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work.

Section 2. In order to apply for tuition refund, an employee must complete the tuition refund form prior to starting course work, and submit it to the department head, who will take action on such application and forward to the Human Resources Department for final disposition.

Section 3. Tuition refund applies to the following types of course work:

- A) Elective or required courses taken at an accredited institution to complete a college degree when the degree pursued is appropriate to the career development in the City.
- B) Courses which improve an employee's skill in his/her present job classification including courses designed to update an employee in the technology of his/her occupation.

Section 4. In order to receive tuition refund, an employee must satisfy the following requirements:

- A) Must satisfactorily complete the approved course work with at least a "C" grade or a 2.0 on a 4.0 point scale. For graduate-level courses, the employee must receive at least a "B" grade or 3.0 on a 4.0 scale.
- B) Must be an active employee upon completion of the course work.
- C) Must provide the Human Resources Department with a copy of his/her paid receipt of tuition costs bill from the institution where the course work was taken, and a copy of the grade received.

Section 5. Tuition refund benefits are offset by any other educational assistance for which the employee may be eligible, i.e., scholarships, grants, veterans benefits, etc.

Section 6. The employee will be required to refund the reimbursement in the event he/she voluntarily separates from the City within a two-year period subsequent to the completion of the course.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT


**ARTICLE XL
DURATION OF AGREEMENT**


- 40.1: This agreement shall become effective the first day of July 1, 2009 and its terms and conditions shall remain in full force and effect until June 30, 2010.
- 40.2: 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 29 day of November, 2010

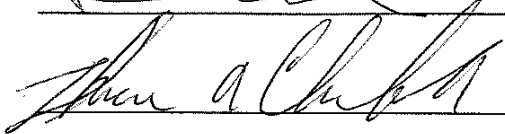
SUPERVISORY, TECHNICAL AND
PROFESSIONAL EMPLOYEES UNION
OF THE CITY OF DEARBORN

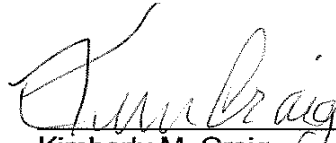
CITY OF DEARBORN, a Michigan
Municipal Corporation











Kimberly M. Craig
Assistant Corporation Counsel

THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO. 7376-10 ADOPTED SEPTEMBER 23, 2010 AND COUNCIL RESOLUTION NO. 10-610-10 ADOPTED OCTOBER 11, 2010.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

**ATTACHMENT A
PENSION**

Effective January 1, 2005:

A) **FEATURES OF DEFINED CONTRIBUTION PLAN** (pre-tax employee contribution)

- 1) Employee must contribute 2% of pay, and City must contribute 4% of pay.
- 2) For each additional 1% of pay (up to a total of 5%), City will contribute 1.33 % of pay.
- 3) Employee contributions above 5% of pay will not be matched by City. Maximum City contribution is 8% of pay.
- 4) Vesting after 5 years. Includes employee service prior to conversion date.

B) **PARTICIPATION**

- 1) All unit employees hired on and after January 1, 2002 must only participate in the City's Defined Contribution Plan ("DC Plan").
- 2) All unit employees have an opportunity to join DC Plan when they are service capped under the Chapter 22 Defined Benefit (DB) Plan.
- 3) The employee must elect to defer their DB Pension and select the DC Plan within 6 months following the service cap. An election into the DC Plan is an irrevocable decision.

C) **OTHER**

- 1) Other terms and conditions as provided in plan description and documents.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

ATTACHMENT B

PAID TIME OFF (“PTO”) BENEFITS

Effective January 1, 2006, vacation, sick, and personal days will be replaced with Paid Time Off (“PTO”) as provided herein. However, other than those provisions pertaining to amounts of accrual, all other provisions of Article 33 (except Article 33.2(E) and 33.3(B)) and Article 34 (except Article 34.2(C)) shall continue to apply to PTO the same as they applied to sick and vacation.

Effective January 1, 2006:

FEATURES OF PTO PROGRAM

1. Vacation, sick, and personal days are replaced by the schedule below:

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 5 years of service	21 work days per year
After 5 years and up to 10 years	24 work days per year
After 10 years and up to 15 years	28 work days per year
After 15 years and up to 20 years	31 work days per year
After 20 years	34 work days per year

2. Employee can roll over up to 60 days of PTO from year to year. Days 61-70 will be paid at 100%. Days 71+ will be forfeited on a calendar year basis.
3. Employees participating in the Flexible Benefits Plan may buy or sell up to 5 PTO days/year through the Plan.
4. For current sick leave bank balances as of 1/1/06:
Lock in current balance and keep for payout at retirement per labor contract and/or use for illnesses exceeding five consecutive work days (see attached 7/3/02 policy).
5. As of initial conversion to PTO:
 - Vacation days as of 1/1/06 transfer on a 1-for-1 basis
 - Unused sick days as of 1/1/06 transfer, at the employee’s option, on a 2-for-1 basis (i.e., 10 sick days = 5 PTO days). A maximum of 10 sick days may be converted
 - Personal days transfer on a 1 for 1 basis
6. Each year after conversion, employees may opt to transfer up to a maximum of ten (10) unused sick days to the PTO bank on a 2 for 1 basis (i.e., 10 sick days = 5 PTO days).

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

7. PTO usage will be recorded as either scheduled, if the time off was approved at least one day in advance, or unscheduled, if the time off was called in or approved the same day it occurred.
8. At voluntary separation, death, or retirement, unused PTO will be paid in full (100%) at the employees' then-current rate of pay. The maximum cash-out cannot exceed ninety-four (94) PTO days in the year of voluntary separation, death or retirement. Employees cannot run out their PTO banks on retirement without supervisory approval. Employees must take cash payment.

PARTICIPATION

1. All unit employees must participate in the PTO program effective January 1, 2006.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

FINANCE DEPARTMENT

TO: MAYOR GUIDO
FROM: JAMES J. O'CONNOR, FINANCE DIRECTOR
VIA: VALERIE MURPHY-GOODRICH, HUMAN RESOURCES DIRECTOR
DEBRA WALLING, CORPORATION COUNSEL
DR. R. K. ARCHER, CHIEF LABOR NEGOTIATOR
SUBJECT: EXTENDED SICK LEAVE ACCESS POLICY
DATE: JULY 3, 2002

Background

Employees who select the conversion to the Paid Time Off program (PTO) can freeze sick days in an 'extended illness bank.' An employee must use five consecutive PTO days before accessing the "extended illness bank." This option was designed to provide coverage to an employee who presented a qualifying event and had to take a leave beyond five days.

The question presented in the meeting today was "what if an employee is diagnosed with a serious illness that results in a series of intermittent treatments, or for some other reason the employee must schedule intermittent work attendance, how would the rule be applied in these circumstances?"

Policy

The intent of the benefit design was to allow an employee who presents a qualifying event to have the opportunity to access the "extended sick bank" after using five PTO days consecutively. However, after our recent discussion, it will also be the policy that an employee who presents a qualifying event that results in intermittent attendance can record the first five days of the leave as PTO days and they may be taken intermittently. The intermittent PTO time may also be recorded in increments as small as fifteen minutes until the employee reaches a total accrual of five PTO days.

In either situation employees should contact the Human Resources Department to request the appropriate paperwork to document their leave under the Family and Medical Leave Act (FMLA) which protects a covered employee's right to a leave provided certain conditions are met. This documentation will satisfy any departmental requirement to provide the family and/or medical documentation necessary to support a variety of leaves which may be intermittent or not. Except for maternity leave or a leave due to the serious health condition of the employee, the employee cannot access the "extended sick bank." Please see section 10.4 of the Employee Reference Manual for further detailed information regarding the Family and Medical Leave Act.

In the event of a conflict regarding an employee's qualifications for a leave, the Civil Service Commission has the exclusive authority to deny a leave. (Rule 16 Section 16.4).

For the purpose of this policy, each qualifying event is considered a separate event and would require the use of 5 PTO days each time before accessing the "extended illness bank."

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

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

FROM: Human Resources Director (Chief Negotiator)

RE: Employee Personnel File

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

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

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

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

Some members of the City of Dearborn Employees Retirement system purchased military service time that they may not be able to use for annuity eligibility purposes due to the negotiated percentage caps on annuities. Effective July 1, 1999, the purchase price of military service time will be refunded only at retirement for time in excess of 26 years (65%). No interest will be paid.

FOR THE UNION:

Dated: _____
By: _____

FOR THE CITY:

Dated: _____
By: _____

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

The City of Dearborn and the Dearborn Supervisory, Technical and Professional Employees Union mutually acknowledge the following regarding use of the City cell phones and City e-mail.

Reasonable use of a City cell phone for a proper purpose relating to the Union's labor relationship with the City is "conduct of municipal business," so long as not abused, under the City's "Cellular Phones" policy, and so long as not otherwise inconsistent with said policy.

The Union will continue to be allowed to use City e-mail for purposes of notifying unit employees of upcoming Union meetings or other Union-related notifications, so long as not abused, and so long as not otherwise inconsistent with said policy.

FOR THE UNION:

Dated: _____
By: _____

FOR THE CITY:

Dated: _____
By: _____

MEMORANDUM OF UNDERSTANDING

The parties agree to meet and discuss the composition of the bargaining committee should it become necessary during the term of the contract.

FOR THE UNION:

Dated: _____
By: _____

FOR THE CITY:

Dated: _____
By: _____

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

Tony Rossi received the annual reimbursement allowance of \$250.00 to purchase work clothes payment for FY 03-04; he will not receive an additional payment for clothing allowance for FY 04-05, but thereafter will receive it annually.

FOR THE UNION:

Dated: _____

By: _____

FOR THE CITY:

Dated: _____

By: _____

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

MEMORANDUM OF UNDERSTANDING

EARLY OUT DB PLAN PROPOSAL

Option 1: As soon as possible following City Council ratification, eligible defined benefit plan employees with 20 or more years but less than 25 years of service can defer the defined benefit pension and collect at 55 years of age with 80% City paid retirement health care to begin at 55 years of age. The remaining 20% due will be an automatic deduction from the retiree's pension check. The decision is irrevocable.

Option 2: Eligible defined benefit plan employees with 23 or more years of service as of December 31, 2009 can buy up to 2 years of service to the extent necessary to achieve 25 years of service and collect a pension benefit at 55 years of age based on 25 years of service with 100% City paid retirement health care at 55 years of age. Employees electing to buy time must leave/retire by a definite date to be set in the future. The decision is irrevocable.

Employees electing this option will be provided, if desired, up to two years of City paid health care.

The cost of buying service is 10% of the employee's final average compensation per year purchased. An employee may authorize final pay, including leave bank payouts, be applied to the cost. Any outstanding balance must be paid within 20 days of the to be determined retirement date. If payment in full is not made within 20 days after the employee retires, eligibility to participate in the early out program will be revoked. All payments previously made will be returned and purchased service credit forfeited. The person will be treated in all respects as a deferred retiree and will not be eligible for two years of City paid health care.

Additional options:

Five aggressive early retirement or incentive programs have been drafted to facilitate downsizing the City of Dearborn. The designs provide opportunities to many of the vested employees starting at 15 years of service. These programs are primarily one-time in nature and most have an expiration date associated with the program. These programs are being offered to avoid layoffs to the extent possible. After the expiration of these programs, layoffs may be necessary due to declining revenues. The expectation is that this will be the last program of this nature offered before changing downsizing strategies to include layoffs. The benefit proposals must be adopted simultaneously with these programs and must be applicable to new hires immediately upon Labor and City Council authorization.

Option 1: 15 and 55 Deferral/Retirement

They will not be eligible for City paid retirement health care, but can participate in the RMSA program. The decision is irrevocable.

SUPERVISORY, TECHNICAL & PROFESSIONAL UNIT

Option 2: 20 and 55 Deferral/Retirement

Eligible defined benefit plan employees with 20 or more years of service but less than 25 years of service can defer the defined benefit pension and collect at 55 years of age with City paid retirement health care to begin at 55 years of age. The decision is irrevocable.

Program election expires September 30, 2010 and participants must retire on or before December 31, 2010 to be eligible.

Option 3: 22.5 + buy up to 2.5 Retirement

Eligible defined benefit plan employees with 22.5 or more years of service can buy up to 2.5 years of service to the extent necessary to achieve 25 years of service. The decision is irrevocable.

The cost of buying service is 10% of the employee's final average compensation and is not refundable. An employee may authorize final pay, including leave bank payouts, be applied to the cost. Any outstanding balance must be paid within 20 days of the retirement date. If payment in full is not made within 20 days after the employee retires, eligibility to participate in the early out program will be revoked. All payments previously made will be returned and purchased service credit forfeited. The person will be treated in all respects as a deferred retiree consistent with option #2 above.

Program election expires September 30, 2010 and participants must retire on or before December 31, 2010 to be eligible.

Option 4: 25 and 50 Retirement

Eligible defined benefit plan employees with 25 or more years of service (including option #3 above service purchase) and 50 years of age can retire immediately with pension benefits and City paid retirement health care. The decision is irrevocable.

Program election expires September 30, 2010 and participants must retire on or before December 31, 2010 to be eligible.

Option 5: 25 and 55 Buy Out

Full-time Employees with 25 or more years of service and 55 years of age or older will be paid a bonus of \$200 per year of service at the point of retirement, not includable in FAC, and not to exceed 25 years of service. People purchasing years of service are not eligible for this program.

Program election expires September 30, 2010 and participants must retire on or before December 31, 2010 to be eligible.

ELECTION MUST BE MADE BY SEPTEMBER 30, 2010 AND DECISION BECOMES IRREVOCABLE THREE BUSINESS DAYS AFTER COUNCIL RATIFICATION. REASON FOR REVOCATION TO BE PROVIDED.